AGREEMENT FOR CLINICAL AND OBSERVATIONAL PROGRAMS
AMONG
CENTRAL WASHINGTON UNIVERSITY
AND
KAISER FOUNDATION HOSPITALS AND
THE PERMANENTE MEDICAL GROUP, INC.

THIS AGREEMENT is entered into effective MAY 1, 2011 ("Effective Date") by and between CENTRAL WASHINGTON UNIVERSITY ("School"), and KAISER FOUNDATION HOSPITALS ("Hospitals"), a California non-profit and public benefit corporation and THE PERMANENTE MEDICAL GROUP, INC. ("TPMG"), a California professional medical corporation. (Hospitals and TPMG are sometimes hereinafter referred to collectively as "Kaiser Permanente").

PREAMBLE

School provides educational programs for students in subject areas related to the health care services provided through Kaiser Permanente.

Kaiser Permanente has the facilities and personnel in its Northern California medical centers and medical office buildings ("Medical Center(s)") that are able to provide clinical and observational experience to students enrolled in School's educational training programs.

School desires to arrange with Kaiser Permanente for clinical and observational experience for School's students and Kaiser Permanente desires to provide such training experience.

NOW THEREFORE, the parties agree as follows.

1. GENERAL INFORMATION

A. This Agreement governs the establishment and operation of clinical and observational programs at Kaiser Permanente Medical Centers. School and individual Medical Centers may make arrangements for such programs, on the terms and conditions set forth herein, in various substantive areas of practice. Each area, such as physical therapy or nursing, in which a program is established is a "Clinical Program." The Clinical Programs covered by this Agreement are set forth in Exhibit A attached hereto and incorporated herein by this reference. Additional Clinical Programs may be added by amendment of this Agreement as set forth in Section 11.8 herein.

B. Each Medical Center is solely responsible for determining whether to participate or continue participation in any Clinical Program offered by School. The Medical Centers that may host Clinical Programs are listed in Exhibit B, attached hereto and incorporated herein by this reference.
2. RESPONSIBILITIES OF SCHOOL

A. School shall designate a faculty member for each Clinical Program (a "Clinical Program Liaison") who shall be the liaison to all Medical Centers that host that Clinical Program. For example, if School has physical therapy programs at three Medical Centers, School will designate one Clinical Program Liaison for physical therapy at all three Medical Centers. The Clinical Program Liaison shall have the responsibilities described in Section 2.B. herein and shall be the principal contact person for each facility for resolving operational issues that arise under this Agreement.

B. Each Clinical Program Liaison shall be responsible for contacting the appropriate Kaiser Permanente representative at each participating Medical Center listed in Exhibit B, in order to obtain consent to establish Clinical Programs and to make arrangements for approved Clinical Programs. Such arrangements shall be made prior to the commencement of each Clinical Program and shall include establishment of the following by mutual agreement, with respect to the Clinical Program in each Medical Center:

1. The maximum number of students to be accepted at any time in the Clinical Program.

2. The number of hours for each student's Clinical Program and the time period during which the hours must be completed.

3. Any prerequisites for acceptance of students into the Clinical Program, including but not limited to, course work, physical requirements, and any health precautions, such as immunizations.

4. The general structure of the Clinical Program and other administrative matters.

C. Prior to the commencement date of each Clinical Program, School shall provide to each Kaiser Permanente Clinical Program Coordinator (as defined in Section 3.B.), the name, address and telephone number of each participating student and any additional information reasonably required by Kaiser Permanente, such as evidence of compliance with Clinical Program prerequisites.

D. School shall be responsible for all classroom instruction, evaluation, supervision, control and discipline of the students in the Clinical Programs.

E. School will maintain all personnel and academic records of the students.

F. School will enforce rules and regulations governing the students that are mutually agreed upon by School and Kaiser Permanente.
G. School will notify the students that they are responsible for:

1. Following the administrative policies of Kaiser Permanente
2. Arranging their own transportation.
3. Reporting to Kaiser Permanente on time and following all established rules and regulations of Kaiser Permanente;
4. Arranging for their own health insurance.
5. Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
6. Maintaining confidentiality of patient information in accordance with State and federal law. No student will have access to or have the right to review any medical record, except where necessary in the regular course of their Clinical Program. The discussion transmission or narration in any form by students of any patient information obtained in the regular course of the Clinical Program is forbidden except as permitted by law.

3. RESPONSIBILITIES OF KAISER PERMANENTE

A. Each Medical Center will accept from School the mutually agreed upon number of students in the Clinical Programs, provided, however, that Medical Center may decline to accept any student who does not meet the applicable Clinical Program prerequisites. Medical Center will provide Clinical Program students with a supervised clinical experience.

B. Each Medical Center will designate for each Clinical Program, a person responsible for coordinating and resolving operational issues related to the Clinical Program with the appropriate Clinical Program Liaison (a “Kaiser Permanente Clinical Program Coordinator”).

C. Medical Center may request School to withdraw from a Clinical Program any student (1) who Medical Center, in its sole discretion, determines is not performing satisfactorily; (2) who fails to abide by Medical Center’s administrative policies, procedures, rules, and regulations; or (3) who Medical Center determines has not satisfied the prerequisites for participation. Such request must be in writing and must include a statement of the reason or reasons why Medical Center desires to have the student withdrawn. School shall comply with any such request within seven (7) days of the date thereof.

D. Kaiser Permanente retains responsibility to direct all patient care.

E. Kaiser Permanente will, on any day when a student is participating in a Clinical Program, provide to a student necessary emergency health care or first aid for
accidents occurring in its facilities. Except as herein provided, Kaiser Permanente will have no obligation to furnish medical or surgical care to any student.

4. EQUAL OPPORTUNITY: EMPLOYMENT OF THE HANDICAPPED; AFFIRMATIVE ACTION FOR DISABLED VETERANS; VETERANS OF THE VIETNAM ERA; AND OMNIBUS RECONCILIATION ACT

A. School will provide services to Members without discrimination on account of race, sex, color, religion, national origin, age, physical or mental disability, or veteran’s status. School recognizes that as a governmental contractor Kaiser Permanente is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action, which also may be applicable to subcontractors. School, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses from the Federal Acquisition Regulation (FAR) at 48 CFR Part 52 shall be incorporated herein by reference as required by federal laws, executive orders, and regulations, including the following FAR clauses: (a) Equal Opportunity (Feb. 1999) at FAR 52.222-26; (b) Affirmative Action for Disabled Veterans of the Vietnam Era (April 1999) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Small Business Subcontracting Plan (Oct. 1999) at FAR 52.219-9.

B. Omnibus Reconciliation Act - Section 952 of the Omnibus Reconciliation Act of 1980 (PL 98-499) providing for access by the Secretary of Health and Human Services (HHS) and the Comptroller General to the books and records of School to the extent it provides services are incorporated in the Agreement.

5. DISPUTE/ISSUE RESOLUTION

A. In the event of any disputes over, or if any issues arise regarding, the implementation or interpretation of this Agreement, the Clinical Program Liaison and the Kaiser Permanente Clinical Program Coordinator at the applicable facility shall meet and confer in good faith in an effort to resolve the dispute or issue. School shall designate a single representative for all Clinical Programs to whom all disputes or issues shall be referred in the event the parties cannot reach agreement at the facility level. The School representative so designated shall meet with a representative of the Kaiser Permanente’s Medical Services Contracting Department in an effort to resolve such disputes or issues.

B. If the parties fail to resolve any dispute in the manner set forth above, and such dispute may directly or indirectly concern or involve any term, covenant or condition herein, then the parties shall settle the dispute by final and binding arbitration in the County of Alameda in accord with the Code of Civil Procedure Sections 1280 et seq. or successor statutory provisions governing arbitration. Judgment upon the award rendered by the arbitrators may be entered by either...
party in any court having jurisdiction thereof. Each party shall bear its own costs of arbitration and shall bear the compensation and costs of the arbitrator in proportion to the arbitrator's determination of each party's relative liability.

6. **STATUS OF SCHOOL AND KAISER PERMANENTE**

It is expressly understood and agreed that this Agreement is not intended and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between School, Kaiser Permanente and students, but is rather an agreement by and between independent contractors, these being School and Kaiser Permanente.

7. **STATUS OF STUDENTS**

It is expressly agreed and understood by School and Kaiser Permanente that students participating in Clinical Programs are in attendance for educational purposes, and such students and other employees or agents of School involved in the Clinical Programs are not considered employees of Kaiser Permanente for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or worker's compensation insurance or any other benefit or payment from Kaiser Permanente.

8. **HOLD HARMLESS**

A. School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.

9. **INSURANCE**

A. During the term of this Agreement, School agrees that it will self-insure or procure and maintain in full force and effect, at its sole expense, combined bodily injury and property damage liability insurance with limits of not less than $500,000 per occurrence and $1,000,000 annual aggregate covering the obligations and liabilities of School referred to herein. Such coverage must provide for thirty (30) days prior written notice to Kaiser Permanente of any intended material change to or cancellation of said coverage. Certification of insurance evidencing such coverage or evidence of self-insurance shall be provided to Kaiser Permanente prior to the effective date of this Agreement.

B. School will self-insure or procure and maintain in full force and effect malpractice coverage covering School, its officers, agents, and employees while using the facilities of Kaiser Permanente as provided for herein and further covering Kaiser
Permanente as an agency used by School as a clinical affiliate, with limits of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate. A certificate evidencing such insurance coverage or evidence of self-insurance shall be provided to Kaiser Permanente prior to the effective date of this Agreement. Such coverage and certificate must provide for thirty (30) days prior written notice to Kaiser Permanente of any intended material change to or cancellation of said coverage.

1. School shall make available the ability for students to purchase medical malpractice liability insurance. The limits on School’s liability policy shall be, at minimum, $1,000,000 per occurrence and $3,000,000 annual aggregate. School shall provide evidence of medical malpractice liability insurance to Kaiser Permanente when requested.

2. If students acquire medical malpractice liability insurance through another source, School shall ensure that students submit evidence of such coverage to Kaiser Permanente. The limits of such policy shall be, at minimum, $1,000,000 per occurrence and $3,000,000 annual aggregate.

3. School shall inform all students that: Kaiser Permanente shall accept placement of only those students who have medical malpractice coverage at the limits set forth above.

C. School shall self-insure or procure and maintain in full force and effect during the term of this Agreement, workers’ compensation insurance covering its employees and students while participating in the Clinical Programs herein provided. Such coverage and certificate must provide for thirty (30) days prior written notice to Kaiser Permanente of any intended material change to or cancellation of said coverage.

10. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date and shall continue in effect unless and until terminated by either party in accordance with this Section 10.B.

B. This Agreement may be terminated by either party upon the giving of thirty (30) days prior written notice to the other. Notwithstanding the foregoing, this Agreement may be terminated immediately by Kaiser Permanente in the event School fails to maintain coverage required by Section 9, which termination shall be a termination with cause.

C. Each Kaiser Clinical Program Coordinator at each Medical Center has sole discretion to terminate, decline to initiate or renew, or modify those Clinical Programs for which he or she is responsible.

D. Notwithstanding Section 10.B. or 10.C., any “without cause” termination of this Agreement or termination of an individual Clinical Program at any Medical Center shall not take effect with respect to students participating in the affected Clinical Programs on the date of such notice of termination or deletion until such time as
those Clinical Programs are completed in accordance with their original terms.

11. MISCELLANEOUS

A. Notice: All notices provided herein to be given by one party to the other will be deemed to have been given when written and personally delivered or deposited in the United States mail, certified, postage prepaid, and addressed to the parties at the addresses set forth after their signatures on the execution page.

B. Entire Agreement: This Agreement, together with all Exhibits and subexhibits attached hereto and incorporated by reference herein, contains all the terms and conditions between the parties and supersedes any prior contracts, agreements, negotiations, proposals or understandings relating to the subject matter of this Agreement. Except as provided herein, no modification or amendment of this Agreement will be effective unless written and signed by both parties.

C. Waiver: No waiver of any default under this Agreement or under any agreement or document executed in connection herewith shall constitute or operate as a waiver of any subsequent default, and no delay, failure or omission in exercising or enforcing any right, privilege or option hereunder or thereunder shall constitute a waiver, abandonment or relinquishment thereof or prohibit or prevent any election under or enforcement or exercise of any other right, privilege or option. No waiver of any provision hereof by a party hereto shall be deemed to have been made unless or until such waiver shall have been reduced to writing and signed by the party making such waiver. Failure by a party to enforce any of the terms, covenants or conditions of this Agreement for any length of time or from time to time shall not be deemed to waive or decrease the rights of such party to insist thereafter upon strict performance of the other party.

D. Severability: In the event that any term or provision of this Agreement shall to any extent be held by a court of proper jurisdiction to be invalid or unenforceable for any reason, the remainder of this Agreement shall not be affected thereby, and the remaining terms and provisions hereof shall remain in full force and effect. The invalid or unenforceable provision shall, to the extent permitted by law, be deemed amended and given such interpretation as to achieve the intent of this Agreement.

E. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

F. Authority to Execute: The undersigned individuals represent and warrant that they are fully authorized to execute this Agreement on behalf of the respective parties.

G. Third Party Beneficiary: Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to anyone not at party to this Agreement.
H. Assignment: School shall not assign any rights or delegate any duties under this Agreement without prior written consent of Kaiser Permanente.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives as of the dates set forth below.

KAISER FOUNDATION HOSPITALS and
THE PERMANENTE MEDICAL GROUP, INC.

By: ____________________________

Bellinda Rossmiller
Regional Administrator
Medical Services Contracting

Date: 5-24-11

CENTRAL WASHINGTON UNIVERSITY

By: ____________________________

Name: Connie Lambert
Title: Dean, College of Education and Professional Studies

Date: 5-11-11

Medical Services Contracting
1800 Harrison Street, 7th Floor
Oakland, CA 94612
EXHIBIT A

CENTRAL WASHINGTON UNIVERSITY

PROGRAMS CURRENTLY OFFERED

EFFECTIVE MAY 1, 2011

The following Clinical Program(s) is/are provided for in this Agreement:

Dietetic Internship Program/Clinical Internship
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