AGREEMENT
BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
KAISER FOUNDATION HOSPITALS
AND
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST

This Agreement is entered into by and between Central Washington University ("School"), and KAISER FOUNDATION HOSPITALS, a California nonprofit public benefit corporation, ("Hospital"), and KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST, an Oregon nonprofit corporation ("Health Plan"). Hospital and Health Plan shall for the purpose of this Agreement be referred to as "Kaiser Permanente" unless the duties, rights and obligations are specific to a single organization.

WITNESSETH:

WHEREAS, School offers an approved non-clinical program or programs listed in Attachment "A" as part of its curriculum ("Program"); and WHEREAS, the said curriculum complies with all applicable laws and regulations; and WHEREAS, Kaiser Permanente operates facilities which are suitable for the Program; and

WHEREAS, all parties will benefit if students of the Program use the facilities of Kaiser Permanente during their participation in the Program. NOW, THEREFORE, in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. OBLIGATIONS OF SCHOOL

SCHOOL SHALL:

A. Designate a faculty member to coordinate with a designee of Kaiser Permanente in planning the Program for the students.

B. Designate the students who are enrolled in good standing in the said curriculum, and who will be participating in the Program at Kaiser Permanente facilities in such numbers as are acceptable to Kaiser Permanente.
C. Be responsible for all instruction, supervision, evaluation, and discipline of students in the Program.

D. Maintain all personnel and academic records of students.

E. Certify to Kaiser Permanente that students comply with Kaiser Permanente’s requirement for tuberculin skin test (or chest x-ray). Certification is to be provided when students first report to Kaiser Permanente facilities.

F. Send only such students who do not, to the School’s knowledge, have any type of acute or chronic condition that would put the student or any patient or employee at risk.

G. Require students to conform to all applicable Kaiser Permanente policies, procedures, and regulations, and to all additional requirements and restrictions agreed upon by designees of School and Kaiser Permanente.

H. Report to designee of Kaiser Permanente before the beginning date of each Program the following information about each student: name, address, and telephone number and all other reasonable information about the Program and students as requested by Kaiser Permanente.

I. Schedule a student interview when requested by designee of Kaiser Permanente.

J. Comply with a request by Health Plan or Hospital to withdraw a student from the Program within (5) days of receipt of such notice. However, if student’s performance endangers the health and welfare of patients or employees of Health Plan or Hospital, School will withdraw the student immediately.

K. Notify students that they are responsible for:

1. Providing the necessary and appropriate uniforms which may be designated, but not provided by Kaiser Permanente;

2. Arranging for their own transportation and living accommodations;

3. Reporting to Kaiser Permanente facilities at agreed times;

4. Retaining financial responsibility for emergency medical care received during the Program;

5. Maintaining the confidentiality of patient information. (See Paragraph L. below.); and

6. Maintaining the confidentiality of proprietary information. (See Paragraph M below.)
L. Ensure that its students in the Program maintain the confidentiality of patient information. No student shall have access to or have the right to review any medical record, except where necessary in the regular course of the Program. The discussion, transmission, or narration in any form by student of any patient information of a personal nature, medical or otherwise, is forbidden except as a necessary part of the Program. In accordance with Kaiser Permanente policy, students will be required to sign the appropriate Confidentiality form.

M. Ensure that its students in the Program maintain the confidentiality of any materials, information, membership rosters or data supplied by Kaiser Permanente for the School’s or any student’s use while participating in the Program (“Confidential/Proprietary Information”). Confidential/Proprietary Information includes, but is not limited to, information concerning Kaiser Permanente’s employees, products, services, membership, prices, operations, business systems, business agreements, business strategies, planning and finance, practice and advice protocols and formularies. During the term of this Agreement and at any time thereafter, without their prior written consent of Kaiser Permanente, School, its employees, agents, and students shall not publish, communicate, divulge, disclose or use any such information which has been provided by Kaiser Permanente or which from the surrounding circumstances or in good conscience ought to be treated by School as confidential. Students will be required to sign the Confidentiality of Proprietary Information form in Attachment B.

N. School shall require its students participating in the Program to report immediately any accident, injury or unsafe condition or incident that they become aware of to their [supervisor?] at Kaiser Permanente so that appropriate action may be taken to provide any necessary medical attention or remedial action to correct the problem. School shall inform each student that failure to report any such accident, injury or unsafe condition or incident may result in removal of such student from the Program.

II. OBLIGATIONS OF KAISER PERMANENTE

KAISER PERMANENTE SHALL:

A. Accept from School the mutually agreed upon student(s) enrolled in the Program(s) so long as such access does not interfere with the regular activities of the facilities.

B. Designate a member of its staff to participate with the School’s designee to plan, implement and coordinate the Program.
C. Permit designated personnel at the facilities to participate in the Program in the training of students, provided such participation does not interfere with service commitments of Health Plan or Hospital personnel.

D. Have the right to demand that School withdraw from the Program any student who, in Health Plan’s or Hospital’s judgment, is not performing satisfactorily, or who refuses to follow Kaiser Permanente’s administrative and patient care policies, procedures, rules and regulations, including those involving behavior, dress and hygiene. Such request must include a statement of the reason or reasons why Kaiser Permanente desires School to withdraw the student. School shall comply with such a demand within five (5) days of receipt of notice. However, if student’s performance endangers the health and welfare of patients or employees of Kaiser Permanente, School shall withdraw the student immediately.

E. On any day when a student is receiving training at its facilities, provide to students necessary emergency medical care for accidents occurring in its facilities. After the care is provided, Kaiser Permanente may bill students for such care and the students will be obligated to pay for the care received. Except as herein provided, Kaiser Permanente shall have no obligation to furnish medical or surgical care to any student.

F. Be responsible for patient care and quality assurance.

G. Share responsibility with School for instruction, supervision, evaluation, and discipline of students in the Program.

H. Orient students to Kaiser Permanente facilities.

I. Not decrease its customary number of staff as a result of the assignment of Program students to the facilities.

III. JOINT RESPONSIBILITIES

The designees of School and Kaiser Permanente will formalize by letter operational details of the training program, including, but not limited to, assignments, and a mutually agreeable schedule of the times students are expected to be in Kaiser Permanente facilities.

INSURANCE

A. The State of Washington, including all of it’s agencies and departments, is legally self-insured for all exposure to tort liability, general liability, property damage liability, and vehicle liability as provided for in the Risk Management act, Chapter 42.19 RCW.
B. The Tort Claims Act, RCW 4.92 et.seq., provides the fundamental remedy for all liability claims against the State. Such claims must be filed with the State Office Risk Management for processing according to statute.

C. Hospital and Health Plan shall either self-insure its obligations and liabilities herein referred to or provide protection by a combination of insurance and self-insurance.

D. School shall extend its usual workers’ compensation insurance to cover all students and employees who are participating in the Program at the Health Plan or Hospital facilities.

E. School shall extend its usual workers’ compensation insurance to cover all employees who are participating in the Program at the Health Plan or Hospital facilities. School will verify that all students have medical malpractice insurance.

V. INDEMNIFICATION

A. School agrees to indemnify and hold harmless (and at Hospital or Health Plan’s request, defend) Hospital and Health Plan and all other persons or organizations cooperating in the conduct of the health care program commonly known as Kaiser Permanente including Northwest Permanente, P.C., physicians and surgeons and each of their employees, agents and partners (all of which persons and organizations are referred to herein collectively as “Indemnitees” or individually as “Indemnitee”) from and against any and all claims, losses, damages, liability, costs, expenses, judgments, or obligations whatsoever, for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent resulting from the negligent acts or failure to act or willful misconduct of School, its officers, partners, employees, agents or any student receiving training under this Agreement. The foregoing indemnity and hold harmless obligations include and apply without limitation to injury or damages to Indemnitees, patients, third parties, or any or all of them and their respective property, officers, partners, employees, or agents, regardless of how such injury occurred or is suffered, notwithstanding any alleged contributory negligence on the part of any Indemnitee.

B. Notwithstanding the foregoing, School’s liability hereunder shall not include any responsibility for or obligation to indemnify and hold harmless any Indemnitee from loss, damage, or expense arising solely from the negligence or willful misconduct of any Indemnitee.
C. Hospital and Health Plan shall indemnify and hold harmless (and at School’s request, defend) School and its officers, partners, employees, students or agents from any and all claims, losses, damages, liability, costs, expenses, judgments, or obligations whatsoever for or in connection with injury or damage (including, but not limited to, death) to any person or property to the extent resulting from the negligent acts or failure to act or willful misconduct of Hospital or Health Plan or their partners, officers, employees or agents.

D. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicated shall have occurred prior to the effective date of any such termination or completion.

VI. NONDISCRIMINATION

The parties agree that all students receiving training pursuant to this Agreement shall be selected without discrimination on account of race, sex, color, religion, national origin, age, physical or mental handicap, veteran’s status, or sexual orientation. School recognizes that as a government contractor Kaiser Permanente is subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action that may also be applicable to subcontractors. School, therefore, agrees that any and all applicable equal opportunity and affirmative action clauses shall be incorporated herein as required by federal laws, executive orders, and regulations, which include the following: Executive Order 11246, as amended; the Vocational Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, as amended; Title 41, Part 60 of the Code of Federal Regulations; the Small Business Act, as amended; Executive Order 11625; and the Federal Acquisition Regulation (FAR) at 48 CFR Chapter 1, Part 19, Subchapter D, and Part 52, Subchapter H.

VII. STATUS OF PARTIES

The parties expressly understand and agree that:

A. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between School and Hospital or School and Health Plan and their employees, partners, students or agents, but rather is an agreement by and among independent contractors, those being School, Hospital and Health Plan.
B. School’s students are present at the facilities only for educational purposes, and such students are not to be considered employees or agents of Hospital or Health Plan for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, workers’ compensation insurance, or any other fringe benefits of employment. Neither School nor any of School’s students, instructors, employees or agents shall receive any compensation from Hospital or Health Plan.

VIII. PUBLICITY

Neither School nor Kaiser Permanente shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify either party or its facilities with respect to the Program without the prior consent of the other.

IX. TERM, TERMINATION AND AMENDMENT

A. This Agreement shall be effective for a three (3) year term, commencing on 09/1/2007 and terminating on 8/31/2010, at which time it shall be renewable by mutual agreement of the parties. This Agreement may be terminated, with or without cause, by either party after giving the other party sixty (60) days advance written notice of its intention to terminate.

B. Any written notice given under this Paragraph IX shall be sent by certified mail, return receipt requested, to the following person, as the case may be:

For School: Linda Cashman  
Asst. Professor & Dietetic Internship  
Director  
Dept of Family and Consumer Sciences  
Central Washington University  
400 East University Way  
Ellensburg WA 98926

For Kaiser Permanente: Human Resources Recruitment  
Kaiser Permanente  
500 NE Multnomah, Suite 100  
Portland, Oregon 97232-2099  
Attention: Chantal Kyler
C. This Agreement may at any time be amended in writing when signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

KAISER FOUNDATION HOSPITALS
KAISER FOUNDATION HEALTH PLAN OF THE NORTHWEST

By: ________________________________  By: ________________________________

Tricia Peters                                Mike Kinard
Vice President, Human Resources            Vice President, Care Delivery (COO)
Kaiser Foundation Health Plan of the       Kaiser Foundation Health Plan of the
Northwest                                   Northwest

Date: ___________  Date: ___________
8/15/07                                      8/15/07

CENTRAL WASHINGTON UNIVERSITY

By: ________________________________  Date: ___________

Signature                                          7/24/07

Print Name: ________________________________
Rebecca S. Bowers
Title: ________________________________
Dean, CEPS

By: ________________________________  Date: ___________

Signature                                          7-24-07

Print Name: ________________________________
Linda Cashman, MS, RD, CD
Title: ________________________________
Dietetic Internship Director, Assist. Professor
Attachment A

To Agreement Between Kaiser Permanente and Central Washington University

Masters in Nutrition
Dietetic Internship Program
Psychology
Dietetics
EMT/Paramedics
Pre-Nursing
Exercise Science
Business Administration
Attachment B
Kaiser Permanente Northwest
Bloodborne Pathogens Requirements
for the Student Clinical Affiliation Program

Kaiser Permanente is dedicated to providing a safe and healthful training site for students and clinical instructors who accompany them. The following requirements are established to assure such an environment.

1. Kaiser Permanente requires that students and their clinical instructors who provide direct patient care or have contact with blood or sharps be immunized for Hepatitis-B vaccination or have completed a Declination Form supplied by School in order to be admitted to the Student Clinical Affiliation Program.

2. Kaiser Permanente requires that School certify to Kaiser Permanente that students and their clinical instructors comply with Kaiser Permanente’s requirement for Hepatitis-B vaccination as described in paragraph 1. This certification is to be provided when students and instructors first report to Kaiser Permanente facilities.

3. Kaiser Permanente believes that because of their inexperience, students are in the highest risk category in the area of safe work practices, personal protective equipment, and exposure to blood and other potentially infectious materials. Therefore, Kaiser Permanente requires that School provide to students and their clinical instructors who provide direct patient care or have contact with blood or sharps knowledge of the OSHA Bloodborne Pathogens Standard and training components as outlined on attached form.

4. Kaiser Permanente requires that Schools inform Kaiser Permanente as to what steps they are taking to inform their students and their clinical instructors in providing knowledge described in paragraph 3. The steps are to be documented on the attached form and submitted during contract negotiations.

5. Kaiser Permanente requires that students and their clinical instructors be trained in the core requirements of Kaiser Permanente’s Exposure Control Plan, including practices and procedures of specific engineering and work practice controls. Kaiser Permanente will provide this training as part of the orientation when students and instructors first report to Kaiser Permanente facilities.
Kaiser Permanente Northwest Region
Bloodborne Pathogen/TB Training Components
for Student Clinical Affiliation Program

Student(s) and clinical instructor(s) providing direct patient care or having contact with blood or sharps require the training indicated below. If the student(s) and clinical instructor(s) do not provide direct patient care, please check “N/A” for not applicable.

<table>
<thead>
<tr>
<th>Training Completed:</th>
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<td>Yes</td>
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1. General explanation of the OSHA Bloodborne Pathogens Standard.  
   - Yes  
   - No  
   - N/A

2. Description of bloodborne diseases to include routes and modes of transmission of HIV, HBV, and other potentially infectious materials.  
   - Yes  
   - No  
   - N/A

3. How to recognize tasks which involve occupational exposure to blood and other potentially infectious materials.  
   - Yes  
   - No  
   - N/A

4. The basic concepts of TB transmission, pathogenesis, and diagnosis, including the difference between latent TB infection and active TB disease, the signs and symptoms of TB, and the possibility of reinfection in persons with a positive PPD test.  
   - Yes  
   - No  
   - N/A

5. The purpose of PPD testing, the significance of a positive result and the importance of participation in the skin test program.  
   - Yes  
   - No  
   - N/A

6. How to select appropriate personal protective equipment for a given task.  
   - Yes  
   - No  
   - N/A

7. Information HBV vaccine, including method of administration, safety, benefits of receiving it, and how to obtain it.  
   - Yes  
   - No  
   - N/A

8. Explanation of postexposure evaluation and follow up procedures.  
   - Yes  
   - No  
   - N/A

Signature: [Signature]
Date: 7/24/07