This AGREEMENT is between Central Washington University, hereinafter referred to as the University and Kittitas County Public Health Department, hereafter referred to as the "Cooperating Institution".

WHEREAS, both the University and the Cooperating Institution are desirous of cooperating in a plan to provide education for students enrolled in the Dietetic Internship Program at the University.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the University and the Cooperating Institution agree as follows:

Responsibilities of the Cooperating Institution

The cooperating institutions will be responsible for:

1. Providing for Dietetic Intern practice and observational experiences in the various departments, up to the limit of the facilities, in accordance with the written objectives provided by the University. See attachment. The clinical education shall be consistent with the Cooperating Institution’s mission and values, practices, and standards.

2. In the event of any emergency, emergency care will be provided and 911 called if the situation warrants, as is standard procedure in this facility. (The student will otherwise be responsible for his or her health care).

3. Administration of dietary nutrition services without reliance on the assigned students of the University.

4. Administration of dietary nutrition services and patient/client care at the Cooperating Institution shall be the responsibility and under the control and supervision of the Cooperating Institution and shall be administered by the Cooperating Institution's staff.

5. Providing students with additional instruction as needed for students to perform specific assigned tasks.
6. Advising the University of any changes in its personnel, operation, or policies that may effect the clinical experience.

7. Determining the number of students that it can accommodate during a given period of time and communicating this to the University coordinator. Two months prior to the intern’s placement, the University will contact the agency to specify the number of interns the agency can accommodate, for example, by the end of July for a fall placement beginning the end of September.

8. Providing the assigned student with a copy of the Cooperating Institution’s existing pertinent rules and regulations that the student is expected to comply with by the end of the first week of the experience.

9. Providing the physical facilities and equipment necessary to conduct the field experience.

10. Designating appropriate personnel to coordinate the student’s clinical and hospital experiences.

11. Evaluating the performance of the assigned student on a regular basis using the evaluation form supplied by the University.

12. Advising the University at least by mid-term of the field experience at the Cooperating Institution of any serious deficits in the ability of the assigned student to progress toward achievement of the stated objectives of the field experience. (It will then be the mutual responsibilities of the assigned student, the preceptor, and the Dietetic Internship Director to devise a plan by which the student may be assisted to achieve the stated objectives).

13. Having the right to terminate any student whose health or performance is a detriment to patient/client well being or to the achievement of the stated objectives of the clinical experience after notifying the University. In an emergency, as determined in the professional judgment of the staff member responsible for the supervision of the student intern, the County reserves the right to suspend a student’s participation in the internship program to the extent necessary to protect any other person, without advanced notice, pending further review.

14. The Cooperating Institution will permit, with one week’s advance written notice, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the University’s program.
Responsibilities of the University

The University will be responsible for:

1. Administration of the Dietetic Intern programs and supervision of Dietetic Intern instruction. This shall be under the control and supervision of the University and shall be administered by the staff of the University.

2. Advising all students of the necessity of complying with the rules and regulations of the Cooperating Institution at all times and that they conduct themselves in a professional manner. Their attire as well as the appearance must conform to the accepted standards of the Coordinating Institution. The University will assure that students are educated regarding universal precaution and blood-borne pathogens prior to coming to the hospital.

3. Supplying materials for and keeping permanent records of students, maintaining all correspondence and paying for all office work incidental thereto.

4. Verifying that all students have malpractice insurance ($1,000,000 minimum per occurrence/#3,000,000 aggregate), medical insurance and a current health card. Also verifying that students have the following: screen for tuberculosis in the past 6 months, an MMR in past 3 years, Dyptheria and Tetanus, Hepatitis B series.

5. Assuring students have a criminal background check pursuant to applicable Child and Adult Abuse Laws. The University acknowledges that placement of each student is contingent upon provision of the criminal background check dates immediately prior to commencement of the clinical education program.

6. Assuming responsibility for assuring continuing compliance with the educational standards established by the American Dietetic Association.

7. Establishing and maintaining on-going communication with the preceptor of the Cooperating Institution on items pertinent to Dietetic Intern education, including a description of the curriculum, relevant course outlines, policies, facility, and major changes in this information.

8. Notifying the preceptor and the Cooperating Institution of its planned, mutually agreed upon, schedule of student assignment, including the name of the student, and length and dates of the clinical experience.
9. Supplying the preceptor with appropriate forms to be used in evaluating the performance of the assigned student and participating in the final evaluation of the student’s learning experience.

10. Referring to the Cooperating Institution only those students who have satisfactorily completed the American Dietetic Association approved Didactic Program in Dietetics.

11. Having the student provide, prior to the commencement of the student assignment, such confidential information as may be required by the Cooperating Institution or deemed necessary for the training and guidance of the student. Kittitas County Health Department conforms to all legal requirements of HIPAA to maintain confidentiality and privacy of any disclosed information of clients, staff, volunteers, and interns.

12. Arranging for visits and/or regular telephone conversations to the Cooperating Institution during the student’s field experience assignment to discuss activities and performance with the supervisor and student.

13. Establishing the educational objectives for the field experience, devising methods for their implementation, and continually evaluating the effectiveness of the clinical experience.

14. Directing it’s students to comply with the policy and procedures of the Cooperating Institution including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR part of 160 and 164. Solely for the purposes of defining the student’s role in relation to the use and disclosure of the Cooperating Institution’s protected health information, as the term is defined in 45 CFR parts 160 and 164, the students are defined as members of the Cooperating Institution’s workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement. However, the students are not and shall not be considered to be employees or volunteers of the Cooperating Institution, nor are the students agents of the Cooperating Institution by virtue of this provision.

15. The State of Washington is legally self-insured. Chapter 4.92 Revised Code of Washington provides protection and indemnification to State officials and employees for legal liabilities arising out of authorized good-faith activities in behalf of the State of Washington.

Mutual Responsibilities

It will be the mutual responsibility of the Cooperating Institution and the University to:
1. Plan for student placement in the Cooperating Institution.

2. Plan for periodic review of this agreement.

3. Assume responsibility for any acts of its employees, officers, agents, and attorneys. The Cooperating Institution and the University agrees to assume responsibility for any acts of its employees, officers, agents, and attorneys.

4. The University agrees to perform random audits of student records as required by the Cooperating Institution. The Cooperating Institution will provide a Student Records Verification form.

5. The parties will not discriminate against any student or applicant for the program of studies because of race, creed, color, national origin, sex, age or physical handicap.

Additional Rights of the Cooperating Institution

The Cooperating Institution shall have the right to terminate the use of its facilities for any student or faculty member where flagrant or repeated violations of the Cooperating Institution's rules, regulations, procedures, or policies occur. Such action will not normally be taken until the grievance against any faculty member or student has been discussed with the appropriate representatives of the University. The Cooperating Institution reserves the right to take immediate action where necessary to maintain its operation free from disruption.

Indemnity

Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions of the part of itself, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other part.

Amendment of the Agreement

This agreement shall commence on January 1, 2005 and shall remain in effect until terminated by either party upon not less than six (6) months advance written notice to the
other party. Modification of the Agreement

This contract embodies the entire agreement, terms and conditions between the University and the Cooperating Institution. No oral agreements or conversations between any officer, agent, or employee of the University and any officer, agent, or employee of the Cooperating Institution shall affect or modify any of the terms or obligations contained in the documents comprising this agreement. Any such oral agreement shall be considered as unofficial information and in no way binding upon either party unless the agreement is modified as provided above in paragraph five.

CENTRAL WASHINGTON UNIVERSITY

NAME: Rebecca Bowers
TITLE: Dean, College of Education and Professional Studies
SIGNATURE
DATE 12/02/04

Kittitas County Public Health Department

NAME: Bonnie J. Corns
TITLE: Community Health Services Manager
SIGNATURE
DATE 12/17/04

UNIVERSITY

Central Washington University
Department of Family & Consumer Sciences & College of Education & Professional Studies
Ellensburg, WA 98926

COOPERATING INSTITUTION

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