STUDENT TRAINING AGREEMENT

This Student Training Agreement ("Agreement") is made and entered into this 10th day of July, 2007, by and between Central Washington University ("Sponsoring Institution") and Total Renal Care, Inc. d/b/a Mt. Adams Kidney Center ("Facility").

WHEREAS, Sponsoring Institution offers to enrolled students in a degree program in the field of Dietetics, Exercise Science, Psychology, EMT/Paramedics, Pre-Nursing, and any other program deemed appropriate by both parties, in writing; and

WHEREAS, Sponsoring Institution conducts and maintains a Program into which it admits properly qualified individuals for training ("Students"); and

WHEREAS, Facility conducts, maintains, and carries on a health-related activity and is willing to provide clinical training and/or observation to Students of Sponsoring Institution so long as such training does not interfere with Facility's obligations to its patients; and

WHEREAS, the parties desire to establish their respective rights, responsibilities, and obligations in the Program;

NOW, THEREFORE, in consideration of the agreements herein contained, it is hereby mutually agreed between Sponsoring Institution and Facility as follows:

1. RESPONSIBILITIES OF SPONSORING INSTITUTION

Sponsoring Institution will perform the following acts, duties, and services:

a. Sponsoring Institution will assign Students who have successfully completed appropriate clinical education and training experience as Program participants to the Facility.

b. Sponsoring Institution will require each Student to maintain, or Sponsoring Institution will provide throughout the Term of the Program as permitted by law, without interruption, applicable professional liability insurance. This insurance coverage shall be primary coverage and not secondary coverage, contributory or excess coverage in combination with coverage Facility may maintain. Each Student or Sponsoring Institution, as the case may be, will provide, at the request of Facility, a certificate of insurance for each and every Student in the amount of One Million Dollars and No Cents ($1,000,000.00) for each claim and Three Million Dollars and No Cents ($3,000,000.00) in the aggregate, naming Facility as an additional insured.
c. As a condition for placement, Sponsoring Institution will obtain proof of primary health insurance for all students which they placed in the facility. Students will be responsible for providing for their own health insurance. Students will provide Facility with evidence of the requested insurance.

d. On or before commencement of the Term of this Agreement, Sponsoring Institution will designate a representative to work with Facility's representative to coordinate the administrative and academic aspects of the Program. Sponsoring Institution will not assign any faculty member to Facility in connection with the operation of the Program who is not appropriately licensed or certified, and will keep evidence of the licensure or certification of all assigned faculty on file with Facility at all times.

e. Sponsoring Institution will inform each Student that he or she is responsible for:

   (i) respecting the confidentiality of Facility's patients and Facility's patient records and complying with the Health Insurance Portability and Accountability Act ("HIPAA") and similar state laws;

   (ii) complying with all applicable rules, regulations, policies, and procedures of Facility;

   (iii) complying with all state laws and regulations regarding the scope of practice of student interns;

   (iv) providing uniforms as required;

   (v) complying with all policies concerning universal precautions, including wearing personal protective equipment;

   (vi) paying all applicable expenses, including, without limitation, meals, laundering of uniforms, medical expenses, transportation, and books;

   (vii) providing Facility with records of each Student's physical examinations, immunization statuses, and other medical tests as requested by Facility and consistent with Facility's policies;

   (viii) obtaining written permission from Facility and Sponsoring Institution before publishing any material related to the Program experience; and

   (ix) providing Facility with any information it needs, including, without limitation, signing all requisite forms, to allow Facility to conduct a background check on the Student (the background check will not include a report on the Student’s credit capacity or credit history).
f. Sponsoring Institution will obtain, upon request of Facility, any authorization from Students necessary for the release of confidential records, including, without limitation, Students' medical records and educational records.

g. Sponsoring Institution shall advise Students that they are not to receive wages during this Program, that they are not deemed employees of Facility, that they are not covered by Facility's workers' compensation insurance in case of injury, and that they should have no expectation of employment upon the conclusion of the Program.

h. Sponsoring Institution shall remove any Student from participation in the Program upon Facility's request for any reason deemed reasonable and sufficient by Facility, in its sole discretion, provided that Facility will exercise said removal rights in a nondiscriminatory manner.

i. Sponsoring Institution shall be responsible for maintaining all records and reports concerning or in any way related to the participation of all Students in the Program and the Program. At no time shall the names of any of Facility’s patients appear in these records or reports.

j. Sponsoring Institution shall require each Student to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Confidential Information Agreement in the form attached hereto as Exhibit B.

2. RESPONSIBILITIES OF FACILITY

Facility, acting by and through its Facility Administrator, will perform the following acts, duties, and services:

a. Facility will designate an employee who will act as a liaison between it and Sponsoring Institution.

b. Facility will provide Students and faculty with an orientation to Facility. The orientation shall include, but will not be limited to, instructions concerning Facility’s rules, regulations, policies, procedures, universal precautions, and confidentiality.

c. Facility shall provide Students with a structured Program and supervision commensurate with the Program. Facility shall also provide personnel and related resources to implement the Program.

d. Facility shall permit Students to use equipment at Facility, as Facility determines appropriate, and Facility shall provide Students with access to its break room.

e. Facility shall provide, or be responsible for providing, at Students' expense, emergency medical care for any Student as may be necessary for any illness or injury arising from any activity the Student was engaged in as part of
the Program. The Student or Sponsoring Institution is responsible for paying the Student's medical expenses. Nothing in this Agreement shall be construed as an assumption of liability by Facility for any injury suffered by a Student during his or her experience at Facility.

f. Facility retains the right to request removal of any Student from participation in the Program who, for any reason deemed sufficient by Facility, in its sole discretion, is not complying with the terms and conditions of this Agreement or Facility’s policies and procedures; is disruptive; is behaving in a manner detrimental to the Program and/or Facility’s patients, including drug or alcohol use; or is not participating in the Program at a level which will permit the Student to achieve the benefits of his/her experience; provided; however, that Facility exercises said privilege in a nondiscriminatory manner.

g. Facility shall provide Sponsoring Institution with periodic reports, in the format requested by Sponsoring Institution, concerning the progress of Students. However, Sponsoring Institution shall at all times remain solely responsible for the evaluation and grading of Students.

h. Sponsoring Institution acknowledges that Facility is not responsible for the design or implementation of the Program but is merely affording Students an opportunity to secure an observational and/or clinical experience in a work setting different from that maintained by Sponsoring Institution.

3. MUTUAL RESPONSIBILITIES

Sponsoring Institution and Facility, in cooperation and collaboration with each other, agree as follows:

a. The parties agree to meet, at reasonably noticed and scheduled meetings, to plan and implement the learning experiences of Students.

b. Both parties shall agree on the period of time for each Student’s experience prior to the beginning of the Program.

c. Both parties shall agree on the number of Students, necessary qualifications, and experience for the Program participants subject to space, time, and needs limitations.

4. CONFIDENTIALITY

Sponsoring Institution and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information, by law, of Facility and/or its patients, and not disclose or reveal any confidential information to any third party without the express prior written consent of Facility.
Sponsoring Institution, and its agents, students, faculty, representatives, and employees, and Facility, and its agents and employees, mutually agree to comply with the relevant provisions of HIPAA. Both parties acknowledge and agree that, from time to time, HIPAA may require modification to this Agreement for compliance purposes. Both parties further acknowledge and agree to comply with requests by either party related to HIPAA.

Unauthorized disclosure of confidential information be a material breach of this Agreement and shall provide Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to Sponsoring Institution. Sponsoring Institution acknowledges and recognizes that the unauthorized disclosure of confidential information, Protected Health Information ("PHI"), as defined by HIPAA, unless specifically required by federal, state, or other law, shall be a material breach and Facility may seek immediate injunctive relief and elect to institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, to enforce specific performance of Sponsoring Institution, to enjoin any threatened or actual breach of this Agreement by Sponsoring Institution, its agents, students, faculty, representatives, and employees, as appropriate, and/or to recover any damages resulting from the breach hereof and recover reasonable attorneys' fees and costs of prosecuting any such action.

5. TERM AND TERMINATION

a. This Agreement shall be for an initial term of one (1) year commencing on the 5th day of February, 2007 ("Term"), and will thereafter automatically renew for one (1) year successive terms, unless terminated sooner by either party in accordance with this Agreement.

b. This Agreement may be terminated by either party, with or without cause, following thirty (30) days' advance written notice by certified, registered mail to the other party. No termination shall be effective until the completion of the Program by those Students participating in the Program at the time the notice is given, unless Facility, in its absolute and sole discretion, discovers that the performance of this Agreement exposes Facility's patients and/or employees to harm or potential harm.

6. INDEMNIFICATION

To the extent permitted by law, each party agrees to indemnify and hold harmless the other party for and on account of any and all claims, liabilities, causes of action, damages, suits, judgments, and expenses, including, without limitation, reasonable attorneys' fees, arising out of, related to, or in any way connected with the negligent, reckless, or intentional acts or omissions of the other party, its faculty, employees, or officers, while in the conduct of the Program.
7. NO REMUNERATION

No pay or remuneration will be given to either party for participation in the Program under this Agreement.

8. COMPLIANCE

a. Sponsoring Institution and Facility agree and certify that this Agreement is not intended to generate referrals for services or supplies for which payment may be made in whole or in part under any federal health care program. Sponsoring Institution and Facility will comply with statutes, rules, and regulations as promulgated by federal and state regulatory agencies or legislative authorities having jurisdiction over the parties.

b. Sponsoring Institution certifies that it will abide by the terms of the Anti-Kickback Statute in all matters involving Facility.

9. EXCLUDED PROVIDER

Sponsoring Institution hereby represents and warrants that Sponsoring Institution is not and at no time has been excluded from participation in any federally funded health care program, including, but not limited to, Medicare and Medicaid. Sponsoring Institution hereby agrees to notify Facility immediately after Sponsoring Institution becomes actually aware of any threatened, proposed, or actual exclusion of Sponsoring Institution from any federally funded health care program, including, but not limited to, Medicare and Medicaid. In the event that Sponsoring Institution is excluded from participation in any federally funded health care program during the term of this Agreement, or after the effective date of this Agreement, it is determined that Sponsoring Institution is in breach of this Section, and this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. To the extent permitted by law, Sponsoring Institution shall indemnify and hold harmless Facility against all actions, claims, demands, and liabilities, and against all loss, damage, costs, and expenses, including, without limitation, reasonable attorneys’ fees, arising directly or indirectly, out of any violation of this Section by Sponsoring Institution or due to the exclusion of Sponsoring Institution from a federally funded health care program, including Medicare and Medicaid, or out of an actual or alleged injury to a person or to property as a result of the negligent or intentional act or omission of Sponsoring Institution in connection with Sponsoring Institution’s obligations under this Agreement.

10. GENERAL PROVISIONS

a. Status of Parties. The parties agree that the staff and Students of Sponsoring Institution participating in the Program are independent contractors, and, as such, are not the employees or agents of Facility and are not entitled to any benefits from Facility, including, but not limited to, workers’ compensation,
unemployment compensation, medical treatment (except as hereinabove provided), insurance, or any other benefits provided by Facility to its employees, except as specifically required by law, and, in such case, only to the extent and for the purposes so required. Sponsoring Institution shall be liable for its own debts, obligations, acts, and omissions, including, without limitation, the payment of all required withholding, social security, and other taxes or benefits. In no event shall this Agreement be construed as establishing a partnership, joint venture, joint employment, or similar relationship between the parties hereto.

b. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, understandings, negotiations, and representations concerning the subject matter of this Agreement not expressly set forth herein are void and of no force or effect whatsoever.

c. **Captions.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

d. **No Waiver.** Any failure of a party to enforce that party’s right under any provision of this Agreement shall not be construed or act as a waiver of said party’s subsequent right to enforce any of the provisions contained herein.

e. **Notices.** Any notice or communication required or permitted to be sent to the parties shall be in writing and shall be deemed to have been sufficiently and effectively given if mailed by certified or registered mail, return receipt requested, addressed to:

   **If to Company:** Total Renal Care, Inc.
   3220 Picard Place
   Sunnyside, WA 98944
   Attention: Facility Administrator

   **With copies to:** DaVita Inc.
   15253 Bake Parkway
   Irvine, California 92618
   Attention: Legal Department

   **If to Sponsoring Institution:** Central Washington University
   Business Services & Contracts
   400 East University Way
   Ellensburg, WA 98926-7474

   **f. Governing Law.** This Agreement shall be governed and interpreted according to the laws of the State of Washington.
g. **Severability.** Should any portion of this Agreement be declared invalid by a court of competent jurisdiction, then, and in that event, it is the intention of the parties that the remainder of said Agreement shall remain in full force and effect.

h. **Nonexclusive Agreement.** This Agreement is nonexclusive. Either party reserves the right to participate in other clinical training programs.

i. **Nondiscrimination.** Neither the Sponsoring Institution nor the Facility will discriminate against any person because of race, color, religion, sex, national origin, age, disability, sexual orientation, marital status, veteran status, Vietnam-era veteran status, or any other protected class status.

j. **Assignment.** Neither party may assign this Agreement to any party or entity without the prior written consent of the other party. This Agreement inures solely to the benefit of the parties hereto and does not, and shall not be construed to, create any third-party rights, including, without limitation, any third-party beneficiary rights to Students.

k. **Amendment.** This Agreement shall not be amended or modified, except by an instrument in writing duly executed by the parties hereto.

l. **Name or Logo.** Neither party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval, which approval shall not be unreasonably withheld.

m. **Approval by DaVita Inc. as to Form.** The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by DaVita Inc. as to the form of hereof.
IN WITNESS WHEREOF, the parties hereto have signed this Agreement to be effective on the date and year first above written.

Central Washington University

By: 
Rebecca Bowers, Dean,
College of Education & Professional Studies

Date: 1/23/07

Total Renal Care, Inc.

By: 
Richard Turner
Division Vice President

Date: 1/26/07

Approved by DaVita Inc. as to Form:

By: 
Jon Kweller
Deputy General Counsel-Operations

Date: 1/26/07
EXHIBIT A

STATEMENT OF RESPONSIBILITY

I acknowledge and agree that in order to participate in the observation of the patients of Total Renal Care, Inc. d/b/a Mt. Adams Kidney Center ("Facility"), I agree to act within the scope of instructions given to me, and I will always conduct myself in a safe manner. I also acknowledge that I have discussed the operations of Facility with the appropriate members of the care team and/or faculty members of Central Washington University ("Sponsoring Institution") and have learned about the various risks and dangers that I may be exposed to when I enter the facility. The risks we have discussed include, without limitation, the risk of exposure to blood products, which could result in exposure to and infection with the AIDS virus or hepatitis, as well as the risk of exposure to other infectious diseases, such as tuberculosis.

For and in consideration of the benefit provided to me in the form of observing the treatment of patients of Facility, I and my heirs, successors, and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by me while participating in the observer program operated by Sponsoring Institution at Facility.

In addition to the foregoing, I and my heirs, successors, and/or assigns hereby covenant and agree to indemnify and hold harmless Facility for any injury or loss sustained by me while participating in the Program operated by Sponsoring Institution at Facility, or any injury or loss arising from my actions while participating in the Program.

Dated this __________ day of ____________, 200____.

_______________________________________
Student's Signature

_______________________________________
Print Name

_______________________________________
Witness

_______________________________________
Print Name
EXHIBIT B

CONFIDENTIAL INFORMATION AGREEMENT

I understand the importance of preserving the confidential nature of the information of Total Renal Care, Inc. d/b/a Mt. Adams Kidney Center ("Facility"). This includes, but is not limited to, Facility's data and records relative to business interests, computer systems and programs, projections, business plans, inventions, trade secrets, know-how, as well as information wherein Facility has an obligation of confidentiality to a third party and information concerning any patient, employee, physician, independent contractor, student, fellow, or volunteer. I understand the necessity that such information not be compromised for any reason other than necessary business or medical communications and treatment needs.

I further understand that patient information is confidential and not to be discussed with or disseminated to anyone, either inside or outside Facility, except on an as-needed basis for the treatment of the individual, payment related thereto, or for Facility's healthcare operations in compliance with federal and state regulations. Unauthorized dissemination may be a violation of federal and state laws.

I am also aware and fully understand, that any violation of this Confidential Information Agreement is grounds for corrective action, up to and including immediate termination of any agreement between Facility and any of its subsidiaries and/or related organizations by which I am bound.

Print Name________________________

Signature__________________________

Company Name/Sponsoring Institution_____________________________________

Date_____________________________

Affiliation

DVA Employee____
Student_____  
Agency Employee____
Volunteer_____  
Independent Contractor_____  
Attending Physician_____  
Medical Director_____  
Nephrology Fellow_____