

**AN AGREEMENT BETWEEN DIETETIC INTERNSHIP PRECEPTOR SITES  
AND CENTRAL WASHINGTON UNIVERSITY  
DIETETIC INTERNSHIP  
PROGRAM**

This AGREEMENT is between Central Washington University, hereinafter referred to as the University and Kennewick School District, 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:

Cooperating Institutions agree as follows:

1. 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. The clinical education shall be consistent with the Cooperating Institution's mission and values, practices, and standards.
  2. Administering emergency care to Dietetic Intern students and faculty, should the occasion arise, until the personal physician involved arrives. 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 affect 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 in the fall of the preceding year.
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. Supporting continuing education and professional growth and development of those staff that are responsible for student supervision.
10. Providing the physical facilities and equipment necessary to conduct the field experience.
11. Designating appropriate personnel to coordinate the student=s clinical and hospital experiences.
12. Providing the assigned student, whenever possible, with use of library facilities and reasonable study and storage space.
13. Evaluating the performance of the assigned student on a regular basis using the evaluation form supplied by the University.
14. 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).
15. 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.
16. 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.

## 2. 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.
3. 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.
4. 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 less than two years prior to commencement of the clinical education program.
5. Assuming responsibility for assuring continuing compliance with the educational standards established by the American Dietetic Association.
6. 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.
7. 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.
8. 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 students learning experience.
9. Referring to the Cooperating Institution only those students who have

satisfactorily completed the American Dietetic Association approved Didactic Program in Dietetics.

10. 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.
11. 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.
12. Establishing the educational objectives for the field experience, devising methods for their implementation, and continually evaluating the effectiveness of the clinical experience.
14. Direct its 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 parts 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.

### 3. 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, and agents.

### 4. 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.

5. Indemnity

Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other, nor does neither party assume any responsibilities to the other party for the consequence of any act of omission of any person, firm, or corporation not a party to this Agreement

University is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92RCW). Claims against University and its employees, officers, and agents while acting in good faith within the scope of their official University duties, are covered by the State of Washington Self-Insurance Program and Tort Claims Act (RCW 4.92.060 et seq), and successful claims against the University, its officers, employees, and agents will be paid from the tort claims liability account as provided in RCW 4.92.130.

School District will accept placement of only those students who are insured against liability for actions or inactions occurring while in student dietetic intern status. University shall inform all student dietetic interns which it plans to place at the School District of such requirement and students participating in the student dietetic intern program will be required to provide the University with proof of such coverage and the limits of such coverage shall be at a minimum of \$1,000,000 per occurrence. Certificates of such coverage purchased by the student will, upon request, be provided by the University to the School District prior to the commencement of the student internship experience. Should proof of insurance not meet the School District approval and satisfaction, School District can refuse to accept the student for placement.

School District agrees to maintain general and professional liability insurance. Through that coverage, School District provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.

6. Amendment of the Agreement

This agreement may be amended by mutual agreement in writing, executed by the officials of this agreement or their successors, and appended herewith.

7. Modification of the Agreement

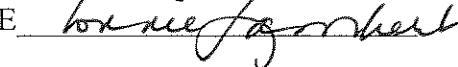
This contract embodies the entire agreement, terms and conditions between the University and the Cooperating Institution. No oral agreements or conversations between any officer, agent, or employee of the University and any officer, agent, or employee of the Cooperating Institution shall affect or modify 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.

8. Period of the Agreement

1. This agreement shall commence on February 1, 2011 and shall remain in effect until terminated by either party upon not less than six (6) months advance written notice to the other party. The agreement will be reviewed annually.
2. This contract shall be renewable every year at the same terms and conditions unless changed by written agreement.
3. 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.

**CENTRAL WASHINGTON UNIVERSITY**

NAME: Connie Lambert  
TITLE: Dean, College of Education and professional Studies

TS 2/9/11  
SIGNATURE 

DATE 2-11-11

**KENNEWICK SCHOOL DISTRICT**

NAME: Sam Shick  
TITLE: Director

SIGNATURE 

DATE 2/9/11