



SEIU HEALTHCARE NW
TRAINING PARTNERSHIP

Home Care Aide Training Space Fiscal Year 2013 Request for Proposals

TECHNICAL ASSISTANCE CALL: September 30, 2011

PROPOSALS DUE: October 31, 2011 5:00PM Pacific Standard Time

Contact Information

Maria Chomyszak
Classroom Facilities Manager
Maria.chomyszak@myseiubenefits.org
NO PHONE CALLS PLEASE

This RFP does not commit the SEIU Healthcare NW Training Partnership to award a contract, to pay any cost incurred in the preparation of a proposal, or to procure or to contract for services or supplies. The Training Partnership reserves the right to accept or reject any or all proposals received in response to this RFP. The SEIU Healthcare NW Training Partnership does not discriminate against any individual or contractor in the United States, on the basis of race, color, gender, religion, sexual orientation, veteran status, national origin, age, disability, political affiliation or belief.



SEIU HEALTHCARE NW TRAINING PARTNERSHIP

GENERAL OVERVIEW

SEIU Healthcare NW Training Partnership is a nonprofit 501(c) 3 school and labor-management partnership dedicated to providing the highest quality training to prepare Home Care Aides (HCA) to provide high quality care. The Training Partnership is the primary home care training provider in Washington – training more than 40,000 Home Care Aides annually statewide.

In fiscal year 2013, the Training Partnership will provide Basic Training (BT), Continuing Education (CE), and Peer Mentorship training. This RFP solicits proposals for training space.

SPECIFICATIONS OF REQUEST

RFP Purpose

This RFP seeks organizations to provide adequate training space for BT and CE classes for HCAs.

Contract Period

Contracts awarded through this RFP will be for the period July 1, 2012, through June 30, 2013.

Eligible Applicants

- Eligibility is open to any and all for profit entities, nonprofit institutions of higher education, as well as public and private nonprofit community-based organizations.
- Organizations intending to subcontract any services solicited under this RFP are not eligible to apply.

Capacity

- BT classes: have capacity for at least 30 students, plus 3 interpreters. The space must provide 40 sq. ft. per student
- CE classes: have capacity for 30, 50 and/or 75 students, plus 2 interpreters. The space must provide 16 sq. ft. per student
- Training classes must be secured with a locked door and security system
- Students must have ready access to bathroom facilities
- Location meets ADA accessibility requirements
- Location has wireless internet (Instructors should have access to the Internet)
- Location has adequate parking for all students and instructor
- Contractor must supply the Training Partnership with adequate training space/building keys
- Location must be able to accept large deliveries of class materials and have secure storage for these deliveries
- Post Training Partnership signage at all course sites
- Meet Training Partnership schedule and frequency requirements including offering space during mornings, afternoons, evenings and/or weekends
- Respondents must have the flexibility to increase or decrease the number of proposed persons served, based on demand and to maintain adequate staffing resources to facilitate the same
- Maintain classroom space to acceptable standards so that classes can run smoothly
- The Training Partnership reserves the right to access the location/training space with or without notice



Administrative

- Maintain insurance of the type and at a level commensurate with the risks associated with the contemplated types of instruction.
- Respondents must agree to operate in compliance with all federal, state and local laws, regulations and guidelines.
- Respondents must agree to accept full responsibility for payment of all salary, unemployment compensation, contributions or reimbursements, insurance premiums, all income tax deductions, social security deductions and any and all other employee taxes and payroll accounting required for all employees.
- Respondents must agree to indemnify and hold the Training Partnership, its officers, agents and staff harmless from any and all liabilities or claims caused or resulting from the Respondents' obligations or activities described in their Proposal.
- Respondents must agree to execute the Training Partnership's standard contract documenting the terms of the award.
- Agree to the standard Training Partnership space contract. The standard space contract can be found in Appendix B. It is representative of the contract that will be used; however, the final contract is subject to change at the discretion of the Training Partnership.
- Allow for evaluations and audits.

Equipment and Supplies

Provide classrooms which:

- (1) For BT classes: provide sufficient number of comfortable, sturdy chairs without arms, tables, small table for AV equipment, table for instructor's use; simulate a home care setting with a bed, wheelchair, hand-washing facility, and equipment and supplies for teaching assistance with Activities of Daily Living (ADL). See Appendix A for a comprehensive list of supplies.
- (2) For CE classes: provide sufficient number of comfortable, sturdy chairs without arms, tables (optional), clipboards (one for each student plus one for instructor), small table for AV equipment, table for instructor's use



Resources Provided by the Training Partnership

- Training Partnership signage to be posted at every training site.

Proposal Review

Proposal evaluation criteria are established by the Training Partnership. The criteria for awarding contracts include, but are not limited to, an organization's:

- Capacity to provide space on various days at various times depending on demand including evenings and weekends.
- Geographic location, size and layout of instructional space.
- Priority will be given to contractors who can also provide necessary AV equipment, microphones (for large classes), projectors and projection screen.

The Training Partnership reserves the right to reject any and all proposals that are incomplete and/or lack responses to requested information. The SEIU Healthcare NW Training Partnership does not discriminate against any individual or contractor in the United States, on the basis of race, color, gender, religion, sexual orientation, veteran status, national origin, age, disability, political affiliation or belief.



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TIMELINE AND CONTACT INFORMATION

Timeline

9/30/2011, 12:30pm PST: Technical Assistance Session via Conference Call

10/31/2011: Proposals due by 5:00 pm PST

11/1/2011 – 11/30/2011: Review Period

December 2011: Contracts awarded and decisions sent to respondent organizations

Contact Information

Maria Chomyszak

Classroom Facilities Manager

Maria.chomyszak@myseiubenefits.org

Any questions outside of the TA Session must be in written format and directed to Maria Chomyszak, by email at maria.chomyszak@myseiubenefits.org by 10/14/2011. Questions will not be accepted by phone.

Technical Assistance Call

A Technical Assistance (TA) Conference Call to answer questions pertaining to this RFP is scheduled for 9/30/2011 at 12:30pm. You must RSVP for the TA Session to receive TA conference information, as well as to receive notice of any change in date or time.

To RSVP, send an email to maria.chomyszak@myseiubenefits.org. Include "Technical Assistance for RFP" in the email subject in line.



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Instructions on Submitting Proposal

1. Review this RFP in its entirety.
2. Visit www.myseiubenefits.org/Space_rfp Make sure you have all your materials together before you begin the submission process. There is a checklist on the beginning page of the on-line form for your convenience.
3. Complete the proposal online using the proposal template which will be available by September 30.
4. Sign the signature sheet and fax to (206) 254-7121.

Upon receipt of proposal, an acknowledgement email will be sent to the respondent. Please note that this acknowledgement or subsequent communications may contain requests for additional information. Such requests may come at any time during the review process.

Appendix A

EQUIPMENT AND SUPPLY LIST

The following list itemizes the equipment and supplies required for the Home Care Aide Basic Training. Respondents should assume 30 person classes for purposes of estimate. This list serves to help you calculate the costs for supplies and equipment. These prices should be accounted for in your hourly rate, rather than billed separately.

Materials/Supplies/Equipment for BT classes:

Item	Quantity
General Classroom Supplies	
Index Cards	4 packs
Paper	4 reams
Flip Charts	12
Pencils/Pens/Markers	4 boxes each
Tape	4 rolls
Name Tags	4 boxes
Manila Envelopes	1 box
Poster boards	4
Construction Paper	2 packs
Scissors	4
General Supplies	
Paper Towels	12 rolls
Washcloths	12
Hand Towels	4
Bath Towels	4
Lotion	3 large bottles (to fill smaller)
Liquid Soap	3 gallons (to fill smaller)
Mannequin	1
Cotton Balls	2 boxes
Brushes	4



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Combs	4
Toilet Paper	12 rolls
Rubber/ Vinyl Gloves	4 boxes (all sizes)
Cleaning Supplies	
Broom	4
Whisk Broom	4
Dust Pan	4
Scrub brush	4
Rags	40
Mop	4
Liquid Bleach	1 bottle
White Vinegar	1 bottle
Plastic Containers for Solution	4
Baking Soda	1 box
House Supplies	
Bed	1
Pillow Case	2
Plastic Garbage Cans	4
Trash Bags	1 box
Wash Basin	4
Plastic funnels	4
Pillows	4
Sheets	4
Bed Protector	1
Mattress Pad	1
Blanket	1
Cover	1
Rocking Chair	1
Recliner (lazy boy type chair)	1
Newspapers	10
Sewing Needles	1 pack
Thread	1 spool
CD Player	1



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Cookbooks	4
Food Labels	40
Food	TBD
Tub Model	1
Glasses	4
Dinner Plate	4
Bread Plate	4
Utensils	2 sets
Napkins	4
Eye Glasses	4
Set of Silverware	4
Assistive devices for eating(TBD)	TBD
Shopping List Pads	4
Shower Model	1
Assistive Devices	
Walker	1
Single Point Cane	1
Quad Cane	1
Crutches	1 set
Zipper Pull	1
Button Fastener	1
Extra long shoe horn	1
Slack Pull Aid	1
Stocking Aid	1
Blouse/Jacket Pull	1
Gait Belt	8
Chairs	(in classroom is fine)
Wheelchair	1
Hoyer Lift	1
Bath Chair	1
Orthotics	1
Hearing Aids	1
Prostheses	Varies
Fracture Bag	1



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Urinal and Cover	1
Bed Pan and Cover	1
Misc Supplies	
Bandana	1
Goggles	1
Vaseline	1 tub
10lb objects	4
Towel with String (clothing Protector	1
OTC medication examples	12
Rx medication examples	12
Eye Patches	2
Slings	4
Disposable apron	12
Hygiene supplies	
Small Nail Clipper	4
Emery Board	4
Orange Sticks	4
Safety Razor with guard taped to razor	4
Shaving Cream	4
Cup	4
Toothbrush	4
Toothpaste	4
Denture Cup	4
Denture Set (upper/lower)	4
Toilet	1
Catheter (Female)	1
Condom Catheter	1
Colostomy	1
Portable Commode	1
Styrofoam Penis	1
Red Bag for Soiled Linens	1
Pericare models (female/male)	1



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Perinea Model	1
Men and Women's clothing	Multiple colors and full sets.
Elastic Stockings	2
Shoes	2

Classroom Setup

tables and chairs for 30/50/75 students

screen or blank wall to project onto

Easel Pads

Easel Stand

Markers for Easel Pads (multiple colors)

Sink with running water for hand washing (BT only)

Paper Towels for 30 people to wash their hands twice a day (BT only)

Soap for 30 people to wash their hands twice a day (BT only)

Bleach (BT only)

Spray bottle to mix bleach solution (1 tbsp to 1 gallon) (BT only)

Appendix B MASTER SERVICE AGREEMENT

This Master Services Agreement ("Agreement") is effective as of January 1, 2011 ("Effective Date") by and between SEIU Healthcare NW Training Partnership, located at 635 Andover Park W, Tukwila, WA 98188 ("Training Partnership") and Contractor, located at Contractor Address ("Contractor"). The parties hereby agree as follows:

1. SERVICES. Contractor will provide services to Training Partnership in accordance with the terms and conditions of this Agreement ("Services") as the parties may from time to time agree and specify in Statements of Work (each, an "SOW") executed by both parties. Contractor will provide all equipment, software and supplies required to perform the Services except as otherwise expressly stated in an SOW. Training Partnership makes no promises or representations as to the amount of business Contractor can expect at any time under this Agreement.

2. PAYMENT.

2.1 Payment; Invoices. Training Partnership will pay Contractor as provided in each SOW. Contractor is entitled to no other compensation or reimbursement for the Services. Contractor will invoice Training Partnership as set forth in each SOW. Each invoice will be in a form and content reasonably acceptable to Training Partnership, and will contain sufficient information to allow Training Partnership to determine the accuracy of the amounts billed. Unless expressly itemized in an SOW or otherwise pre-approved by Training Partnership in writing, Training Partnership will not reimburse Contractor for any expenses related to or arising out of the provision of any Services hereunder.

2.2 Reviews. Upon 15 business days' prior written or email notice, Training Partnership will have the right during normal business hours and at Training Partnership's expense to review Contractor's records relating to its performance under this Agreement. If any review establishes that there has been any non-compliance by Contractor or overpayment by Training Partnership, Contractor will promptly cure the non-compliance and/or refund the overpayment respectively and will bear all expenses in connection with the review, all without limiting any other rights or remedies that may be available to Training Partnership. Also, Training Partnership will have the right, with or without notice, during normal business hours and at Training Partnership's expense to inspect any Facilities and the Services under to this Agreement.

2.3 Taxes. Each party will be responsible for and pay all taxes, duties or charges of any kind (including withholding or value added taxes) imposed by any federal, state, or local governmental entity for any payments made to it under this Agreement, excluding only taxes based solely on Training Partnership's income.

3. TERM AND TERMINATION

3.1. Term. The term of this Agreement will begin on the Effective Date and will continue for one (1) year (the "Term"); provided that the terms of this Agreement will survive and apply to any SOW(s) outstanding as of the effective date of termination. Upon expiration of the initial term, this Agreement will automatically renew on a month-to-month basis until either party gives at least thirty (30) days prior written notice of termination.

3.2 Termination. This Agreement may be terminated upon written notice by either of the parties hereto, at its sole option, if the other party:

- a. is subject to insolvency or bankruptcy proceedings or if a judicial decree or order is entered against a party under any bankruptcy law, or if a receiver, liquidator, trustee or other similar official is



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appointed by either party, or if either party makes an arrangement with its creditors or an assignment for the benefit of its creditors, or generally fails to pay its debts as they become due; or

b. commits any material breach of any of its obligations hereunder and, having been given written notice of that breach by the nonbreaching party, fails to remedy same to the reasonable satisfaction of the nonbreaching party within fifteen (15) days following receipt of such notice.

3.3. In addition, Training Partnership may terminate any SOW or any portion thereof (including canceling individual Courses, as defined in the SOW), without cause and without the occurrence of a default, upon written notice to Contractor. Upon any such termination, Training Partnership will only be liable to pay for Services performed and liabilities incurred as set forth in the SOW prior to expiration or termination; provided that if the fee set forth in the SOW is a fixed amount, Training Partnership will pay the fee to the extent the SOW is complete.

3.4. Sections 2 (as to any amounts due and owing by either party); 3.4, 4, 5, 6, 7, 8 and 9 will survive any expiration or termination of this Agreement.

4. PROPRIETARY RIGHTS

4.1 Ownership. Subject to the limited license granted in Section 4.2 and as between the parties, Training Partnership or its licensors will own all right, title and interest in and to all training and instruction materials, texts, documentation, graphics, images and other documentation of any kind or nature provided by Training Partnership to Contractor under this Agreement (collectively, the “Curricula”), including all physical embodiments thereof and all intellectual property rights therein, and all other intellectual property and proprietary rights. In addition, Training Partnership will at all times own all right, title and interest in and to the Scanner and any other hardware or software provided hereunder, either as identified in an SOW or otherwise provided by Training Partnership to Contractor hereunder.

4.2 License Grant. Training Partnership grants to Contractor a nontransferable, nonassignable, limited license during the Term to use and distribute the Curricula (including any Training Partnership trademarks and logos contained therein) and to use the Scanner solely for the purposes of performing Contractor’s obligations under this Agreement. Contractor is expressly prohibited from making any copies (physical or electronic) of the Curricula or any portion thereof for any purpose without Training Partnership’s prior written permission. Contractor expressly acknowledges and agrees that it will not obtain any Curricula, and will not be authorized to use any Curricula obtained, from any third party unless expressly authorized in writing by Training Partnership.

4.3 Restrictions on Use of Curricula and Scanner. Contractor will not transfer, assign, sell, provide, or otherwise directly or indirectly allow any third party (including any Contractor affiliate) to gain access to the Curricula or Scanner except as expressly authorized hereunder for purposes of carrying out its obligations in this Agreement, without first obtaining Training Partnership’s prior written consent.

4.4 Reservation of Rights. All rights not expressly granted to Contractor herein are reserved to Training Partnership and its licensors.

5. PUBLICITY; CONFIDENTIAL INFORMATION



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5.1 Except as expressly authorized in this Agreement, Contractor will not use any trade name, trademark, service mark, or logo of Training Partnership (or any name, mark, or logo confusingly similar thereto), in any advertising, promotions, or otherwise, without Training Partnership's prior written consent or as described herein. Contractor will not issue press releases or publicity relating to Training Partnership or this Agreement or reference Training Partnership or its affiliates in any brochures, advertisements, client lists or other promotional materials without Training Partnership's prior written consent. In addition, unless otherwise expressly permitted in an SOW, Contractor and its Personnel will not, and are expressly prohibited from, using its company name (and its Personnel will not identify themselves as employees of Contractor) in connection with the performance of the Services or otherwise promoting itself or any third party in the course of performing the Services.

5.2 Contractor and its representatives: (a) will protect and keep confidential the existence of the terms and conditions of this Agreement and any other information obtained from Training Partnership in connection with this Agreement that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary, (b) will use such information only for the purpose(s) for which it was originally disclosed and in any case only for the purpose of fulfilling its obligations under this Agreement, and (c) will return all such information to Training Partnership promptly upon the termination of this Agreement. All such information will remain Training Partnership's exclusive property, and Contractor will have no rights to use such information except as expressly provided herein. The parties acknowledge that this Agreement, and any materials, correspondence or documents provided to Contractor by Training Partnership are subject to the State of Washington Public Records Act ("Act") (RCW 42.56) and may be released to third parties in compliance with that Act or any other law;; provided, however, that Contractor agrees that in the event of a request under the Act for a copy of this Agreement, information about its terms, or any other information provided by Training Partnership, Contractor will: (1) immediately notify Training Partnership in writing of such request (including the requesting party and the details of the specific request); (2) provide Training Partnership with the opportunity to seek a court order enjoining disclosure under the Act ; and (3) provide Training Partnership with a copy of any and all materials actually released pursuant to such a request.

6. INSURANCE. Contractor will obtain and maintain the following: (a) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$5,000,000 general aggregate, (b) Workers' Compensation insurance, including but not limited to coverage for all costs, benefits and liabilities under workers' compensation and similar laws that may accrue in favor of any person employed by Contractor in all states where Contractor performs Services, and Employer's Liability insurance with limits of liability of not less than \$1,000,000, with a waiver of subrogation in each case in favor of Training Partnership (where permitted by law), (c) a "Fidelity Bond" or similar policy covering employee dishonesty with limits of not less than \$500,000 per loss; and (d) Professional Liability or Errors and Omissions insurance with limits of not less than \$1,000,000 per claim. Contractor may satisfy the foregoing minimum limits by any combination of primary liability and umbrella excess liability coverage that result in the same protection to Contractor and the Training Partnership insured parties. All of the foregoing insurance policies must have a retroactive date no later than the date that Services commenced and coverage to continue for a period of not less than 2 years after all Services are completed. Contractor will name Training Partnership its officers, directors, employees, successors, assigns and agents as additional insureds for the Commercial General Liability policy. Contractor will cause each insurance policy to provide that it will not be canceled or allowed to expire without at least 30 days prior written notice from the insurance carrier to Training Partnership. Prior to commencement of any Services, Contractor will provide certificates of all insurance coverage to Training Partnership at the notice address in Section 9.2 below.

7. REPRESENTATIONS; INDEMNIFICATION



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7.1 Contractor represents and warrants that: (a) it and its personnel will perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled professionals rendering similar services; (b) the Services and/or other materials and information provided by or on behalf of Contractor will not violate or infringe any third party's patents, trade secrets, trademarks or other proprietary rights; (c) it and its personnel will comply, at Contractor's sole cost, with all applicable ordinances, codes, standards, laws, rules, regulations and orders of any governmental authority having jurisdiction over Contractor's performance of the Services ("Laws"), and will hold and fully comply with all required licenses, permits and approvals; (d) it has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation or order which is violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement; and (e) all personnel are authorized to lawfully perform the Services pursuant to applicable immigration, work status and other applicable Laws.

7.2 Contractor will indemnify, defend, and hold Training Partnership and/or its subsidiaries, affiliates and their respective directors, officers, employees, agents, successors and assigns ("Training Partnership Indemnified Parties") harmless from and against any allegation or claim based on, or any damage, loss, and expense and any other liability (including reasonable attorneys' fees incurred on such claims and in proving the right to indemnification) (collectively "Claims") arising from any claim: (a) that Contractor has failed to comply with any applicable Laws; (b) arising out of Contractor's negligence, gross negligence or willful misconduct; (c) for any personal injury (including death) or property damage; or (d) arising out of any breach or alleged breach by Contractor of any obligation under this Agreement. The foregoing indemnification obligation does not apply solely to the extent such Claim results from (a) the Curricula or any other written materials or information provided by Training Partnership to Contractor for use in performing the services under an applicable SOW or (b) Training Partnership's gross negligence or willful misconduct. Contractor's duty to defend is independent of its duty to indemnify. Contractor's obligations under this section are independent of all its other obligations under this Agreement. Contractor will use counsel reasonably satisfactory to Training Partnership to defend each Claim, and Training Partnership will reasonably cooperate (at Contractor's expense) with Contractor in the defense. Training Partnership will have the right to participate in the defense and settlement of the Claim using counsel of its own choosing at its own cost and expense. Neither Training Partnership nor Contractor will consent to the entry of any judgment or enter into any settlement without the prior written consent of both parties, not to be unreasonably withheld.

7.3 Waiver of Certain Immunities and Defenses Relating to Employee Injuries. In connection with any action to enforce Contractor's obligations under Section 7.1 with respect to any Claim arising out of any bodily injury (including death) to an employee of Contractor, Contractor waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar laws (including, but not limited to, the Washington Industrial Insurance Act, Title 51 of the Revised Code of Washington). This Section 7.3 will not be interpreted or construed as a waiver of Contractor's right to assert any such immunity, defense or protection directly against any of its own employees or such employee's estate or other representatives.

8. LIMITATION OF LIABILITIES

EXCEPT TO THE EXTENT THE SAME ARISE OUT OF A BREACH OF SECTION 5 AND INDEMNIFICATION OBLIGATIONS ARISING UNDER SECTION 7, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR INDIRECT, SPECIAL, CONSEQUENTIAL, (INCLUDING BUT NOT LIMITED TO LOST OPPORTUNITIES OR PROFITS), OR PUNITIVE DAMAGES.

9. GENERAL PROVISIONS



9.1 Contractor will not directly or indirectly solicit any employee of Training Partnership during the term hereof and for a period of twelve (12) months after its completion, except with the prior written consent of Training Partnership.

9.2 Any notice or information required or permitted to be given hereunder will be in writing and may be given by personal delivery or overnight courier addressed to the party to whom it is to be given as follows:

In the case of Contractor:

Contractor Name
Contractor Address
Contractor City, State Zip
Attention: Executive Director

In the case of Training Partnership:

SEIU Healthcare NW Training Partnership
635 Andover Park W
Tacoma, WA 98188
Attention: Executive Director

If no address is listed for a party, notice to such party will be effective if given to the last known address. Notice is effective: (a) when delivered personally, or (b) on the business day after sending by a nationally recognized courier service. A party may change its notice address by giving notice in accordance with this section.

9.3 Assignment. Contractor will not assign any part or all of this Agreement without Training Partnership's prior written consent. Any attempt to assign in violation of this section is void in each instance.

9.4 Governing Law/Venue. This Agreement is governed by Washington law, excluding its conflicts of law rules. Contractor hereby irrevocably submit to exclusive personal jurisdiction and venue in the federal and state courts in King County, Washington, for any dispute arising out of this Agreement, waives all objections to jurisdiction and venue of such courts, and agrees not to commence or prosecute any such dispute other than in such courts.

9.5 Severability; No Waiver. If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable. A party does not waive any right under this Agreement by failing to insist on compliance with any of the terms of this Agreement or by failing to exercise any right hereunder. Any waivers granted hereunder are effective only if recorded in a writing signed by the party granting such waiver.

9.6 Cumulative Rights/Construction/ Entire Agreement. The rights and remedies of the parties under this Agreement are cumulative, and either party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity. The section headings of this Agreement are for convenience only and have no interpretive value. This Agreement and the NDA constitute the complete and final agreement of the parties pertaining to the Services and supersede the parties' prior agreements, understandings and discussions relating to the Services. No modification of this Agreement is binding unless it is in writing and signed by Training Partnership and Contractor. This Agreement may be executed by facsimile or electronic scan and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

[The signature page is the next page.]



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MASTER SERVICE AGREEMENT SIGNATURE PAGE

CONTRACTOR

**SEIU HEALTHCARE NW TRAINING
PARTNERSHIP**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Statement of Work No 1 effective July 1, 2012 ("SOW Effective Date")

This Statement of Work No. 1 is entered into and made a part of the Master Services Agreement between ("Contractor") and the SEIU Healthcare NW Training Partnership ("Training Partnership"), with an effective date of July 1, 2012 (the "Agreement") for the Services described below. All capitalized terms not defined in this SOW have the respective meanings set forth in the Agreement. To the extent that the terms of this SOW conflict with any of the terms of the Agreement, and the SOW explicitly states that it intends to modify the conflicting terms, this SOW supersedes the Agreement.

1. Description of Services: Contractor will provide the following services under this SOW ("Services");

1.1 Facilities. During the Term, Contractor will provide the following Services related to the Facility.

(a) Facility. Contractor will provide a facility that meets the requirements set forth in Exhibit 1 attached hereto ("Facility"). Contractor will post Training Partnership signage as provided by Training Partnership and in a location within the Facility as reasonably determined by Training Partnership.

(b) Maintenance. Contractor will maintain the Facility in a clean and orderly manner. Contractor will be solely responsible for all janitorial and related cleaning costs required to maintain the Facility in a clean and orderly fashion.

(c) Access. During Contractor's normal business hours, Contractor will facilitate access by Training Partnership for onsite visits to the Facility and to observe Classroom Instruction at Training Partnership's request.

1.2 Equipment and Supplies. Other than as expressly provided herein, Contractor will provide all other equipment and supplies required for each Course and will be solely responsible for and will take reasonable measure to protect against theft, loss or damage to any equipment and supplies located at the Facility or otherwise.

1.3 Administrative Duties. During the Term, Contractor will provide the following administrative Services:

(a) Program Manager. Contractor will assign an individual who will be primarily responsible for coordinating with Training Partnership regarding any issues, questions or concerns related to this SOW.

(b) Other. Contractor will provide such other reasonable administrative services as may be requested by Training Partnership from time to time.

2. Term of Services Engagement under this SOW: July 1, 2012 through June 30, 2013 unless earlier terminated as provided in the Agreement ("Term").

3. Fees:

Following completion Training Partnership will pay Contractor for Services completed during the Term based on the fee schedule set forth in Exhibit 2. Contractor will be paid on a monthly basis for all fees earned during the immediately preceding month. Training Partnership will issue payment within thirty (30) days following the last



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day of the month in which such Fees were earned. Contractor will not be entitled to any compensation for the Services except as expressly provided herein.

This SOW is effective as of the Effective Date set forth above.

SEIU Healthcare NW Training Partnership

("Contractor")

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date Signed: _____

Date Signed: _____