

**Interagency Agreement  
Between  
Clover Park Technical College AND Highline College (HC)**

This Interagency Agreement is made and entered into and between **Clover Park Technical College (CPTC)** and Highline College (HC), herein referred to as Contractor.

IT IS THE PURPOSE OF THIS AGREEMENT TO provide training to Home Care Aides as per Instructional Service Agreement between SEIU Northwest Training Partnership and Clover Park Technical College (CPTC). This contract is valid upon a fully signed contract between the client SEIU Northwest Training Partnership and Clover Park Technical College.

**DELIVERY REQUIREMENTS**

The Contractor shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in all Appendices attached hereto and incorporated herein. Unless otherwise specified, the contractor shall be responsible for performing all fiscal and program responsibilities as set forth in all Appendices according to the performance standards as outlined herein.

**PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this agreement shall commence on July 1, 2023 and be completed on June 30, 2024 unless terminated sooner as provided herein.

**COMPENSATION**

**IN CONSIDERATION WHERE OF:** CPTC shall pay the Contractor for those services provided herein and in accordance with the budget, Appendix 3, (Rate Table) attached hereto and incorporated herein.

**BILLING PROCEDURE**

CPTC will reimburse the contractor upon receipt of properly executed invoices within 30 days. Claims for payment submitted by Contractor to CPTC for costs due and payable under this agreement that were incurred prior to the expiration date shall be paid by CPTC if received by CPTC within 60 days after the expiration date. CPTC will pay the rates described in Appendix 3, for services rendered by Contractor under this Agreement (the "Service Fees"). CPTC will make no additional payments for any other services to Contractor outside of the rates described in Appendix 3, and Contractor is entitled to no other compensation or reimbursement for the Services or otherwise under this Agreement. HC will invoice CPTC and provide backup documentation of class dates, times and number of students attending each class.

**NON -DISCRIMINATION**

In the performance of this agreement, the contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794) and Chapter 49.60 RCW, as now or hereafter amended. The contractor shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical handicap in:

- a. Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part; and
- b. Denying an individual the opportunity to participate in any program provided by this agreement through the provision of services, or otherwise afforded others.

In the event of Contractor non-compliance or refusal to comply with the above provisions, this agreement may be rescinded, canceled, or terminated in whole or in part, and the Contractor declared ineligible for further agreement with CPTC. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

#### **EXCLUSIVE TERRITORY RIGHTS**

- a. Except for providing Services under this Agreement, during the term of this Agreement Contractor may not provide any Instructional Courses or services substantially similar to the Services to any SEIU Northwest Training Partnership Learners; provided, however, that Contractor may provide Instructional Courses to any SEIU Northwest Training Partnership Learners who are also Contractor's employees if no Instructional Course is being offered under this Agreement that meets Contractor's needs (including timing requirements) in ensuring that such employees fulfill their licensing or contractual training requirements.
- b. Contractor will enter into an agreement with each Instructor that they will sign a non-compete for the duration of employment.

#### **INSTRUCTOR REQUIREMENTS**

- a. CPTC will have final approval over the Instructors that facilitate SEIU Northwest Training Partnership classes.
- b. Contractor will not employ or hire instructors who have been terminated by the SEIU Northwest Training Partnership or other training contractors without final approval from CPTC.
- c. In accordance with applicable laws and regulations, Contractor will ensure that all Instructors abstain from reviewing, grading, or proctoring the Washington State Department of Health credentialing exam for Home Care Aides; provided, however, that nothing in this Section is meant to prohibit any Instructor from himself or herself taking such exam.
- d. Contractor will promptly notify CPTC of any failure by any Instructor to follow policies and requirements.
- e. For all Instructional Courses, all Instructors must:
  - i. be approved by DSHS, which approval Contractor will be solely responsible for obtaining;
  - ii. meet or exceed the minimum qualifications for instructors as listed in Section 388-71-1055 of the Washington Administrative Code;
  - iii. be Registered Nurses with a current license for Nurse Delegation Courses
  - iv. follow the policies set forth in the Agreement, including this Appendix 2, and, unless otherwise set forth in the Agreement,
  - v. be able to use Microsoft Office applications, the internet, and software provided by the SEIU Northwest Training Partnership ;
  - vi. wear ID provided by the SEIU Northwest Training Partnership. Instructor must wear a uniform when determined and provided by the SEIU Northwest Training Partnership .
  - vii. demonstrate adequate facilitation skills, competency-based learning, and learner-

centered instruction, in such manner as determined by Contractor upon consultation with SEIU Northwest Training Partnership , prior to providing any services under this Agreement;

### **TRAINING COURSES FOR INSTRUCTORS**

- a. The New Hire Orientation and Train-the-Trainer (T3) Course may last up to 14 days and in-person attendance may be required. The T3 is intended to provide instructors with practical knowledge of the curriculum content, materials, the importance of assessments and why learners are taking them, skills demonstration, and teaching methodologies. If the SEIU Northwest Training Partnership determines that they will deliver the New Hire Orientation and T3 they will provide the training space, texts, and instruction, and the contractor will be responsible for Instructor wages, travel, lodging, meals, per diem, etc. Contractors will provide additional support that includes an observation/co- training of the complete Basic Training Series (70 hours), Independent Study Time, and Peer Observed Instruction. If the SEIU Northwest Training Partnership determines that they will conduct the New Hire Orientation and the Train the Trainer it will be scheduled by the SEIU Northwest Training Partnership and will be in English only. The Contractor may provide the New Hire Orientation and T3 to their instructors with the SEIU Northwest Training Partnership's approval. In this scenario the Contractor may adjust the orientation, T3 and observation/co-training expectations based on instructors experience and with the SEIU Northwest Training Partnership s approval.
  
- b. When the SEIU Northwest Training Partnership releases new curricula, all instructors training that particular course must attend training. This T3 training may be in the form of a webinar or in-person. If in-person training, the SEIU Northwest Training Partnership will provide the training space, texts, and instruction, and the contractor will be responsible for Instructor wages, travel, lodging, meals, per diem, etc. This pertains to new curricula for all training products; Basic Training, Continuing Education, Advanced Home Care Aide Specialist, and any training products that the SEIU Northwest Training Partnership releases.
  
- c. In addition to new curricula training, all instructors must receive ongoing education as the SEIU Northwest Training Partnership determines to be necessary for the ongoing provisions of services under this Agreement. The SEIU Northwest Training Partnership will schedule up to four in-person ongoing education sessions annually as needed. Need will be determined by a number of elements; certification pass rates, skill fail rates, QA data, etc.



d. The T3s and OE may have a "homework element" that Instructors will be required to complete prior to attending the training. The Contractor will be required to cover any costs associated with Instructors completing homework and attending T3s or OEs.

### **CLASSROOM MANAGEMENT**

a. Learner Dismissal. Instructors may expel anyone from class for disruptive or inappropriate behavior, according to the Learning Commitment and Classroom Norm policy. If a SEIU Northwest Training Partnership Learner is disruptive or excused from class, the Instructor must provide the SEIU Northwest Training Partnership Learner's name to the PPC at the first opportunity to occur of the next Class break or the end of the Class. The PPC will then notify SEIU Northwest Training Partnership of the situation using the "Incident Reporting Form" which is located in a shared secure web location maintained by the SEIU Northwest Training Partnership.

b. Breaks. Adhere to breaks as recommended by the SEIU Northwest Training Partnership. Lunch break may be either 30 min or an hour.

c. Visitors. Unless pre-approved by SEIU Northwest Training Partnership, only SEIU Northwest Training Partnership staff, Instructors, SEIU Northwest Training Partnership Learners, class auditors (including Contractor personnel assigned to supervise Instructors), professional interpreters, community interpreters, and Contractor personnel necessary for its provision of the Services are allowed in any Class. Contractor, Instructors, and SEIU Northwest Training Partnership Learners are prohibited from bringing any visitors to class. At times, SEIU Northwest Training Partnership staff will be present during class or lunchtime to provide an informative session, classroom testing, recruitment, product testing and class observation etc. SEIU Northwest Training Partnership may contact the Contractor with an advance notice.

d. Late Arrivals. Instructors will close Classes to attendance 10 minutes after the scheduled start time of such Class; exception provided that on the first day of a Basic Training Course, Instructors will provide an additional 10 minute grace period before closing the Class for attendance. A SEIU Northwest Training Partnership Learner who arrives after this time will not be permitted to attend and will be directed to the Member Resource Center to reschedule.

e. Learner Verification and Unregistered Learners. All individuals attending a class as SEIU Northwest Training Partnership Learners must be verified using the Learner List provided by SEIU Northwest Training Partnership. Should an individual not be verifiable using the Learner List, the Instructor will give the individual the options of leaving class, calling the Member Resource Center to register for the class before class has ended or completing an attestation form which is located in a shared secure web location maintained by the SEIU Northwest Training Partnership. (an "Attestation Form") stating he or she is a SEIU Northwest Training Partnership Learner. Any individual who does not appear on the Learner List will not be allowed to attend a Class unless he or she calls the MRC or completes an Attestation Form. The Instructor will promptly provide all such forms to the PPC within one business day. The Instructor is prohibited from providing any information on training requirements and credentialing to the Learner. If a situation occurs, the Instructor is permitted to allow the SEIU Northwest Training Partnership Learner to contact MRC for confirmation.

f. Identification. Instructors must manually validate the individual's identity with a photo-identification card ("Photo-ID") and verify that individual appears on the Learner List. SEIU Northwest Training Partnership Learners who do not furnish a Photo-ID will be turned away from Class, however if an Instructor has personal knowledge of a SEIU Northwest Training Partnership Learner's identity, the Instructor may admit the SEIU Northwest Training Partnership Learner.

g. No-Shows. When a SEIU Northwest Training Partnership Learner registered for an Instructional Course does not attend a Class, Instructor must mark Learner as a "No Show" when completing attendance.

h. Leaving Early, SEIU Northwest Training Partnership Learners must be present during class time and may not leave class until it ends. Learners who must leave early due to unforeseen circumstances must call the Member Resource Center to reschedule.

i. Gifts & Payment. Instructors are not permitted to solicit or accept gifts from SEIU Northwest Training Partnership Learners or take payment of any monetary value. Instructors may not accept payments owed to SEIU Northwest Training Partnership from SEIU Northwest Training Partnership Learners

j. Materials & Fliers. Contractor will distribute any brochures, advertisements, surveys, or other written materials to promote SEIU Northwest Training Partnership programs, products, and any other Services in this agreement as provided by SEIU Northwest Training Partnership. Instructors are prohibited from distributing any items not provided by the SEIU Northwest Training Partnership without prior written consent.

k. Interpreter Needs. If the Contractor or Instructor is aware that a Learner requires an interpreter, the Contractor and/or Instructor is obligated to contact their CPTC PPC within 24 hours to advise of the need and to notify the SEIU Northwest Training Partnership .

f. **RECORDS MAINTENANCE**

The Contractor and CPTC shall each maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. The Contractor will retain all books, records, documents, and other material relevant to this agreement for five years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

**CONTRACT MANAGEMENT**

The work described herein shall be performed under the coordination of Cait Flood of CPTC and Crystal Kitterman of Highline College or their successors, who will help and guidance to the other party necessary for the performance of this agreement.

**INDEMNIFICATION**



Each party shall defend, protect and hold harmless the other party from and against all claims, suits and/or actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this contract.

#### **AGREEMENT ALTERATIONS AND AMENDMENTS**

CPTC and the Contractor may mutually amend this agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the Contractor and CPTC.

#### **TERMINATION**

Except as otherwise provided in this agreement, either party may terminate this agreement upon 30 days written notification. If this agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this agreement for performance rendered prior to the effective date of termination.

#### **SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, CPTC may terminate the contract under the "Termination" clause, subject to renegotiating under those new funding limitations and conditions.

#### **DISPUTES**

All disputes regarding the performance of this agreement shall be mediated by a three (3) person panel comprised of one (1) person chosen by CPTC, one (1) person chosen by Contractor, and one (1) person mutually agreed by both CPTC and Contractor.

#### **CONFIDENTIALITY/PUBLICITY**

This Agreement, including the rates, terms, and conditions set forth herein and in the attached Appendices, and all information provided to Contractor under this Agreement, including the identities and all personal information of SEIU Northwest Training Partnership Students and all instructional materials provided by SEIU Northwest Training Partnership constitute "Confidential Information" within the meaning of the NDA and Contractor will abide by the terms of the NOA.

Except as specially required under this Agreement or as directed in writing by SEIU Northwest Training Partnership, Contractor will not use any trade name, trademark, service mark, or logo, (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise without SEIU Northwest Training Partnership's prior written consent.

Contractor will not issue press releases or other publicity relating to SEIU Northwest Training Partnership or this Agreement or reference SEIU Northwest Training Partnership or its affiliates in any brochures, advertisements, client lists, or other promotional materials without SEIU Northwest Training Partnership's prior written consent.

Contractor will not use its own trade name, trademark, service mark or logo in connection with any Services provided under this Agreement and all Instructional Courses must be advertised, branded, and promoted using SEIU Northwest Training Partnership's trade name, trademark, service mark, and logo.

## **REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to CPTC that:

- a. Contractor will perform the Services in a competent and workmanlike manner in accordance with the level of professional care customarily observed by skilled professionals rendering similar services; and will be subject to unannounced classroom inspections, class audits, and instructor evaluations.
- b. the Services provided by or on behalf of Contractor will not violate or infringe any third party's patents, trade secrets, trademarks or other proprietary rights, provided, however, that any infringement of any third-party's rights will not be deemed a breach of this representation to the extent that such infringement resulted directly from Contractor's adherence to specific instructions of or decisions by SEIU Northwest Training Partnership or CPTC;
- c. Contractor and its staff, employees, contractors, and Instructors 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. Contractor has all rights necessary for (and is not subject to any restriction, penalty, agreement, commitment, law, rule, regulation, or order that is violated by) its execution and delivery of this Agreement and performance of its obligations under this Agreement; and
- e. Contractor's staff, employees, contractors, and Instructors are authorized to lawfully perform the Services pursuant to applicable immigration and work status Laws.

## **NON-DISPARAGEMENT**

Contractor and its employee staff, and contractors, including all approved Instructors, will not disparage SEIU Northwest Training Partnership or CPTC, its participating employers, labor unions or the State of Washington during the performance of any Services under this Agreement. SEIU Northwest Training Partnership and CPTC will not disparage Contractor in any public statement.

## **CANCELLATION BY SEIU NORTHWEST TRAINING PARTNERSHIP**

A cancellation due to inclement weather or other emergency is not considered a late cancellation. Such weather or emergency cancellations will be determined or permitted solely by CPTC in accordance with the Inclement Weather and Cancellation policy in the appendices. See Appendix 9.

## **CONTRACT PERFORMANCE**

The Contractor will implement and maintain a quality assurance process reasonably satisfactory to CPTC. This process may include measures such as student satisfaction, process improvement activities, student surveys, and student outcome measures that reflect the effectiveness of the training provided.

In the spirit of continuous process improvement, SEIU Northwest Training Partnership or CPTC may conduct random and unannounced quality assurance auditing of classes including but not limited to the use of "secret shopper" students. Audits will include standardized criteria created in coordination with Contractor to ensure mutual benefit and may include adherence to SEIU Northwest Training Partnership

prescribed curriculum, examinations, student and instructor guides, policies, and procedures, branded materials and communications, and use of appropriate Spaces. SEIU Northwest Training Partnership or CPTC will provide any reports from such audits to Contractor PPC, and corrective actions, if any, will be documented for Contractor's resolution.

SEIU Northwest Training Partnership and CPTC may, at its sole discretion, adopt specific metrics for the evaluation of Contractor's performance under this Agreement. These metrics may offer incentives or require corrective action plans, and failure to promptly take such corrective action will constitute a material breach of this agreement. Before the adoption of any such metrics, SEIU Northwest Training Partnership and CPTC will use commercially reasonable efforts to obtain and incorporate Contractor's input with respect to such metrics and incentives.

**ALL WRITINGS CONTAINED HEREIN**

This agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.



Authorized Signature  
Highline College

MICHAEL V. PHAM

Printed Name

VP ADMINISTRATION



Authorized Signature  
Clover Park Technical College

Joyce Loveday

Printed Name