

**Interagency Agreement
Between
Clover Park Technical College
AND
The Arc of Washington State**

This Interagency Agreement is made and entered into and between **Clover Park Technical College (CPTC)** and **The Arc of Washington State** hereafter 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.
- f. The SEIU Northwest Training Partnership strongly advises that instructors, and those who will be in classrooms, be vaccinated for COVID-19 as well as any other vaccinations that the SEIU Northwest Training Partnership deems necessary for the safety of learners and instructors.

- i. Those instructors who are not vaccinated due to ADA, Title VII, or personal choice are required to adhere to SEIU Northwest Training Partnership PPE requirements while delivering training. PPE requirements include medical grade masks, face shields, and gloves at all times. In addition, a gown is required when in less than six feet contact with caregivers. For example, when in close contact for skills demonstration. PPE provision is the responsibility of the network.
- ii. Contractors are required to maintain vaccination status of instructors for Quality Assurance purposes. SEIU Northwest Training Partnership will conduct periodical audit of vaccination status and PPE adherence. These classroom visits to determine compliance may or may not be announced in advance.

TRAINING COURSES FOR INSTRUCTORS

- a. The New Hire Orientation and Train-the-Trainer (T3) Course may last up to 10 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.

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 Stacy Dym of The Arc of Washington State 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

APPENDIX 1

Definitions

Definitions “Agreement” means the Instructional Services Agreement together with all attached appendices, exhibits and schedules.

“7-Hour Basic Training Course” means the State-Mandated Training Requirement for individual providers caring for only biological, step or adoptive adult sons or daughters who are receiving services through the Developmental Disabilities Administration.”.

“9-Hour Basic Training Course” means the State-Mandated Training Requirement for Respite providers.

“30-Hour Basic Training Course” means the State-Mandated Training Requirement for newly hired:

(a) individual providers providing care (1) only for biological, step or adopted parents or (2) only for biological, step or adoptive adult sons or daughters who are not receiving services through the Division of Developmental Disabilities; or (b) limited service providers who (A) work for only one individual who is not their biological, step or adoptive child or parent and (B) is authorized to provide only up to 20 hours of services to such individual per month.

“70-Hour Basic Training Classroom Text” means the Classroom Text and supplemental materials for the 70-Hour Basic Training Course.

“70-Hour Basic Training Course” means the State-Mandated Training Requirement for newly hired standard individual providers and agency providers.

“AHCAS Learner Materials” means the training materials used for AHCAS Course.

“AHCAS Course” means Advanced Home Care Aide Specialist learning. Training Partnership AHCAS Learners are required to score 80% or above on every AHCAS test and skills demonstration and attend 7 of 9 learning labs to pass the Advanced Training Course Requirement.

"Advanced Learning Make-up Day" (Week 9) is not required unless a learner misses more than one Skills Lab, or if a learner needs to complete a Skills Demo Test or to return a device.

“ADA” means the Americans with Disabilities Act of 1990, as amended.

“ASK” means the forecasted training schedule that the Training Partnership informs the Contactor on a monthly and annual basis.

“Basic Training Course” means a 7-Hour Basic Training Course, a 30-Hour Basic Training Course, or a 70-Hour Basic Training Course.

“Class Time” means the duration of an Instructional Course, which may or may not be equal to the Credit Hours for such Instructional Course. “Class” or “Classes” means a scheduled period or periods for

completing all or part of an Instructional Course. An Instructional Course may be accomplished in one or more Classes.

“Classroom Text” means the learner handbooks, handouts, presentations, or similar materials to be used by Training Partnership Learners in an Instructional Course.

“Cohort” means to schedule a course with one consistent instructor facilitating.

“Continuing Education Course” means the State-Mandated Training Requirement for incumbent home care aides designed to maintain competency in the profession and provide the tools and knowledge to reach the highest standards of practice and to meet the 12-hour continuing education requirement for incumbent home care aides.

“Credit Hours” means the number of hours of credit toward learning requirements for a given Instructional Course.

“Dense Service Area” means the service areas of Clark, King, Pierce, Snohomish, Spokane, Thurston and Whatcom counties.

“Developmental Disability Administration” means the Developmental Disability Administration of DSHS. “DSHS” means the Washington State Department of Social and Health Services.

“DOH” means the Washington State Department of Health.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“Instructional Course” means a Basic Training course, a Continuing Education course, a Nurse Delegation course, or any other course included as Services under this Agreement.

“Instructors” means any person employed by or otherwise engaged by Contractor to facilitate an Instructional Course.

“NDA” means the Non-disclosure Agreement, dated as of the date of this Agreement, by and between Contractor and Training Partnership.

“Nurse Delegation Course (Core)” means a nine-hour, self-study course designed to prepare a nursing assistant (registered or certified) to perform a task as delegated by a registered nurse. This course requires learners to take and pass a written test; pass score is 90%.

“Nurse Delegation Course (Diabetes)” means a three-hour course designed to prepare a nursing assistant (registered or certified) to perform a task as delegated by a registered nurse for an individual living with diabetes. This course requires learners to take and pass a written test; pass score is 90%. The Nurse Delegation Course (Core) is a prerequisite for the Nurse Delegation Course (Diabetes).

“Nurse Delegation Course” means the Nurse Delegation Course (Core) or the Nurse Delegation Course (Diabetes). “On-Demand Course” means an Instructional Course requested by Training Partnership that is to be held within four weeks of the date of such request, or was not listed in the Ask.

“OE” means Instructor Ongoing Education, which is equivalent to continuing education for Instructors.
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“PPC” means the primary point of contact designated by Contractor.

“Remote Service Area” means any Service Area that is not a Dense Service Area.

“Service Area” means selected county or counties in which learning will be scheduled.

“Services” means those services necessary or appropriate for the facilitating of Instructional Courses to Training Partnership Students and the provision of Union Time as designated by Training Partnership, including a provision of Instructors, Space, and Classroom Texts and other supplies, equipment, and materials in accordance with this Agreement.

“Space” means the classroom or other facility used by Contractor to provide an Instructional Course.

"Split-day" exists to allow for all learners in the course to practice the hands-on skills being taught in our curricula. The skills-day is split into two half-class sections: one-half of each class will be practicing skills on day 1 of the split, and the other one-half of the class will be practicing on day 2. Learners should not attend both classes (facilitators should not offer this), to allow for the time it takes to complete the skills.

“State-Mandated Training Requirement” means a learning requirement mandated by DSHS or other agency of the state of Washington.

“Learner List (Roster)” means the list of all Training Partnership learners participating in a particular Instructional Course.

“T3” means Train the Trainer, which is associated with new curriculum training. “Training Partnership” means SEIU Healthcare Northwest Training Partnership, a Washington trust, located at 215 Columbia Street, Seattle, Washington, 98104. Note: “Training Partnership” is also referenced as “SEIU 775 Benefits Group” and/or “Benefits Group.”

“Training Partnership Learners” means those learners who have registered for Instructional Courses through Training Partnership’s website and whose names are included on a Learner List or roster.

“Union Time” means a period of time adjacent to an Instructional Course reserved for SEIU 775 to make a presentation to its members related to union membership as required under its collective bargaining agreement. For Basic Training Courses, that period will be 30 minutes and for Continuing Education Courses, it will be 15 minutes.

APPENDIX 2

Operational Requirements

Contractor Communication

- a. Contractor will designate its PPC, who will communicate with CPTC with respect to this Agreement or the provision of Services. The PPC will be the main point of contact for CPTC for purposes of administering the Agreement; however, that Contractor may also designate staff who will serve as the point of contact for CPTC on agreed upon operational processes and procedures.
- b. The PPC will ensure that all communications from CPTC and the Training Partnership are appropriately disseminated to Contractor's staff and outside contractors, including all instructors.
- c. Contractor will attend and participate in regular meetings held by the Training Partnership or CPTC.
- b. The PPC will ensure that all communications from CPTC are appropriately disseminated to Contractor's staff and outside contractors, including all Instructors.
- c. Contractor will attend and participate in regular meetings held by CPTC or the Training Partnership.

Training Schedule and Delivery

- a. Contractors must be available to provide classes Monday through Friday from 8:00 a.m. to 9:00 p.m.
- b. Contractors must be available to provide weekend classes from 8:00 a.m. to 4:30 p.m.
- c. Contractors must be available to provide training during all seasons. There will be a scheduled break to occur the week between December 24 – January 1. During this time, no classes will be taught.
- d. The Contractor will ensure that that Scheduling and Logistics is notified of instructor termination by close of next business day if they are no longer working in this capacity for the Contractor.
- e. Contractor is required to schedule classes as cohorts. A cohort means to schedule a course with one consistent instructor facilitating. If Contractor is unable to schedule class as a cohort, they must notify Training Partnership as soon as reasonably possible and receive written approval.
- f. The Contractor will ensure that the Instructor schedule is accurately reflected in the training system. If an Instructor is no longer working with the Contractor, the Contractor is responsible to terminate the Instructor in the system by close of the next business day.
- g. Class capacity and over enrollment. Contractor will allow for 10% over-enrollment for CE classes, and 20% for all other training types with an understanding that historically, 20% of our students will no show across all training verticals i.e. If a classroom can comfortably accommodate 30 Learners, maximum enrollment capacity will be set at 36 (20% over-enrollment) or 33 (10% over- enrollment). As safety and or state or local regulations dictate, Training Partnership may alter these guidelines as appropriate. Written notification will be provided to Contractor upon revision.
- h. AHCAS Training maximum registration is 30 regardless of locations.
- i. Training Partnership has sole discretion and authority to make scheduling decisions, including the sole discretion to modify any schedules, including Base Schedules (as defined below), at any time. The PPC may inform Training Partnership of Contractor's scheduling preferences and

Training Partnership will use commercially reasonable efforts to accommodate such preferences, but all scheduling decisions will be made solely by Training Partnership.

- j.** Training Partnership will develop schedules of Instructional Courses that span the course of one year (each, a “Base Schedule”). Training Partnership will provide Contractor with a “Schedule Confirmation Ask” each month. Contractor will have 14 calendar days after receiving the “Schedule Confirmation Ask” to schedule and upload classes to the Training Portal. If Contractor is unable to fulfill the Ask, they must notify Training Partnership as soon as reasonably possible. Upon reasonable advance notice to Contractor, Training Partnership may change these requirements at its sole discretion. No class on the monthly Ask should be subjected to on-demand fee.
- k.** Once Training has been added and approved into the system, the Contractor is not permitted to change any class date time and location without notifying the Training Partnership. The Contractor is responsible for notifying the Training Partnership and contacting all enrolled students in a timely manner and to attach the calling list to the class in the training management system.
- l.** The Contractor will make a good-faith effort to schedule the class within seven days before or after the requested start date on the monthly Ask given by The Training Partnership to prevent offering the same class type in the same county on the same start date. If scheduling conflicts occur, the Contractor must inform The Training Partnership if there are any Basic Training 70-hour classes that cannot be scheduled within seven days of the requested date.
- m.** From time to time, Training Partnership may request that Contractor provide an On-Demand Course in its Dense Service Area or Remote Service Area. Following such a request, Training Partnership will allow two weeks for Contractor to schedule the On-Demand Course. If Contractor cannot hold a requested On-Demand Course, Training Partnership may select another contractor to hold the On Demand Course.
- n.** The Contractor is responsible for uploading on-demand classes to the training management system as a part of the paid on demand fee
- o.** The Contractor is required to report to the Training Partnership if the AHCAS makeup class is not needed based on students' performance and attendance. The notice must be submitted within 24 hours after Week 8 class completion date. AHCAS makeup class cancellations will not be subjected to late cancellation fees. If the contractor incurs a hotel late cancellation fee for Week 9, the contractor will be required to submit a copy of the hotel invoice showing the incurred fee along with the monthly invoice to be reimbursed.
- p.** If a class ends before scheduled end time with prior written consent from Training Partnership, the Contractor must provide Training Partnership with information on a rescheduled class to make up for any class time missed. This would only happen in extenuating circumstances; inclement weather, or other emergency cancellation situation. If the Class time missed is not rescheduled, the Training Partnership will consider the Class incomplete and may adjust the Service Fee for such Class to account for the missed Class time. In the event that the contractor has classes that are dismissed prior to their scheduled time without the Training Partnership’s permission, the Training Partnership may remove scheduled instructional hours allotted to the contractor.
- q.** Training Partnership will only schedule Continuing Education courses on the “Accepted CE Course List.”
- r.** Contractor will notify Training Partnership of any change Contractor makes to the Space in which a Class will be held at least 72 hours in advance of the start time of such Class. No such notification will be effective until Contractor receives affirmative confirmation from Training

Partnership that such notification has been received. If Training Partnership is not so notified, the course will be considered canceled without notification unless Contractor successfully communicates the change to registered Training Partnership Students in such a manner that they can participate in the Class at the rescheduled time; provided, however, that a change in the Space to an alternate room within the same property will not be considered a change in the Space so long as Contractor provides appropriate signage directing Training Partnership Students to the relocated Space. This provision will not apply in the case of fire, flood, or similar event over which Contractor has no control and that makes the scheduled Space uninhabitable or unusable so long as Contractor provides notice to Training Partnership of such event as soon as reasonably practicable.

- s. Without the prior written consent of Training Partnership, Contractor may not cancel any Instructional Course with Training Partnership Students registered for it. Contractor may not cancel more than 5 percent of scheduled Instructional Courses in any month regardless of whether Contractor provides notice or whether Training Partnership Students have already been registered for such Instructional Courses.
- t. Contractor must communicate Class cancellations or changes in the scheduled Space for a Class to the Training Partnership Students impacted by such cancellation or change.
- u. To minimize Class cancellations, Contractor must have available adequate substitute Instructors for each scheduled Class. Contractor will notify Training Partnership promptly by email if any substitute Instructor is to be used for any Class. For avoidance of doubt, all substitute Instructors are subject to all of the terms and conditions of this Agreement applicable to Instructors.
- v. Adherence to the “Inclement Weather and Cancellation Policy” is mandatory.
- w. As revised or new curriculum is rolled out the Contractor will be required to delivery multiple versions of courses. This includes both English and LEP courses.

APPENDIX 3

Facilities

- a. Spaces must be able to accommodate attendance up to 40 for CE and 30 for all other training types. Contractor will allow for 10% for CE classes, and 20% over enrollment for all other training verticals. The class size will be determined by Training Partnership within the capacity mention above.
- b. Contractor will ensure that all Spaces have a working telephone. If a Space does not have a working telephone, Contractor will ensure that the Instructor has a working mobile phone available for his or her use.
- c. For distance learning courses (via webinar, chatroom, blog, video streaming, etc...) the contractor will be required to securely maintain and operate the required equipment. In the event that the contractor is deemed responsible for equipment that is lost, stolen, or damaged the contractor may have to assume costs for replacement or repair.
- d. All training locations, short-term and permanent, must be equipped with Wi-Fi internet speeds of at least 150 mbps or higher. Exceptions can be made with Training Partnership approval
- e. Contractor will ensure that all spaces have a computer with MS PowerPoint 2007 or higher with the most recent version of Google Chrome installed and operational as well as access to the Internet.
- f. Contractor will ensure that all Spaces comply with all federal, state, and local laws and regulations.
- g. Contractors are required to make an assessment of and maintain reasonable and appropriate safety for persons and property that are in the training space.
- h. Contractor will ensure that all permanent spaces have student parking nearby and, if in an urban location, is close to public transportation.
- i. Contractor will ensure that all permanent spaces have adequate equipment for conducting skills training such as sinks, beds, wheel chairs, etc.
- j. Contractor will ensure that branded signage supplied by the Training Partnership is installed and visible to Training Partnership specifications.
- k. To ensure a safe environment for Learners and Instructors the Contractor must follow Training Partnership Safety Guidelines (e.g. COVID 19 Protocols)

APPENDIX 4

Scheduling and Logistics

- a. Contractor will inform Training Partnership within 2 hours of hiring new Instructors
- b. Contractor will supply the following information for each Instructor in an electronic-method identified by the Training Partnership: (i) first and last name and (ii) DSHS code
- c. Training Partnership will provide Contractor with the Student List before the commencement of any Instructional Course provided, however, that Training Partnership may at any time update the Student List to add any additional Training Partnership Students authorized to participate in such Instructional Course or remove any persons. Contractor may not allow any persons other than Training Partnership Students to participate in any Instructional Courses as students (including persons who have been removed from the Student List by Training Partnership)
- d. Contractor will submit class attendance to the Training Partnership within 24 hours of the end of each Class. The submitted roster must be legible, otherwise Training Partnership will request contractor to resubmit the roster within the next 24 hours. Training Partnership will provide Contractor with a sign-in sheet (a "Class Sign-in Sheet") to be used by Instructors at each Class, and Instructors will cause all Training Partnership Learners in attendance at each Class to sign the applicable Class Sign-In Sheet or Attestation Form. Instructors will ensure that they have available to them the most recent version of the Learner List provided by the Training Partnership by printing it within 24 hours in advance of the start of class. Contractor will submit the a copy of the completed Sign-In Sheet to Training Partnership within 24 hours of the date on which such Class is held by email or other electronic method as designated by Training Partnership.
- e. Contractor will submit completed Nurse Delegation exam results and attendance rosters into the portal within 24 hours of class completion.
- f. Training Partnership will, in accordance with its internal ADA policy (a copy of which will be made available to Contractor upon request), identify to Contractor all accommodations required by the ADA for Contractor's provision of the Services under this Agreement. To the extent Training Partnership requires Contractor to provide additional services not within the scope of the Services to fulfill its ADA obligations, Training Partnership and Contractor will enter into a separate agreement for the provision of such additional services.

APPENDIX 5
Learning Fulfillment

- a. Contractor is obligated to provide all required training materials relevant to the designated class for the exclusive use of the Training Partnership's participating Learners using the Training Partnership fulfillment website. There is no charge for these materials, but the Training Partnership reserves the right to audit Contractor orders to ensure the Contractor is not ordering excess materials. Should the Training Partnership find that the Contractor has misappropriated material orders, the Training Partnership will request proof of use from the Contractor and may institute a re-payment fee at the current price for materials.
- b. Contractor will procure and maintain or cause to be maintained all spaces, equipment, branded materials and communications, and supplies needed to deliver the Services. Contractor will ensure that equipment and supplies will be provided for all courses as listed on the "Classroom Supplies and Instructor Travel Kit" listing and on the Instructor Apparel & Classroom Signage Order Form. Location of the supply list will be accessed through a secured electronic site provided by the Training Partnership. Contractor should only use supplies approved by the Training Partnership.
- c. If a student needs materials the instructor must procure the items. Students do not call the MRC for missing materials.
- d. Any emergency shipment for classroom text must be approved by the Training Partnership. The Contractor will bear the cost of such emergency shipment and make adjustments to the monthly invoice.
- e. The Contractor will be responsible for ordering the Devices and establishing the pickup date based on the class schedule. The Training Partnership will inform the Contractor of the suggested number to order, which will be determined by the guidelines provided by the Training Partnership. Exception requests may be submitted to the Training Partnership Operations Team for approval.
- f. Contractor will utilize such electronic system as may be designated by the Training Partnership for recording attendance and other record keeping.
- g. Contractor and Instructors may not use texts or electronic device for any other purpose other than to provide Services under this Agreement.
- h. Contractor will identify and procure the classroom texts, and schedule electronic device delivery and pick up for each Training Partnership approved Training Course (i.e. Basic Training, Continuing Education, Advanced Home Care Aid and Nurse Delegation).

APPENDIX 6
Interpreter Request

- a. The AHCAS curricula is only offered in English and is not subject to any professional interpreter requests. When language assistance is needed, the Training Partnership Learner is permitted to bring a community interpreter.
- b. In the event the Training Partnership cannot secure a professional interpreter, the learner may use a Community Interpreter. Learners who become ineligible for the professional interpreter benefit may also have the option of using a Community Interpreter. Exceptions will be handled on a case-by-case basis.

APPENDIX 7
Localization

- a. Contractor must provide language classes determined in collaboration with the Training Partnership. Language Instructors must be proficient in English and the other language they are designated to teach. Contractors are required to determine bilingual proficiency of the Instructors within their organization using reasonable business practices with similar and agreed upon methodology across Contractors. Contractor and Training Partnership may agree to provide an Instructional Course in any of the "Optional Languages" set forth on the "Approved Language List." Contractor may not use an interpreter in lieu of a bilingual Instructor in any Instructional Course without written approval from the Training Partnership.
- b. Training Partnership will supply Contractor with a list of languages by region and Contractor will be responsible for facilitating in languages that have been determined in collaboration with the Training Partnership per region.
- c. For Instructional Courses taught in a language other than English (the "Instructional Language"), Contractor will provide Training Partnership Students with classroom texts localized into the Instructional Language if such classroom texts are available from the fulfillment center designated by Training Partnership. If a classroom text localized into the Instructional Language is not available from the fulfillment center, Training Partnership may, in its sole discretion, elect to have the classroom text localized into the Instructional Language, and Contractor will provide such localized classroom texts to Training Partnership Students. If Training Partnership does not elect to have such a localization made, Contractor will provide Training Partnership Students with the English language version of the classroom text.

APPENDIX 8
Curriculum

- a. The Training Partnership has sole discretion and authority to update the curricula and its delivery model. Contractor must deliver the most up-to-date curricula as designed by the Training Partnership. This may mean delivering two versions at one time during the curriculum evaluation period. Contractor must recycle outdated materials as instructed by the Training Partnership.
- b. Contractor will offer only Basic Training, Advanced Home Care Specialist training, Nurse Delegation, Continuing Education curriculum that the Training Partnership has provided.
- c. Contractor may only use curricula approved by the Training Partnership for classroom texts or electronic devices used in delivering any Courses and must ensure that all such classroom texts are procured in advance of each scheduled class.
- d. Contractor must adhere to the curricula design regardless of training locations (long term or temporary locations). The Contractor or Instructor may never ask the Training Partnership Learners to bring their own supplies. The Contractor must have all necessary supplies as required in by the Training Partnership Learners to practice the skills and be able to accurately demonstrate the skills as designed in Training Partnership curricula. The “Supply List” is located in a shared secure web location maintained by the Training Partnership.
- e. Training Partnership has sole discretion and authority to decide whether a Continuing Education course will be added to the Training Partnership class schedule. The Training Partnership reserves the right to require Continuing Education Courses to be removed from the course offerings.
- f. Continuing Education curriculum may require extra classroom supplies based on the topic. Contractor will be responsible for the cost of the additional supplies that will not exceed \$15.00 per 12 hours series.
- g. All suggestions for changes or updates to the curricula must be routed to the Training Partnership.
- h. From time to time the Training Partnership will ask the Contractor to pilot and test delivery of new curriculum or any training related products. The delivery of those pilots may adhere to the existing training type rate without pre-establishing a new rate. The Training Partnership may require the Contractor to submit operation cost details and invoices after pilots to establish a new rate.
- i. Instructors must adhere to spoken text outlined in the Instructor Guidebook. If personal examples are to be shared, they must be brief, in context to the lesson and adhere to HIPAA guidelines.

APPENDIX 9
Learner Assessment & Evaluation

- a. Contractor will utilize Learner Assessment tools and processes as prescribed by the Training Partnership. In the event of the introduction of new or changed assessment equipment, materials or supplies, the Training Partnership will assume any additional costs and Contractor will not incur increased expenses unless mutually agreed upon by both parties. Contractor will be responsible for Internet, hotspots or any administrative costs to support the delivery of assessments.
- b. Training Partnership Learners are required to complete the assessments using approved devices and the Contractor is obligated to contact device help for support if needed within 24 hours.
- c. Instructor is required to inform and encourage Training Partnership Learners to complete all course evaluations. The announcement should include when and how Training Partnership Learners should complete the course evaluation.
- d. The Training Partnership Learner is required to complete all tests through approved devices.
- e. Each Training Partnership AHCAS learner is required to score 80% or above on every AHCAS test and skills demonstration and to attend 7 of 9 learning labs to pass the Advanced Training course requirement.
- f. The Training Partnership may change the way assessments and or course evaluations are completed. The Contractor should keep instructors informed on how assessments and course evaluation is being completed and to follow up with Training Partnership if questions arise.
- g. The Training Partnership strongly advises that instructors, and those who will be in classrooms, be vaccinated for COVID-19, as well as any other vaccinations that the Training Partnership deems necessary for the safety of learners and instructors. The Training Partnership also requires that all classrooms have surgical Kn95, Kn95, or N-95 masks available for learners upon request.

APPENDIX 10
Learner Assessment & Evaluation

- a. Contractor will utilize Learner Assessment tools and processes as prescribed by the Training Partnership. In the event of the introduction of new or changed assessment equipment, materials or supplies, the Training Partnership will assume any additional costs and Contractor will not incur increased expenses unless mutually agreed upon by both parties. Contractor will be responsible for Internet, hotspots or any administrative costs to support the delivery of assessments.
- b. Training Partnership Learners are required to complete the assessments using approved devices and the Contractor is obligated to contact device help for support if needed within 24 hours.
- c. Instructor is required to inform and encourage Training Partnership Learners to complete all course evaluations. The announcement should include when and how Training Partnership Learners should complete the course evaluation.
- d. The Training Partnership Learner is required to complete all tests through approved devices.
- e. Each Training Partnership AHCAS learner is required to score 80% or above on every AHCAS test and skills demonstration and to attend 7 of 9 learning labs to pass the Advanced Training course requirement.
- f. The Training Partnership may change the way assessments and or course evaluations are completed. The Contractor should keep instructors informed on how assessments and course evaluation is being completed and to follow up with Training Partnership if questions arise.
 - 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 Training Partnership.
 - vi. wear ID provided by the Training Partnership. Instructor must wear a uniform when determined and provided by the Training Partnership.
 - vii. demonstrate adequate facilitation skills, competency-based learning, and learner centered instruction, in such manner as determined by Contractor upon consultation with Training Partnership, prior to providing any services under this Agreement.
- g. The Training Partnership strongly advises that instructors, and those who will be in classrooms, be vaccinated for COVID-19 as well as any other vaccinations that the Training Partnership deems necessary for the safety of learners and instructors.
 - i. Those instructors who are not vaccinated due to ADA, Title VII, or personal choice are required to adhere to Training Partnership PPE requirements while delivering training. PPE requirements include medical grade masks, face shields, and gloves at all times. In addition, a gown is required when in less than six feet contact with caregivers. For example, when in close contact for skills demonstration. PPE provision is the responsibility of the network.
 - ii. Contractors are required to maintain vaccination status of instructors for Quality Assurance purposes. Training Partnership will conduct periodical audit

of vaccination status and PPE adherence. These classroom visits to determine compliance may or may not be announced in advance.

APPENDIX 11
Training Courses for Instructors

- a.** The New Hire Orientation and Train-the-Trainer (T3) Course may last up to 10 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 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 Training Partnership determines that they will conduct the New Hire Orientation and the Train the Trainer it will be scheduled by the Training Partnership and will be in English only. The Contractor may provide the New Hire Orientation and T3 to their instructors with the 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 Training Partnerships approval.
- b.** When the 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 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 Training Partnership releases.
- c.** In addition to new curricula training, all instructors must receive ongoing education as the Training Partnership determines to be necessary for the ongoing provisions of services under this Agreement. The 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.

APPENDIX 12

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 Training Partnership Learner is disruptive or excused from class, the Instructor must provide the 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 Training Partnership of the situation using the "Incident Reporting Form" which is located in a shared secure web location maintained by the Training Partnership.
- b.** Breaks. Adhere to breaks as recommended by the Training Partnership. Lunch break may be either 30 min or an hour.
- c.** Visitors. Unless pre-approved by Training Partnership, only Training Partnership staff, Instructors, 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 Training Partnership Learners are prohibited from bringing any visitors to class. At times, Training Partnerships staff will be present during class or lunchtime to provide an informative session, classroom testing, recruitment, product testing and class observation etc. 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 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 Training Partnership Learners must be verified using the Learner List provided by 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 on the bottom of roster maintained by the Training Partnership. (an "Attestation Form") stating he or she is a 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 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. 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 Training Partnership Learner's identity, the Instructor may admit the Training Partnership Learner.
- g.** No-Shows. When a 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, 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. Instructor must add note on the roster as well when completing attendance.

- i.** Gifts & Payment. Instructors are not permitted to solicit or accept gifts from Training Partnership Learners or take payment of any monetary value. Instructors may not accept payments owed to Training Partnership from Training Partnership Learners
- j.** Materials & Fliers. Contractor will distribute any brochures, advertisements, surveys, or other written materials to promote Training Partnership programs, products, and any other Services in this agreement as provided by Training Partnership. Instructors are prohibited from distributing any items not provided by the 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 network PPC within 24 hours to advise of the need and to notify the Training Partnership.

APPENDIX 13
Business Continuity Plan

- a. A Business Continuity plan gives an organization the ability to maintain essential processes before, during and after a disaster. Training Partnership wants the Contractors to share its Business Continuity Plan (BCP). This will be an opportunity to strengthen internal processes and understand Contractor BCP so we can consider minimizing the unforeseen disruptions or emergency by working closely with Contractor most effectively. Leveraging a BCP to address the implementation of strategies that will put an organization in the best possible position.

Share BCP between the Training Partnership and Contractor to understand effective response

Understand Roles and Responsibilities, so we can continue to function and communicate

Develop BCP between Training Partnership and Contractor to respond to specific emergency

Review BCP communication plan with instructors and provide the step-by -step protocols

APPENDIX 13
Rate Table – The Arc of Washington State

Training Type	Rate Per Instructional Hour
DDD Parent Provider Training	\$160
On-Demand Fee Classes scheduled at the request of the Training Partnership outside the monthly ASK	\$100/class cohort

APPENDIX 14
Quality Assurance

- a. Contractor must provide Training Partnership with a written and clear corrective action process when there is a deficiency as a result of an audit.
- b. If a Contractor habitually violates terms of Service Agreement or fails to provide services under agreement, the Training Partnership has the right to collect a penalty fee and authority to terminate the agreement. Examples of Service Agreement violation includes failure to follow policy and procedures, cancelling classes without notice and creating hardship for students in meeting their state testing deadline.
- c. The Training Partnership will conduct an annual record review of files made easily accessible by the Contractor that will include a review of instructor credentials, background checks and other new hire paperwork, evaluations, observations, attendance and testing records, etc. that demonstrate the competence and policy adherence of instructors.
- d. The Contractor will conduct regular site observations and performance evaluations of instructors.
- e. The Training Partnership can audit and evaluate Instructor performance, and should an assessment of language proficiency be required based upon an audit or evaluation, an independent third-party evaluation may be conducted in coordination between Training Partnership and Contractor.
- f. Instructors must undergo performance evaluations by the Training Partnership, participate in corrective action plans, and participate in ongoing professional development training provided by Contractor.
- g. Contractor will procure and maintain all spaces, equipment, branded materials and communications, and supplies needed to deliver the Services. Contractor should only use supplies approved by the Training Partnership and will be subject to periodic audit.

APPENDIX 15

Compliance

- a.** Contractor and the Training Partnership express a mutual understanding that, in the course of executing the terms of the contract, the Contractor will have access to personally identifiable information (PII). The Contractor affirms that they will take appropriate steps to protect PII, pursuant to the policies and expectations outlined by the Training Partnership. To facilitate this, Contractor agrees to share with the Training Partnership any extant policies regarding information security, including access controls, encryption policies, and policies regarding secure data destruction; the Contractor further commits to a dialogue with the Training Partnership regarding improvements to these policies to ensure contract compliance.
- b.** b. If the curriculum calls for the sharing of personal anecdotes as examples, they may not contain PII.
- c.** Contractors will ensure that all individuals with access to sensitive information are appropriately trained in handling such information.
- d.** Contractor will consent to performing a yearly audit of data and network security practices, the timing of which will be determined by Training Partnership. This audit will be conducted by Contractor, using a template modified by Training Partnership and in conformity with industry standards. Training Partnership reserves the right to request additional documentation from Contractor to support any attestations made during the audit and reserves the right to ask that Contractor to modify business practices based on the outcome of the audit.
- e.** The Contractor agrees that the resources and information provided to them by the Training Partnership are to be used solely for the purposes outlined by the Training Partnership and agreed to in the contract. With regard to the intellectual property of the Training Partnership, such as curricula content and training materials, the Contractor agrees that such material will not be used by them or their sub-Contractors for purposes other than those that have been agreed to by the Contractor and the Training Partnership.
- f.** Contractor must securely dispose of retired and unusable learner handbooks, Instructor guides, fliers, or any other printed materials or publications and permanently delete electronic files received from Training Partnership.
- g.** Contractor must keep student attendance and testing records for 6 years and make them easily accessible for audit purposes.
- h.** Contractor agrees that all its employees and sub-contractors will conduct business related to the Training Partnership only through email addresses provided by the Contractor or its sub-contractors. The Training Partnership is under no obligation to provision the Contractor with access to enterprise services if the Contractor does not provide its employees with business email addresses.

APPENDIX 16

Union Time

Training delivered under this Agreement is required by HCAs under the laws of the state of Washington and is subject to change as such laws may change. Union Time is required by applicable collective bargaining agreements. In the event a change to applicable law or the applicable collective bargaining agreements impacts the Required Training and Union Time as described below, Training Partnership and Contractor will use commercially reasonable efforts to amend this Agreement to address such impact.

Instructors must allow appropriate access for the representative for Union. Information about student attendance for Union Time, or any other personal information is protected and must not be shared with any party outside the TP or its training delivery contractors.

Contractor will maintain the ability to provide Union Time as described below. In the event the Union Representative is unable to attend, the contractor should notify Training Partnership via the portal and may be asked to reschedule. If students have questions about union membership, their participation in the union, or any and all union questions, instructors are to direct students to the union through the Member Resource Center at 1-866-371-3200.

In Non- English classes, Instructors do not interpret for the union representative. If this situation occurs, Contractor should notify Training Partnership as soon as possible.

- Union Time for BT, CE and AT
- For Basic Training, including parent provider training, BT 30 and BT70, Union Time is 30 minutes; preferably at the start of the first of class.
- For CE and AT, Union Time is 15 minutes.
- In the event that the contractor is deemed responsible for Union Time not occurring during its scheduled time the Training Partnership may remove scheduled instructional hours allotted to the contractor

APPENDIX 17

Approved Language List

Contractor will have the ability to provide learning experiences in multiple languages as designated by the Training Partnership. Examples of languages are: Amharic, Arabic, Cambodian/Khmer, Cantonese, English, Korean, Laotian, Russian, Somali, Spanish, Tagalog, and Vietnamese. Language Instructors must be bilingual in English and the language of their class. Instructors may not be replaced with an interpreter in lieu of a bilingual Instructor without written approval from Training Partnership. Required languages are subject to change dependent upon population demand. Should a change occur, Training Partnership will provide an updated list in writing.

Required Languages

- Amharic
- Arabic
- Cambodian/Khmer
- Cantonese
- English
- Korean
- Laotian
- Russian
- Somali
- Spanish
- Tagalog
- Vietnamese