

JOINT SPONSORSHIP & MARKETING AGREEMENT

Home Care Manager Certificate Program (WEB-BASED PROGRAM)

This Joint Sponsorship & Marketing Agreement (“**Agreement**”) is made as of _____, 2009 (“**Effective Date**”), by and among the California Association for Health Services at Home, a California nonprofit mutual benefit corporation (“CAHSAH”), and _____ State Home Care Association (“SHCA”).

1. Preliminary Statements

1.1 CAHSAH is dedicated to being the preeminent source of education and information reflecting the full diversity of the home care industry and has produced and conducted home care training programs designed to meet the educational needs of a dynamic home care industry that include teaching management skills and providing technical information pertinent to home care industry managers.

1.2 The SHCA provides, among other matters, educational support to home care providers within the state in which SHCA is located in the United States.

1.3 CAHSAH has developed and owns all rights, title and interest in that certain program and program materials known as the Home Care Manager Certificate Program and intends to develop a web-based version of the Home Care Manager Certificate Program. CAHSAH desires to obtain SHCA assistance in sponsoring and marketing the web-based Home Care Manager Certificate Program to its members and home care organizations in SHCA’s state, all in accordance with the terms and conditions of this Agreement.

1.4 CAHSAH and SHCA wish to enter into an agreement to identify their respective rights and obligations with respect to co-sponsoring and marketing the web-based “**Home Care Manager Certificate Program**” or “**Program**”.

NOW, THEREFORE, in consideration of the foregoing Preliminary Statements (which are incorporated herein by reference), the mutual agreements contained herein, and for other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

2. Copyright & Trademarks

2.1 CAHSAH Ownership Rights. SHCA agrees that CAHSAH shall have, and after the termination of this Agreement shall continue to have the exclusive right to use the Program, Program Materials (as defined below), including, without limitation, any and all information, materials, Exam, certification marks and trademarks associated therewith. SHCA further acknowledges and agrees that the work SHCA has agreed to perform relative to the development of the resource sheet “Who to Contact” (the “**Who to Contact Resource Materials**”) addressing state specific laws relevant to home care of the state of SHCA (as described below) is based upon ideas and concepts for Home Care Manager training and proficiency that are the exclusive property of CAHSAH. SHCA further hereby absolutely and unconditionally assigns all of SHCA’s right title and interest in the Who to Contact Resource Materials, including all copyrights therefore or related thereto, to CAHSAH, and agrees to execute such other agreements, documents and instruments as may necessary to confirm and acknowledge such assignment.

2.2 Copyrights. The Home Care Manager Certificate Program and all related program materials for the Home Care Manager Certificate Program, including all instructional materials, video presentations, power point presentations, handouts, supporting materials and program outlines, exam questions, agendas, and faculty rosters and the accompanying content and illustrations (printed, written electronic or otherwise) and Program exam (collectively, “**Program Materials**”) are copyrighted by CAHSAH. Unauthorized use or publication of any part of or all of the Program or Program Materials, including those instances where the Program or Program Materials or any part thereof have been modified, merged, or included with other printed, written or electronic materials, for any reason, is expressly forbidden, except as otherwise expressly provided in this Agreement. SHCA agrees that it will not permit the duplication, use, sale, or disclosure of any of the Program content or Program Materials except as expressly permitted under this Agreement, unless expressly authorized in writing by CAHSAH to do so in each instance. SHCA may be held liable for copyright infringement which results from such unauthorized copying or use. SHCA acknowledges and agrees that CAHSAH may seek an injunction to enjoin any unauthorized duplication, reproduction, sale or unauthorized use of any Program content or Program Materials.

2.3 CAHSAH Trademarks/Trade names. The Program may be referred to as “**HOME CARE MANAGER CERTIFICATE PROGRAM**” and persons who successfully complete the HOME CARE MANAGER CERTIFICATE PROGRAM proficiency examination may be granted the right to represent themselves as “Certified Home Care Managers” or “CHCM” and such other trademarks and trade names for the Program as CAHSAH may develop and/or register from time to time. This Agreement and the licenses granted to SHCA hereunder convey to SHCA no rights to use the names “**HOME CARE MANAGER CERTIFICATE PROGRAM**” or such other trade names or trademarks as CAHSAH may identify for the Program and persons who successfully complete the Program and receive a passing score on the Exam, other than in accordance with the terms and conditions of this Agreement.

3. Web-Based Program Events

3.1 Program Event Calendar. CAHSAH shall develop and distribute to SHCA a schedule (“**Program Event Schedule**”) of web-based Home Care Manager Certificate Programs (“**Web-Based Program Events**”) to be held from time-to-time during the term of this Agreement. The Program Event Schedule will identify the dates of availability of the Web-Based Program Event, registration fees, and registration deadlines. CAHSAH shall provide SHCA with marketing materials and other pertinent information that may be helpful in the SHCA marketing of the Web-Based Program Event.

3.2 Availability and Delivery of Web-Based Programs. The Web-Based Program Events will be available and accessible 24/7 during the time periods identified in the Program Event Schedule to individuals for whom paid registrations have been received by CAHSAH; provided, however, that CAHSAH reserves the right to make changes in the Program Event Schedule as it may deem reasonable and necessary during the term of this Agreement, of which SHCA shall be given notice. The Home Care Manager Certificate Program course materials will be made available and accessible to Program registrants for the duration of three (3) months starting from the date the individual receives their participation confirmation containing their username and password. Web-Based Program Events will be delivered through video streaming technology produced by Home Care Information Network. The web-based video presentations will be recorded from a live presentation. The registrants will be able to view the video presentation alongside the presenter’s accompanying power point presentation. Upon completion of each section, registrants will be given a number of exam questions related to what they just

learned. At the end of the course, the registrants will receive their cumulative score and will receive a certification as a “Certified Home Care Manager”, if they receive an overall cumulative score of 80% or better.

3.3 On-Line Registration. CAHSAH will provide for on-line registration for Web-Based Program Events that facilitates SHCA members to identify their state and state association membership affiliation.

3.4 State Specific Regulatory Requirements. The Program was originally designed for presentation in California, and, therefore, there will be some California specific state regulations addressed in the presentation. This information about the Program will be disclosed to participants in various marketing materials and publications. Registrants will be advised that portions of the Web-Based Program are based upon California laws and regulations, which may differ from the laws of the state in which the registrant operates or does business. As a part of its responsibilities for the Program, SHCA will be required to produce a “Who to Contact” resource for their state specific home care licensing, permit and/or certification regulations and human resource laws and regulations. This resource will be provided to participants who register for the HCMCP Web-Based Program Event who identify an affiliation with SHCA’s state.

3.5 Protection of Program Content. HCMCP Web-Based Program content and access will be protected and secured against access by persons who are not registered, paid participants in the HCMCP. Registrants, in connection with their registration for the Web-Based Program Event, will be required to agree to protect HCMCP content and materials from unauthorized use before they are given access to the online Web-Based Program Event and related course materials.

4. Marketing

CAHSAH hereby engages SHCA to assist in the marketing of the HOME CARE MANAGER CERTIFICATE PROGRAM Web-Based Program Events during the term of this Agreement.

4.1 CAHSAH Responsibilities. CAHSAH agrees to undertake the following duties with respect to coordination of Web-Based Program Events:

- Design and provide electronic promotional materials to SHCA for distribution to its members.
- Track the registration by state of origin and provide SHCA with a marketing fee of \$50 for any paid registrant from their state on a quarterly basis.
- Market Web-Based Program Event by fax broadcasts, mailing and print advertising in newsletters and listing on website
- Coordinate Web-Based Program Event registration process
 - Collect and process all registration fees for attendees
 - Send confirmation with user name and password to registrant so they may access online Program
- Develop and Process Program evaluations
- Send out summary evaluations to SHCA (*Quarterly*)
- Score exams
- Send final certificate to attendees who pass exam within 6 weeks of program completion

4.2 SHCA Responsibilities. SHCA agrees to undertake the following duties with respect to marketing of Web-Based Program Events:

- Market Web-Based Program Events by email distribution of CAHSAH promotional materials to its members
- Market Web-Based Program Events by fax broadcasts, mailing and print advertising in newsletters
- Market Web-Based Program Events on SHCA website with link to CAHSAH's registration web page
- Produce and provide to CAHSAH at least thirty (30) days prior to the first Web-Based Program Event a resource sheet of "Who to contact" for state specific laws and regulations for permits, licensing and certifications for home care providers and for human resources issues likely to be encountered by home care businesses

5. Compensation of SHCA/SHCA Member Discounts

5.1 In consideration for its services pursuant to this Agreement, SHCA shall be paid \$50 for each paid registrant from their state participating in a Web-Based Program Events delivered during the term of this Agreement.

5.2 CAHSAH will allow SHCA to extend the CAHSAH membership rate for the Web-Based Program Event to its members and shall provide to CAHSAH confirmation or evidence of a registrant's membership in the SHCA.

6. Relationship of the Parties.

6.1 Independent Contractors. No relationship of employer and employee or partner or joint venture is created by this Agreement. In performing the rights and duties identified in this Agreement, each of the parties is acting as independent contractors and have entered into this Agreement solely for the purposes stated herein, and this Agreement is not intended to create, nor shall it be construed as creating, any form of partnership, joint venture or franchise relationship between or among the parties hereto. Except as otherwise expressly provided herein, each party shall be responsible for the salaries, payroll taxes, withholdings, insurance, and other benefits of any kind for its respective employees. In no event shall either party have or exercise control over the manner in which the other party provides the professional service or other services required by this Agreement.

6.2 Trademarks. The parties grant each other a limited, non-exclusive, non-transferable right to use each other's trademarks, trade names, and logos, solely for the advertising, and promotion of the Web-Based Program Events. Each party reserves the right to amend and replace its marks at any time and at its sole discretion. Each party acknowledges that all such use of each other's marks shall inure solely to the benefit of the parties to this Agreement. All usage of marks shall be in accordance with specifications of use by each party. The marks of each party shall not be changed, modified, or animated by the other party. Each party shall use the other's marks in connection with the marketing of the Home Care Manager Certificate Program only and shall not use any other marks not authorized by the party that owns the marks. Each party agrees that it shall not use each other's marks as part of their own trade name or in any such way that suggests that there is affiliation between the parties other than that created by this Agreement. Each party's right to use the other marks shall automatically cease upon expiration and termination of this Agreement. Each party shall notify other parties promptly if they become aware of any infringement or violation of any of the other party's marks. No party may take

any action against a third party infringement or violation without the written consent of the party owning the mark.

6.3 Equitable Relief. Each of the parties acknowledges and agrees that a breach of the confidentiality, ownership and intellectual property provisions of this Agreement will result in irreparable harm to the other, which cannot be reasonably or adequately compensated in damages, and therefore, CAHSAH shall, in the event of a breach or threatened breach by SHCA of the provisions of this section, be entitled to equitable remedies, including, but not limited to, injunctive relief, to prevent a breach or disclosure, in whole or in part, any Confidential Information and to protect its rights in the Program Materials and its copyrights and trademarks, in addition to any other relief or award to which they may be entitled. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages.

6.4 Confidentiality. The performance of the parties obligations pursuant to this Agreement may require disclosure by each party to the other of certain confidential or proprietary information, including, but not limited to: information on techniques; processes, trade secrets, inventions, discoveries, improvements, research or development, test results, specifications, data, know-how, formats, marketing plans, business plans and strategies, forecasts, policies and procedures, contracts, costs and pricing information, current business relationships and standard operating procedures (collectively, the “**Confidential Information**”), and that such information constitutes valuable, special, and unique property of such party. Each of the parties acknowledges and agrees that the other party is entitled to prevent its competitors from obtaining and utilizing its Confidential Information. Such Confidential Information of the other party shall not be disclosed or utilized by a party or their respective agents or employees, except as applicable pursuant to this Agreement or as required by applicable laws and regulations. In the event that either party receives any request for the disclosure of this Agreement or any Confidential Information, such party shall immediately notify the other party and provide to the other party the opportunity to contest the propriety of such order or request and to arrange for appropriate safeguards against further disclosure. Without limiting the generality of the foregoing, SHCA acknowledges and agrees that the Program Materials, including, without limitation, the Exam, are the Confidential Information of CAHSAH, which has proprietary value to CAHSAH, and SHCA expressly agrees to take all reasonable and appropriate precautions to maintain and preserve, both during the term and after the expiration of term of this Agreement, the secrecy and confidentiality of the Program Materials and Exam, including the content, questions, answers, test results, back-up documentation, criteria, methods in such manner as is consistent with testing organizations, and any electronic transmission of the Program Materials or Exam shall be in accordance with procedures established by CAHSAH to ensure the preservation of the secrecy of the Program Materials and Exam . In the event of a breach or threatened breach of the confidentiality and non-disclosure provisions of this Agreement, each of the parties shall be entitled to an injunction restraining such disclosure in whole or in part of any of such party’s Confidential Information. Nothing herein shall be construed as prohibiting either party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages. “Confidential Information” shall not include: (i) information which is available to the public at the time it is disclosed; (ii) information which becomes available to the public without a breach of this Agreement, (iii) information which the recipient already possessed at the time it is disclosed; (iv) information which is internally developed by the recipient independently of and wholly without knowledge of the disclosed information; (v) information which is lawfully disclosed by the recipient by a third party which makes such disclosures without a breach of any secrecy agreement, and (vi) information which the recipient is required to disclose by a court of competent jurisdiction or statute.

6.5 Excluded Persons. SHCA shall not knowingly employ or otherwise retain the services of any entity or person who has been excluded from participation in any federal health care program, including the Medicare or Medicaid programs, and shall initially and periodically screen employees to confirm that such employees are not excluded persons.

7. Indemnification

7.1 Indemnification. Each of the parties (“**Indemnitor**”) shall indemnify, defend and hold the other and its officers, directors and employees (“**Indemnitee**”) harmless from and against any and all liabilities, claims, damages, losses or expenses (including reasonable attorneys’ fees, expert witness fees, and court costs through all appeals), arising out of, incident to or in any manner occasioned by the acts, omissions, misconduct, bad faith, negligence or breach of contract by the Indemnitor or any of said Indemnitor’s employees or agents in the performance of its obligations pursuant to this Agreement. Each party shall promptly notify all parties of a claim or threatened claim of which it becomes aware. In the event that a claim is made against both parties, it is the intent of the parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, each of the parties shall have the right to take any and all actions they believe necessary to protect its interest.

8. Term and Termination.

8.1 Term and Termination. Subject to other provisions of this section, this Agreement shall commence on the Effective Date hereof and continue for a term of one (1) year, unless earlier terminated or extended as provided herein below.] (the “**Initial Term**”). At the conclusion of the Initial Term, this Agreement shall terminate unless the parties agree to renew and extend this Agreement.

8.2 Termination without Cause. Each party may terminate this Agreement by giving at least ninety (90) days written notice to the other party.

8.3 Material Breach. In the event either party materially breaches this Agreement and such breach is not cured within thirty (30) days after the non-defaulting party serves written notice of the default upon the defaulting party (the “**Default Notice**”), this Agreement may be terminated at the election of the non-defaulting party upon the giving of a written notice of termination to the defaulting party; provided that if such uncured breach is only capable of being cured within a reasonable period of time in excess of thirty (30) days, the non-breaching party shall not be entitled to terminate this Agreement so long as the breaching party has commenced such cure and thereafter diligently pursues such cure to completion.

8.4 Insolvency. This Agreement may be terminated by either party upon notice to the other upon the appointment of a receiver or custodian to take possession of all or any material part of the assets of the other party, or a general assignment by it for the benefit of creditors, or the filing of a case by or against it under the Bankruptcy Code, which is not stayed or terminated within thirty (30) days.

8.5 Procedures Upon Termination. Following SHCA’s receipt of notice of termination of this Agreement, SHCA shall immediately cease any marketing or any other related activity to any scheduled Program Event which would occur after the effective date of termination. Upon the termination of this Agreement, SHCA shall promptly return to CAHSAH any and all Program content and Program Materials, if any, in its possession, which are in tangible form, including any all modifications and derivatives. The termination of this Agreement shall not relieve either party of any obligations

pursuant to this Agreement, which arose on or before the termination hereof. Nothing herein shall be construed as prohibiting the pursuit of any other remedies available for such breach or threatened breach, including the recovery of damages. The covenants contained in this Section and the rights of the parties in the event of breach shall survive the termination of this Agreement.

9. General

9.1 Notices. All notices shall be in writing and sent by reputable overnight courier or certified U.S. mail, return receipt requested to the parties at the address stated at the end of this Agreement, to the attention of the person identified or who executes this Agreement on behalf of the party.

9.2 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties to this Agreement with respect to HOME CARE MANAGER CERTIFICATE PROGRAM. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by the parties hereto.

9.3 Severability. If any part or parts of this Agreement are held to be invalid, the remaining parts of the Agreement shall continue to be valid and enforceable as to the parties hereto, but only if and to the extent such enforcement would not materially and adversely frustrate the parties' essential objectives as expressed herein.

9.4 No Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement shall not deprive that party of the right to insist upon adherence at some later juncture; any waivers of any term must be made in writing.

9.5 Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other interruptions beyond the reasonable control of either party. However, both parties shall make good-faith efforts to perform under this Agreement in the event of any such circumstances. If such an event occurs, the party whose performance is affected shall give the other party notice within fifteen (15) days from the discovery of such an event. The other party may terminate this Agreement upon written notice to the party whose performance is compromised if such event prevents full performance if there are obligations to this Agreement for a period of thirty (30) days or more.

9.6 Attorneys' Fees. If any legal action, arbitration or other proceeding is commenced to enforce or interpret any provision of, or otherwise relating to, this Agreement, the losing party shall pay the prevailing party's actual expenses incurred in the investigation of any claim leading to the proceeding, preparation for and participation in the proceeding, any appeal or other post judgment motion, and any action to enforce or collect the judgment including contempt, garnishment, levy, discovery and bankruptcy, in addition to whatever other relief may be awarded, including those of appeal, in addition to whatever other relief may be awarded, including those of appeal. For this purpose "expenses" include, without limitation,

court or other proceeding costs and experts' and attorneys' fees and their expenses. The phrase "prevailing party" shall mean the party who is determined in the proceeding to have prevailed or who prevails by dismissal, default, or otherwise. In addition, any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law.

9.7 Binding on Successors. Without limiting or otherwise affecting any restrictions on assignments of this Agreement or rights or duties under this Agreement, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the parties hereto.

9.8 Arbitration.

(a) Should any dispute arise between the parties under this Agreement, the parties shall, in good faith, attempt to resolve any such dispute. Any such meeting or conference call to resolve the dispute shall be attended by appropriate personnel from each party including, but not limited to, management representatives. This Agreement may not be terminated unilaterally by either party until such meeting has taken place. Should the parties be unable to resolve the dispute, either party may then submit the matter to arbitration pursuant to Section 8.10 (b) below.

(b) Any dispute arising from or related to this Agreement and involving the parties to this Agreement that is not resolved on an informal basis shall, at the request of either party, be resolved by binding arbitration before a single arbitrator knowledgeable in the health care industry in accordance with the commercial rules of the American Arbitration Association, and in any such arbitration, the parties shall be entitled to pursue discovery as provided in California Code of Civil Procedure Section 1282, et seq. The arbitrators shall apply California substantive law and federal substantive law where state law is preempted and in any such arbitration. Civil discovery for use in such arbitration may be conducted in accordance with the California Code of Civil Procedure and the California Evidence Code, and the arbitrator selected shall have the power to enforce the rights, remedies, duties, liabilities, and obligations of discovery by the imposition of the same terms, conditions and penalties as can be imposed in like circumstances in a civil action by a superior court of the state of California. The arbitrators shall have the power to grant all legal and equitable remedies and award compensatory damages provided by California law, except that punitive damages shall not be awarded. The arbitrators shall prepare in writing and provide to the parties an award including factual findings and the legal reasons on which the decision is based. The arbitrators shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for such error. Any arbitration proceeding initiated by either party shall be brought in Sacramento, California. The arbitrator(s) shall be knowledgeable in the subject matter of the dispute, controversy or claim. The arbitrator(s) shall make his determination strictly in accordance with the provisions of this Agreement. Notwithstanding the above, in the event either SHCA or CAHSAH wishes to obtain injunctive relief or a temporary restraining order, such party may initiate an action for such relief in a court of law and the decision of the court of law with respect to the injunctive relief or temporary restraining order shall be subject to appeal only through the courts of law. These arbitration provisions shall survive the expiration or termination of this Agreement.

(c) The foregoing provisions of this Section 9.12 shall not be interpreted to require either party to submit to mediation prior to exercising either party's right to pursue equitable relief from a court of competent jurisdiction at any time.

9.9 Governing Law, Venue, Jurisdiction. This Agreement shall in all respects be interpreted, enforced and governed by the internal laws of the State of California. Except as otherwise

provided for under the arbitration provisions, all legal proceedings and actions under this Agreement shall be taken in a court of competent jurisdiction within the state of California, county of Sacramento. The parties hereto waive and agree that they will not assert that such forum is inconvenient. The means of obtaining personal jurisdiction, selecting venue and perfecting service of process are not intended to be exclusive, but are cumulative and in addition to all other means of obtaining personal jurisdiction and perfecting service of process now or hereafter provided by the laws of the State of California, as amended from time to time.

9.10 Headings/Captions/ Interpretations. Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or any of its provisions. The parties agree that each party and its counsel have had an opportunity to review and have revised this Agreement and that the rule of construction that would resolve ambiguities against the drafting party shall not be employed in the interpretation of this Agreement. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provisions. In this Agreement, whenever the context so requires, the masculine gender includes the feminine and/or neuter and the singular includes the plural.

9.11 Time is of the Essence. Time is of the essence under this Agreement and any amendment, modification or revision of this Agreement.

9.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date first set forth above.

SHCA:

CAHSAH:

Print Name of SHCA

California Assoc. for Health Services at Home

By: _____
Signature of SHCA Representative

By: _____
Joseph Hafkenschiel, President

Print Name of SHCA Representative

Address:

Address:

3780 Rosin Court, Suite 190
Sacramento, CA 95834