

CONSULTING AGREEMENT

THIS AGREEMENT is made between Bob Muehlenkamp and SEIU United Healthcare Workers – West (UHW), a non-profit corporation doing business in Oakland, California.

WHEREAS Bob Muehlenkamp has the special skills, training, experience, knowledge and ability to perform the services that UHW needs, and;

WHEREAS, Bob Muehlenkamp seeks to be retained by UHW and UHW seeks to retain Bob Muehlenkamp under the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. *Independent Contractor.* Bob Muehlenkamp will act as an independent contractor of UHW in the performance of her duties under this Agreement. Bob Muehlenkamp will, therefore, be responsible for the payment of all federal, state and local taxes as well as for the payment of Worker's Compensation Insurance arising out of or related to Bob Muehlenkamp work for UHW.
2. *Duties and Responsibilities.* Bob Muehlenkamp agrees to provide ^{Consulting} ~~bookkeeping services including portions of accounts payable, processing credit card documentation,~~ and other tasks as delegated for UHW during the term of this Agreement. Bob Muehlenkamp agrees to dedicate sixteen (16) hours per week for services to UHW. Bob Muehlenkamp is free to secure additional clients and patrons, as long as the performance of services to such clients and patrons does not conflict with or preclude Bob Muehlenkamp's performance hereunder.
3. *Licenses and Certification.* Bob Muehlenkamp will secure all necessary business licenses at her sole expense prior to undertaking any work on UHW's behalf. Bob Muehlenkamp further agrees to pursue any courses required to obtain or maintain any required skills and will not look to UHW for reimbursement therefor.
4. *Compensation.* UHW will pay Bob Muehlenkamp for this work at the rate of five thousand dollars (\$5,000.00) per month. Travel time to locations within one hour's drive of Bob Muehlenkamp's home will not be compensated. Payment under this contract will not exceed a total of thirty thousand dollars (\$30,000.00) for all work performed.
5. *Expenses.* If applicable, UHW will reimburse Bob Muehlenkamp for out-of-pocket expenses for long distance and necessary cell phone calls at a mutually agreed-upon rate; and meeting expenses, such as space rental, parking, copies, postage, and refreshments. There will be no other expenses paid for by SEIU United Healthcare Workers - West, except by prior agreement.
6. *Location of Work.* Bob Muehlenkamp will perform all services at UHW offices or at such other locations as UHW may, from time to time, designate or authorize.
7. *Term.* This Agreement will be for the term of January 1, 2008 through June 30, 2008.
8. *Termination.* UHW may terminate this Agreement at any time based on Bob Muehlenkamp's failure to provide services hereunder in accordance with UHW's standards. Any such termination must be effected by UHW providing Bob Muehlenkamp with seven (7) days' written notice of the termination.
9. *Nondisclosure.* Bob Muehlenkamp acknowledges and agrees that the names and addresses of UHW's members and coalition partners are and will remain the exclusive property of UHW and that such names and addresses are of a confidential nature and of great economic value to UHW. During the term of this Agreement and for the period of one year immediately following its termination, Bob Muehlenkamp will not, directly or indirectly, divulge or disclose the names and addresses of UHW's members or coalition partners to any person, firm, association or company. During the term of this Agreement and for a period of one year following termination hereof, Bob Muehlenkamp further agrees not to, directly or indirectly, solicit, divert or take away any of UHW's members or coalition partners.

10. *Modification of This Agreement.* No waiver or modification of this Agreement, in whole or in part, will be valid unless in writing and duly executed by each of the parties. Any waiver of any term, condition or provision of this Agreement will not constitute a waiver of any other term, condition or provision hereof, nor will a waiver of any breach of any term, condition or provision constitute a waiver of any subsequent or succeeding breach.
11. *Assignment.* Neither UHW nor Bob Muehlenkamp will assign their respective rights and obligations under this Agreement.
12. *Severability.* In the event that any paragraph or provision of this Agreement is held to be illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not affect the validity or enforceability of the remaining paragraphs or provisions. To the extent that any paragraph or provision is rendered unenforceable because it is overly broad, that paragraph or provision shall be limited to the extent required by applicable law and enforced as so limited.
13. *Governing Law.* This Agreement and the performance of services hereunder will be governed by the laws of the State of California.
14. *Entire Agreement.* This Agreement contains the complete agreement of the parties and will supersede any and all other agreements, understandings and representations by and between the parties hereto.

By: Joan Emslie
Joan Emslie, Secretary-Treasurer
SEIU United Healthcare Workers - West

By: Bob Muehlenkamp
Bob Muehlenkamp
Phone: 301-346-3665

Tax ID Number 400-62-9380

Date: 2/13/2008

Date: 2/11/08