

Respecting Choices®

PERSON-CENTERED CARE

ORGANIZATION FACULTY CERTIFICATION AGREEMENT

This Agreement is made as of the date of the last signature (the “Effective Date”) by and between:

C-TAC Innovations, Inc., through its division, Respecting Choices (“Respecting Choices”) a Washington D.C. nonprofit corporation with its principal offices at 1299 Pennsylvania Ave., NW, Suite 1175, Washington D.C. 20004;

the Organization Faculty (OF) Fellow named below:

Legal Name of Organization Faculty Fellow (please print)

Address of OF Fellow (please print)

and, the OF’s employer or other organization with which the OF Fellow is affiliated (the “Organization”)

Legal Name of Organization (please print)

Address of Organization (please print)

BACKGROUND

A. Respecting Choices materials and programs were originally developed by Gundersen Lutheran Medical Foundation, and are exclusively administered by Respecting Choices, as a recognized leader in designing competency-based advance care planning that contributes to successful healthcare outcomes for individuals/patients, families, and healthcare providers. The Programs include: First Steps®, Next Steps, or Advanced Steps (formerly known as Last Steps®) ACP programs.

B. Respecting Choices prepares individuals to work as Organization Faculty to assume a leadership role in the ACP program dissemination and sustainability.

C. Organization Faculty Fellow desires to be certified as an Organization Faculty in the Program(s) designated below; and

D. The Organization wishes to support the OF Fellow as an Organization Faculty.

Acknowledging the adequacy of the consideration exchanged and incorporating the terms defined above, the parties agree as follows:

1. **Certification(s)**. OF Fellow desires to be certified as Organization Faculty in the following Programs:

- First Steps® ACP
- Next Steps ACP
- Advanced Steps ACP

2. **Certification Requirements.** In order to be certified as Organization Faculty by Respecting Choices, the Fellow shall fulfill the following requirements (“Certification”):

- a. Completion of the certification requirements for the specified Program(s) as outlined in Exhibits A-1, A-2, and/or A-3;
- b. Successfully demonstrate skills associated with the specified Program(s) determined by Respecting Choices in its sole discretion; and
- c. If applicable, score at least 80% or higher on a written examination associated with the specified Program(s).
- d. Meet recertification requirements set by Respecting Choices which may be changed from time to time upon written notification to Organization Faculty.

Respecting Choices may change the Certification Requirements at any time, at its sole discretion, upon written notice to Organization Faculty.

3. **Organization Faculty Certification.** After Respecting Choices has determined that the Organization Faculty has met the Certification Requirements, he or she may offer the services described in Exhibits A-1, A-2, and/or A-3 (the “Services”), but only to the Organization and the Community the organization serves as identified in its A-1, A-2, and/or A-3. Organization Faculty may not provide Services to any other organization, unless OF obtains prior written authorization from Respecting Choices. Contact Respecting Choices to inquire on opportunities to expand services through a State Addendum.

4. **Consideration.** The sole consideration Organization Faculty receives from Respecting Choices is its certification as Organization Faculty, and its permission to provide Services to the Organization.

5. **Equipment, Materials, and Supplies.** Organization Faculty and Organization must purchase training materials for the Programs from Respecting Choices (“Respecting Choices Materials”) when offering any of the Services, at the current regular cost of such materials. Please refer to section 6.a. in the applicable Exhibits. Except for Respecting Choices Materials for the Programs, Organization Faculty and Organization will arrange for necessary equipment, tools, materials, and supplies needed by Organization Faculty to provide the Services.

6. **Intellectual Property and Limited License.**

- a. C-TAC Innovations has an exclusive, worldwide license to use and distribute the Respecting Choices materials owned by Gundersen Lutheran Medical Foundation, Inc. (“Gundersen”). Gundersen also owns certain intellectual property related to the Program, including the service marks and trademarks (“Marks”) shown in Exhibit A, and the copyrights in the Program’s curriculum materials (these Marks and copyrights collectively referred to as “Intellectual Property”).

- b. Respecting Choices grants OF Fellow and the Organization a royalty-free, nonexclusive, personal and nontransferable limited term license to use the Intellectual Property to perform the services described in Exhibit A for the Organization subject to the following:
 - i. The OF Fellow and the Organization each acknowledge Gundersen's or Respecting Choices' exclusive right, title, and interest in the Intellectual Property. The OF Fellow and the Organization each agree not to contest, impair, or tend to impair all or any part of the Intellectual Property and/or any registration(s) thereof. In connection with the use of the Intellectual Property, the OF Fellow and the Organization each agree not to represent that it has any ownership of the Intellectual Property or registration thereof. The OF Fellow and the Organization each agree to clearly cite Gundersen's authorship and ownership of the Program and all materials associated therewith.
 - ii. As described in Exhibit B, the OF Fellow and the Organization each agree to only use the Marks in connection with the "Permitted Activities" in accordance with the "Use Standards." Upon the mutual written agreement of the parties, the Exhibits may be amended from time to time to add additional Marks, Permitted Activities, and/or Use Standards to the license granted under this Agreement.
 - iii. The Organization Faculty and the Organization each recognize that
 - a. The Marks are recognized as service marks and/or trademarks of Gundersen or Respecting Choices (as designated on Exhibit A), and the great value of the goodwill associated with the Marks which belongs exclusively to the respective owner. The OF Fellow and the Organization each agree that its use, display, and appearance of the Marks, shall be of high standards, quality, style, appearance, and good taste (the "Quality Standards") and shall (in the reasonable judgment of Gundersen or Respecting Choices) be adequate and suited to exploit the Marks and related goodwill to their maximum advantage, protection, and enhancement. If Gundersen or Respecting Choices determines, in its sole, reasonable discretion, that in any manner in which the Marks are being used does not comply with the Quality Standards, the OF Fellow and the Organization shall either make such changes or improvements as reasonably required by Gundersen or Respecting Choices to comply with the Quality Standards, or cease using the Marks in such manner.
 - b. During the term of this Agreement and after termination, OF Fellow and the Organization shall at no time adopt or use, without Respecting Choices' prior written consent, any mark which is similar to or likely to be confused with the Marks, except as specifically permitted under this Agreement.

7. Research using Respecting Choices using Respecting Choices person centered care. If the Organization Faculty or Organization intends to publish research results in a peer-reviewed journal using Respecting Choices person-centered care, the OF and Organization will:

- a. Inform Respecting Choices before the research begins;
- b. Obtain Respecting Choices' confirmation that the delivery of Respecting Choices person-centered care will be applied in a manner consistent with Respecting Choices' standards;

- c. Attribute use of Respecting Choices person-centered care in its publication, as follows, “Research conducted using Respecting Choices person-centered care program,” and
- d. Provide the publication or data outcomes of its research to Respecting Choices.

7. **Independent Contractor Relationship.** Organization Faculty and Organization are each independent contractors, and neither is an agent or employee of Respecting Choices. This Agreement shall not be construed or interpreted to create an employer-employee relationship or any other relationship between Respecting Choices and Organization Faculty.

8. **Term and Termination.** This Agreement shall commence as of the Effective Date and will continue unless terminated (i) upon written notice from Respecting Choices to OF or Organization; or upon written notice from OF or Organization to Respecting Choices; or (ii) by Respecting Choices for OF’s or Organization’s material breach which is not remedied within thirty days from written notice to that party, or (iii) by Respecting Choices for OF’s failure to maintain his/her Certification.

a. On termination of this Agreement:

- i. OF and Organization may not represent that OF is a certified Organization Faculty unless OF again obtains certification.
- ii. Organization Faculty and Organization each shall (i) immediately cease all use of the Intellectual Property, including ceasing all distribution of any documents, materials, products, or other matter utilizing or bearing any of the Marks, and removing from access and view all signage, websites, and other references utilizing, bearing, or referencing any of the Marks; and (ii) at Respecting Choices’ request either destroy or deliver to Respecting Choices, all documents, materials, products, or other matter containing or otherwise bearing any of the Intellectual Property.
- iii. If OF’s employment with the Organization is terminated, Respecting Choices may in its sole discretion, either (i) terminate Organization Faculty’s Certification(s) as of the last date of employment, or (ii) permit OF to retain the Certification(s) upon review and approval by Respecting Choices.

9. **Restrictive Covenant.** During the term of this Agreement and for a period of one year following the termination of this Agreement, OF and Organization each agree not to develop, whether alone or with anyone else, an instructor and facilitator certification course and a design and implementation course that would directly compete with the Respecting Choices Program. Notwithstanding the above, Respecting Choices recognizes that OF and Organization, if applicable, currently do and will continue to support and advance the end of life planning work within the Organization and the Community including development of documents and education for clinicians, individuals, and others within the Organization and Community.

10. **Indemnification; Disclaimer of Warranties.** Organization Faculty and Organization each indemnify Respecting Choices and undertakes to defend and hold Respecting Choices harmless from any claims, suits, losses, expenses, and damages (including reasonable attorneys’ fees and disbursements) arising out of, or related to: (i) its respective obligations or any breach or default under this Agreement; (ii) any defects in any items sold, distributed, or displayed by either OF or Organization in connection with the Intellectual Property; (iii) any failure of either OF or Organization to comply with any applicable provision of any law, statute, ordinance, or regulation; or (iii) OF’s or Organization’s negligence or willful misconduct.

Except as described below, Respecting Choices shall have no liability to OF or Organization or to third parties with respect to its use of the Program. Respecting Choices hereby indemnifies OF and Organization and undertakes to defend and hold OF or Organization harmless from any claims, suits, losses, expenses and damages (including reasonable attorneys' fees and disbursements) arising out of, or related to (i) any breach or default by Respecting Choices under the terms of this Agreement; (ii) Respecting Choices' development and ownership of the Intellectual Property provided to OF or Organization; or (iii) Respecting Choices' negligence or willful misconduct.

If OF is no longer employed by Organization, OF hereby personally indemnifies Respecting Choices, and undertakes to defend and hold Respecting Choices harmless from any claims, suits, losses, expenses and damages (including reasonable attorney's fees and disbursements) arising out of, or related to: (i) OF's obligations or any breach or default by OF under this Agreement; (ii) any defects in any items sold, distributed or displayed by OF in connection with the Intellectual Property; (iii) any failure of OF to comply with any applicable provision of any law, statute, ordinance or regulation; or (iv) OF's negligence or willful misconduct.

NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED AS A WARRANTY EITHER EXPRESSED OR IMPLIED, THAT (A) THE CERTIFICATION AND/OR INTELLECTUAL PROPERTY HAS AN INTRINSIC VALUE OR (B) THAT THE PROGRAM AND/OR INTELLECTUAL PROPERTY HAVE MERCHANTABILITY, CAPACITY OR FITNESS FOR A PARTICULAR PERSON OR USE. ANY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

11. **Assignment.** This Agreement may not be assigned by the OF or the Organization without the prior written consent of Respecting Choices.

12. **Entire Agreement.** This Agreement, including the attached Exhibits and Addenda, contains the entire agreement and understanding between the parties, and supersedes any prior or contemporaneous written or oral agreements, representations, and warranties between them respecting the subject matter hereof.

13. **Severability.** If any term, provision, covenant, or condition of this Agreement, is held to be invalid, unenforceable or void, the remainder of this Agreement remains in full force and effect.

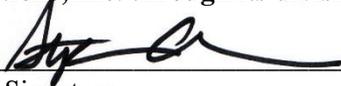
14. **Confidentiality.** The terms of this Agreement constitute confidential information and no party to this Agreement will disclose any confidential information without the permission of the other party. Notwithstanding the foregoing, Respecting Choices and Organization may disclose the existence of this Agreement and descriptions of each other's products in its marketing and advertising efforts.

15. **Construction.** The headings and captions of this Agreement are provided for convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement is to be construed according to its fair meaning and not strictly for or against either party.

16. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflict of law principles.

[signature page to follow]

C-TAC Innovations, Inc. through its division, Respecting Choices

By: 
Signature

Stephanie Anderson, DNP, RN
Printed Name

Executive Director, Respecting Choices
Title

ORGANIZATION

Legal Name of Organization

By: _____
Signature

By checking this box, I attest that my printed name serves as my signature.

Title

Date

ORGANIZATION FACULTY

Legal Name

By: _____
Signature

By checking this box, I attest that my printed name serves as my signature.

Title

Date

Applicable

Non-applicable

Exhibit A-1
First Steps® ACP

Organization Faculty Terms and Conditions

1. **First Steps® ACP Organization Faculty Certification Requirements.** Organization Faculty Fellow will be required to do the following to become certified as First Steps ACP Organization Faculty: Become certified as a Respecting Choices (RC) First Steps ACP Facilitator.
 - a. Participate in a First Steps ACP implementation within 12 months of becoming a First Steps® ACP Facilitator.
 - b. Participate/observe RC Faculty teach the First Steps Leadership Engagement.
 - c. Participate/observe Respecting Choices RC Faculty teach the First Steps ACP Design & Implementation course.
 - d. Observe RC Faculty teach the First Steps ACP Facilitator Certification course.
 - e. Participate/observe RC Faculty teach the First Steps ACP Instructor Certification course.
 - f. Become certified as a Respecting Choices First Steps ACP Instructor.
 - g. Agree to replicate the elements of the Respecting Choices First Steps ACP program in accordance with the terms and conditions of this Agreement.
 - h. Co-teach the First Steps ACP Design & Implementation course with RC Faculty.
 - i. Teach the First Steps ACP Facilitator Certification course while being observed by RC Faculty.
 - j. Co-teach the First Steps ACP Instructor Certification course with RC Faculty.

2. **Services First Steps ACP Organization Faculty are Qualified to Offer.** Upon obtaining First Steps® ACP Organization Faculty Certification, OF will be qualified to offer the following Services:
 - a. First Steps ACP Leadership Engagement
 - b. First Steps ACP Design and Implementation course
 - c. First Steps ACP Facilitator Certification course
 - d. First Steps ACP Instructor Certification course
 - e. Ongoing consultation during implementation, dissemination, and sustainability of the program

3. **Certification Maintenance Requirements.** Organization Faculty shall maintain active OF status by submitting sufficient evidence that Faculty has satisfied the standard teaching requirements as outlined in section 6, i.e. Instructor course requests and participant sign-in sheets (following the course). OF will be required to do the following in order to maintain First Steps® ACP Faculty certification:
 - a. Teach at least three (3) First Steps ACP Instructor Certification courses in three (3) years with the first occurring within twelve (12) months of Organization Faculty Fellow's certification. Each Instructor Certification course must include a minimum of four (4) participants. OF may meet this requirement by submitting the Instructor Agreements and Instructor Certification Participant lists from the courses instructed by OF over the prior three (3) year period.
 - b. OF is encouraged to participate in at least one ACP Organization Faculty national call per year (calls are quarterly).

4. **Recertification.** Respecting Choices may impose recertification requirements from time to time at Respecting Choices' sole discretion, upon written notification to OF.

5. Obligations of Respecting Choices. Respecting Choices agrees to update course-related materials from time to time as appropriate.

6. Obligations of First Steps® ACP Organization Faculty and Organization. OF and Organization agree as follows:

- a. OF and Organization, when offering any of the Services described herein, will purchase all required Program Training Materials from Respecting Choices. Program Services and respective Training Materials are identified as follows:
 - i. First Steps ACP Facilitator Certification course: Respecting Choices Online Facilitator Curriculum
 - ii. First Steps ACP Instructor Certification course: First Steps Instructor Training Package
- b. OF, when offering the First Steps ACP Design and Implementation course in OF's Organization, may use the most current version of the First Steps® Design and Implementation curriculum, including: (i) the A Systems Approach to Advance Care Planning Manual; (ii) the First Steps Design and Implementation Notebook, and (iii) other materials required by Respecting Choices from time to time for such other Services. OF may include additional materials to individualize the course to comply with Organizational or statutory guidelines and align with Organization's program.
- c. OF, when offering the standardized First Steps ACP Facilitator Certification course in OF's Organization, will use the complete and most current set of First Steps ACP Facilitator Certification curriculum, including: (i) the Respecting Choices Online Facilitator Curriculum; (ii) the 7 or 8-hour classroom components; and (iii) other materials required by Respecting Choices from time to time for such other Services. OF may include additional materials to individualize the course to comply with Organizational or statutory guidelines and align with Organization's program.
- d. OF, when offering the First Steps ACP Instructor Certification course in OF's Organization, will use the complete and most current set of First Steps® ACP Instructor Certification curriculum, including: (i) the First Steps Instructor Training Package; (ii) the 8-hour classroom components; and (iii) other materials required by Respecting Choices from time to time for such other Services. OF may include additional materials to individualize the course to comply with Organizational or statutory guidelines and align with Organization's program.
- e. OF, when offering the First Steps® ACP Facilitator Certification course in OF's Organization, will participate in teaching the course (to meet OF Instructor requirements). Such participation shall include some type of physical presence by OF related to the First Steps® ACP Facilitator Certification course and could involve the following: (i) taking the lead in teaching one or more of the agenda topics; (ii) facilitating the role-play activities and discussions; (iii) acting as a resource to respond to questions and concerns; or (iv) participating in role-play activities.
- f. OF shall send Instructor Certification course participants' signed Instructor Certification agreements (agreement template provided by Respecting Choices) to Respecting Choices prior to participant attending the Instructor Certification course and prior to shipment of Instructor Certification course materials to OF.
- g. OF shall communicate with Respecting Choices as needed to submit lists of those trained as Facilitators or Instructors within one (1) month after the certification courses.
- h. OF and Organization will refrain from using, distributing, or modifying the Program materials for purposes other than delivering the Services described herein unless Respecting Choices provides its express written permission for such other purposes.
- i. OF shall provide the Services described herein in a professional manner at all times.

- j. Respecting Choices reserves the right to terminate or suspend First Steps® ACP Faculty Certification if OF or Organization fails to meet any of the OF and Organization or Certification Requirements as set forth in this Agreement, or for other good cause.
- k. Organization Faculty, when representing him/herself as Organization Faculty, shall use the appropriate acknowledgement. Here is an example for use in an email signature:
Respecting Choices First Steps® Organization Faculty

Please identify all that apply:

_____ **Health Referral Region (HRR)**
Hospital Referral Regions (HRRs) are geographic regions used by the Dartmouth Atlas of Health Care to define regional health care markets. These regions are defined by where patients in surrounding areas are most often referred to for tertiary care. Health care services provided by highly specialized providers such as neurosurgeons, thoracic surgeons, and intensive care units. Each HRR contains at least one hospital that performs major cardiovascular procedures and neurosurgery. HRRs can cross state lines.

<http://www.dartmouthatlas.org/data/region/>. When you click on this link, a map of the United States will appear. Move your cursor to your location and identify the name of your Health Referral Region above.

Applicable

Not applicable

Exhibit A-2
Next Steps ACP

Organization Faculty Terms and Conditions

1. **Next Steps ACP Organization Faculty Certification Requirements.** Organization Faculty Fellow will be required to do the following to become certified as Next Steps ACP Organization Faculty:
 - a. Become certified as a Respecting Choices Next Steps ACP Facilitator.
 - b. Agree to replicate the elements of the Respecting Choices Next Steps ACP program in accordance with the terms and conditions of this Agreement.
 - c. Participate in a Next Steps ACP implementation within 12 months of becoming a Next Steps ACP Facilitator.
 - d. Participate/observe RC Faculty teach the Next Steps Leadership Engagement.
 - e. Participate/observe RC Faculty teach the Next Steps ACP Design & Implementation course.
 - f. Co-teach the Next Steps ACP Facilitator Certification course with RC Faculty.
 - g. Teach the Respecting Choices Next Steps ACP Facilitator Certification course while being observed by RC Faculty.
 - h. Demonstrate competency in reviewing Next Steps ACP Certification video role plays with inter-reliability from RC Faculty.

2. **Services Next Steps ACP Organization Faculty are Qualified to Offer.** Upon obtaining Next Steps ACP Organization Faculty certification, OF will be qualified to offer the following services:
 - a. Next Steps Leadership Engagement
 - b. Next Steps Design & Implementation course
 - c. Next Steps ACP Facilitator Certification course
 - d. Next Steps ACP Facilitator competency validation and certification
 - e. Ongoing consultation during implementation, dissemination, and sustainability

3. **Certification Maintenance Requirements.** OF shall maintain active Organization Faculty status by submitting sufficient evidence that OF has satisfied the standard teaching requirements as outlined in section 6. OF will be required to do the following in order to maintain OF certification:
 - a. Teach at least three (3) Next Steps ACP Facilitator Certification courses in three (3) years with the first occurring within twelve (12) months of Organization Faculty Fellow's certification. Each Certification course must include a minimum of four (4) participants.
 - b. OF is encouraged to participate in at least one ACP Organization Faculty national call per year (calls are quarterly.)

4. **Recertification.** Respecting Choices may impose recertification requirements, from time to time, upon written notification to Organization Faculty.

5. **Obligations of Respecting Choices.** Respecting Choices agrees to update course-related materials from time to time as appropriate.

6. **Obligations of Next Steps ACP Organization Faculty and Organization.** OF and Organization agree as follows:

- a. OF and Organization, when offering any of the Services described herein, will purchase all required Program Training Materials from Respecting Choices. Program Services and respective Training Materials are identified as follows:
 - i. Next Steps ACP Facilitator Certification course: Respecting Choices Online Facilitator Curriculum
 - ii. Next Steps ACP Facilitator Certification Manual
- b. OF, when offering the Next Steps ACP Facilitator Certification course in OF's Organization, will use the complete and most current set of Next Steps ACP Facilitator Certification curriculum, including: (i) the Respecting Choices Online Facilitator Curriculum; (ii) the 8 or 16-hour classroom components; and (iii) other materials required by Respecting Choices from time to time for such other Services. OF may include additional materials to individualize the course to comply with Organizational or statutory guidelines and align with Organization's program.
- c. OF shall communicate with Respecting Choices as needed to submit lists of names of individuals who OF has trained to become Next Steps ACP Facilitators.
- d. OF and Organization will refrain from using, distributing, or modifying the Next Steps ACP Facilitator Certification curriculum materials for purposes other than teaching a Next Steps ACP Facilitator Certification course, unless Respecting Choices provides its express written permission for such other purposes.
- e. OF shall provide the Services described herein in a professional manner at all times.
- f. Respecting Choices reserves the right to terminate or suspend Next Steps ACP Instructor Certification if OF or Organization fails to meet any of the OF and Organization obligations or Certification Requirements as set forth in this Agreement, or for other good cause.
- g. Organization Faculty, when representing him/herself as Organization Faculty, shall use the appropriate acknowledgement. Here is an example for use in an email signature:

Respecting Choices Next Steps Organization Faculty

Next Steps Organization Faculty. Please identify your organization

Applicable

Not applicable

Exhibit A-3
Advanced Steps ACP (formerly known as Last Steps®)

Organization Faculty Terms and Conditions

1. **Advanced Steps ACP Organization Faculty Certification Requirements.** Organization Faculty Fellow will be required to do the following to become certified as Advanced Steps ACP Organization Faculty:
 - a. Participate/observe RC Faculty teach the Advanced Steps Leadership Engagement.
 - b. Participate/observe RC Faculty teach the Advanced Steps ACP Design & Implementation course.
 - c. Become certified as a Respecting Choices Advanced Steps ACP Facilitator.
 - d. Become certified as a Respecting Choices Advanced Steps ACP Instructor.
 - e. Participate in an Advanced Steps ACP implementation within 12 months of becoming an Advanced Steps ACP Facilitator.
 - f. Agree to replicate the elements of the Respecting Choices Advanced Steps ACP program in accordance with the terms and conditions of this Agreement.
 - g. Teach the Respecting Choices Advanced Steps ACP Facilitator Certification course while being observed by RC Faculty.
 - h. Co-teach the Respecting Choices Advanced Steps ACP Instructor Certification course while being observed by RC Faculty.

2. **Services Advanced Steps ACP Organization Faculty are Qualified to Offer.** Upon obtaining Advanced Steps ACP Organization Faculty Certification, OF will be qualified to offer the following services:
 - a. Advanced Steps ACP Leadership engagement.
 - b. Advanced Steps ACP Design and Implementation course.
 - c. Advanced Steps ACP Facilitator Certification course.
 - d. Advanced Steps ACP Instructor Certification course.
 - e. Ongoing consultation during implementation, dissemination, and sustainability.

3. **Certification Maintenance Requirements.** OF shall maintain active Organization Faculty status by submitting sufficient evidence that OF has satisfied the standard teaching requirements as outlined in section 6. OF will be required to do the following in order to maintain OF's certification:
 - a. Teach at least three (3) Advanced Steps ACP Instructor Certification courses in three (3) years, with the first one occurring within twelve (12) months of Organization Faculty Fellow's certification. Each Instructor Certification course must include a minimum of four (4) participants. OF may meet this requirement by submitting the Instructor Agreements and Instructor Certification Participant lists from the courses instructed by OF over the prior three (3) year period.
 - b. OF is encouraged to participate in at least one ACP Organization Faculty national call per year (calls are quarterly.)

4. **Recertification.** Respecting Choices may impose recertification requirements from time to time at Respecting Choices' sole discretion, upon written notification to OF.

5. **Obligations of Respecting Choices.** Respecting Choices agrees to update course-related materials from time to time as appropriate.

6. Obligations of Advanced Steps ACP Organization Faculty. OF and Organization agree as follows:

- a. OF and Organization, when offering any of the services described above, shall purchase all required Program training materials from Respecting Choices. Program Services and respective Training Materials are identified as follows:
 - i. Advanced Steps ACP Facilitator Certification course: Respecting Choices Online Facilitator Curriculum
 - ii. Advanced Steps ACP Instructor Certification course: Advanced Steps Instructor Training Package
- b. OF, when offering the Respecting Choices Advanced Steps ACP Facilitator Certification course in OF's Organization, will use the complete and most current set of Advanced Steps ACP Facilitator Certification curriculum, including: (i) the Respecting Choices Online Facilitator Curriculum; (ii) the 8-hour classroom components; and (iii) other material required by Respecting Choices from time to time for such other Services. OF may include additional materials to individualize the course to comply with Organizational or statutory guidelines.
- c. OF, when offering the Advanced Steps ACP Instructor Certification course in OF's Organization, will use the complete and most current set of Advanced Steps ACP Instructor Certification curriculum, including: (i) the Advanced Steps Instructor Package; (ii) the 8-hour classroom components; and (iii) other materials required by Respecting Choices from time to time for such other Services. OF may include additional materials to individualize the course to comply with Organizational or statutory guidelines.
- d. OF, when offering the Advanced Steps ACP Facilitator Certification course in OF's Organization, will participate in teaching the course (to meet OF Instructor requirements) Such participation shall include some type of physical presence by OF related to the 8-hour Advanced Steps ACP Facilitator Certification Course and could involve the following: (i) taking the lead in teaching one or more of the agenda topics; (ii) facilitating the role-play activities and discussions; (iii) acting as a resource to respond to questions and concerns; or (iv) participating in role-play activities. OF shall send Instructor Certification course participants' signed Instructor Certification.
- e. OF shall send Instructor Certification course participants' signed Instructor Certification agreements (agreement template provided by Respecting Choices) to Respecting Choices prior to participant attending the Instructor Certification course and prior to shipment of Instructor Certification course materials to OF.
- f. OF shall communicate with Respecting Choices as needed to submit lists of those trained as instructors within one (1) month after the Instructor Certification course.
- g. OF and Organization will refrain from using, distributing, or modifying the Advanced Steps ACP Facilitator Certification and Instructor Certification curriculum materials for purposes other than teaching an Advanced Steps ACP Facilitator Certification or Instructor Certification course, unless Respecting Choices provides its express written permission for such other purposes.
- h. OF shall provide the Services described herein in a professional manner at all times.
- i. Respecting Choices reserves the right to terminate or suspend Advanced Steps ACP Instructor Certification if OF or Organization fails to meet any of the OF and Organization obligations or Certification Requirements as set forth in this Agreement, or for other good cause.
- j. Organization Faculty, when representing him/herself as Organization Faculty, shall use the appropriate acknowledgement. Here is an example for use in an email signature:

Respecting Choices Advanced Steps Organization Faculty

Please identify all that apply:

Health Referral Region (HRR)

Hospital Referral Regions (HRRs) are geographic regions used by the Dartmouth Atlas of Health Care to define regional health care markets. These regions are defined by where patients in surrounding areas are most often referred to for tertiary care. Health care services provided by highly specialized providers such as neurosurgeons, thoracic surgeons, and intensive care units. Each HRR contains at least one hospital that performs major cardiovascular procedures and neurosurgery. HRRs can cross state lines.

<http://www.dartmouthatlas.org/data/region/>. When you click on this link, a map of the United States will appear. Move your cursor to your location and identify the name of your Health Referral Region above.

Exhibit B

Marks: RESPECTING CHOICES

FIRST STEPS®

LAST STEPS®

Image of Starfish as depicted in U.S. Registration 3,553,330, and below:



Permitted Activities for RESPECTING CHOICES mark, the FIRST STEPS® ACP mark, and the Starfish image mark:

Promoting public awareness and providing information about advance healthcare planning, emergency care, nursing home placement, end-of-life planning, and the drafting of advance directives, living wills, and healthcare powers of attorney.

Use Standards:

A mark depicted as unadorned block-letter text, without stylization, can be displayed in any desired font, case, or stylization. Using the mark RESPECTING CHOICES as an example, the mark, if depicted in unadorned block-letter text as RESPECTING CHOICES, can be displayed in any desired font, case, or stylization (e.g., RESPECTING CHOICES, Respecting Choices, *RESPECTING CHOICES*, RESPECTING CHOICES). However, the mark must somehow be “set off” or emphasized with respect to any surrounding text or other matter so that it is clear to observers that the mark is a mark, rather than being a commonplace term. This may be done by following the mark with the ® registration notice symbol. Usage of the mark must be consistent. For example, spelling cannot be modified (to illustrate, using the mark RESPECTING CHOICES as an example, RESPECTING CHOICE is impermissible); and any separate words of the mark may not be run together by omitting spaces.

Any matter other than text (e.g., logos, drawings, photos, or other non-alphanumeric matter), or any stylized text, the mark shall be used and displayed substantially as depicted above, with the mark being used and displayed (1) without any alterations (e.g., croppings or overlays); (2) in the color(s) specified by Respecting Choices (if any); and (3) with a resolution of sufficient quality to avoid degradation of the appearance of the mark.

The ® registration notice symbol must, *at a minimum*, be used after one of the first and most prominent mentions of the mark on each page or other item displaying the mark.