

# Respecting Choices®

PERSON-CENTERED CARE

Dear Respecting Choices® Organization Faculty,

Thank you for your ongoing support for the Respecting Choices (RC) program and curriculum. The Organization Faculty agreement has been revised to reflect a few key changes in the program. The enclosed agreement must be signed by you and an administrative representative of your organization before the end of the recertification period. Please note Respecting Choices is unable to forward the new materials until all recertification requirements are complete, including the receipt of this agreement. Please read the agreement carefully. It is important you and your organization understand and agree to the requirements. Listed below are key changes in the agreement.

1. The same agreement is utilized for all stages of planning, i.e. First Steps, Next Steps, or Advanced Steps (formerly known as Last Steps®). Separate agreements are not required if you are certified in more than one stage of planning. Simply indicate the applicable stage(s) of planning in the Exhibits.
2. To designate the organization or community where you intend to use the curriculum, please indicate your Health Referral Region(s) (HRR) on Exhibit A-1 or Exhibit A-3 (Note: HRR does not apply to Next Steps.) HRRs, as defined by the Dartmouth Atlas, represent *regional health care markets for tertiary medical care. Each HRR contains at least one hospital that performs major cardiovascular procedures and neurosurgery.* The Dartmouth Atlas provides a list of zip codes associated with each HRR. For more information, click [here](#).
  - 1) Input your zip code, city/town under “Search Regions.” Select the appropriate city from the list.
  - 2) Select “View Profile.”
  - 3) Select “View zip codes within this region” or “View hospitals in this region” to review the region where you may use the curriculum.

For example, if you are employed by Gundersen Health System in La Crosse, WI, indicate “La Crosse” on the Exhibit. The La Crosse HRR includes zip codes in Wisconsin, Iowa, and Minnesota. The advantage of using HRR is it indicates how individuals access healthcare and how systems deliver healthcare, oftentimes crossing state lines. If you work in more than one HRR, please indicate all of them.

3. When representing yourself as an Organization Faculty, please use the appropriate attribution. This is addressed in section 6 of the exhibit.
4. Please inform RC if you intend to publish research using Respecting Choices® person-centered care. This is addressed in section 7 of the agreement.
5. As before, there is an ongoing cost involved to offer RC Facilitator Certification courses at your organization. The ACP Facilitator Online Curriculum, which is a prerequisite for all participants of the RC ACP Facilitator Certification course, must be purchased from RC. This is addressed in section 6 of the exhibit. Organization Faculty may purchase the curriculum using their discount or through enrollment to RC Prime. Please contact us with any questions.
6. C-TAC Innovations, Inc. has an exclusive, worldwide license to use and distribute the Respecting Choices materials which are owned by Gundersen Lutheran Medical Foundation, Inc. (“Gundersen”). Gundersen owns the trademark and copyright to certain intellectual materials. Instructors will have permission to use certain RC intellectual materials for in-service education and presentations. This is addressed in section 6.b. and the applicable exhibits.

If you have any questions, please let us know. Thank you.

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**Organization Faculty Certification Agreement**

This Organization Faculty Certification Agreement ("Agreement") is entered into as of \_\_\_\_\_ ("Effective Date") by and between:

C-TAC Innovations, Inc. through its division Respecting Choices ("Respecting Choices"), a nonprofit corporation with offices at 600 Third Street North, La Crosse, WI 54601, and the Organization/Sponsor/Employer and Faculty Member named below:

\_\_\_\_\_  
Name of Faculty Member (please print)

\_\_\_\_\_  
Legal Name of Organization/Sponsor/Employer (please print)

\_\_\_\_\_  
Address of Organization/Sponsor/Employer (please print)

**Background**

- A. Respecting Choices is a recognized leader in person-centered decision making for patients with serious illnesses, using programs that were originally developed at Gundersen Lutheran Medical Foundation. The "Programs" include: First Steps® ACP, Next Steps ACP, and Advanced Steps ACP. Respecting Choices trains and certifies professionals to be "Organization Faculty" in these Programs;
- B. Faculty Member desires to become an Organization Faculty in Programs designated below; and
- C. The Organization/Sponsor/Employer is supportive of Faculty Member's interest in becoming an Organization Faculty.

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

1. **Program Certification(s)**. Faculty Member desires to be certified as Organization Faculty in the following Programs:
  - First Steps® ACP
  - Next Steps ACP
  - Advanced Steps ACP
  
2. **Certification Requirements**. “Certification Requirements” include (i) completion of the certification requirements for the specified Program(s) as outlined in Exhibits A-1, A-2, and/or A-3; (ii) successful demonstration of skills associated with the specified Program(s) determined by Respecting Choices in its sole discretion; and 3) if applicable, an 80% or higher score on a written examination associated with the specified Program(s). Respecting Choice may change the Certification Requirements at any time, at its sole discretion, upon written notice to Faculty Member.
  
3. **Organization Faculty Certification**. After Respecting Choices has determined that the Faculty Member 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/Sponsor/Employer. Faculty Member may not provide Services to any other organization, unless Faculty Member obtains prior written authorization from Respecting Choices.
  
4. **Consideration**. The sole consideration Faculty Member receives from Respecting Choices is its certification as Organization Faculty, and its permission to provide Services to the Organization/Sponsor/Employer.
  
5. **Equipment, Materials and Supplies**. Faculty Member and Organization/Sponsor/Employer 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. With the exception of Respecting Choices® Materials for the Programs, Faculty Member and Organization/Sponsor/Employer will arrange for necessary equipment, tools, materials, and supplies needed by Faculty Member to provide the Services.
  
6. **Intellectual Property; Limited License**.
  - a. Respecting Choices owns or has permission to use the trademarks associated with Programs including without limitation “RESPECTING CHOICES®,” “FIRST STEPS®” “NEXT STEPS” and “ADVANCED STEPS” and the starfish logo (“Marks”), as well as the copyrights in the Respecting Choices® Materials (the Marks and copyrights are collectively referred to as “Intellectual Property”).
  
  - b. Respecting Choices grants Faculty Member (if certified as Organization Faculty), and Organization/Sponsor/Employer for the term of this Agreement, a royalty-free,

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nonexclusive, personal and nontransferable license to use the Intellectual Property exclusively to perform the Services described on Exhibit A for Organization/Sponsor/Employer. Respecting Choices retains the right to modify Exhibit A in its sole discretion from time to time. The Organization Faculty and the Organization/Sponsor/Employer may (i) only modify Respecting Choice® Materials if acknowledged in the legend of such materials, and (ii) may not distribute Respecting Choice® Materials other than to persons participating in the Program at the Organization/Sponsor/Employer.

- c. Faculty Member and Organization/Sponsor/Employer, each acknowledges that all goodwill accruing from its use of the Marks accrues to Respecting Choices or its designee.
  - d. Faculty Member and Organization/Sponsor/Employer each agree not to adopt or use, without Respecting Choices's prior written consent, any mark which is similar to or likely to be confused with the Marks.
  - e. Upon any termination of this Agreement, Faculty Member and Organization/Sponsor/Employer will immediately cease all use of the Intellectual Property, and at Respecting Choices's option, either destroy or deliver to Respecting Choices all Respecting Choice® Materials, and any other materials, documents, products, or other matter containing the Intellectual Property.
7. **Independent Contractor Relationship.** The Faculty Member and Organization/Sponsor/Employer are each independent contractor, 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 Faculty Member.
8. **Term and Termination.** Respecting Choices, Faculty Member, or Organization/Sponsor/Employer may terminate this Agreement upon thirty (30) days' prior written notice to the other party. In addition,
- a. If Faculty Member's employment with the Organization/Sponsor/Employer is terminated, Respecting Choices may in its sole discretion, either (i) terminate Faculty Member's Certification(s) as of the Advanced date of employment, or (ii) permit Faculty Member to retain the Certification(s) upon review and approval by Respecting Choices. If Respecting Choices chooses to terminate Faculty Member's Certification(s), Faculty Member may be eligible for re-certification without the need to repeat the certification requirements.
  - b. Respecting Choices may terminate this Agreement immediately upon Faculty Member's failure to adhere to the Certification Requirements.

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c. If Respecting Choices revokes Faculty Member's certification as an Organization Faculty, he or she may not claim to be certified unless re-certified.

9. **Non-Compete.** Faculty Member and Organization/Sponsor/Employer acknowledge that Respecting Choices has invested significant resources in developing the Programs and the Respecting Choices® Materials. Faculty Member and Organization/Sponsor/Employer also acknowledge that Respecting Choices is a recognized leader in designing such Programs, and this reputation is valuable to Respecting Choices. Therefore, during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Faculty Member and Organization/Sponsor/Employer agree not to develop, whether alone or with anyone else, instructor and facilitator training and a design and implementation course that would directly compete with any of the Programs. Notwithstanding the above, Respecting Choices recognizes that Faculty member and Organization/Employer/ Sponsor, if applicable, currently do and will continue to support and advance the end of life planning work within their organization and community including development of documents and training for clinicians, patients, and others within such organization and community.

10. **Indemnification and Disclaimer.** Respecting Choices shall have no liability to Faculty Member and Organization/Sponsor/Employer or to third parties with respect to the Services, Faculty Member and Organization/Sponsor/Employer's replication of the Programs, use of the Intellectual Property, or other activities under this Agreement. Faculty Member and Organization/Sponsor/Employer hereby indemnify Respecting Choices and undertake to defend and hold Respecting Choices harmless from any claims, suits, losses, expenses and damages (including attorney's fees and disbursements) arising out of, or related to: (i) any liability incurred by Respecting Choices arising out of or related to Faculty Member and Organization/Sponsor/Employer's business, operations or activities; (ii) any defects in any items sold, distributed or displayed by Faculty Member and Organization/Sponsor/Employer in connection with the Intellectual Property; (iii) any failure of Faculty Member and Organization/Sponsor/Employer to comply with any applicable provision of any law, statute, ordinance or regulation regarding Faculty Member and Organization/Sponsor/Employer's business, operations or activities; (iv) any breach or default by Faculty Member and Organization/Sponsor/Employer under the terms of this Agreement; or (v) any claims of third persons involving the use of the Intellectual Property, including any allegedly unauthorized use of the Intellectual Property or any variations thereof by Faculty Member and Organization/Sponsor/Employer. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS A WARRANTY EITHER EXPRESSED OR IMPLIED, THAT (A) THE USE OF THE CURRICULUM MATERIALS OR INTELLECTUAL PROPERTY BY FACULTY MEMBER AND ORGANIZATION/SPONSOR/EMPLOYER HAS AN INTRINSIC VALUE; OR (B) THAT THE CURRICULUM MATERIALS OR INTELLECTUAL PROPERTY HAVE MERCHANTABILITY, CAPACITY, OR FITNESS

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FOR A PARTICULAR PERSON OR USE. ANY AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

11. **Assignment.** The Faculty Member and Organization/Sponsor/Employer may not assign any rights or delegate any duties hereunder without the prior written consent of Respecting Choices. Respecting Choices may assign its rights or delegate any duties hereunder to its parent, subsidiary, or any other entity, without the consent of the Faculty Member or Organization/Sponsor/Employer.
12. **Entire Agreement.** This Agreement and any referenced Exhibits or attachments hereto constitute the entire understanding and agreement between the parties relating to the Services and other subject matters set forth herein and shall supersede any and all previous oral or written agreements and understandings.
13. **Severability.** If any provision of this Agreement is determined to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect to govern the relations of the parties.
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/Sponsor/Employer may disclose the existence of this Agreement and descriptions of each other's products in its marketing and advertising efforts.
15. **Captions; Headings.** The captions and headings of sections and paragraphs in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
16. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. All disputes claims or litigation arising from or related in any way to this Agreement will be resolved exclusively in the state courts in La Crosse, Wisconsin, or the United States District Court in the Western District of Wisconsin. The parties expressly agree to submit to the personal jurisdiction and venue in such courts.

***[signature page to follow]***

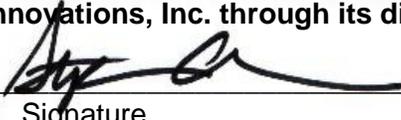
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Understood and agreed:

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

By:  \_\_\_\_\_  
Signature

**Stephanie Anderson, DNP, RN**  
Printed Name

**Executive Director, Respecting Choices**  
Title

\_\_\_\_\_  
Date

**FACULTY MEMBER:**

By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ORGANIZATION/SPONSOR/EMPLOYER:**

\_\_\_\_\_  
Legal Name of Organization/Sponsor/Employer

By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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Applicable

Non-applicable

## EXHIBIT A-1

### First Steps® ACP

#### Organization Faculty Terms and Conditions

1. **First Steps® ACP Organization Faculty Certification Requirements.** Faculty Member candidate will be required to do the following to become certified as First Steps® ACP Organization Faculty:
  - a. Become certified as a RESPECTING CHOICES® First Steps® ACP Facilitator.
  - b. Participate in a First Steps® ACP pilot project within 12 months of becoming a First Steps® ACP Facilitator.
  - c. Participate/observe RESPECTING CHOICES® Faculty teach the RESPECTING CHOICES® First Steps® ACP Design & Implementation course.
  - d. Observe RESPECTING CHOICES® Faculty teach the First Steps® ACP Facilitator Certification course.
  - e. Participate/observe RESPECTING CHOICES® 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 RESPECTING CHOICES® First Steps® ACP Design & Implementation course with RESPECTING CHOICES® Faculty.
  - i. Teach the First Steps® ACP Facilitator Certification course while being observed by RESPECTING CHOICES® Faculty.
  - j. Co-teach the First Steps® ACP Instructor Certification course with RESPECTING CHOICES® Faculty.
  
2. **Services First Steps® ACP Organization Faculty are Qualified to Offer.** Upon obtaining First Steps® ACP Organization Faculty Certification, Faculty Member will be qualified to offer the following Services:
  - a. First Steps® ACP Design and Implementation course
  - b. First Steps® ACP Facilitator Certification course
  - c. First Steps® ACP Instructor Certification course
  - d. Ongoing consultation for new implementation sites during the implementation period

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- 3. Certification Maintenance Requirements.** Faculty member shall maintain active Faculty status by submitting sufficient evidence that Faculty has satisfied the standard teaching requirements as outlined in section 6. Faculty Member 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 candidate's certification. Each Instructor Certification course must include a minimum of four (4) participants. Faculty member may meet this requirement by submitting the Instructor Agreements and Instructor Certification Participant lists from the courses instructed by Faculty member over the prior three (3) year period.
  - b. Faculty member shall submit progress reports on activity every two (2) years.
  - c. Faculty member shall 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's sole discretion, upon written notification to Faculty Member.
- 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 Member and Organization/Sponsor/Employer.** Faculty Member and Organization/Sponsor/Employer agree as follows:
  - a. Faculty Member and Organization/Sponsor/Employer, 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 Design and Implementation course: A Systems Approach to Advance Care Planning Manual and First Steps Design and Implementation Notebook
    - ii. First Steps® ACP Facilitator Certification course: Respecting Choices Online Facilitator Curriculum
    - iii. First Steps® ACP Instructor Certification course: First Steps Instructor Training Package
  - b. Faculty Member, when offering the First Steps® ACP Design and Implementation course in Faculty Member's Organization/Sponsor/Employer, will 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. Faculty Member may include additional materials to individualize the course to comply with Organizational or statutory guidelines.

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- c. Faculty Member, when offering the standardized First Steps® ACP Facilitator Certification course in Faculty Member's Organization/Sponsor/Employer, 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 8-hour classroom components; and (iii) other materials required by Respecting Choices from time to time for such other Services. Faculty Member may include additional materials to individualize the course to comply with Organizational or statutory guidelines.
- d. Faculty Member, when offering the First Steps® ACP Instructor Certification course in Faculty Member's Organization/Sponsor/Employer, 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. Faculty Member may include additional materials to individualize the course to comply with Organizational or statutory guidelines.
- e. Faculty Member, when offering the First Steps® ACP Facilitator Certification course in Faculty Member's Organization/Sponsor/Employer, will participate in teaching the course. Such participation shall include some type of physical presence by Faculty Member related to the 8-hour 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. Faculty Member 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 Faculty Member.
- g. Faculty Member 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. Faculty Member and Organization/Sponsor/Employer 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. Faculty Member 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 Faculty Member or Organization/Sponsor/Employer fails to meet any of the Faculty Member and Organization/Sponsor/Employer obligations or Certification Requirements as set forth in this Agreement, or for other good cause.

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Applicable       Not applicable

## EXHIBIT A-2

### Next Steps ACP

#### Organization Faculty Terms and Conditions

1. **Next Steps ACP Organization Faculty Certification Requirements.** Faculty Member candidate 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 pilot project within 12 months of becoming a Next Steps ACP Facilitator.
  - d. Co-teach the Next Steps ACP Facilitator Certification course with RESPECTING CHOICES® Faculty.
  - e. Teach the RESPECTING CHOICES® Next Steps ACP Facilitator Certification course while being observed by RESPECTING CHOICES® Faculty.
  - f. Demonstrate competency in reviewing Next Steps ACP Certification video role plays with inter-reliability from RESPECTING CHOICES® Faculty.
  
2. **Services Next Steps ACP Organization Faculty are Qualified to Offer.** Upon obtaining Next Steps ACP Organization Faculty certification, Faculty Member will be qualified to offer the following services:
  - a. Next Steps ACP Design and Implementation course
  - b. Next Steps ACP Facilitator Certification course
  - c. Next Steps ACP Instructor Certification course
  - d. Ongoing consultation for new implementation sites during the implementation period
  
3. **Certification Maintenance Requirements.** Faculty member shall maintain active Faculty status by submitting sufficient evidence that Faculty has satisfied the standard teaching requirements as outlined in section 6. Faculty Member will be required to do the following in order to maintain Faculty Member 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 candidate's certification. Each Certification course must include a minimum of four (4) participants.
  - b. Faculty member shall submit progress reports on activity every two (2) years.
  - c. Faculty member shall participate in at least one ACP Organization Faculty national call per year (calls are quarterly).

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4. **Recertification.** Respecting Choices may impose recertification requirements, from time to time, upon written notification to Registrant.
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 Member and Organization/Sponsor/ Employer.** Faculty Member and Organization/Sponsor/Employer agree as follows:
  - a. Faculty Member and Organization/Sponsor/Employer, 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 Design and Implementation course: Next Steps Design and Implementation Notebook
    - ii. Next Steps ACP Facilitator Certification course: Respecting Choices Online Facilitator Curriculum and Next Steps ACP Facilitator Certification Manual
    - iii. Next Steps ACP Instructor Certification course: Next Steps Instructor Training Package
  - b. Faculty Member, when offering the Next Steps ACP Facilitator Certification course in Faculty Member's Organization/Sponsor/Employer, 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 16-hour classroom components; and (iii) other materials required by Respecting Choices from time to time for such other Services. Faculty Member may include additional materials to individualize the course to comply with Organizational or statutory guidelines.
  - c. Faculty Member shall communicate with Respecting Choices as needed to submit lists of names of individuals who Faculty Member has trained to become Next Steps ACP Facilitators.
  - d. Faculty Member and Organization/Sponsor/Employer 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. Faculty Member 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 Faculty Member or Organization/Sponsor/Employer fails to meet any of the Faculty Member and Organization/Sponsor/Employer obligations or Certification Requirements as set forth in this Agreement, or for other good cause.

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Applicable       Not applicable

## EXHIBIT A-3

### Advanced Steps ACP Organization Faculty Terms and Conditions

1. **Advanced Steps ACP Organization Faculty Certification Requirements.** Faculty Member candidate will be required to do the following to become certified as Advanced Steps ACP Organization Faculty:
  - a. Become certified as a RESPECTING CHOICES® Advanced Steps ACP Facilitator.
  - b. Participate in an Advanced Steps ACP pilot project within 12 months of becoming an Advanced Steps ACP Facilitator.
  - c. Become certified as a RESPECTING CHOICES® Advanced Steps ACP Instructor.
  - d. Agree to replicate the elements of the RESPECTING CHOICES® Advanced Steps ACP program in accordance with the terms and conditions of this Agreement.
  - e. Teach the RESPECTING CHOICES® Advanced Steps ACP Facilitator Certification course while being observed by RESPECTING CHOICES® Faculty.
  - f. Co-teach the RESPECTING CHOICES® Advanced Steps ACP Instructor Certification course while being observed by RESPECTING CHOICES® Faculty.
  
2. **Services Advanced Steps ACP Organization Faculty are Qualified to Offer.** Upon obtaining Advanced Steps ACP Organization Faculty Certification, Faculty Member will be qualified to offer the following services:
  - a. Advanced Steps ACP Design and Implementation course
  - b. Advanced Steps ACP Facilitator Certification course
  - c. Advanced Steps ACP Instructor Certification course
  - d. Ongoing consultation for new implementation sites during the implementation period
  
3. **Certification Maintenance Requirements.** Faculty member shall maintain active Faculty status by submitting sufficient evidence that Faculty has satisfied the standard teaching requirements as outlined in section 6. Faculty Member will be required to do the following in order to maintain Faculty Member'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 candidate's certification with the first occurring within twelve (12) months of Organization Faculty candidate's certification Each Instructor Certification course must include a minimum of four (4) participants. Faculty member may meet this requirement by submitting the Instructor Agreements and

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Instructor Certification Participant lists from the courses instructed by Faculty member over the prior three (3) year period.

- b. Faculty member shall submit progress reports on activity ever two (2) years.
- c. Faculty member shall 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's sole discretion, upon written notification to Faculty Member.

**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 Member.** Faculty Member and Organization/Sponsor/Employer agree as follows:

- a. Faculty Member and Organization/Sponsor/Employer, 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 Design and Implementation course: Advanced Steps Design and Implementation Notebook
  - ii. Advanced Steps ACP Facilitator Certification course: Respecting Choices Online Facilitator Curriculum
  - iii. Advanced Steps ACP Instructor Certification course: Advanced Steps Instructor Training Package
- b. Faculty Member, when offering the Respecting Choices Advanced Steps ACP Facilitator Certification course in Faculty Member's Organization/Sponsor/Employer, 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. Faculty Member may include additional materials to individualize the course to comply with Organizational or statutory guidelines.
- c. Faculty Member, when offering the Advanced Steps ACP Instructor Certification course in Faculty Member's Organization/Sponsor/Employer, will use the complete and most current set of Advanced Steps ACP Instructor Certification curriculum, including: (i) the Advanced Steps Instructor Certification CD and DVD; (ii) the 8-hour classroom components; and (iii) other materials required by Respecting Choices from time to time for such other Services. Faculty Member may include additional materials to individualize the course to comply with Organizational or statutory guidelines.
- d. Faculty Member, when offering the Advanced Steps ACP Facilitator Certification course within the Faculty Member's Organization/Sponsor/Employer will participate in teaching a minimum of three (3) times in three (3) years. Participation shall include some type of physical presence by

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Faculty Member 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.

- e. Faculty Member 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 Faculty Member.
- f. Faculty Member 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. Faculty Member and Organization/Sponsor/Employer 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. Faculty Member 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 Faculty Member or Organization/Sponsor/Employer fails to meet any of the Faculty Member and Organization/Sponsor/Employer obligations or Certification Requirements as set forth in this Agreement, or for other good cause.

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