



Participation Agreement for the LiveWell Method™ Coaching Program

On this ____ day of _____, (“Effective Date”), The Malden Collective. (“TMC”) and _____ (“Facility”) have entered into this Participation and Licensing Agreement (“Agreement”) to collaborate on the LiveWell Method™ Training Program sponsored by the State of Oregon. The goal of this collaboration is to improve the quality and delivery of care in long-term care facilities.

Program. The LiveWell Program was designed to be the State of Oregon’s Quality Assurance and Performance Improvement method. It helps assisted living, residential care, and other facilities to build and strengthen a culture of improvement by adopting new processes and/or improving existing practices to promote safety, improve efficiency, increase staff knowledge and build strong communication and relationships between caregivers and residents and between caregivers and facility leadership.

Sponsorship. The State of Oregon has contracted TMC to implement a coaching program for communities in Oregon and to provide LiveWell training events throughout the state. Funding for the project comes from the Quality Care Fund.

Coaching/Training. Staff and administrators from the communities will receive coaching and training in the LiveWell Method™ by members of the TMC team.

Term. The term of this Agreement shall commence on the Effective Date, and shall continue until all the components of the timeline in Exhibit A are complete, unless terminated earlier pursuant to the terms of this Agreement.

Termination. This Agreement may be terminated with or without cause by either party upon thirty (30) days prior written notice to the other party. In addition, either party shall have the right to immediately terminate this Agreement at any time for cause upon written notice to the other party. For purposes hereof, cause is defined as: (1) breach of any provision of this Agreement; (2) inability to perform said obligations or incompetence demonstrated in performance of obligations under this Agreement; (3) reasonable belief that any employee(s) of either party performing obligations under this Agreement has violated any applicable or relevant laws or regulations; (4) the bona fide appearance of a conflict of interest; and (5) fraud, dishonesty, substance abuse, or personal conduct which may harm the business and/or reputation of the other party.

Ownership of Materials. CareOregon, Inc. has the sole copyright and title to any and all LiveWell™ Materials which shall include all training and coaching materials provided to Facility (“Materials”). CareOregon also has

sole rights to the LiveWell™ name, trademarks, symbols, copyrights and service marks (collectively, “Intellectual Property”). Except as permitted in this Agreement, Facility agrees not to use, copy, distribute, sell or license Intellectual Property without the express written permission of CareOregon, Inc. or its licensee, The Malden Collective.

License for Use of Materials. TMC grants to Facility a non-exclusive, perpetual (unless terminated in accordance with the provisions of this Agreement), non-transferrable (except as provided in this Agreement) and royalty-free license to use the Materials in the Facility in accordance with this Agreement, provided that the Facility agrees to only use the Materials in the Facility location specified for its operational, educational and training purposes. If the coaching services are not completed for any reason, including early termination within the provisions of this Agreement, the license is terminated effective the date of termination. In cases of termination prior to completion of coaching, Facility agrees to return all Materials upon termination.

Obligations

Facility Obligations. Facility agrees to complete all components of the coaching program within the timeline in Exhibit A, including but not limited to, the performance of the following.

- Allocate agreed-upon appropriate staff time to implement the LiveWell program and to interact with coaches, and designate a key member of the Facility team to act as liaison with the TMC project team.
- Ensure staff to attend LiveWell training events.
- Agree to be interviewed by staff from PSU Institute on Aging and collect agreed-upon data for the purpose of program evaluation.

TMC Obligations. TMC agrees to perform the following.

- Provide training in the LiveWell Method.
- Provide coach to assist Facility with implementing the LiveWell Method.
- Provide license to implement the LiveWell™ Program.
- Provide LiveWell™ Training and Program Materials.

Public Release of Information. Facility grants permission to TMC, its subcontractors and agents to disclose Facility’s participation in the program and to publish information and outcomes from program including but not limited to Facility’s quality improvement efforts, including successes and improvement stories and interventions. Facility agrees to release of the aforementioned information in documents, photographs, images, graphs or other materials, for the purpose of promoting healthcare quality improvement. Information will be released only after providing key individuals of Facility an opportunity to review and comment. Distribution of information may include print, electronic, visual, verbal communication, internet and/or various media for an indefinite period of time. Facility agrees to this release and consent is made without compensation and no compensation is required or anticipated.

Release of Data and Outcomes. Facility acknowledges that program is sponsored through a grant from the State of Oregon. Facility agrees to the release of outcomes from the program to be reported by PSU to the State of Oregon to the meet requirements of the grant.

Confidential Information. TMC acknowledges that in the course of fulfilling its obligations of this Agreement, TMC may be given access to confidential and proprietary business information of or about Facility, including without limitation, trade secrets, payor lists, databases, strategic and financial information and other business information, the unauthorized disclosure or use of which will be highly injurious to Facility and its business and its customer relationships in amounts not readily ascertainable. Accordingly, TMC shall: (i) hold all such information in the strictest confidence; (ii) return all such information to Facility upon completion of program; and (iii) not disclose such information to any third party or make use of it for any purpose other than to complete the Program.

Protected Health Information (PHI) and Compliance with Regulations. TMC does not anticipate requiring access to resident PHI to fulfill obligations of this Agreement and Facility agrees to not provide TMC with such PHI.

Assignment; Subcontracting. Neither party may assign any rights or obligations under this Agreement without the other party's written consent, which shall not be unreasonably withheld, except that either party may assign its rights under this Agreement to any person or entity in the event of a merger, acquisition, or consolidation. This Agreement will be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Facility understands that portions of the services provided under this Agreement may be performed by a contractor of TMC.

Relationship of the Parties. TMC and Facility are independent contractors. No provision of this Agreement is intended to create nor shall be construed to create any relationship between TMC and Facility other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Facility does not, by this Agreement, reserve control over the methods or procedures to be utilized by TMC or any of TMC'S subcontractors or vendors hereunder. Neither TMC nor Facility, nor any of their respective officers, directors, employees or independent contractors, shall be construed to be the partner, employee, agent or representative of the other.

Governing Laws. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

Dispute Resolution. Upon written demand by either party, any dispute arising out of or in connection with this Agreement, including any question regarding its existence, interpretation, validity or termination, shall be referred to and definitively resolved by mandatory binding arbitration administered by the American Arbitration and Association. The place of arbitration shall be Multnomah County, Oregon. The arbitrator shall comply with the laws of Oregon. The judgment of the arbitrator shall be accompanied by a written statement of the basis for such judgment and may be entered and enforced by any court having proper jurisdiction. The award of the arbitrator shall be final and binding and shall not be subject to de novo judicial review. It is the express intent and understanding of the parties that each shall be entitled to enforce its respective rights under any provision hereof through specific performance, in addition to recovering damages caused by a breach of any provision hereof, and to obtain any and all other equitable remedies as may be awarded by the arbitrator.

Notwithstanding the above, each party shall have the right to seek provisional remedies from a court of competent jurisdiction. The provisions of this Section shall survive the termination of this Agreement.

Limitation of Liability. To the maximum extent permitted by applicable law, in no event shall either party, nor their respective officers, affiliates, contractors and employees, be responsible or liable under any theory of liability, including contract, negligence, tort or strict liability for any indirect, incidental, special, exemplary, punitive or consequential damages, lost profits, loss or interruption of use, lost or damaged data, security, reports or documentation or revenues or other economic losses. This limitation of liability will apply regardless of the form of action, and shall apply whether or not a party has been apprised of the possibility of such damages, except for claims arising out of misuse or misappropriation of the Materials.

Notice. Whenever notice or consent is required to be given by the terms of this Agreement, it shall be in writing and in email. Notices shall be deemed to have been duly given when emailed or postmarked, whichever is later, as follows; or to such other address as either party shall have specified by notice in writing to the other party.

If to TMC: Barbara Kohnen Adriance
The Malden Collective, LLC
947 SE Malden St.
Portland, OR 97202

If to Facility: Facility Representative Name: _____
Title: _____
Facility Name: _____
Facility Address: _____
City, State, Zip: _____

Entire Agreement. The Agreement and the exhibits and attachments hereto contain a full and complete expression of the rights and obligations of the parties and it shall supersede all other agreements, representations, and offers, written or oral, heretofore made by the parties regarding any of the subject matter contained herein. The Agreement may be modified only in writing, signed by the parties hereto.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

Facility Name

Facility Representative Signature

Printed Name of Representative

Primary Contact – Printed Name

Primary Contact - Email

The Malden Collective Representative Signature
Name and Title

Date

Title of Representative

Primary Contact – Title

Primary Contact – Phone

Date

Please return signed Agreement by mail or email to

Barbara Kohlen Adriance
The Malden Collective, LLC
947 SE Malden St.
Portland, OR 97202

Email: barbarak@maldencollective.com

Exhibit A

SCHEDULE

Participating facilities must complete the following:

Activity	Date
Training: Weekly 1.5 hour training events via Zoom	<ul style="list-style-type: none">• Start Date, 1.5 hours via Zoom (Administrator only)• 11 sessions for the team weekly over 12 weeks• Exact dates and time TBD
Coaching	Via email, phone, or Zoom, unlimited and as needed during the training period
Data collection	Ongoing, consistent with upcoming state requirements
Evaluation	PSU Institute on Aging will do pre and post surveys for the LiveWell team at each community