

15 APR -9 P2:20

B.O. 15-76

## Lucy Flores Mendez

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**From:** Silas Halloran-Steiner  
**Sent:** Thursday, March 12, 2015 8:57 AM  
**To:** Mary Starrett; Laura Tschabold  
**Cc:** David Manitsas; Jan Cain; Terry Malay; Margaret Jarmer; Lucy Flores Mendez  
**Subject:** Board consideration: University of California Davis Medical Center  
**Attachments:** UC Davis PCIT.pdf

Hi Mary and Laura,

Attached is an agreement with the University of California Davis Medical Center's Child and Adolescent Abuse, Resource and Evaluation Center (CAARE) for Parent-Child Interaction Therapy and Training of Trainer (TOT) training for Yamhill County behavioral health clinicians, effective May 1, 2015 through April 30, 2016. This is highly specialized training for an evidence-based model that is directed at families with young children ages 2-7 and provides skills building through active parent coaching techniques. The Family and Youth Program has a team of clinicians who require regular training and consultation, as well as dedicated state grant funds for this activity. The agreement amount of \$12,000 is included in our 2014-2015 Adopted budget.

I recommend approval of this agreement as written. Please let me know if you have any questions.

Lucy, please place this agreement on next week's Board agenda for approval. I will come over and sign prior to the Board meeting. A copy of the executed agreement should be sent to:

[manda.hitchell@ucdmc.ucdavis.edu](mailto:manda.hitchell@ucdmc.ucdavis.edu)

Thanks,

Silas Halloran-Steiner  
Director, Yamhill County Health and Human Services Department  
Phone: (503) 434-7523  
Cell: (503) 435-7572  
Fax: (503) 434-9846  
627 NE Evans  
McMinnville, OR 97128

Our Vision: People in Yamhill County live, work, learn, and play in safe communities that support wellness and dignity.

Our Mission: To promote the public's physical, emotional and social well-being through services, prevention, education, and partnerships.

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## AGREEMENT FOR PARENT-CHILD INTERACTION THERAPY TRAINING SERVICES

THIS AGREEMENT is entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation under Article IX, Section 9 of the Constitution of the State of California acting for and on behalf of its University of California Davis Medical Center's, Child and Adolescent Abuse, Resource and Evaluation Center ("CAARE") and Yamhill County, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department, ("MENTAL HEALTH TREATMENT AGENCY"- "MHTA").

### RECITALS:

WHEREAS, MHTA has funding which allows MHTA to obtain parent-child interaction therapy training ("PCIT TRAINING") from CAARE; and,

WHEREAS, CAARE has determined that provision of such PCIT TRAINING is in accordance with the University of California Davis Medical Center's ("UCDMC") missions of teaching, research, public service, and patient care.

NOW, THEREFORE, the parties agree as follows:

#### A. DEFINITIONS:

1. Clients. Those individuals, groups or families who are treated by MHTA by delivering Parent-Child Interaction Therapy ("PCIT").
2. Facilitators. Those individuals, employees or staff utilized by CAARE to teach PCIT TRAINING.
3. Community Participants. Those community-based child welfare professionals who are not MHTA employees or staff.
4. Materials. Written materials, computer disks, electronic materials, and other educational material ("MATERIALS") bearing the copyright of CAARE, or otherwise protected, that are designed and intended for use in conjunction with the CAARE's PCIT TRAINING in accordance with Article B. 1. (c) (d) (e) and (f). Exhibit A, attached hereto and incorporated herein, is a listing of MATERIALS used by CAARE.
5. Participants. MHTA staff who are identified to participate in PCIT TRAINING and/or Training of Trainer ("TOT") training. Participants are employees or staff of MHTA. Participants are not employees or staff of other mental health treatment agencies or other organizations.
6. Web course. Online training course titled, "PCIT for Traumatized Children" ("WEBCOURSE") which will provide an overview of PCIT and necessary information for providing PCIT services.

#### B. CAARE PERFORMANCE:

1. CAARE shall provide to MHTA the materials and PCIT TRAINING as specified below:

- a. Materials  
CAARE shall provide to MHTA training MATERIALS as defined above.
- b. PCIT Advanced Training CDI Visit  
Eight (8) hours of training (4 hours preparation and documentation), coaching and advanced training of therapists identified as future PCIT trainers (TOTs). CAARE Trainer will provide teaching, training, and support while TOT works with new PCIT trainees on cases in CDI. Some topics to be covered include:
- 1) Skill building: key skills needed to succeed in PCIT training
  - 2) Training to teach: explain, model, role play
  - 3) Conceptualizing a case's CDI coaching strategy
  - 4) Building coaching skills: coding mastery
  - 5) Building coaching skills: being present, being brief
  - 6) Improving the quality of your CDI coaching: being a good leader
  - 7) Coach coding: how to do it, how to use it
  - 8) TOT session checklist: structuring your observation and evaluation
  - 9) Being a good mentor: preparation and feedback
  - 10) Recognizing failure to reach benchmarks in CDI
  - 11) Troubleshooting difficult PCIT cases
- c. PCIT Advanced Training PDI Visit  
Eight (8) hours of training (4 hours preparation and documentation), coaching and advanced training of therapists identified as future PCIT trainers (TOTs). CAARE Trainer will provide teaching, training, and support while TOT works with new PCIT trainees on cases in PDI. Some topics to be covered include:
- 1) Skill building in PDI: key skills needed to succeed in PDI
  - 2) Training to teach: being brief, explain, model, role play
  - 3) Conceptualizing a case's PDI coaching strategy
  - 4) Building PDI coaching skills: PDI coding mastery
  - 5) Building PDI coaching skills: giving brief, direct commands
  - 6) Building PDI coaching skills: memorizing PDI sequences (e.g., time out)
  - 7) Improving the quality of your PDI coaching: being a good leader
  - 8) Coach coding in PDI: how to do it, how to use it
  - 9) Being a good mentor: preparation and feedback
  - 10) Recognizing failure to reach benchmarks in PDI
  - 11) Troubleshooting difficult PDI cases
- d. PCIT Quality Assurance  
Type and amount of training will be dependent on MHTA needs. (It is expected that Quality Assurance will be conducted throughout the course of the training) Review of all PCIT procedures, therapist and TOT participant skill, and use of outcome measurements/procedures. Participate in a review of all PCIT case records in conjunction with MHTA participants.
2. CAARE shall defend, indemnify and hold harmless MHTA, its officers, agents and employees from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense,

attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CAARE, its officers, agents or employees.

3. CAARE, at its own sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance during the term or any extended term hereof as follow:

a. Professional Medical Liability: (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) General Aggregate	\$3,000,000

If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is cancelled or non-renewed, then CAARE shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

b. General Liability (including contractual liability):

Comprehensive or Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) Products Completed Operations Aggregate	\$2,000,000*
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$2,000,000*

\* (\$1,000,000 for comprehensive form)

If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is cancelled or non-renewed, then CAARE shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period. The coverage referred to under this Section A.3.b shall be endorsed to include MHTA as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of CAARE, its officers, agents, and/or employees.

- c. Workers' Compensation: as required under California State Law.
- d. Business Automobile Liability for Owned, Scheduled, Non-owned, or Hired Automobiles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- e. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of MHTA and CAARE against other insurable risks relating to performance of this Agreement.

- f. It should be expressly understood, however, that the limits and coverages required herein shall in no way limit the liability of CAARE as per the terms and conditions of the Indemnification provisions of this Agreement.
- g. Upon MHTA's request, CAARE shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage in the amounts and for the perils listed above. CAARE shall provide at least 30 days notice to MHTA prior to the cancellation of any required insurance coverage.

C. MENTAL HEALTH TREATMENT AGENCY PERFORMANCE:

1. MHTA shall participate in PCIT TRAINING as specified below:

a. PCIT Advanced Training CDI Visit

Eight (8) hours of training (4 hours preparation and documentation), coaching and advanced training of therapists identified as future PCIT trainers (TOTs). CAARE Trainer will provide teaching, training, and support while TOT works with new PCIT trainees on cases in CDI. Some topics to be covered include:

- 1) Skill building: key skills needed to succeed in PCIT training
- 2) Training to teach: explain, model, role play
- 3) Conceptualizing a case's CDI coaching strategy
- 4) Building coaching skills: coding mastery
- 5) Building coaching skills: being present, being brief
- 6) Improving the quality of your CDI coaching: being a good leader
- 7) Coach coding: how to do it, how to use it
- 8) TOT session checklist: structuring your observation and evaluation
- 9) Being a good mentor: preparation and feedback
- 10) Recognizing failure to reach benchmarks in CDI
- 11) Troubleshooting difficult PCIT cases

b. PCIT Advanced Training PDI Visit

Eight (8) hours of training (4 hours preparation and documentation), coaching and advanced training of therapists identified as future PCIT trainers (TOTs). CAARE Trainer will provide teaching, training, and support while TOT works with new PCIT trainees on cases in PDI. Some topics to be covered include:

- 1) Skill building in PDI: key skills needed to succeed in PDI
- 2) Training to teach: being brief, explain, model, role play
- 3) Conceptualizing a case's PDI coaching strategy
- 4) Building PDI coaching skills: PDI coding mastery
- 5) Building PDI coaching skills: giving brief, direct commands
- 6) Building PDI coaching skills: memorizing PDI sequences (e.g., time out)
- 7) Improving the quality of your PDI coaching: being a good leader
- 8) Coach coding in PDI: how to do it, how to use it
- 9) Being a good mentor: preparation and feedback
- 10) Recognizing failure to reach benchmarks in PDI
- 11) Troubleshooting difficult PDI cases

c. PCIT Quality Assurance

MHTA will work in conjunction with CAARE to ensure that Quality Assurance is conducted throughout the course of training. This includes the review of all PCIT procedures, therapist and TOT participant skills, the use of outcome measurements/procedures and all PCIT case records. MHTA agrees to provide adequate supervision time and support to PCIT participants to make sure PCIT guidelines and protocols are being followed and participants meet PCIT TRAINING competencies prior to implementing PCIT program.

2. MHTA Equipment Acknowledgement and Responsibilities:
  - a. MHTA shall, at its own expense, ensure that the Designated Equipment and any additional equipment ("Additional Equipment") necessary to effectively access the Communication Link are safely secured at all times and in a location appropriately configured to accommodate training sessions via telemedicine.
  - b. MHTA shall maintain a designated technical coordinator ("Technical Coordinator") at the MHTA's site to serve as technical coordinator to maintain the Designated Equipment and Additional Equipment and ensure compatibility with and access to the Communications Link. Such Technical Coordinator shall be available to assist whenever sessions are scheduled.
  - c. MHTA shall be responsible for the full cost of repairing or replacing any and all Designated Equipment that is damaged, destroyed, lost or stolen (collectively, "Loss") from the time MHTA assumes custody of the Designated Equipment until it is returned to CAARE. MHTA shall obtain and maintain in full force and effect, a policy of insurance that provides coverage for any such Loss. Such insurance shall be issued by an insurance company or companies reasonably approved by CAARE, shall name the University and its directors, officers, agents and employees as additional insured with respect to the Designated Equipment. Such policy will provide CAARE with thirty (30) days' advance written notice of cancellation. The insurance provided by MHTA in accordance with this paragraph shall be primary to any coverage available to CAARE for any such Loss.
  - d. MHTA shall be responsible for the general care and handling of the Designated Equipment.
  - e. CAARE, at its discretion, may utilize the Communication Link to offer training programs for health care professionals.
  - f. Upon the expiration or termination of this Agreement for any reason, MHTA shall have the obligation to repackage Designated Equipment utilizing original packaging and promptly return such Designated Equipment to CAARE.
3. MHTA shall pay CAARE for PCIT TRAINING as Follows:
  - a. MHTA will be invoiced twelve (12) times in the amount of One Thousand (\$1,000.00) for a total amount payable of Twelve Thousand Dollars (\$12,000.00) for the PCIT Training.

- b. Payment is due within thirty (30) days of MHTA's receipt, review and approval of CAARE's invoice. Payment shall be by check made payable to The Regents of the University of California, referencing both the agreement number and account number specified on the CAARE invoice. Checks should be mailed to the following address:

Cashier's Office  
One Shields Avenue  
1200 Dutton Hall  
Davis, California 95616-8549

4. DUAL COMPENSATION: payment to a party more than once for the same work is specifically excluded.
5. Subject to Article 11, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, MHTA shall defend, indemnify and hold harmless CAARE, its officers, agents and employees from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the MHTA, its officers, agents or employees.
6. MHTA, at its own sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance, or shall self-insure, as follows:

a. Professional Medical and Hospital Liability: (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) General Aggregate	\$3,000,000

If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is cancelled or non-renewed, then MHTA shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period.

b. General Liability (including contractual liability):

Comprehensive or Commercial Form (MINIMUM LIMITS)

(1) Each Occurrence	\$1,000,000
(2) Products Completed Operations Aggregate	\$2,000,000*
(3) Personal and Advertising Injury	\$1,000,000
(4) General Aggregate	\$2,000,000

\* (\$1,000,000 for comprehensive form)

If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of

placement prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is cancelled or non-renewed, then MHTA shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period. The coverage referred to under this Section B.4.b shall be endorsed to include CAARE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of MHTA, its officers, agents, and/or employees.

- c. Workers Compensation: as required under applicable law.
- d. Business Automobile Liability for Owned, Scheduled, Non-owned, or Hired Automobiles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.
- e. Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of MHTA and CAARE against other insurable hazards relating to performance.
- f. Coverages provided for above shall in no way limit the liability of MHTA as per the terms and conditions of the Indemnification provisions of this Agreement.
- g. Upon CAARE's request, MHTA shall supply a certificate or certificates of insurance or self-insurance, evidencing coverages in the amounts and for the perils listed above.

#### D. GENERAL

##### 1. Term

This Agreement shall be effective May 1, 2015 through April 30, 2016, unless earlier terminated. The term of this Agreement may be extended by mutual written amendment.

##### 2. Termination

- a. Either party may terminate this Agreement with cause upon the material breach of this Agreement by the other party by giving the other party thirty (30) days prior written notice of such breach. If the breaching party does not cure such breach within thirty (30) days of receipt of this notice, this Agreement shall terminate at the end of such thirty (30) day notice period.
- b. Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party at its address given herein below.
- c. The obligations imposed in this Agreement in Article B, 2., 3., Article C, 4., 5., and Article D., 3., 4., 10., 11., 12., 13., 14. shall survive the termination and/or expiration of this Agreement.
- d. MHTA understands that if funding under which these services are being provided does not allocate sufficient funding to support the PCIT TRAINING services provided by CAARE under this Agreement, CAARE shall have the option to immediately terminate this Agreement, without any further obligation to MHTA, or offer MHTA an amendment to this Agreement reflecting a reduction in PCIT TRAINING services.

- e. CAARE understands that if funding under which these services are being purchased by MHTA is cut or is otherwise reduced or eliminated so that it is not possible for MHTA to continue purchasing the PCIT TRAINING services provided by CAARE under this Agreement, MHTA shall have the option to immediately terminate this Agreement, without any further obligation to CAARE, or offer CAARE an amendment to this Agreement reflecting a reduction in PCIT TRAINING services

3. Settlement of Disputes

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California. The prevailing party in any litigation between the parties arising from this Agreement shall be entitled to recover reasonable attorneys' or in-house counsel's fees.

4. Independent Relationship

Nothing in this Agreement is intended to create nor shall it be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, not any of their respective officers, directors or employees shall be construed to be the agent, employee or representative of the other.

5. Participation in Alternative Arrangements

Nothing in this Agreement shall be construed as limiting the rights of either party to contract with the other entities on a limited or general basis.

6. Modification

No waiver, modification, or addition to the Agreement shall be binding unless expressed in writing and signed by the authorized representatives of both parties.

7. Notices

All notices, requests, or other communications required, or desired to be given under this Agreement shall be in writing and shall be delivered to the respective parties by personal delivery, or by deposit in the United States Postal Service as certified or registered mail, postage prepaid, return receipt requested or by a reputable overnight delivery service such as Federal Express, addresses to the respective parties at the addresses set forth below their signatures or by facsimile. Notices shall be deemed delivered on the date of personal delivery or on the date indicated on the United States Postal Service return receipt or on the date noted on the fax receipt confirmation, as applicable.

To UCDCM CAARE CENTER:

By delivery or United States Postal Service:

Health System Contracts  
University of California Davis Health System  
Sherman Building, Suite 2300  
2315 Stockton Boulevard  
Sacramento, CA 95817

By FAX: (916) 734-3520

To MHTA:

By delivery or United States Postal Service:

Attn: Silas Halloran-Steiner, Director  
Health and Human Services  
627 NE Evans Street  
McMinnville, OR 97128

By FAX: (503) 474-4907

8. Assignment  
Neither party may assign its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. Except as specifically provided in this Agreement, any attempted assignment of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.
9. Non-Discrimination  
The parties certify that their performance of this Agreement shall be without discrimination because of race, color, national origin, religion, ancestry, marital status, citizenship status or source of payment for services, and without discrimination because of sex, sexual orientation, mental or physical disability, age, or medical condition as defined in section 12926 of the California Government Code, within the limits imposed by law or University policy.
10. Use of University's Name  
MHTA agrees that in accord with State of California Education Code Section 92000 is shall not use any name, symbol, trademark or service mark of the University of California to imply, indicate or otherwise suggest that MHTA is part of, or endorsed or supported or opposed by, the University of California. MHTA shall not use any division thereof in advertising or promotional materials or otherwise without the prior written consent of The Regents of the University of California or its authorized designee.
11. Copyrights and MATERIALS  
The MATERIALS and information provided to the MHTA in accordance with this Agreement are the exclusive property of CAARE and all use thereof by MHTA shall inure to the benefit of CAARE. No right, title or interest in or to MATERIALS and information is granted, nor shall such right, title or interest at any time transfer to MHTA other than the right to use MATERIALS and information in accordance with the terms of this Agreement.
12. Use of MATERIALS  
The University hereby grants to MHTA a non-exclusive license to the following MATERIALS, which may be reproduced (photo-copied and/or sent via email to training participants if needed) and distributed for the sole purpose of training participants:
  - PCIT TRAINING Binder
  - Dyadic Parent-Child Interaction Coding Manual for the support PCIT Training and the provision of PCIT

The University hereby grants to MHTA a non-exclusive license to the following MATERIALS, which may be reproduced (photo-copied) and distributed for the sole purpose of providing program information to community participants:

- Selected Sections of PCIT TRAINING Binder

The University hereby grants to MHTA a non-exclusive license to the following MATERIALS, which may be used, reproduced (photo-copied) and distributed to MHTA clients during PCIT service delivery:

- PCIT Information Flyer
- All handouts in the Course of Treatment Manual for the provision of PCIT

13. HIPAA  
MHTA, CAARE and the Regents shall comply with all applicable HIPAA requirements and all federal, state and local laws and shall abide by all mandated statutes for the protection of family/client confidentiality.
14. Governing Law  
This Agreement shall be governed in all respects by the laws of the State of California.
15. Captions  
Captions used in this Agreement are for convenience of reference only and shall not be considered in interpreting this Agreement
16. Entire Agreement  
This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior understanding between them, whether oral or written, respecting the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

**YAMHILL COUNTY HEALTH AND HUMAN SERVICES**

By:   
Annie Wong, Director  
Health System Contracts

By:   
Silas Halloran-Steiner  
Director of Health & Human Services

Date: 3-6-2015

Date: 3/12/15

Tax I.D. No. 93-6002318

\*Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your social security tax I.D. number is required pursuant to Sections 6011 and 6051 of Subtitle F of the Internal Revenue Code and pursuant to Regulation 4, Section 404, 1256, Code of Federal Regulations, under Section 218, Title II of the Social Security Act, as amended. The social security number is used to verify your identity. The principle used of the number shall be to report payments and income taxed withheld to Federal and State governments.

Accepted by Yamhill County Board of Commissioners on 3.19.15 by Board Order # 15-76

**EXHIBIT A**  
**MATERIALS**

CAARE develops and utilizes MATERIALS for use in PCIT TRAINING. The MATERIALS and information are provided to the MHTA in accordance with this Agreement.

- PCIT TRAINING Binder
- Dyadic Parent-Child Interaction Coding Manual
- Course of Treatment Booklet
- Manual containing all forms and handouts needed for the training and provision of PCIT