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**DLA-20**  
**National Council for Behavioral Health**  
**Consulting Agreement**

This agreement ("Agreement"), made October 23, 2015 by and between **Yamhill County, a political subdivision of the State of Oregon, acting by and through its Health and Human Services Department**(hereinafter referred to as the "CLIENT"), whose office is located at 627 NE Evans, McMinnville, OR 97128 and the National Council for Behavioral Health, a nonprofit association, (hereinafter referred to as the "National Council"), located at 1400 K Street NW, Suite 400, Washington, DC 20005.

**WHEREAS**, the National Council has developed a coordinated system of providing consulting and technical assistance in the field of behavioral healthcare; and

**WHEREAS**, Client wishes to enter into the Agreement in order to obtain these consulting and technical services from the National Council.

**WHEREAS**, PRESMANES has agreed to provide consulting and training services to CLIENT through the National Council, as a subcontractor to the National Council; and

**WHEREAS**, PRESMANES has developed certain U.S. Copyright protected clinical tools to predict Global Assessment of Functioning granted by the United States Patent and Trademark, Inter-Rater Reliability Training Curriculums, audiovisual and other written materials to support clinical staff training events for community mental health and addiction treatment providers and collectively referred to as "Presmanes Tools," and

**WHEREAS**, PRESMANES provides, as a requirement for continued use of Presmanes Tools, ongoing annual consultation online via Internet or onsite to ensure fidelity to the DLA assessment process; and

**WHEREAS**, the National Council desires to contract with CLIENT to provide DLA-20 Assessment Tool training; and

**WHEREAS**, CLIENT has requested that PRESMANES, through this Agreement with the National Council, provide CLIENT onsite or Internet based online training and consultation using said PRESMANES Tools as the basis for the training and consultation; and

**WHEREAS**, PRESMANES agrees to provide said training and consultation;

**NOW THEREFORE**, in consideration of the mutual promises contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, CLIENT agrees to the following conditions regarding the training, consultation and the use of Presmanes Tools:

**SCOPE OF SERVICES:** PRESMANES, through the National Council, will provide to CLIENT the following services:

1. Onsite or Internet based online consultation and training to occur on mutually agreed upon date(s). If the CLIENT desires to continue to use Presmanes Tools without a per use charge, then PRESMANES will need to provide, on an annual basis, continuing fidelity consultation of the Presmanes Tools to identify qualitative/compliance concerns. PRESMANES will provide this monitoring without further charge under the original onsite consultation and training fee as provided herein, however, if the annual monitoring process identifies any qualitative and/or compliance concerns, CLIENT will amend this Agreement with PRESMANES to provide either onsite or Internet based online training based on the fee schedule identified in paragraph two below.
2. **FEES:** CLIENT agrees to pay the National Council for said consultation and ongoing monitoring services rendered the following fee schedule:

B.O. 15.470

		<b>DLA-20® (Daily Living Activities) Onsite Training</b>
<b>General Description -</b>	<p>The DLA-20 is a reliable, evidenced-based functional needs assessment in which the provider preferably documents all aspects of the assessment (or reassessment) record with the consumer present. The consumer is privy to all documentation content and is afforded the opportunity to review their needs and have their priorities for treatment and goals documented as well. The DLA-20 assessment process has multiple demonstrated clinical benefits including: education around wellness contrasted with the consumer's identified behavioral health problems as a result of symptoms, client involvement in their treatment plans, improved education and expectations around medication compliance, nutrition and sleep needs for improved efficacy with prescriptions, identification of complications with substances, drugs and ineffective coping skills. Demonstrated benefits for providers include improved documentation accuracy, improved quality of clinician work life due to fewer hours documenting outside of direct services, plus core clinical documentation leads directly to a required and compliant needs assessment and recommended objectives. Inter-rater reliability among high functioning clinical teams is important to validity of the data. Training emphasizes clear definitions, rules and anchors for reliable scoring so that all staff on a clinical team can participate in encouraging recovery.</p>	
<b>What is Included -</b>	<ul style="list-style-type: none"> <li>• Two hours of pre-planning meetings (GoToMeeting) with the consultant and organizational leadership/project team to review local IT processes, onsite training preparation and recommendations for post training implementation within the organization.</li> <li>• Full Day onsite training (two 3.5 hour workshops/ adult or youth) focused on inter-rater reliability for scoring clinical, behavioral needs assessments via pre and post tests on nationally scored samples and local cases; overview of definitions and anchors for 20 daily living activities statistically relevant to all persons &gt; =6 years including all disabilities, demonstrating the benefits of inter-rater reliable scores. Focus is on assessing functioning with Daily Living Activities (DLA-20) using the skills and sample documents, methodologies in small groups to allow providers to successfully communicate about needs assessment on their current cases upon completion of the training day; providing specific rules, definitions and anchors for scoring key documentation compliance elements allowing providers to document and communicate severity of illness (ICD-10 4th digit modifier) and count number of serious to severe symptomatic disturbances (DSM-5). A maximum of 50 participants in each workshop.</li> <li>• Provision of implementation tools and training handouts, crosswalks to Severity Index for ICD-10 4th digit modifier and DSM-5 Count of Serious Disturbances</li> <li>• Up to two hours of post training follow-up coaching and Q&amp;A support</li> </ul>	
<b>Timeframe of work -</b>	<p>Four months- First month for set up and pre-planning (2 hours), second month will include on site training day, and third and fourth month follow up as requested by the organization (2 hours).</p>	
<b>Cost of Consultation Module -</b>	<p>Onsite - \$5,750.00 Fixed Cost + Travel Costs payable after the onsite training Additional days for larger groups can be added for \$3,650 per onsite day + Travel costs (Travel Costs are not included in the fixed cost due to the high variance in airfare cost by region and will be charged to the client with no mark up.) ** Unused time from the meetings listed above does not carry over, Refunds are not available after the first planning meeting and release of the MTM Tools. ** If the client would like additional time outside of the meetings outlined above, that can be added at the client's request via a flat rate of \$365 per hour.</p>	

		<b>DLA-20® (Daily Living Activities) Onsite Training: Initial DLA-20 Training and Train the Trainer Certification</b>
<b>General Description -</b>	<p>The DLA-20 is a reliable, evidenced-based functional needs assessment in which the provider preferably documents all aspects of the assessment (or reassessment) record with the consumer present. The consumer is privy to all documentation content and is afforded the opportunity to review their needs and have their priorities for treatment and goals documented as well. The DLA-20 assessment process has multiple demonstrated clinical benefits including: education around wellness contrasted with the consumer's identified behavioral health problems as a result of symptoms, client involvement in their treatment plans, improved education and expectations around medication compliance, nutrition and sleep needs for improved efficacy with prescriptions, identification of complications with substances, drugs and ineffective coping skills. Demonstrated benefits for providers include improved documentation accuracy, improved quality of clinician work life due to fewer hours documenting outside of direct services, plus core clinical documentation leads directly to a required and compliant needs assessment and recommended objectives. Inter-rater reliability among high functioning clinical teams is important to validity of the data. Training emphasizes clear definitions, rules and anchors for reliable scoring so that all staff on a clinical team can participate in encouraging recovery. Train the Trainer certification is follow-up to the initial 3.5 hour DLA-20 workshop for prospective trainers. Effective trainers have satisfactory post-test scores at conclusion of initial training, have an active caseload or supervise cases in regular staffing and appreciate the details afforded by the DLA-20 for highly functional teams. Each trainee must complete and submit 10 DLA-20s, preferably completed with clients face to face. Submissions must protect PHI and include basic data to support scores.</p>	
<b>What is Included -</b>	<ul style="list-style-type: none"> <li>• Two hours of pre-planning meetings (GoToMeeting) with the consultant and organizational leadership/project team to review local IT processes, onsite training preparation and recommendations for post training implementation within the organization.</li> <li>• Full day onsite training with one 3.5 hour initial DLA-20 workshop (adult or youth) and 4 hours of train the trainer certification. The initial training is focused on inter-rater reliability for scoring clinical, behavioral needs assessments via pre and post tests on nationally scored samples and local cases; overview of definitions and anchors for 20 daily living activities statistically relevant to all persons &gt; =6 years including all disabilities, demonstrating the benefits of inter-rater reliable scores. Focus is on assessing functioning with Daily Living Activities (DLA-20) using the skills and sample documents, methodologies in small groups to allow providers to successfully communicate about needs assessment on their current cases upon completion of the training day; providing specific rules, definitions and anchors for scoring key documentation compliance elements allowing providers to document and communicate severity of illness (ICD-10 4th digit modifier) and count number of serious to severe symptomatic disturbances (DSM-5). A maximum of 50 participants in the initial DLA-20 workshop. In the afternoon prospective trainers will participate in four interactive hours of train the trainer certification discussing key training elements, examining inter-rater reliability and validity challenges and gaining comprehensive knowledge of the DLA-20 tool. Additionally, the trainees will demonstrate proficiency in the administration of the DLA-20. This will be completed on site with a maximum of 20 participants in the train the trainer workshop.</li> <li>• A required two hour online follow up training to become a certified trainer will occur approximately one month after the onsite for staff that participated in the four hour train the trainer workshop.</li> <li>• Three hours of faculty review of 10 sample cases for each prospective trainers to ensure inter-rater reliability, discuss key training elements and strategies as well as to answer questions about particular implementation and validity challenges.</li> <li>• Up to three hours of post off site supervision or follow up on participants' initial training experiences and their posted inter-rater reliability for new trainers.</li> <li>• At the conclusion of attending all train the trainer hours, completing assignments and homework with satisfactory reviews, in-program trainers get certificates of completion, access to the original detailed workshop PowerPoint slides as well as all tools and materials that meet need for training and tracking outcomes in their organization. (Note the contract stipulates that MTM's DLA-20 PowerPoint slides are trademarked training materials and cannot be shared with anyone outside of the contracting organization.)</li> </ul>	
<b>Timeframe of work -</b>	<p>Five months - First month online pre-planning meeting (2 hour), Second month on-site training day, Third month two hour train the trainer online training (2 hours), Fourth and Fifth month post training follow up post training consultation as requested by the organization (3 hours).</p>	
<b>Cost of Consultation Module -</b>	<p>Onsite - \$9,750.00 Fixed Cost for a maximum of 20 certified trainers (CT) (Up to 5 additional CTs can be added at a cost of \$400 per CT) + Travel Costs payable after the training ** For groups with more than 25 Certified Trainers, a customized price quote will be required (Travel Costs are not included in the fixed cost due to the high variance in airfare cost by region and will be charged to the client with no mark up.) ** Unused time from the meetings listed above does not carry over, Refunds are not available after the first planning meeting and release of the MTM Tools. ** If the client would like additional time outside of the meetings outlined above, that can be added at the client's request via a flat rate of \$365 per hour.</p>	

The National Council will provide an itemized accounting of all expenses with a monthly invoice for all services rendered (receipts are not furnished unless requested at time of contracting). Please note, a discount of \$2,100 was granted for DLA Onsite Training. The adjusted rate is \$3,650.

**TERM:** This agreement shall be in effect from October 23, 2015 and shall continue in full force and effect during the period of time that CLIENT wishes to continue to use, through the National Council, the Presmanes Tools.

**TERMINATION:** This Agreement may be terminated at any time upon mutual consent of both parties and termination must be in writing. In the event of termination of this Agreement for any reason whatsoever, the CLIENT covenants and agrees that CLIENT will immediately cease using Presmanes Tools and shall not sell, assign or transfer in any way the Presmanes Tools, whether for compensation or gratuitously to any person or entity.

**NOTICES:**

Notices to **National Council** will be addressed as follows:

Larissa Hare, Contracts Manager  
National Council for Behavioral Health  
1400 K Street NW, Suite 400  
Washington, DC 20005  
202-684-7457 ext. 289  
LarissaH@thenationalcouncil.org

Notices to **Client** will be addressed as follows:

Theresa Heidt, Utilization Management Specialist  
Yamhill County Health and Human Services  
627 NE Evans  
McMinnville, OR 97128  
503-474-5297  
heidtt@co.yamhill.or.us

**ASSIGNMENT:** This Agreement, including the Presmanes Tools, shall not be assigned to a separate third party by CLIENT under any circumstances, unless written permission is given by the National Council.

**INDEMNIFICATION.** The parties agree to indemnify and hold harmless each other for, from and against any and all costs, losses or damages they may incur as a result of the other party's failure to perform any of its obligations under this Agreement: provided, however, that Client's obligations under this Section are limited by Article XI, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to ORS 30.300.

In addition, CLIENT shall indemnify and hold harmless the NATIONAL COUNCIL from and against all liability, claims, damages, costs and expenses, including reasonable attorneys' fees, arising out of altering, selling, assigning or transferring in any way the Presmanes Tools, whether for compensation or gratuitously, to any other person or entity, without express written permission from PRESMANES.

Furthermore, the National Council shall indemnify, defend and hold harmless the CLIENT and its officers, directors, agents and employees against all liability, claims, damages, costs and expenses, including reasonable attorneys' fees, arising out of or relating to any claims that the PRESMANES Tools, or the CLIENT's use thereof, infringe any patent, copyright, trade secret, trademark, trade dress or other proprietary right (collectively "Intellectual Property Rights") of any third party, including but not limited to PRESMANES.

**ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between CLIENT and the NATIONAL COUNCIL with respect to use of Presmanes Tools. There are no other oral or written agreements relating to the subject matter of the Agreement unless expressly referred to herein. This Agreement may only be modified or amended by written document expressly describing any such modification or amendment, signed by both parties.

**INDEPENDENT CONTRACTORS.** Client and National Council are separate and independent entities. The relationships between Client and National Council are purely contractual and neither Client or National Council or their employees or agents, will be considered the employee or agent of the other.

**AMENDMENT AND EXTENSION.** This Agreement may only be modified or amended by written document expressly describing any such modification or amendment, signed by all parties.

**SEVERABILITY.** In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and the same will be interpreted as though such invalid and illegal provision were not a part thereof. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify the provisions held to be invalid or illegal to preserve each party's anticipated benefits thereunder.

**DISPUTES.** Any disputes arising under the terms of this Agreement, if unable to be resolved by the parties themselves, shall be resolved by arbitration, under the rules of the American Arbitration Association ("AAA"). Any arbitration shall be referred to the Portland, OR regional office of the AAA for arbitration in accordance with the rules then existing for the AAA for its Commercial Arbitration Rules and in conformity with the laws of Oregon. Any decision or award rendered may be entered and enforced by any court having jurisdiction thereof. This provision shall survive any termination of this Agreement.

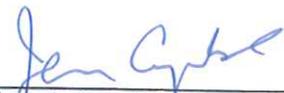
**GOVERNING LAW.** This Agreement shall be construed in accordance with the laws, ordinances and regulations of Oregon. This provision shall survive any termination of this Agreement.

**ATTORNEY FEES.** In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

**COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which taken together will constitute a single binding agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized officers or agents as of the effective date.

**National Council for Behavioral Health**

  
\_\_\_\_\_  
Jeannie Campbell  
Executive Vice President

Date 12-3-15

**Yamhill County**

  
\_\_\_\_\_  
Allen Springer  
Chair, Board of Commissioners

Date 11-23-15

  
\_\_\_\_\_  
Silas Halloran-Steiner  
Director, Department of Health and Human Services

Date 11/24/15

Approved as to Form

  
\_\_\_\_\_  
Christian Boenisch  
County Counsel

Date 11-23-15

Accepted by Yamhill County  
Board of Commissioners on  
11-12-15 by Board Order  
# 15-470