



**Agreement Number 171312**

**STATE OF OREGON  
INTERGOVERNMENTAL AGREEMENT**

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This Agreement is between the State of Oregon, acting by and through its Oregon Health Authority, hereinafter referred to as "OHA" and

**Yamhill Family and Youth Programs  
627 NE Evans Street  
McMinnville, Oregon 97128  
Telephone: 503-474-6821  
Attn: Lindsay Manfrin  
E-mail address: [manfrinl@co.yamhill.or.us](mailto:manfrinl@co.yamhill.or.us)**

hereinafter referred to as "Agency."

Work to be performed under this Agreement relates principally to OHA's

**Health Systems  
Child and Family Behavioral Health  
500 Summer Street NE, E86  
Salem, OR 97301-1118  
Contract Administrator: Laurie Theodorou or delegate  
Telephone: (503) 947-5525  
Facsimile: (503) 378-8467  
E-mail address: [LAURIE.L.THEODOROU@dhsaha.state.or.us](mailto:LAURIE.L.THEODOROU@dhsaha.state.or.us)**

**1. Effective Date and Duration.**

This Agreement, when fully executed by every party, regardless of the date of execution by every party, shall become effective on the date this Agreement has been approved by the Department of Justice or **July 1, 2021**, whichever date is later. Unless extended or terminated earlier in accordance with its terms, this Agreement shall expire on **June 30, 2023**. Agreement termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Agency that has not been cured.

**2. Agreement Documents.**

a. This Agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

- |                        |                                 |
|------------------------|---------------------------------|
| 1) Exhibit A, Part 1:  | Statement of Work               |
| (2) Exhibit A, Part 2: | Payment and Financial Reporting |
| (3) Exhibit A, Part 3: | Special Provisions              |
| (4) Exhibit B:         | Standard Terms and Conditions   |
| (5) Exhibit C:         | Insurance Requirements          |
| (6) Exhibit D:         | <i>[Reserved]</i>               |
| (7) Exhibit E:         | Financial Pages                 |

There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not specified herein.

b. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits, Exhibits B, A, C, and E.

c. For purposes of this Agreement, "Work" means specific work to be performed or services to be delivered by Agency as set forth in Exhibit A.

**3. Consideration.**

a. The maximum not-to-exceed amount payable to Agency under this Agreement, which includes any allowable expenses, is as set forth in Exhibit E, "Financial Pages." OHA will not pay Agency any amount in excess of the not-to-exceed amount for completing the Work and will not pay for Work performed before the date this Agreement becomes effective or after the termination or expiration of this Agreement. If the maximum compensation is increased by amendment of this Agreement, the amendment must be fully effective before Agency performs Work subject to the amendment.

b. Interim payments to Agency shall be subject to ORS 293.462, and shall be made in accordance with the payment schedule and requirements in Exhibit A, Part 2., "Payment and Financial Reporting."

c. OHA will only pay for completed Work under this Agreement. For purposes of this Agreement, "Work" means the tasks or services and deliverables accepted by OHA as described in Exhibit A, Part 1, "Statement of Work."

4. **Agency or Subrecipient Determination.** In accordance with the State Controller’s Oregon Accounting Manual, policy 30.40.00.104, OHA’s determination is that:

- Agency is a subrecipient
- Agency is a contractor
- Not applicable

Catalog of Federal Domestic Assistance (CFDA) #(s) of federal funds to be paid through this Agreement: N/A

5. **Agency Data and Certification.**

a. **Agency Information.** This information is requested pursuant to ORS 305.385.

**PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION:**

Agency Name (exactly as filed with the IRS): Yamhill County

Street address: 535 NE Fifth St.

City, state, zip code: McMinnville, OR 97128

Email address: morenom@co.yamhill.or.us

Telephone: ( 503 ) 474-4911 Facsimile: ( 503 ) 434-7553

**Agency Proof of Insurance:** Agency shall provide the following information upon submission of the signed Agreement. All insurance listed herein and required by Exhibit C, must be in effect prior to Agreement execution.

Workers’ Compensation Insurance Company: SAIF

Policy #: 871736 Expiration Date: 7/01/2022

b. **Certification.** Without limiting the generality of the foregoing, by signature on this Agreement, the undersigned hereby certifies under penalty of perjury that:

- (1) Agency is in compliance with all insurance requirements of this Agreement and notwithstanding any provision to the contrary, Agency shall deliver to the OHA Agreement Administrator (see page 1 of this Agreement) the required Certificate(s) of Insurance within 30 days of execution of this Agreement. By certifying compliance with all insurance as required by this Agreement, Agency acknowledges it may be found in breach of the Agreement for failure to obtain required insurance. Agency may also be in breach of the Agreement for failure to provide Certificate(s) of Insurance as required and to maintain required coverage for the duration of the Agreement;
- (2) Agency acknowledges that the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any “claim” (as defined by ORS 180.750) that is made by (or caused by) the Agency and that pertains to this Agreement or to the project for which the Agreement work is being performed. Agency certifies that no claim described in the previous sentence is or will be a “false claim” (as defined by ORS 180.750) or an act prohibited by ORS 180.755. Agency further acknowledges that in addition to the remedies

under this Agreement, if it makes (or causes to be made) a false claim or performs (or causes to be performed) an act prohibited under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against the Agency;

- (3) The information shown in Section 5a, "Agency Information" above is Agency's true, accurate and correct information;
- (4) To the best of the undersigned's knowledge, Agency has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts;
- (5) Agency and Agency's employees and agents are not included on the list titled "Specially Designated Nationals" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury and currently found at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>;
- (6) Agency is not listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal procurement or Non-procurement Programs" found at <https://www.sam.gov/portal/public/SAM/>;
- (7) Agency is not subject to backup withholding because:
  - (a) Agency is exempt from backup withholding;
  - (b) Agency has not been notified by the IRS that Agency is subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (c) The IRS has notified Agency that Agency is no longer subject to backup withholding; and
- (8) Agency Federal Identification Number (FEIN) or Social Security Number (SSN) provided is true and accurate. If this information changes, Agency shall provide OHA with the new FEIN or SSN within 10 days.



## EXHIBIT A

### Part 1 Statement of Work

1. **Purpose:** Agency shall provide Parent Child Interaction Therapy Services (PCIT) in Yamhill County as described below. OHA requires that Agency meets the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services.
  
2. **Services to be provided by Agency shall include:** Where referenced in this Agreement, "Agreement Settlement" means OHA's reconciliation of amounts OHA actually disbursed to Agency against amounts that OHA is obligated to pay to Agency for services provided under this Agreement. Agreement Settlement can occur following the end of a biennial period, upon termination or expiration of this Agreement. Agency shall provide the following:
  
3. 

<b><u>Service Name</u></b>	<b>PARENT CHILD INTERACTION THERAPY (PCIT) SERVICES</b>
<b><u>Service ID Code</u></b>	<b>MHS 11</b>

  - a. **Definitions:**
    - (1) **Area of Unmet Mental Health Need** means a service area which has less than 1 Mental Health provider per 1,000 people as determined by the Oregon Areas of Unmet Health Care Need Report, August 2017: <https://www.ohsu.edu/xd/outreach/oregon-rural-health/about/news/2017-auhcn-report.cfm> pages 7-10 and 17-18.
    - (2) **Child or Children** means an Individual(s) age 0 through 25 years of age with special behavioral health care or mental health care needs. This term represents both the singular and plural and may be used interchangeably.
    - (3) **Dyadic Parent-Child Interaction Coding System (DPICS)** is a behavioral coding system that measures the quality of parent-child social interactions. DPICS is used to monitor progress in parenting skills during treatment and provides an objective, well-validated measure of changes in child compliance after treatment. It is designed to assess parent-child social interactions, providing a guide for treatment decisions and measure of behavioral change in PCIT.

- (4) **Established PCIT Site** means an entity that meets the following criteria:
  - (a) Employs 2 or more therapists who have each completed 56 hours of PCIT initial trainings and documented PCIT consultation by an OHA authorized PCIT trainer for 1 or more calendar years;
  - (b) Provided PCIT services to 20 or more Individuals for 4 or more sessions each fiscal year for 2 or more years;
  - (c) Provided PCIT according to fidelity protocols for the 2 most recent fidelity reviews completed by an Oregon PCIT International Regional (Level II) Trainer, or Oregon PCIT International Implementation Specialist; and
  - (d) Employs PCIT trained therapists who attend Oregon or National PCIT conferences and Oregon PCIT Consortium statewide conference calls.
- (5) **Eyberg Child Behavior Inventory (ECBI)** is a comprehensive, behaviorally specific, parent rating scale that assesses the current frequency and severity of disruptive behaviors. This is a requirement of fidelity PCIT implementation <https://www.parinc.com/Products/Pkey/97>.
- (6) **Family Support Specialist** means a person who is certified to be a Peer Support Specialist or Peer Wellness Specialist through OHA and is a family member of an individual who is a current or former recipient of addictions or mental health services as described in: <http://www.oregon.gov/oha/hsd/amh-pd/pages/index.aspx>
- (7) **Fidelity** is the extent to which delivery of an intervention adheres to the protocol or program model originally developed and supported by research.
- (8) **Frontier County** is defined by the Oregon Office of Rural health as an Oregon County with 6 or fewer residents per square mile; 10 Oregon counties are considered Frontier. More information about Rural and Frontier areas of Oregon is available at: <https://www.ohsu.edu/xd/outreach/oregon-rural-health/about/index.cfm>
- (9) **Individual(s)** refers to the Child receiving services.
- (10) **National Provider Identifier (NPI)** is a unique 10-digit identification number issued to health care providers in the United States by the Centers for Medicare and Medicaid Services (CMS).
- (11) **Oregon Office of Rural Health (ORH)** is supported by the Federal Office of Rural Health Policy, the State of Oregon and Oregon Health & Science University. ORH offers assistance to hospitals, clinics and communities to strengthen the rural health care delivery system. Additional information is available at: <https://www.ohsu.edu/xd/outreach/oregon-rural-health/about/index.cfm>

- (12) **PCIT Master Trainers are certified by PCIT International.** Master Trainers are approved to conduct the training and consultation of professional or graduate-level clinicians in national and international mental health service delivery systems. Master Trainers are also vetted to train Level 1 and Level 2 Trainers on a national and international scope.
- (13) **PCIT Program** means a recognized team employed by an entity authorized to provide outpatient treatment (<https://www.oregon.gov/oha/HSD/OHP/Pages/Provider-Enroll.aspx>) Required components of a PCIT Program include:
- (a) Employment of 2 or more mental health therapists certified by PCIT International, (or documentation by the University of California, Davis PCIT Training Center of training completion and competency) or actively receiving OHA approved, on-going training and consultation in PCIT;
  - (b) Administrative support for provision of PCIT fidelity implementation in its entirety, including on-going consultation, training, and data collection;
  - (c) Serving Individuals 2 through 6 years of age and their families in need of PCIT services (5 or more hours per week of PCIT direct services on average for each PCIT-trained therapist); and
  - (d) Providing a therapy room, modified to support fidelity PCIT, coaching and recording equipment, and safe backup to timeout.
- (14) **PCIT Regional Trainer/Consultant** is defined by the following:  
Qualified to train and supervise therapists external to their own program or agency, according to the PCIT International Level II requirements; OR documentation of being in current process of becoming certified to train according the International guidelines specified at: <http://www.pcit.org/trainer-requirements.html> AND meets the following guidelines:
- (a) Independently licensed mental health service provider with a masters or doctoral degree who is authorized by a licensing board to provide clinical supervision;
  - (b) Documented history of at least 5 years of active involvement in the PCIT community;
  - (c) Minimum of 4 PCIT cases to graduation criteria as defined by the 2011 PCIT Protocol and 2 years of experience providing PCIT as a certified therapist;
  - (d) Develop and maintain consistent PCIT training and supervision documentation which meets PCIT International Certification Guidelines, as per each site's current contract or agreement with OHA;
  - (e) Participate in the Oregon PCIT Steering Committee monthly;
  - (f) Attend the Annual Oregon PCIT Conference;

- (g) Attend 1 or more National/International PCIT conferences each biennium; and
  - (h) Maintain certification as a PCIT Trainer through participation in PCIT continuing education.
- (15) **Relief Nursery** means a community-based, non-governmental organization certified through the Association of Relief Nurseries. Relief Nurseries serve families with children 0 through 6 years of age who are most at risk of abuse and neglect; provide comprehensive and integrated early childhood therapeutic and family support services, including case management, parenting education, home visits, therapeutic classrooms, and other services. <https://www.oregonreliefnurseries.org/what-it-takes-to-be-a-relief-nurser>
- (16) **Rural Area** means all geographic areas in Oregon 10 or more miles from the centroid of a population center of 40,000 people or more. <https://www.ohsu.edu/xd/outreach/oregon-rural-health/data/upload/2017-AUHCN-Report.pdf> page 3.
- (17) **Parent Child Interaction Therapy (PCIT)** is a specialized form of mental health therapy developed by Sheila Edberg for children ages 2 through 6 years of age and their caregivers. It emphasizes relationship enhancement and behavior modification training through moment by moment coaching. PCIT requires intensive training by mental health professionals. The authorized training requirements can be found at <http://www.pcit.org/therapist-requirements.html>
- (18) **PCIT Program** means a recognized team employed by an entity authorized to provide outpatient treatment (<http://www.oregon.gov/oha/HSD/OHP/Pages/Provider-Enroll.aspx>).
- Required components of a PCIT program include:
- (a) Two or more mental health therapists certified by PCIT International, (or documentation by the UC Davis Training Center of training completion and competency) or actively receiving OHA approved, on-going training and consultation in PCIT;
  - (b) Administrative support for provision of PCIT fidelity implementation in its entirety, including on-going consultation, training and data collection;
  - (c) Individuals 2 through 6 years of age and their families in need of PCIT services (3 or more hours per week of PCIT direct services on average for each PCIT-trained therapist); and
  - (d) A therapy room modified to support fidelity PCIT, coaching and recording equipment, and safe backup to timeout.
- (18) **Satellite Office** is defined as a small PCIT setting in a different location from the main clinic, which may be staffed part-time by 1 or more PCIT clinicians who, may additionally provide PCIT in other locations. Administration and clerical support is often provided by the main clinic for satellite locations.

(19) **System of Care (SOC)** means a coordinated network of community-based services and supports characterized by individualized care and a wide array of services that are provided within the least restrictive environment. This includes collaboration with system partners, participation and partnerships with families and youth, and coordination among child-servicing agencies and programs with cultural and linguistic responsiveness.

(20) **Within-Agency (Level I) PCIT Trainer** is defined by the following:

- (a) Qualified to teach and supervise therapists internal to their own program or agency according to the PCIT International Level I (Within-Agency Trainer) requirements; OR documentation of being in current process of becoming certified to train according the PCIT International guidelines: <http://www.pcit.org/trainer-requirements.html> ; or
- (b) Documentation that trainer is certified through the University of California, Davis PCIT Training Center process as the equivalent of a Level I trainer; AND meets the following guidelines:
  - i. Independently licensed as a mental health service provider with a masters or doctoral degree, authorized by a licensing board to provide clinical supervision to a Qualified Mental Health Professionals (QMHP); and
  - ii. Documented history of at least 5 years of active involvement in the PCIT community.

**b. Purpose**

The State of Oregon, acting by and through the Oregon Health Authority (OHA), Health Systems Division (HSD), is issuing this Request for Information(RFI) for Parent Child Interaction Therapy (PCIT) Infrastructure and Services Development.

Past funding by OHA for PCIT Program development and implementation across Oregon has been awarded in stages over the course of 18 years. This Agreement will provide OHA funding PCIT to continue to offset some the additional costs associated with providing this highly effective intervention with fidelity, while making the process for awarding PCIT funds transparent with increased clarity regarding the expected deliverables.

Funding from this Agreement will be used to improve access to high fidelity PCIT Services and for PCIT Program Development. PCIT services may be reimbursed by Medicaid or commercial insurance. Funds provided through this Agreement must be used for the additional infrastructure and training expenses to provide high fidelity PCIT services which are not reimbursed by Medicaid or other insurance. Funding may also be used to serve children in this age group in need of these mental health services who are not Medicaid eligible and who have no other resources to pay for services. Providing families with one of the most effective treatment options available for young children will improve child

current and long-term psychological functioning, academic progress, and physical health, while reducing suffering and medical costs.

Standard PCIT was designed for children 2 through 6 years of age and their parents, when the children have significant social, emotional, or behavioral disorders which could increase their risk of maltreatment, interfere with their development, attachment, and with their readiness to learn. There are also well researched adaptations of PCIT, requiring additional training after being certified in standard PCIT. One such adaptation extends the age range of PCIT to be appropriate for children 12 through 24 months. Another adaptation, after additional training, may be used for children ages 7 through 8 years.

In PCIT, caregivers are taught specific skills to establish or strengthen a nurturing and secure relationship with their child, while encouraging pro-social behavior and decreasing maladaptive behavior. Ideally, during coaching sessions, the therapist observes the interaction from behind a one-way mirror and provides guidance to the parent through a wireless communication system. Each session is structured and includes measurement of progress which is shared with the caregiver. The average treatment length is 16-20 sessions.

In accordance with the values of the OHA Child and Family Behavioral Health Unit, PCIT incorporates System of Care principles, developmental science, and Trauma Informed Care. PCIT is recognized nationally as having a significant body of evidence demonstrating that it is effective in treating the effects of chronic trauma or neglect, increasing caregiver's positive parenting skills, reducing child maladaptive behaviors and reducing the risk of child maltreatment.

There continues to be a systemic shortage of mental health therapists trained and available to provide high fidelity, evidence-based mental health treatment for children from birth through 8 years of age. This shortage is compounded by limited infrastructure to train and support this specialized workforce. The purpose of these payments is to reduce actual or perceived barriers to providing high fidelity PCIT whenever appropriate as the preferred service rather than less effective behavioral health services.

Therefore, it is imperative that Agencies have the experience and commitment for adherence to the PCIT International standards for fidelity practice of PCIT through well-conducted research, training, outcome tracking, and continuing education of therapists (and where appropriate, employing Within-Agency PCIT trainers). Agencies serving Individuals in Areas of Unmet Mental Health Care Need may qualify for additional funding to support travel costs, additional supervision and lost productivity caused by serving Individuals in low population areas.

**c. Tasks**

**MHS 11 Services**

The fundamental work of standard PCIT is to improve social-emotional and behavioral outcomes for children 2 through 6 years of age. With documentation of OHA-approved additional training in PCIT adaptations, PCIT payments may also be used to treat children 12 to 24 months of age, and those 7 to 8 years of age.

Treatment shall include caregiver(s) and other important people living and interacting with the child.

- (a) Payments shall be used to enhance the ability of PCIT programs to provide fidelity PCIT in standard outpatient clinics (in-person or via telehealth) and across multiple service settings such as home, primary care, school, or childcare. All Services delivered under this Agreement shall:
  - (a) Implement the evidence-based practice PCIT with fidelity in an appropriate clinic space using most current PCIT procedural manuals, coding manuals, and tools;
  - (b) Be provided in a culturally responsive, trauma informed manner, including sensitivity to family, language, race, and ethnicity;
  - (c) Demonstrate outreach to, and access by, identified ethnic, linguistic, or cultural minorities in the same proportions as exist in the service area of the clinic;
  - (d) Develop information and referral processes for family members to local community support organizations and to Family Support Specialists when appropriate; and
  - (e) Demonstrate collaboration with early learning hubs, child welfare, and other early childhood SOC partners to serve families with the following risk factors:
    - i. A combination of demographic, child, family, and environmental risks such as having a single parent; receiving public assistance; lack of employment, current education or job training; being a teen parent; or lack of school diploma or general equivalency diploma (GED);
    - ii. Children with the known circumstances to place them at risk, including placement in foster care; having an incarcerated parent; or homelessness;
    - iii. Children whose parents have factors known to place children at risk, including parental mental health issues, depression, substance abuse, and domestic violence;
  - (f) Developing information and referral processes for family members to the local community support organizations.

**(2) Performance Requirements**

There are 6 modules in MHS 11 Services that require different levels of Services be provided by Agency. Agency will receive payments based on the OHA approved module(s) shown below that Agency is approved to provide. The purpose of the MHS11 optional modules is to support expanding PCIT beyond maintaining minimum requirements for provision of standard PCIT Services.

Agency shall be required to provide documentation of fulfillment of the requirements for all optional modules. Module #1 below is the required base module for all standard PCIT Services to be provided. Modules 2 through 6 are optional modules that will only be required once OHA has approved a specific module(s) per Agency.

**a. Module #1 – PCIT Established Site or Implementation**

**(1) Staffing and Administration**

Agency shall provide and maintain a minimum of 2 staff (with minimum 0.15 FTE each, devoted to PCIT services) who are QMHPs; plus, the clerical, administration, and administrative support necessary for implementation of PCIT program development and high fidelity PCIT services which includes:

- (a)** Requiring each clinician trained in PCIT to provide PCIT services to 20 or more families, for 4 or more sessions per family, each biennium;
- (b)** Serving ethnically diverse families in the same proportion as is represented in the county.
- (c)** Providing planning, outreach and implementation of culturally, linguistically, and ethnically appropriate PCIT Services;
- (d)** Implementing any necessary incentives to engage and maintain families in treatment;
- (e)** Four or more times per fiscal year, coordinating, collaborating, and otherwise participating actively in regularly scheduled meetings with the local Oregon Early Learning Systems, primary care service providers, and local referral sources for families with empirically demonstrated risk factors.
- (f)** Establishing and maintaining information pertinent to fidelity reviews including:
  - i.** Require attendance and provide paid time during the work week for PCIT trained clinicians to participate in ongoing PCIT training and consultation monthly to become certified, or to maintain certification. Document content and hours of clinician training, consultation, and supervision. This information will be reviewed as part of the PCIT fidelity reviews. The training guidelines are disseminated by the National PCIT Training Committee and posted on the PCIT International website located at <http://www.pcit.org/initial-therapist-training.html>;
  - ii.** Evidence documented in the Electronic Health Records (EHR) of Individuals and in reports to OHA of data-driven treatment decisions and the development of performance expectations through the use of the Eyberg Child Behavior Inventory, and the Dyadic Parent-Child Interaction Coding System, and documentation of session by session adherence to PCIT protocols;
  - iii.** Use of the most current PCIT coding and procedures for implementing the practice;
  - iv.** Maintain appropriate PCIT specific clinic space; stripped down room, coaching and recording equipment, a range of developmentally appropriate toys for the children, safe

backup to timeout, and ideally one-way mirrors or monitors for coaching from outside the therapy room;

- v. Participate in 1 or more fidelity reviews each biennium by OHA, OR an OHA-approved external entity, and implement required changes; and
- vi. Attendance by all PCIT staff at the Annual Oregon PCIT conference.

**(2) Agency with Satellite PCIT Site Module may:**

- (a) Qualify for additional funding for established Satellite sites, for each eligible location meeting criteria, subject to funds available and at OHA's sole discretion.
- (b) Be awarded partial funding of the New Location Module #3, depending on their demonstrated need for room modifications, equipment, training, and the potential increase in client base as a result of improving access.
- (c) Be staffed with 1 or more PCIT-trained therapists for 4 or more hours per therapist, per week, devoted to providing PCIT Services directly to families.
- (d) Provide PCIT Services to 10 or more Individuals for 4 or more sessions per biennium at the eligible Satellite location(s).
- (e) Be required to have PCIT-trained therapists, who provide Services in a Satellite location, participate in PCIT consultation or supervision in person or via telehealth technology with the main clinic PCIT team 1 or more times per month.

**(3) Requirement exceptions for PCIT Program in Area of Unmet Mental Health Need: Program may:**

- (a) Employ 1 or more PCIT-Trained therapist(s) for .15 FTE each to provide 4 or more hours per week devoted to PCIT services directly to families.
- (b) Provide PCIT services to 20 or more Individuals for 4 or more sessions per biennium.
- (c) Attend PCIT-specific consultation/supervision 2 times per month or more, live or via tele-conferencing.
- (d) Participate in PCIT fidelity reviews 1 or more times per fiscal year.
- (e) Qualify for additional funding for travel and increased frequency of consultation.

**b. Module #2 - PCIT Optional Expanded Team**

This module is provided to support the established PCIT programs expanding their PCIT program to increase access to MHS 11 Services within their community. Agencies may qualify for one or more Expanded Team module payments. Each may include:

- (1) **Optional Module # 2a - Add clinician(s) above the 2 required** per site.
  - (a) Training, travel and other expenses for an additional QMHP staff as a PCIT therapist(s) beyond the two-staff required minimum;
  - (b) Documentation by OHA approved PCIT Trainer that each additional clinician funded for training completed 56 hours of PCIT International Training by November 30, 2019;
  - (c) Documentation of each clinician receiving 28 hours of PCIT consultation per year, for 2 years;
  - (d) Documentation of each clinician attending 4 or more hours of statewide PCIT calls per year, for 2 years;
  - (e) Documentation of paid expenses for each clinician attending Oregon PCIT conference;
  - (f) Documentation that each clinician provided PCIT to 10 or more families in the quarterly data reporting form developed by OHA, which includes child, family and progress data, and PCIT specific expenditures; and
  - (g) Documentation of purchased additional assessment tools required for PCIT expanded team.

(2) **Optional Module # 2b - PCIT Recalibration/Certification by PCIT International.**

Clinicians who are eligible include PCIT therapists initially trained before 2011 with two completed PCIT cases and not yet certified.

- (a) Each clinician funded for recalibration training shall complete 16 hours of PCIT International Training to update skillsets to the latest practices for PCIT implementation including DPICS-IV coding, refresh and practice CDI and PDI coaching skills;
- (b) Documentation that recalibration training requirements were completed, and therapist is certified by PCIT International within 2 years from recalibration training;
- (c) Documentation in Quarterly PCIT quarterly report that therapists receiving recalibration training are attending 24 hours of PCIT Consultation per biennium;
- (d) Documentation in PCIT quarterly report that therapists receiving recalibration training are providing PCIT services to 20 clients for 4 or more PCIT sessions per biennium or;
- (e) Train one PCIT certified therapist as a Level I (within agency) PCIT trainer.

(3) **Optional Module #2c – Train 1 certified PCIT therapist as a Within-Agency**

**(Level 1) Trainer.**

- (a) Completion of 8 hours didactic training which meets the PCIT International Trainer requirements located at <http://www.pcit.org/trainer-requirements.html>;

- (b) Monthly follow-up consultation to the Level I Trainer Course with a PCIT International Certified Master Trainer or Level 2 Trainer. (24 or more hours total for biennium);
- (c) Supervise a therapist-in-training to complete at least one PCIT case to graduation criteria while under consultation from a Certified Master Trainer or Level II Trainer;
- (d) Complete all Level I Within-Agency training requirements and competencies within 2 years;
- (e) Provide PCIT services to 10 or more families per biennium; and
- (f) Maintain Level I Trainer certification by completing at least 6 hours of PCIT International authorized Continuing Education credit every 2 years or.

**(4) Optional Module #2d – PCIT Expanded Team (QMHA Skills Builders)**

- (a) 2 QMHA staff receive 16 hours of PCIT training each in Adjunct in-home skills building;
- (b) Each QMHA PCIT trained staff provide 20 PCIT specific in-home skills building sessions per biennium;
- (c) Each QMHA PCIT trained staff provide 20 or more PCIT specific in-home skills building sessions per biennium; and
- (d) Documentation in Electronic Health Records of PCIT QMHA and primary QMHP communicating and collaborating on behalf of Individuals to address treatment goals.

**c. Module #3 – Optional New PCIT Program Development or New Location**

The purpose of this module is to support the development of PCIT programs in locations which have not previously had access to PCIT. Examples of such locations would include Frontier Counties, Rural Areas, in a Relief Nursery, or adult addictions treatment center where children are housed with a parent, child welfare office, Oregon Tribal Clinic, school, or other location. Agencies requesting payments for a Satellite site may be paid partial payments for this module depending on their demonstrated need for room modifications, equipment, training, and the potential increase in client base by improving access. Agency shall promote high fidelity implementation of PCIT. This includes providing support for the extra demands of staff learning this evidence-based therapy through supervisors and the administration arranging adjusted productivity and caseload expectations, if needed. New program development or New Location PCIT programs are required to also meet the Module #1 tasks and performance requirements. This module includes the following:

- (1) Agency may be approved for payments for this module when:
  - (a) The mental health provider or contractor had not provided PCIT Services prior to July 1<sup>st</sup>, 2019, and is seeking payments to train and support 2 or more QMHP in the provision of high fidelity PCIT; or

- (b) An established PCIT Agency is seeking payments to expand access to PCIT through creating a high fidelity PCIT site in a service area which did not have access to PCIT Services.
- (c) Within 4 months of execution of Agreement, send 2 or more QMHP to be trained in PCIT as per PCIT International requirements; with the goal of meeting International certification qualification within 2 years;
- (d) Within 4 months of execution of PCIT staff, including Program Manager supervising the PCIT trainees will attend OHA approved training in requirements of high fidelity PCIT Program, PCIT quarterly reporting and other PCIT contract expectations;
- (e) Purchase or complete any materials, equipment and room modifications to maintain fidelity within 4 months of Agreement execution;
- (f) Provide the time and funding for 2 or more mental health clinicians to travel twice for PCIT Initial and Continuation trainings (one is 40 hours, the other is 16), and to participate in live or teleconferencing PCIT consultation with their training cohort. This will occur weekly for the first month after their initial training, and subsequently twice a month for 2 years;
- (g) Ensure PCIT therapists receiving PCIT training through this grant begin providing PCIT services to 5 or more Individuals starting the week after returning from the initial training. In addition, therapists will maintain an active PCIT caseload which is the equivalent to 5 or more face to face service hours weekly during the initial training;
- (h) Ensure that access to session recording equipment, video conferencing capability and secure file transfer is available for clinicians to start documenting their PCIT Core Competencies the week they return from their first Intensive training;
- (i) Program shall provide PCIT services to 40 Individuals for 4 or more PCIT sessions per biennium. (**New location Satellite PCIT Sites** shall provide PCIT services to 10 or more clients per biennium);
- (j) Eight or more times per quarter, coordinate, collaborate, and otherwise participate actively in regularly scheduled meetings with the local Oregon Early Learning Systems, primary care service providers, and local referral sources for families with empirically demonstrated risk factors;
- (k) Participate in one or more fidelity reviews each biennium by OHA or an OHA-approved external entity and implement required changes;
- (l) Establish and maintain information pertinent to fidelity reviews, including:
  - i. Content and hours of clinician training, support, and supervision. The training guidelines are disseminated by the national PCIT Training Committee and posted on the PCIT International website located at <http://www.pcit.org/initial-therapist-training.html>;

- ii. Evidence of data-driven treatment decisions and the development of performance expectations through use of the Edberg Child Behavior Inventory and the Dyadic Parent-Child Interaction Coding System which is documented in the EHRs of Individuals and in reports to OHA;
  - iii. Use the most current PCIT coding manuals and protocols for implementing the practice;
  - iv. Maintain appropriate PCIT specific clinic space; stripped down room, one-way, equipment, and a range of developmentally appropriate toys for the children; and
- (m) PCIT program staff shall attend an Annual Oregon PCIT conference and attend the 4 or more scheduled Oregon PCIT Consortium National Expert Conference calls per year.

**c. Module #4 – Optional PCIT Certified Within-Agency (Level I) Trainer Consultation**

- (c) The purpose of this module is to support the provision of PCIT training and consultation activities by currently certified PCIT Level I trainers to expand local access to PCIT Services, to address employee turnover, and to support supervision of staff actively providing PCIT Services. The module includes the following:
- (a) Offer and provide direct initial training and consultation each biennium to 2 or more trainees as needed to address agency staff turnover;
  - (b) Submit documentation of number of hours of training or PCIT specific supervision provided, and the number of staff receiving training or supervision in each quarterly report;
  - (c) Provide on-going training and PCIT consultation for PCIT trained clinicians within the trainer's agency who have met all PCIT core competencies in order to maintain fidelity;
  - (d) Provide fidelity PCIT treatment to 10 or more Individuals for 4 or more sessions each biennium to remain current with PCIT skills;
  - (e) Document in the quarterly report on-going Level I Trainer supervision with a PCIT International Master Trainer or Oregon Regional (Level II) trainer 4 or more occasions per fiscal year, totaling 6 or more hours; and
  - (f) May also include assisting a Level II trainer in training clinicians from local agencies serving Medicaid eligible families.

**d. Module #5 – Optional PCIT Regional (Level II) Trainer**

The purpose of this module is to support the provision of PCIT training and consultation activities by certified PCIT International Level II trainers to expand access to PCIT Services through increasing the number of therapists statewide who are fully trained and certified in high fidelity PCIT implementation.

Agency must offer and provide direct training and consultation each biennium to 24 or more clinicians in PCIT. In addition, Regional trainers will participate in Oregon PCIT conference planning, Oregon PCIT Consortium Steering Committee and OHA fidelity reviews for OHA funded PCIT programs across Oregon.

**(1) Staffing must include:**

- (a)** Full time supervisor position (1.0 FTE) for 2 years, who is PCIT International Certified as a Level II trainer; or
- (b)** Half-time supervisor position (.5 FTE) or more for 2 years, who is a Level I trainer who will participate in and assist the Regional (Level II) or Master Trainer with statewide implementation; or
- (c)** A combination of the above positions not totaling more than 1.5 FTE.
- (d)** Level II Trainer shall provide:
  - i.** Offer 56 hr. of Initial and Follow up trainings 2 or more times per year for a total of 24 or more QMHP staff per biennium;
  - ii.** 24 months of PCIT specific group or individual observation, consultation and supervision to trainees (60 or more hours). This shall occur weekly for the first month after their initial training, and twice a month for two years;
  - iii.** Live or video review and core competency evaluation and documentation of meeting PCIT International standards for all trainees;
  - iv.** Travel necessary to provide onsite training and supervision to PCIT programs with trainees in the first year as needed;
  - v.** Attendance at Oregon and National and International Conferences 3 or more times each biennium and other continuing education as needed to maintain PCIT International Certification as a Level II Trainer;
  - vi.** Travel necessary to provide annual fidelity reviews to 12 or more PCIT sites in Oregon as needed to ensure fidelity implementation; and
  - vii.** Quarterly reports to OHA in the approved format within 45 calendar days after the end of each quarter.

**e. Module #6 – Optional PCIT Innovation**

- (1)** The purpose of this module is to provide established PCIT programs with the support needed to expand their PCIT Services to populations or settings which do not have access to PCIT Services using standard PCIT. No more than 1 innovation module will be provided to any Agency. The availability and amount of an innovation module payment is dependent upon the quantity and amounts of actual Agreement payments needed for programs utilizing standard PCIT Services, the scope of the

innovation module proposal that is submitted, and the availability of funding. To be considered for a PCIT innovation module, the Agency must:

- (a) Employ 2 QMHP (2 FTE) who are certified as therapists or trainers by PCIT International, or documentation from a University of California, Davis PCIT trainer that the therapists have completed all core competencies at a therapist level or above. Proposals from PCIT sites in Areas of Unmet Need may be considered;
  - (b) Document that Agency has provided PCIT Services to 60 or more Individuals for 4 or more sessions each in the biennium which has most recently ended;
  - (c) Document training by a Master Trainer or researcher associated with the specific adaptation of PCIT that Agency plans to implement or letter from the Master Trainer or researcher agreeing to train and consult with the site when payment is made may be submitted as proof of intent;
  - (d) Submit executed Agreement with the Master Trainer or Researcher associated with the OHA grant funded adaptation of PCIT by November 15<sup>th</sup>, 2021. Agreement must itemize the frequency and duration of training and consultation regarding implementation of the PCIT adaptation for the duration of the biennium or longer;
  - (e) Submit itemized list of additional equipment, toys, training, software, internet access or other requirements of the adaptation;
  - (f) Demonstrate the community need for an adaptation of standard PCIT Services for a specific subgroup of the Agency's service area by identifying other services available to the targeted population, and how the adaptation fills a gap in community services; and
  - (g) Submit quarterly reports within 45 calendar days after the end of each quarter in an OHA approved format which document expenditures, training and consultation hours, number of clients served, pre and post treatment standardized scores, and other outcome data associated with the adaptation.
- (2) Examples of PCIT adaptations which fill a gap in Early Childhood Services array, or extend access to PCIT Services for underserved populations are as follows:
- (a) PCIT Toddler: A modified version of PCIT for young toddlers (PCIT-T) adapted to meet the developmental needs of children 12 through 24 months of age;
  - (b) Intensive Family Coaching: In-home, team model using provider pairs working simultaneously in the home with the caregiver-child dyad at each visit, for 3 times per week;

- (c) Other evidence-informed PCIT adaptations.

**(3) Reporting Requirements**

All Individuals receiving MHS 11 Services with payments made through this Agreement must be enrolled and that Individual's record maintained in the Measures and Outcomes Tracking System (MOTS) as specified in OHA's MOTS Reference Manual, located at: <http://www.oregon.gov/OHA/HSD/AMH-MOTS/pages/resource.aspx>, and the Who Reports in MOTS Policy, as stated below:

**Which Behavioral Health Providers are Required to Report in MOTS?**

The data collection system for the Health Systems Division (HSD) is the Measures and Outcomes Tracking System or MOTS. In general, behavioral health providers who are either licensed or have a letter of approval from the HSD (or the former Addictions & Mental Health Division [AMH]), and receive public funds to provide treatment services are required to report to MOTS. In addition to the general rule above, there are four basic ways to classify who is required to submit data to MOTS:

- a. Providers with HSD contracts that deliver treatment services (this includes Community Mental Health Programs [CMHP], Local Mental Health Authorities [LMHA] and other types of community behavioral health providers); these programs should all have a license or letter of approval from the HSD or AMH;
- b. Providers that are subcontractors (can be a subcontractor of a CMHP or other entity that holds a contract with HSD or OHA, such as a Mental Health Organization [MHO] or a Coordinated Care Organization [CCO]);
- c. Providers that HSD does not contract with but are required to submit data to MOTS by State/Federal statute or rule; these include DUII services providers and methadone maintenance providers; and
- d. Providers that contract with other governmental agencies (e.g., Oregon Youth Authority [OYA] or the Department of Corrections [DOC] to deliver mental health and/or substance abuse services).

Note: Primary care physicians that provide a single service on behalf of the CMHP are not required to report the MOTS status or service level data.

If there are any questions, contact MOTS Support at [MOTS.Support@state.or.us](mailto:MOTS.Support@state.or.us).

**5. Special Reporting Requirements**

Agency shall prepare and electronically submit to OHA at: [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), written quarterly reports on the delivery of PCIT Program Development and Services, no later than 45 calendar days following the end of each subject quarter for which payment is made through this Agreement. Reports must be prepared using forms and procedures prescribed by OHA. Forms are located at: <http://www.oregon.gov/OHA/HSD/AMH/Pages/Reporting-Requirements.aspx>.

**(4) Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirement Procedures**

OHA provides financial assistance for MHS 11 Services in two different ways, through Part A, or Part C payments. The payment type is set forth in Exhibit C, "Financial Pages," in MHS 11 lines in which column "Part ABC" will contain an "A" for Part A, or

a “C” for Part C payments, for non-Medicaid-eligible Services. Agency is not entitled to funding for Part A or Part C payments (or both) in combination with Medicaid payments for the same Service, during the same time period or date of Service for the same Individual. Agency and Service Providers shall maintain compliance with OAR410-172-0600 to 410-172-0860, OAR 943-120-0310, and OAR 943-120-0320. Agency will receive payments per the OHA approved Module(s) for this Agreement.

- a. Payments made to Agency or Service Providers are subject to the following:
- (1) OHA shall not authorize in aggregate, under this “Payment Calculation, Disbursement, and Confirmation of Performance and Reporting Requirements Procedures” section, payments requested for MHS 11 Services in excess of the contractual Not-to-Exceed amount. Total aggregate payments means the total of all payments authorized in Exhibit E, “Financial Pages” before reducing payments to account for client resources received by the Agency or Service Provider from an Individual, or from another on behalf of the Individual, in support of Individual’s care and Services provided. The monthly rate will be prorated for any month in which the Individual does not receive Services for a portion of the month. Payments will be reduced (offset) by the amount of payments received by the Agency or Service Provider from the Individual, the Individual’s health insurance provider, another person’s health insurance provider under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual’s care and Services provided;
  - (2) OHA is not obligated to provide payment for any MHS 11 Services that are not properly reported in accordance with the “Reporting Requirements” and “Special Reporting Requirements” sections above or as required in an applicable Specialized Service Requirements by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA’s obligation to provide payments for MHS11 Services, or termination of Agency’s obligation to include the Program Area in which MHS 11 Services fall within its Services.
- b. The Part A payments will be calculated, disbursed, and confirmed as follows:
- (1) Calculation of Payments: The Part A payments for MHS 11 Services provided under a particular line of Exhibit E, “Financial Pages,” containing an “A” in column “Part ABC,” from payments identified in that line of the Financial Pages, containing an “A” in column “Part ABC,” shall not exceed the total payments for MHS 11 Services as specified in that line of the Financial Pages and are subject to the limitations described herein.
  - (2) Disbursement of Payments: Unless a different disbursement method is specified in that line of Exhibit E, “Financial Pages,” OHA will disburse the Part A payments for MHS 11 Services delivered under a particular line of the Financial Pages containing an “A” in column “Part ABC” to Agency in substantially equal monthly payments during the period specified in that line of the Financial Pages, subject to the following:

- (a) OHA may, after 30 calendar days (unless parties mutually agree otherwise) written notice to Agency, reduce the monthly payments based on under-used payments identified through the quarterly reports or failure to provide Services to fidelity in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above;
  - (b) OHA may, after 30 calendar days (unless parties mutually agree otherwise) written notice to Agency, adjust monthly payments to meet cash flow requirements for continued delivery of MHS 11 Services described herein;
  - (c) Upon amendment to the Financial Pages, OHA shall adjust monthly payments as necessary, to reflect changes in the payments made for MHS 11 Services provided under that line of the Financial Pages; and
  - (d) OHA is not obligated to provide payments for any MHS 11 Services not properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above by the date 60 calendar days after the earlier of expiration or termination of this Agreement, termination of OHA's obligation to provide payments for MHS 11 Services, or termination of Agency's obligation to include the Program Area in which MHS 11 Services fall in its Services; and
  - (e) OHA will reduce the payments made for MHS 11 Services delivered under a particular line of Exhibit E, "Financial Pages," containing and "A" in column "Part ABC," by the amount received by a Provider of MHS 11 Services, as payment for the cost of the Services delivered to an Individual, from the Individual's health insurance provider, another person's health insurance provided under which Individual is also covered, or any other Third Party Resource (TPR) in support of Individual's care and Services provided. Agency is obligated to report to OHA, by email at [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us) any TPR payments no later than 30 calendar days following receipt of payment by Agency or Service Provider. The report shall include the following:
    - i. OHA Agreement name and number;
    - ii. Individual's name and date of birth;
    - iii. Service for which payment was received;
    - iv. Date of service covered by payment; and
    - v. Amount of payment.
- c. The Part C payments will be calculated and disbursed as follows:
- (1) Calculation of Performance Payment: The Performance Payment is 5% of each fiscal years' total cost for MHS 11 Services for this Agreement that have been moved into a Performance Payment outside of the regular monthly payments. Agency will qualify for a performance payment at the end of each fiscal year if they meet the required performance criteria,

as shown in section 2. "Performance Requirements" above, as determined by meeting a minimum of three of the five criteria listed below as follows:

- i. Serve target number of Individuals for 4 or more PCIT sessions for each Module awarded.
- ii. Serve minority Individuals in the same proportion as live in the county of the program.
- iii. Certification has been acquired at the end of the biennium for each clinician funded for initial training at beginning of biennium.
- iv. Documentation of an adequate or higher fidelity rating was determined at the end of the biennium.
- v. All reports shall be submitted in accordance with the "Reporting Requirements" and "Special Reporting Requirements" section above.

(2) Disbursement of Performance Payment: The performance payment is based on achievement of the performance criteria in accordance with the "Performance Requirements" section above. Data will be verified by the Agreement Administrator through review of the quarterly reports, consultation with the PCIT Trainers, and if needed, OHP billing data). Upon OHA's determination that Agency met or exceeded the performance criteria, Agency may prepare and electronically submit a written invoice, to [amhcontract.administrator@state.or.us](mailto:amhcontract.administrator@state.or.us), for a performance payment, not to exceed the amount specified in that particular line of the Exhibit E, "Financial Pages."

- d. Confirmation of Performance and Reporting Requirements: Agency shall be required to demonstrate through the data properly reported in accordance with the "Reporting Requirements" and "Special Reporting Requirements" sections above, how payments made for MHS 11 Services were utilized consistent with the terms and limitations herein to meet the performance requirements of this Service Description, and that the Agency shall be subject to the monitoring and review of performance requirements and quality measures by the OHA Agreement Administrator for the Program under which MHS 11 Service Description falls.

## **EXHIBIT A**

### **Part 2 Payment and Financial Reporting**

**1. Payment Provisions.**

OHA agrees to pay Agency for accomplishing the Work required by this Agreement as described in Exhibit A, Part 1, "Statement of Work" and Exhibit E, "Financial Pages."

**2. Travel and Other Expenses.**

OHA shall not reimburse Agency separately for any travel or additional expenses under this Agreement.

## EXHIBIT A

### Part 3 Special Terms and Conditions

#### 1. Confidentiality of Client Information.

##### a. Client Information:

- (1) All information as to personal facts and circumstances obtained by the Agency on the client ("Client Information") shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the client, his or her guardian, or the responsible parent when the client is a minor child, or except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical, or other form, which does not identify particular individuals.
- (2) The use or disclosure of Client Information shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources.
- (3) If Agency, or any of its officers, directors, employees, agents, or subcontractors receives or has access to confidential Social Security Administration (SSA), or Federal Tax Information (FTI) records in the performance of Work under this Agreement, Agency shall comply, and ensure that all of Agency's officers, directors, employees, agents and subcontractors comply, with the following provisions:
  - (a) With respect to SSA records:
    - (i) Provide a current list of employees and employees of any agent or subcontractor with access to SSA records;
    - (ii) Adhere to the same security requirements as employees of OHA;
    - (iii) Abide by all relevant Federal laws, restrictions on access, use, disclosure, and the security requirements contained within OHA's agreement with SSA;
    - (iv) Provide its employees and agents the same security awareness training as OHA's employees; and
    - (v) Include the provisions of this Section 1.a.(3)(a) in any subcontract.
  - (b) With respect to Federal Tax Information (FTI), as defined in IRS Publication 1075:
    - (i) Agency and its officers, directors and employees with access to, or who use FTI provided by OHA must meet the background check requirements defined in IRS Publication 1075;

- (ii) Any FTI made available to Agency shall be used only for the purpose of carrying out the provisions of this Agreement. Agency shall treat all information contained in FTI as confidential and that information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Inspection by or disclosure to anyone other than an officer or employee of the Agency is prohibited;
  - (iii) Agency shall account for all FTI upon receipt and shall properly store all FTI before, during, and after processing. In addition, all FTI related output and products will be given the same level of protection as required for the source material;
  - (iv) No work involving FTI furnished under this Agreement will be subcontracted without prior written approval of the IRS;
  - (v) Maintain a list of employees who are authorized access to FTI. Such list will be provided to OHA and, upon request, to the IRS reviewing office; and
  - (vi) Include the provisions of this Section 1.a.(3)(b) in any subcontract.
- (c) Failure to abide by any of the requirements in this subsection could result in criminal or civil penalties and result in termination of this Agreement.
  - (d) Agency may be subject to periodic and ongoing security reviews to ensure compliance with the requirements of Section 1.a.(3).
- (4) Except as prohibited by Section 1.a.(3) above, OHA, Agency and any subcontractor will share information as necessary to effectively serve OHA clients.

**b. Non-Client Information:**

- (1) Each Party acknowledges that it and any of its officers, directors, employees and agents may, in the course of performing its responsibilities under the Agreement, be exposed to or acquire information that is confidential to the other Party. To the extent permitted by law, any and all information of any form provided to a Party or its officers, directors, employees and agents in the performance of the Agreement that reasonably could at the time of its disclosure be understood to be confidential shall be deemed to be confidential information of the originating Party (“Confidential Non-Client Information”).
- (2) Confidential Non-Client Information shall be deemed not to include information that:
  - (a) Is or becomes (other than by disclosure by the Party acquiring such information) publicly known or is contained in a publicly available document except to the extent applicable law still restricts disclosure;

- (b) Is furnished by the originating Party to others without restrictions similar to those imposed on the receiving Party under the Agreement;
  - (c) Is rightfully in the receiving Party's possession without the obligation of nondisclosure prior to the time of its disclosure by the originating Party under the Agreement;
  - (d) Is obtained from a source other than the originating Party without the obligation of confidentiality;
  - (e) Is disclosed with the written consent of the originating Party; or
  - (f) Is independently developed by the receiving Party's officers, directors, employees and agents who can be shown to have had no access to the Confidential Non-Client Information.
- (3) Nondisclosure. The receiving Party shall hold all Confidential Non-Client Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own confidential information; shall not sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Non-Client Information to third parties; shall not use Confidential Non-Client Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto; and shall advise any of its officers, directors, employees and agents that receive or have access to the Confidential Non-Client Information of their obligations to keep Confidential Non-Client Information confidential. These confidentiality obligations do not restrict disclosure of information otherwise qualifying as Confidential Non-Client Information if the receiving Party can show that either of the following conditions exists: (i) the information was disclosed in response to a subpoena or court order duly issued in a judicial or legislative process, in which case the receiving Party shall notify the originating Party of the subpoena five days prior to the disclosure, unless such notice could not reasonably be given; or (ii) the disclosure was required to respond to a request for the information made under the Oregon Public Records Law, ORS 192.311 to 192.478. The receiving Party shall notify the originating Party of a public records request five days prior to the disclosure.
- c. Upon request and pursuant to the instructions of OHA, Agency shall return or destroy all copies of Confidential Information, and Agency shall certify in writing the return or destruction of all Confidential Information.

**2. Amendments.**

- a. OHA reserves the right to amend or extend the Agreement under the following general circumstances:
  - (1) OHA may extend the Agreement for additional periods of time up to a total Agreement period of 5 years, and for additional money associated with the extended period(s) of time. The determination for any extension for time may be based on OHA's satisfaction with performance of the work or services provided by the Agency under this Agreement.
  - (2) OHA may periodically amend any payment rates throughout the life of the Agreement proportionate to increases in Portland Metropolitan Consumer Price Index; and to provide Cost Of Living Adjustments (COLA) if OHA so chooses. Any negotiation of increases in rates to implement a COLA will be as directed by the Oregon State Legislature.
- b. OHA further reserves the right to amend the Statement of Work for the following:
  - (1) Programmatic changes/additions or modifications deemed necessary to accurately reflect the original scope of work that may not have been expressed in the original Agreement or previous amendments to the Agreement;
  - (2) Implement additional phases of the Work; or
  - (3) As necessitated by changes in Code of Federal Regulations, Oregon Revised Statutes, or Oregon Administrative Rules which, in part or in combination, govern the provision of services provided under this Agreement.
- c. Upon identification, by any party to this Agreement, of any circumstance which may require an amendment to this Agreement, the parties may enter into negotiations regarding the proposed modifications. Any resulting amendment must be in writing and be signed by all parties to the Agreement before the modified or additional provisions are binding on either party. All amendments must comply with Exhibit B, Section 21, "Amendments" of this Agreement.

**3. Agency Requirements to Report Abuse of Certain Classes of Persons.**

- a. Agency shall comply with, and cause all employees to comply with, the applicable laws for mandatory reporting of abuse for certain classes of persons in Oregon, including:
  - (1) Children (ORS 419B.005 through 419B.045);
  - (2) Elderly Persons (ORS 124.055 through 124.065);
  - (3) Residents of Long Term Care Facilities (ORS 441.630 through 441.645);
  - (4) Adults with Mental Illness or Developmental Disabilities (ORS 430.735 through 430.743).
  - (5) Abuse of Individuals Living in State Hospitals (OAR 943-045-0400 through 945-045-0520)

- b. Agency shall make reports of suspected abuse of persons who are members of the classes established in Section 3.a. above to Oregon's Statewide Abuse Reporting Hotline: 1-855-503-SAFE (7233), as a requirement of this Agreement.
- c. Agency shall immediately report suspected child abuse, neglect or threat of harm to DHS' Child Protective Services or law enforcement officials in full accordance with the mandatory Child Abuse Reporting law (ORS 419B.005 through 419B.045). If law enforcement is notified, the Agency shall notify the referring DHS caseworker within 24 hours. Agency shall immediately contact the local DHS Child Protective Services office if questions arise as to whether or not an incident meets the definition of child abuse or neglect.
- d. Agency shall report suspected abuse of the elderly or abuse of patients in a medical or care facility immediately to DHS' Aging and People with Disabilities office or to a law enforcement agency.
- e. If known, the abuse report should contain the following:
  - (1) The name and address of the abused person and any people responsible for their care;
  - (2) The abused person's age;
  - (3) The nature and the extent of the abuse, including any evidence of previous abuse;
  - (4) The explanation given for the abuse;
  - (5) The date of the incident; and
  - (6) Any other information that might be helpful in establishing the cause of the abuse and the identity of the abuser.
- f. Agency who witnesses or has information about an alleged abusive act that has occurred at Oregon State Hospital (OSH) must immediately report the incident directly to the Office of Adult Abuse Prevention and Investigations:
  - (1) Weekdays 8 a.m. – 5 p.m. at 503-945-9495.
  - (2) Weekdays 5 p.m. – 10:00 pm or weekends from noon – 10 p.m. at 503-559-1201.

**4. Background Checks. RESERVED**

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Exhibit A  
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## EXHIBIT B

### Standard Terms and Conditions

1. **Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the parties that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within a circuit court for the State of Oregon of proper jurisdiction. THE PARTIES, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENT TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Except as provided in this section, neither party waives any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. The parties acknowledge that this is a binding and enforceable agreement and, to the extent permitted by law, expressly waive any defense alleging that either party does not have the right to seek judicial enforcement of this Agreement.
2. **Compliance with Law.** Agency shall comply with and require all subcontractors to comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agency and the Agreement. All employers, including Agency, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.
3. **Independent Contractors.** The parties agree and acknowledge that their relationship is that of independent contracting parties and that Agency is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265 or otherwise.
4. **Representations and Warranties.**
  - a. **Agency's Representations and Warranties.** Agency represents and warrants to OHA that:
    - (1) Agency has the power and authority to enter into and perform this Agreement;
    - (2) This Agreement, when executed and delivered, shall be a valid and binding obligation of Agency enforceable in accordance with its terms;
    - (3) Agency has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Agency will apply that skill and knowledge with care and diligence to perform the Work in a professional manner and in accordance with standards prevalent in Agency's industry, trade or profession;
    - (4) Agency shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform the Service; and
    - (5) Agency prepared its proposal related to this Agreement, if any, independently from all other proposers, and without collusion, fraud, or other dishonesty.

B.O. 21-393  
Exhibit B

- b. Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**5. Funds Available and Authorized; Payments.**

- a. The State of Oregon's payment obligations under this Agreement are conditioned upon OHA receiving funding, appropriations, limitations, allotment, or other expenditure authority sufficient to allow OHA, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Agency is not entitled to receive payment under this Agreement from any part of Oregon state government other than OHA. Nothing in this Agreement is to be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. OHA represents that as of the date it executes this Agreement, it has sufficient appropriations and limitation for the current biennium to make payments under this Agreement.
- b. Payment Method. Payments under this Agreement will be made by Electronic Funds Transfer (EFT) and shall be processed in accordance with the provisions of OAR 407-120-0100 through 407-120-0380 or OAR 410-120-1260 through OAR 410-120-1460, as applicable, and any other Oregon Administrative Rules that are program-specific to the billings and payments. Upon request, Agency shall provide its taxpayer identification number (TIN) and other necessary banking information to receive EFT payment. Agency shall maintain at its own expense a single financial institution or authorized payment agent capable of receiving and processing EFT using the Automated Clearing House (ACH) transfer method. The most current designation and EFT information will be used for all payments under this Agreement. Agency shall provide this designation and information on a form provided by OHA. In the event that EFT information changes or the Agency elects to designate a different financial institution for the receipt of any payment made using EFT procedures, the Agency shall provide the changed information or designation to OHA on a OHA-approved form. OHA is not required to make any payment under this Agreement until receipt of the correct EFT designation and payment information from the Agency.

**6. Recovery of Overpayments. IF BILLINGS UNDER THIS AGREEMENT, OR UNDER ANY OTHER AGREEMENT BETWEEN AGENCY AND OHA, RESULT IN PAYMENTS TO AGENCY TO WHICH AGENCY IS NOT ENTITLED, OHA, AFTER GIVING WRITTEN NOTIFICATION TO AGENCY, MAY WITHHOLD FROM PAYMENTS DUE TO AGENCY SUCH AMOUNTS, OVER SUCH PERIODS OF TIME, AS ARE NECESSARY TO RECOVER THE AMOUNT OF THE OVERPAYMENT. NOTHING IN THIS SECTION SHALL REQUIRE AGENCY OR OHA TO ACT IN VIOLATION OF STATE OR FEDERAL LAW OR THE CONSTITUTION OF THE STATE OF OREGON.**

**7. Ownership of Work Product.**

- a. **Definitions.** As used in this Section 7 and elsewhere in this Agreement, the following terms have the meanings set forth below:

- (1) "Agency Intellectual Property" means any intellectual property owned by Agency and developed independently from the Work.
  - (2) "Third Party Intellectual Property" means any intellectual property owned by parties other than OHA or Agency.
  - (3) "Work Product" means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Agency is required to deliver to OHA pursuant to the Work.
- b. Original Works.** All Work Product created by Agency pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire," shall be the exclusive property of OHA. OHA and Agency agree that all Work Product is "work made for hire" of which OHA is the author within the meaning of the United States Copyright Act. If for any reason the original Work Product created pursuant to the Work is not "work made for hire," Agency hereby irrevocably assigns to OHA any and all of its rights, title, and interest in all original Work Product created pursuant to the Work, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon OHA's reasonable request, Agency shall execute such further documents and instruments necessary to fully vest such rights in OHA. Agency forever waives any and all rights relating to original Work Product created pursuant to the Work, including without limitation, any and all rights arising under 17 U.S.C. §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.
- c.** In the event that Work Product is Agency Intellectual Property, a derivative work based on Agency Intellectual Property or a compilation that includes Agency Intellectual Property, Agency hereby grants to OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display Agency Intellectual Property and the pre-existing elements of the Agency Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
- d.** In the event that Work Product is Third Party Intellectual Property, a derivative work based on Third Party Intellectual Property or a compilation that includes Third Party Intellectual Property, Agency shall secure on OHA's behalf and in the name of OHA an irrevocable, non-exclusive, perpetual, royalty-free license to use, reproduce, prepare derivative works based upon, distribute copies of, perform and display the Third Party Intellectual Property and the pre-existing elements of the Third Party Intellectual Property employed in the Work Product, and to authorize others to do the same on OHA's behalf.
- 8. Agency Default.** Agency shall be in default under this Agreement upon the occurrence of any of the following events:

- a. Agency fails to perform, observe or discharge any of its covenants, agreements or obligations set forth herein.
- b. Any representation, warranty or statement made by Agency herein or in any documents or reports relied upon by OHA to measure the delivery of services, the expenditure of payments or the performance by Agency is untrue in any material respect when made;
- c. Agency (1) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (2) admits in writing its inability, or is generally unable, to pay its debts as they become due, (3) makes a general assignment for the benefit of its creditors, (4) is adjudicated a bankrupt or insolvent, (5) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (6) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (7) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (8) takes any action for the purpose of effecting any of the foregoing; or
- d. A proceeding or case is commenced, without the application or consent of Agency, in any court of competent jurisdiction, seeking (1) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Agency, (2) the appointment of a trustee, receiver, custodian, liquidator, or the like of Agency or of all or any substantial part of its assets, or (3) similar relief in respect to Agency under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Agency is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

**9. OHA Default.** OHA shall be in default under this Agreement upon the occurrence of any of the following events:

- a. OHA fails to perform, observe or discharge any of its covenants, agreements, or obligations set forth herein; or
- b. Any representation, warranty or statement made by OHA herein is untrue in any material respect when made.

**10. Termination.**

- a. **Agency Termination.** Agency may terminate this Agreement:
  - (1) For its convenience, upon at least 90 days advance written notice to OHA;
  - (2) Upon 45 days advance written notice to OHA, if Agency does not obtain funding, appropriations and other expenditure authorizations from Agency's governing body, federal, state or other sources sufficient to permit Agency to satisfy its performance obligations under this

Agreement, as determined by Agency in the reasonable exercise of its administrative discretion; or

- (3) Upon 30 days advance written notice to OHA, if OHA is in default under the Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as Agency may specify in the notice.

**b. OHA Termination.** OHA may terminate this Agreement:

- (1) For its convenience, upon at least thirty days advance written notice to Agency;
- (2) Upon 45 days advance written notice to Agency, if OHA does not obtain funding, appropriations and other expenditure authorizations from federal, state or other sources sufficient to meet the payment obligations of OHA under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion. Notwithstanding the preceding sentence, OHA may terminate this Agreement in whole or in part, immediately upon written notice to Agency or at such other time as it may determine if action by the Oregon Legislative Assembly or Emergency Board reduces OHA's legislative authorization for expenditure of funds to such a degree that OHA will no longer have sufficient expenditure authority to meet its payment obligations under this Agreement, as determined by OHA in the reasonable exercise of its administrative discretion, and the effective date for such reduction in expenditure authorization is less than 45 days from the date the action is taken;
- (3) Immediately upon written notice to Agency if Oregon statutes or federal laws, regulations or guidelines are modified, changed or interpreted by the Oregon Legislative Assembly, the federal government or a court in such a way that OHA no longer has the authority to meet its obligations under this Agreement or no longer has the authority to provide payment from the funding source it had planned to use;
- (4) Upon 30 days advance written notice to Agency, if Agency is in default under this Agreement and such default remains uncured at the end of said 30-day period or such longer period, if any, as OHA may specify in the notice;
- (5) Immediately upon written notice to Agency, if any license or certificate required by law or regulation to be held by Agency or a subcontractor is for any reason denied, revoked, suspended, not renewed or changed in such a way that Agency or a subcontractor no longer meets requirements to deliver the service. This termination right may only be exercised with respect to the particular part of the Work impacted by the loss of necessary licensure or certification; or
- (6) Immediately upon written notice to Agency, if OHA determines that Agency or any of its subcontractors have endangered or are endangering the health or safety of an Agency client or others.

**c. Mutual Termination.** The Agreement may be terminated immediately upon

mutual written consent of the parties or at such time as the parties may agree in the written consent.

- d. **Return of Property.** Upon termination of this Agreement for any reason whatsoever, Agency shall immediately deliver to OHA all of OHA's property (including without limitation any Work Products for which OHA has made payment in whole or in part) that are in the possession or under the control of Agency in whatever stage of development and form of recordation such OHA property is expressed or embodied at that time. Upon receiving a notice of termination of this Agreement, Agency shall immediately cease all activities under this Agreement, unless OHA expressly directs otherwise in such notice of termination. Upon OHA's request, Agency shall surrender to anyone OHA designates, all documents, research or objects or other tangible things needed to complete the Work Products.

**11. Effect of Termination.**

**a. Entire Agreement.**

- (1) Upon termination of this Agreement in its entirety, OHA shall have no further obligation to pay Agency under this Agreement.
- (2) Upon termination of this Agreement in its entirety, Agency shall have no further obligation to perform Work under this Agreement.

- b. **Obligations and Liabilities.** Notwithstanding Section 11.a. above, any termination of this Agreement shall not prejudice any obligations or liabilities of either party accrued prior to such termination.

**12. Limitation of Liabilities.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT. NEITHER PARTY SHALL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT OR ANY PART HEREOF IN ACCORDANCE WITH ITS TERMS.

**13. Indemnity/Hold Harmless Provision.** OHA and Agency shall be responsible exclusively with respect to their employees, for providing for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers compensation coverage, and PERS contributions. Agency shall perform the services under this Agreement as an independent contractor. Agency and OHA each shall be responsible, to the other, to the extent permitted by the Oregon Constitution, subject to the limitations of the Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

**14. Insurance.** Agency shall require subcontractors to maintain insurance as set forth in Exhibit C, which is attached hereto.

**15. Records Maintenance; Access.** Agency shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Agency shall maintain any other records, books, documents, papers, plans, records of

shipments and payments and writings of Agency, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Agency's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Agency whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Agency acknowledges and agrees that OHA and the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to all Records to perform examinations and audits and make excerpts and transcripts. Agency shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Agency shall maintain Records in accordance with the records retention schedules set forth in OAR Chapter 166.

- 16. Information Privacy/Security/Access.** If the Work performed under this Agreement requires Agency or its subcontractor(s) to have access to or use of any OHA computer system or other OHA Information Asset for which OHA imposes security requirements, and OHA grants Agency or its subcontractor(s) access to such OHA Information Assets or Network and Information Systems, Agency shall comply and require all subcontractor(s) to which such access has been granted to comply with OAR 943-014-0300 through OAR 943-014-0320, as such rules may be revised from time to time. For purposes of this section, "Information Asset" and "Network and Information System" have the meaning set forth in OAR 943-014-0305, as such rule may be revised from time to time.
- 17. Force Majeure.** Neither OHA nor Agency shall be held responsible for delay or default caused by fire, civil unrest, labor unrest, act of nature, or war which is beyond the reasonable control of OHA or Agency, respectively. Each party shall, however, make all reasonable efforts to remove or eliminate such cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. OHA may terminate this Agreement upon written notice to the other party after reasonably determining that the delay or default will likely prevent successful performance of this Agreement.
- 18. Assignment of Agreement, Successors in Interest.**
- a.** Agency shall not assign or transfer its interest in this Agreement without prior written approval of OHA. Any such assignment or transfer, if approved, is subject to such conditions and provisions as OHA may deem necessary. No approval by OHA of any assignment or transfer of interest shall be deemed to create any obligation of OHA in addition to those set forth in the Agreement.
  - b.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.
- 19. Subcontracts.** Agency shall not enter into any subcontracts for any of the Work required by this Agreement without OHA's prior written consent. In addition to any other provisions OHA may require, Agency shall include in any permitted subcontract under this Agreement provisions to ensure that OHA will receive the benefit of subcontractor

performance as if the subcontractor were the Agency with respect to Sections 1, 2, 3, 4, 7, 15, 16, 18, 19, 20, and 22 of this Exhibit B. OHA's consent to any subcontract shall not relieve Agency of any of its duties or obligations under this Agreement.

20. **No Third Party Beneficiaries.** OHA and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. The parties agree that Agency's performance under this Agreement is solely for the benefit of OHA to assist and enable OHA to accomplish its statutory mission. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons any greater than the rights and benefits enjoyed by the general public unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.
21. **Amendments.** No amendment, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties and when required the Department of Justice. Such amendment, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given.
22. **Severability.** The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
23. **Survival.** Sections 1, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 16, 20, 23, 28, 29 and 30 of this Exhibit B shall survive Agreement expiration or termination as well as those the provisions of this Agreement that by their context are meant to survive. Agreement expiration or termination shall not extinguish or prejudice OHA's right to enforce this Agreement with respect to any default by Agency that has not been cured.
24. **Notice.** Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Agency or OHA at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed by regular mail shall be deemed received and effective five days after the date of mailing. Any communication or notice delivered by facsimile shall be deemed received and effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the recipient, or on the next business day if transmission was outside normal business hours of the recipient. Notwithstanding the forgoing, to be effective against the other party, any notice transmitted by facsimile must be confirmed by telephone notice to the other party at number listed below. Any communication or notice given by personal delivery shall be deemed effective when actually delivered to the addressee.

OHA:           Office of Contracts & Procurement  
                  635 Capitol Street NE, Suite 350  
                  Salem, OR 97301  
                  Telephone: 503-945-5818  
                  Fax: 503-378-4324

25. **Headings.** The headings and captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe the meaning or to interpret this Agreement.
26. **Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed shall constitute an original.
27. **Construction.** The parties agree and acknowledge that the rule of construction that ambiguities in a written agreement are to be construed against the party preparing or drafting the agreement shall not be applicable to the interpretation of this Agreement.
28. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. No waiver or consent shall be effective unless in writing and signed by the party against whom it is asserted.
29. **Alternative Dispute Resolution.** The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
30. **Contribution.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Agency (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Agency in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Agency on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Agency on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Agency is jointly liable with the State (or would be if joined in the Third Party Claim), the Agency shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Agency on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Agency on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Agency's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

- 31. Indemnification by Subcontractors.** Agency shall take all reasonable steps to cause its contractor(s), that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Agency's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.
- 32. Stop-Work Order.** OHA may, at any time, by written notice to the Agency, require the Agency to stop all, or any part of the work required by this Agreement for a period of up to 90 days after the date of the notice, or for any further period to which the parties may agree through a duly executed amendment. Upon receipt of the notice, Agency shall immediately comply with the Stop-Work Order terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the stop work order notice. Within a period of 90 days after issuance of the written notice, or within any extension of that period to which the parties have agreed, OHA shall either:

  - a. Cancel or modify the stop work order by a supplementary written notice; or
  - b. Terminate the work as permitted by either the Default or the Convenience provisions of Section 10, Termination.

If the Stop Work Order is canceled, OHA may, after receiving and evaluating a request by the Agency, make an adjustment in the time required to complete this Agreement and the Agreement price by a duly executed amendment.

B.O. 21-393  
Exhibit B  
Pg 10 of 10

## EXHIBIT C

### Subcontractor Insurance Requirements

#### SUBCONTRACTOR INSURANCE

Local Government shall require its first tier contractor(s) (Contractor) that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before the contractors perform under contracts between Local Government and the contractors (the "Subcontracts"), and ii) maintain the insurance in full force throughout the duration of the Subcontracts. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to Agency. Local Government shall not authorize contractors to begin work under the Subcontracts until the insurance is in full force. Thereafter, Local Government shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Local Government shall incorporate appropriate provisions in the Subcontracts permitting it to enforce contractor compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. Examples of "reasonable steps" include issuing stop work orders (or the equivalent) until the insurance is in full force or terminating the Subcontracts as permitted by the Subcontracts, or pursuing legal action to enforce the insurance requirements. In no event shall Local Government permit a contractor to work under a Subcontract when the Local Government is aware that the contractor is not in compliance with the insurance requirements. As used in this section, a "first tier" contractor is a contractor with which the county directly enters into a contract. It does not include a subcontractor with which the contractor enters into a contract.

#### TYPES AND AMOUNTS

##### WORKERS' COMPENSATION & EMPLOYERS' LIABILITY

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and shall require and ensure that each of its out-of-state subcontractors complies with these requirements.

##### COMMERCIAL GENERAL LIABILITY:

Required

Commercial General Liability Insurance covering bodily injury and property damage in a form and with coverage that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this contract, and have no limitation of coverage to designated premises, project or

operation. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000.00 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.00.

**AUTOMOBILE LIABILITY INSURANCE:**

Required  Not required

**PROFESSIONAL LIABILITY:**

Required  Not required

**NETWORK SECURITY AND PRIVACY LIABILITY:**

Required  Not required

**EXCESS/UMBRELLA INSURANCE:**

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

**ADDITIONAL COVERAGE REQUIREMENTS:**

Contractor's insurance shall be primary and non-contributory with any other insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

**ADDITIONAL INSURED:**

All liability insurance, except for Workers' Compensation, Professional Liability, and Network Security and Privacy Liability (if applicable), required under this Subcontract must include an additional insured endorsement specifying the State of Oregon, its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations, but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance. The Additional Insured endorsement with respect to liability arising out of your ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

**WAIVER OF SUBROGATION:**

Contractor shall waive rights of subrogation which Contractor or any insurer of Contractor may acquire against the Agency or State of Oregon by virtue of the payment of any loss. Contractor will obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the Contractor or the Contractor's insurer(s).

**TAIL COVERAGE:**

If any of the required insurance is on a claims made basis and does not include an extended reporting period of at least 24 months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the effective date of this Subcontract, for a minimum of 24 months following the later of (i) Contractor's completion and Local Government's acceptance of all Services required under this Subcontract, or, (ii) Local Government's or Contractor termination of contract, or, (iii) The expiration of all warranty periods provided under this Subcontract.

**CERTIFICATE(S) AND PROOF OF INSURANCE:**

Local Government shall obtain from the Contractor a Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) shall list the State of Oregon, its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured. The Certificate(s) shall also include all required endorsements or copies of the applicable policy language effecting coverage required by this contract. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance Agency has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Contract.

**NOTICE OF CHANGE OR CANCELLATION:**

The Contractor or its insurer must provide at least 30 days' written notice to Local Government before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

**INSURANCE REQUIREMENT REVIEW:**

Contractor agrees to periodic review of insurance requirements by Agency under this agreement and to provide updated requirements as mutually agreed upon by Contractor and Agency.

**STATE ACCEPTANCE:**

All insurance providers are subject to Agency acceptance. If requested by Agency, Contractor shall provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency's representatives responsible for verification of the insurance coverages required under this Exhibit C.

# EXHIBIT E

## Financial Pages

### MODIFICATION INPUT REVIEW REPORT

MOD#: M0470

CONTRACT#: 171312

CONTRACTOR: Yamhill Family and Youth Programs

INPUT CHECKED BY: \_\_\_\_\_ DATE CHECKED: \_\_\_\_\_

PROJ \_\_\_\_\_ SLOI \_\_\_\_\_  
 EFFECTIVE DATE DATE CHANGE/TYPE RATE

SE# FUND CODE CEMS PROVIDER DATES DATE CHANGE/TYPE RATE OPERATING DOLLARS STATUS PART PRET PRLF CLIENT CODE SF#

FISCAL YEAR: 2021-2022

SE#	FUND CODE	CEMS PROVIDER	DATES	DATE	CHANGE/TYPE	RATE	OPERATING DOLLARS	STATUS PART	PRET	PRLF CD	CLIENT CODE	SF#
11	804	NI PARENT CHILD INTE	7/1/2021 - 6/30/2022		0 /N/A		\$59,375.00	A	1	Y		1
11	804	NI PARENT CHILD INTE	7/1/2021 - 6/30/2022		0 /N/A		\$3,125.00	C	1	Y		2
TOTAL FOR SE# 11							\$62,500.00					
TOTAL FOR 2021-2022							\$62,500.00					

FISCAL YEAR: 2022-2023

SE#	FUND CODE	CEMS PROVIDER	DATES	DATE	CHANGE/TYPE	RATE	OPERATING DOLLARS	STATUS PART	PRET	PRLF CD	CLIENT CODE	SF#
11	804	NI PARENT CHILD INTE	7/1/2022 - 6/30/2023		0 /N/A		\$59,375.00	A	1	Y		1
11	804	NI PARENT CHILD INTE	7/1/2022 - 6/30/2023		0 /N/A		\$3,125.00	C	1	Y		2
TOTAL FOR SE# 11							\$62,500.00					
TOTAL FOR 2022-2023							\$62,500.00					
TOTAL FOR M0470							\$125,000.00					

OREGON HEALTH AUTHORITY  
Financial Assistance Award Amendment (FAAA)

CONTRACTOR: Yamhill Family and Youth Programs  
DATE: 06/28/2021

Contract#: 171312  
REF#: 000

REASON FOR FAAA (for information only):

These payments are for MHS 11 Parent Child Interaction Therapy Services (PCIT) for continued PCIT program development and services. Payments provided through this Agreement are subject to the Legislative approval of the Oregon Health Authority's 2021-2023 Budget, at the level proposed in the Governor's Balanced Budget or higher.

The following special condition(s) apply to funds as indicated by the special condition number in column 9. Each special condition set forth below may be qualified by a full description in the Financial Assistance Award.

- M0470 1 The expenditure of payments made for MHS 11- Parent Child Interaction Therapy (PCIT) services must result in Provider planning, outreach and implementation of culturally, linguistically and ethnically appropriate PCIT services to 35 or more families for at least 4 PCIT specific sessions each fiscal year. MHS 11 - PCIT applies to the payments subject to this special condition.
- M0470 2 A) These payments are for MHS 11 Services. B) The payments subject to this special condition will be disbursed to Contractor in one lump sum at the end of each fiscal year upon receipt of approved invoice.