

SAMHSA Funded Phase II: PC-CARE TRAINING CONTRACT

1. [Mall](#)
2. [PC-CARE Training Center](#)
3. **SAMHSA Funded Phase II: PC-CARE TRAINING CONTRACT**



PLEASE SELECT THIS CONTRACT WHEN YOU HAVE BEEN NOTIFIED THAT YOUR APPLICATION FOR SAMHSA FUNDED PC-CARE TRAINING THROUGH UC DAVIS HAS BEEN ACCEPTED. THIS CONTRACT IS REQUIRED FOR ACCESS TO TRAINING MATERIALS AND TRAINER VIDEO REVIEW. Use the password provided in your training acceptance email (contact laforte@ucdavis.edu with questions).

THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR PURCHASE OF AND PARTICIPATION IN THE PC-CARE TRAINING PROGRAM. THEY CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU [OR YOUR AGENCY, AS APPLICABLE] AND THE REGENTS OF THE UNIVERSITY OF CALIFORNIA. YOUR PURCHASE OF THE PC-CARE TRAINING PROGRAM THROUGH THIS WEBSITE CONSTITUTES YOUR [OR YOUR AGENCY'S] ACCEPTANCE OF THESE TERMS AND CONDITIONS AND YOUR [OR YOUR AGENCY'S] AGREEMENT TO BE BOUND BY THEM.

AGREEMENT FOR PARENT-CHILD CARE (PC-CARE) TRAINING SERVICES

THIS AGREEMENT is entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation under Article IX, Section 9 of the Constitution of the State of California acting for and on behalf of University of California Davis Health Child and Adolescent Abuse, Resource and Evaluation Center ("CAARE") and the individual (or agency, if applicable) as identified in the online purchase form ("MENTAL HEALTH PROVIDER" or "MHP").

R E C I T A L S:

WHEREAS, MHP has funding which allows MHP to obtain parent-child care training ("PC-CARE TRAINING") from CAARE: and,

WHEREAS, CAARE desires to provide and is fully qualified to provide such PC-CARE TRAINING to MHP; and

WHEREAS, CAARE has determined that provision of such PC-CARE TRAINING is in accordance with the University of California Davis Health's missions of teaching, research, public service, and patient care.

NOW, THEREFORE, the parties agree as follows:

A. DEFINITIONS:

1. Clients. Those individuals, groups or families who are treated by MHP by delivering parent-child care (“PC-CARE”).
2. Facilitators. Those individuals, employees or staff utilized by CAARE to teach PC-CARE TRAINING.
3. Community Participants. Those community-based child welfare professionals who are not MHP employees or staff.
4. Materials. Written materials, computer disks, electronic materials, and other educational material (“MATERIALS”) bearing the copyright of CAARE, or otherwise protected, that are designed and intended for use in conjunction with the CAARE’s PC-CARE TRAINING in accordance with Article B.1., Article D.12., and Exhibit A. Exhibit A, attached hereto and incorporated herein, is a listing of MATERIALS used by CAARE.
5. Participants. MHP staff who are identified to participate in PC-CARE TRAINING and/or Training of Trainer (“TOT”) training. Participants are employees or staff of MHP. Participants are not employees or staff of other mental health treatment agencies or other organizations.

B. CAARE PERFORMANCE:

1. CAARE shall provide to MHP the MATERIALS, equipment and PC-CARE TRAINING as specified below:
 - a. MATERIALS CAARE shall provide to MHP training MATERIALS as defined above.
 - b. PC-CARE Quality Assurance Quality Assurance will be conducted throughout the course of the training. QA will include the review of all PC-CARE procedures, therapist and TOT participant skill, and use of outcome measurements. Trainer will review of all PC-CARE case documentation together with MHP participants.
2. CAARE shall defend, indemnify and hold harmless MHP, its officers, agents and employees from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CAARE, its officers, agents or employees.
3. CAARE, at its own sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance during the term hereof as follow:
 - a. Professional Medical Liability: (MINIMUM LIMITS)
 - (1) Each Occurrence \$1,000,000
 - (2) General Aggregate \$3,000,000

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

b. General Liability (including contractual liability):

Comprehensive or Commercial Form (MINIMUM LIMITS)

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

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

c. Workers' Compensation: as required under California State Law.

d. Business Automobile Liability for Owned, Scheduled, Non-owned, or Hired Automobiles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

e. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of MHP and CAARE against other insurable risks relating to performance of this Agreement.

f. It should be expressly understood, however, that the limits and coverages required herein shall in no way limit the liability of CAARE as per the terms and conditions of the Indemnification provisions of this Agreement.

g. Upon MHP's request, CAARE shall supply a certificate, or certificates, of insurance or self-insurance evidencing coverage in the amounts and for the perils listed above.

C. MENTAL HEALTH PROVIDER PERFORMANCE:

1. PC-CARE TRAINING: a. MHP shall participate in PC-CARE TRAINING as set forth in Exhibit B, Scope of Work, attached hereto and incorporated herein. PC-CARE TRAINING will be provided primarily via consultation after reviewing video of trainees' treatment sessions. Details of the training components, timelines and other pertinent roles and responsibilities are detailed in Exhibit B. MHP will have PC-CARE-specific toys and will agree to video record their sessions until all of their PC-CARE competencies are completed. MHP will collaborate with CAARE to test telehealth equipment functionality before training begins.

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

2. MHP shall pay CAARE for PC-CARE TRAINING as follows:

- a. MHP will make one payment for the total amount due per the online purchase form.
- b. Payment shall be made by credit card. Training will not begin and training MATERIALS will not be available to MHP until credit card payment is received.

3. DUAL COMPENSATION: Payment to a party more than once for the same work is specifically excluded.

4. MHP shall defend, indemnify and hold harmless CAARE, its officers, agents and employees from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the MHP, its officers, agents or employees.

5. MHP, at its own sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain during the term or any extended term hereof, policies of insurance, or shall self-insure, as follows:

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

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

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

b. General Liability (including contractual liability):

Comprehensive or Commercial Form (MINIMUM LIMITS)

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

If such insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement. In the event that a claims-made policy is cancelled or non-renewed, then MHP shall obtain extended reporting (tail) coverage for the remainder of the three (3) year period. The coverage referred to under this Section C.6.b shall be endorsed to include CAARE as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of MHP, its officers, agents, and/or employees.

c. Workers Compensation: as required under California State Law.

d. Business Automobile Liability for Owned, Scheduled, Non-owned, or Hired Automobiles with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence.

e. Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of MHP and CAARE against other insurable hazards relating to performance.

f. Coverages provided for above shall in no way limit the liability of MHP as per the terms and conditions of the Indemnification provisions of this Agreement.

g. Upon CAARE's request, MHP shall supply a certificate or certificates of insurance or self-insurance, evidencing coverages in the amounts and for the perils listed above.

D. GENERAL

1. Term This Agreement shall be effective as of the date of acceptance of these terms by the MHP and shall expire on the date that PC-CARE TRAINING services are completed, unless earlier terminated.

2. Termination a. Either party may terminate this Agreement with cause upon the material breach of this Agreement by the other party by giving the other party thirty (30) days prior written notice of such breach. If the breaching party does not cure such breach within thirty (30) days of receipt of this notice, this Agreement shall terminate at the end of such thirty (30) day notice period.

b. Either party may terminate this Agreement without cause upon sixty (60) days' prior written notice to the other party at its address given herein below.

c. The obligations imposed in this Agreement in Article B.2., Article C.4., C.5., and Article D.3., D.4., D.10., D.11., D.12., D.13., and D.14. shall survive the termination

d. MHP understands that if funding under which these services are being provided does not allocate sufficient funding to support the PC-CARE TRAINING services provided by CAARE under this Agreement, CAARE shall have the option to immediately terminate this Agreement, without any further obligation to MHP, or offer MHP an amendment to this Agreement reflecting a reduction in PC-CARE TRAINING services. MHP shall pay CAARE for all services provided up to the date of termination.

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

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

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

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

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

To UCDCM CAARE:

By delivery or United States Postal Service:

UC Davis Health Contracts Sherman Building, Suite 2300 2315 Stockton Boulevard Sacramento, CA 95817
To MHP:

By e-mail to the e-mail address specified in the online purchase form.

8. Assignment Neither party may assign its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. Except as specifically provided in this Agreement, any attempted assignment of a party's rights, claims, privileges, duties or obligations hereunder shall be null and void.

9. Non-Discrimination The parties certify that their performance of this Agreement shall be without discrimination because of race, color, national origin, religion, ancestry, marital status, citizenship status or source of payment for services, and without discrimination because of sex, sexual orientation, mental or physical disability, age, or medical condition as defined in section 12926 of the California Government Code, within the limits imposed by law or University policy.

10. Use of University's Name MHP agrees that in accord with State of California Education Code Section 92000 is shall not use any name, symbol, trademark or service mark of the University of California to imply, indicate or otherwise suggest that MHP is part of, or endorsed or supported or opposed by, the University of California. MHP shall not use any division thereof in advertising or promotional materials or otherwise without the prior written consent of The Regents of the University of California or its authorized designee.

11. Copyrights and MATERIALS The MATERIALS and information provided to the MHP in accordance with this Agreement are the exclusive property of CAARE and all use thereof by MHP shall inure to the benefit of CAARE. No right, title or interest in or to MATERIALS and information is granted, nor shall such right, title or interest at any time transfer to MHP other than the right to use MATERIALS and information in accordance with the terms of this Agreement.

12. Use of MATERIALS The University hereby grants to MHP a non-exclusive license to the following MATERIALS, which may be reproduced (photo-copied) and distributed for the sole purpose of training participants:

- PC-CARE Treatment Manual

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

- PC-CARE Information Flyer*
- All handouts in the Course of Treatment Manual, English and Spanish, for the provision of PC-CARE

*All Spanish Translations of These Forms

13. HIPAA MHP, CAARE and the Regents shall comply with all applicable HIPAA requirements and all federal, state and local laws and shall abide by all mandated statutes for the protection of family/Client confidentiality.

14. Governing Law This Agreement shall be governed in all respects by the laws of the State of California.

15. Captions Captions used in this Agreement are for convenience of reference only and shall not be considered in interpreting this Agreement

16. Entire Agreement This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior understanding between them, whether oral or written, respecting the same subject matter.

MATERIALS

CAARE develops and utilizes MATERIALS for use in PC-CARE TRAINING. The MATERIALS and information are provided to the MHP in accordance with this Agreement. All MATERIALS are available on a secure UC Davis Microsoft OneDrive/SharePoint, or on the <https://pcit.ucdavis.edu/pc-care/> website.

• PC-CARE Treatment Manual o Manual contains all forms and handouts, English and Spanish, needed for the training and provision of PC-CARE • PC-CARE Coding Manual • Sample PC-CARE Case and materials • PC-CARE TRAINING Videos

EXHIBIT B MHP PC-CARE TRAINING

SCOPE OF WORK

University of California, Davis, hereinafter referred to as “UC Davis”, will provide PC_CARE TRAINING to MHP. The PC-CARE TRAINING Program will be provided to selected staff members of the MHP. PC-CARE TRAINING Program consists of four (4) Training Tasks that will take place within the dates of this contract. At the conclusion of the PC-CARE TRAINING Program, the UC Davis PC-CARE Trainer will prepare a final report summarizing the training achievements and provide a certificate of training completion to MHP.

Definitions:

Basecamp – The project management program that UC Davis Trainer will use with participating trainees to track Competencies and provide informal communication (e.g., questions, updates).

Trainee – MHP clinician or home visitor selected to participate in PC-CARE TRAINING.

Client – refers to individual clients accessing services at MHP and willing to participate in PC-CARE.

PC-CARE – a 6 session dyadic treatment program for families that are interested in improving caregiver-child relationships and are willing to learn new child behavior management strategies. It serves families with children ages 1 to 10 years. A wide range of caregivers can participate, including biological parents, foster and kin caregivers, and adoptive caregivers. PC-CARE can be provided by mental health clinicians as a mental health intervention, and paraprofessionals as a prevention service.

• What does PC-CARE Look like? o Each week the caregiver and child attend a 1-hour session for a total of 7 weeks (including 1 pre-treatment assessment and behavior observation and 6 weeks of dyadic and coaching sessions). During each hour long session the provider checks in with the family, uses a brief child behavior screener to address behaviors in the past week, does a 10 minute didactic of new skills, and then coaches the caregiver for 30 minutes live in the moment to use the new skills during play with the child. At the end of the session the provider assigns “Daily CARE” to the caregiver to use the skills during play with the child for 5 minutes every day.

• Who is PC-CARE for? o PC-CARE is for any caregiver that is motivated to improve their relationship with their child and to learn new caregiving skills. Caregivers should have custody of the child, or have at least regular contact (e.g., foster, adoptive, relative, reunited parent that has at least supervised visits). Caregivers need to be willing to spend five minutes in play with their child on a daily basis. This program is

for children between the ages of 1 and 10 years who may have experienced a traumatic event, may be adjusting to a new home, or may be disruptive and defiant. PC-CARE has been adapted into a variety of protocols for a wide range of populations and needs: Spanish-speaking families, toddlers, older children, children with sexual behavior problems, children with ASD and IDD, and children with feeding problems.

PC-CARE Referrals – PC-CARE Referrals are children (“Clients”) between the ages of one (1) and ten (10) years who need parenting support or child behavior management strategies.

Telehealth Training – Using “Telehealth” equipment, (e.g., microphones, camera, web-based telecommunication system) UC Davis Trainer will consult with trainees from another location.

UC Davis Trainer – UC Davis staff member responsible for PC-CARE TRAINING. UC Davis Trainers use a team approach and are made up of licensed (e.g., Ph.D, or MFT) and unlicensed PC-CARE experts and providers operating under the scope and direction of the University of California, Davis.

A. Prior to commencement of Phase II Training MHP will:

1. Work with UC Davis Trainer to determine site equipment needs. Both UC Davis Trainer and MHP will mutually agree upon the site equipment needs and the date equipment is expected to be functioning.
 - MHP will use Zoom or other conference call software designated by UC Davis. MHP is expected to provide recording equipment for trainees to record PC-CARE Client sessions for training and review.
2. Obtain “Release of Information” from participating Clients of PC-CARE Program. Release of Information must include an informed consent for treatment with UC Davis PC-CARE Trainer(s) and consent to video record.

Expectations of PC-CARE trainees:

- 1) All PC-CARE trainees will arrange to be present for one hour per week on the designated training day for the first 9 weeks of Phase II PC-CARE TRAINING.
- 2) All PC-CARE trainees will record every session (7 sessions per Client) of PC-CARE training cases and upload recordings to UC Davis server until all competencies are completed.

Before seeing Clients

Activity

Weekly Group Calls & Sample Case (9.5 hrs. of group consultation calls)

Trainer Tasks 7 weeks of in-depth group consultation calls on how to conduct each session:

- First 6 group calls are each 1 hour long: includes 30 minutes of session didactic and 30 minutes of coding practice
- Final “Pre-Treatment Review” group call is 30 minutes
- These 7 group calls will take place before the trainees begin seeing their Clients

Trainee Requirements:

- Watch and code PC-CARE sample case video and complete a Session Video Worksheet before each call
- Code five additional videos each week
- E.g., week 1 = session 1 video, week 2 = session 2 video, etc.

While working with Clients

3 additional weeks of in depth group consultation calls on how to provide PC-CARE to special populations:

- Each group call is 1 hour long: includes 30 minutes to discuss special population manual appendix and 30 minutes of case consultation/discussion
- Special populations include: babies/toddlers, children with sexual behavior problems, children with ASD/IDD

Trainee Responsibilities

Difficult cases will be discussed regardless of provider carrying cases that fall under special population groups.

Activity

Individual Case Prep 7 individual prep calls with trainer before each session for trainee's first Client:

- 30 minute call to prep for each Client session
- To be done immediately before each session (e.g., same week, earlier that day)

Trainee Requirements:

- Record and review own videos and note areas where you performed well and areas where you could improve

Video Review & Competencies

9 hours of trainer video review per trainee:

- Trainers will review sections of Client videos and provide feedback via email and at the following prep call
- Trainer will sign off trainee competencies based on performance in video

Trainee Requirements:

- Record all sessions. Upload videos and coding sheets to a confidential UC Davis server web sharing system (Microsoft OneDrive/SharePoint)*

Additional Certification Requirements

Trainee will be certified after:

- Successfully graduating 2 cases
- o Please allow for 1 hour per week of treatment per Client, plus documentation, room set up, and progress notes

- Being signed off on all competencies

Providers will be eligible as "In House Trainers" after:

- Successfully graduating at least 6 cases

*Technical Requirements & Video Storage: • Trainees will be required to upload their Client videos to a confidential UC Davis server via Microsoft OneDrive/SharePoint. • Trainees will be required to have an active contract with UC Davis during the course of their training in order to house their Client videos on a UC Davis server through Microsoft OneDrive/SharePoint. • Only UC Davis PC-CARE Trainers and the trainee will have access to these videos for training purposes. • Videos will be deleted by UC Davis PC-CARE Trainers by the end of the contract.

Stock number:

7345208

Price:

\$0.00

Quantity:

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