INTERLOCAL AGREEMENT

Parent Child Interaction Therapy Training
and Consultation (PCIT)

This Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is issued pursuant to the Interlocal Cooperation Act, chapter 39.34 RCW.

<table>
<thead>
<tr>
<th>CONTRACTOR NAME</th>
<th>CONTRACTOR doing business as (DBA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harborview Medical Center</td>
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<tr>
<th>CONTRACTOR ADDRESS</th>
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<tr>
<td>Center for Sexual Assault Traumatic Stress Mail to 325 Ninth Ave Box 359947 Seattle, WA 98104</td>
<td>578-037-394</td>
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<tr>
<th>CONTRACTOR CONTACT</th>
<th>CONTRACTOR TELEPHONE</th>
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<tbody>
<tr>
<td>Laura Merchant</td>
<td>(206) 744-1600</td>
<td>(206) 744-1614</td>
<td><a href="mailto:lmerchan@uw.edu">lmerchan@uw.edu</a></td>
</tr>
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<tr>
<th>DSHS ADMINISTRATION</th>
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<tbody>
<tr>
<td>Childrens Administration</td>
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<tbody>
<tr>
<td>Andrea Goff</td>
<td>1115 Washington St SE</td>
<td><a href="mailto:goffas@dshs.wa.gov">goffas@dshs.wa.gov</a></td>
</tr>
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<tr>
<th>AGREEMENT START DATE</th>
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<tr>
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EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:

- No Exhibits.

The terms and conditions of this Agreement are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise regarding the subject matter of this Agreement, between the parties. The parties signing below represent they have read and understand this Agreement, and have the authority to execute this Agreement. This Agreement shall be binding on DSHS only upon signature by DSHS.

<table>
<thead>
<tr>
<th>CONTRACTOR SIGNATURE</th>
<th>PRINTED NAME AND TITLE</th>
<th>DATE SIGNED</th>
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<tbody>
<tr>
<td>Darcy Jaffe, RN, Chief Nursing Officer</td>
<td>DSHS/Children's Administration</td>
<td>6/1/18</td>
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<tr>
<td>Andrea, Contract Manager</td>
<td>DSHS/Children's Administration</td>
<td>6/5/2018</td>
</tr>
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</table>
DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
   
   a. "Central Contracts and Legal Services" means the DSHS central headquarters contracting office, or successor section or office.
   
   b. "Confidential Information" or "Data" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal or state laws. Confidential Information includes, but is not limited to, Personal Information.
   
   c. "Contract" or "Agreement" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, or materials incorporated by reference. The parties may execute this contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
   
   d. "CCLS Chief" means the manager, or successor, of Central Contracts and Legal Services or successor section or office.
   
   e. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
   
   f. "Debarment" means an action taken by a Federal agency or official to exclude a person or business entity from participating in transactions involving certain federal funds.
   
   g. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
   
   h. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 128 bits.
   
   i. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
   
   j. "Physically Secure" means that access is restricted through physical means to authorized individuals only.
   
   k. "Program Agreement" means an agreement between the Contractor and DSHS containing special terms and conditions, including a statement of work to be performed by the Contractor and payment to be made by DSHS.
   
   l. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at http://apps.leg.wa.gov/rcw/.
   
   m. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
DSHS General Terms and Conditions

n. "Secured Area" means an area to which only authorized representatives of the entity possessing the Confidential Information have access. Secured Areas may include buildings, rooms or locked storage containers (such as a filing cabinet) within a room, as long as access to the Confidential Information is not available to unauthorized personnel.

o. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.

p. "Tracking" means a record keeping system that identifies when the sender begins delivery of Confidential Information to the authorized and intended recipient, and when the sender receives confirmation of delivery from the authorized and intended recipient of Confidential Information.

q. "Trusted Systems" include only the following methods of physical delivery: (1) hand-delivery by a person authorized to have access to the Confidential Information with written acknowledgement of receipt; (2) United States Postal Service ("USPS") first class mail, or USPS delivery services that include Tracking, such as Certified Mail, Express Mail or Registered Mail; (3) commercial delivery services (e.g. FedEx, UPS, DHL) which offer tracking and receipt confirmation; and (4) the Washington State Campus mail system. For electronic transmission, the Washington State Governmental Network (SGN) is a Trusted System for communications within that Network.

r. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at http://apps.leg.wa.gov/wac/.

2. Amendment. This Contract may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.

3. Assignment. The Contractor shall not assign this Contract or any Program Agreement to a third party without the prior written consent of DSHS.


a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.

b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.

c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.

5. Compliance with Applicable Law. At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.

6. Confidentiality.

a. The Contractor shall not use, publish, transfer, sell or otherwise disclose any Confidential Information gained by reason of this Contract for any purpose that is not directly connected with Contractor's performance of the services contemplated hereunder, except:
DSHS General Terms and Conditions

(1) as provided by law; or,

(2) in the case of Personal Information, with the prior written consent of the person or personal representative of the person who is the subject of the Personal Information.

b. The Contractor shall protect and maintain all Confidential Information gained by reason of this Contract against unauthorized use, access, disclosure, modification or loss. This duty requires the Contractor to employ reasonable security measures, which include restricting access to the Confidential Information by:

(1) Allowing access only to staff that have an authorized business requirement to view the Confidential Information.

(2) Physically Securing any computers, documents, or other media containing the Confidential Information.

(3) Ensure the security of Confidential Information transmitted via fax (facsimile) by:
   (a) Verifying the recipient phone number to prevent accidental transmittal of Confidential Information to unauthorized persons.

   (b) Communicating with the intended recipient before transmission to ensure that the fax will be received only by an authorized person.

   (c) Verifying after transmittal that the fax was received by the intended recipient.

(4) When transporting six (6) or more records containing Confidential Information, outside a Secured Area, do one or more of the following as appropriate:

   (a) Use a Trusted System.

   (b) Encrypt the Confidential Information, including:
      i. Encrypting email and/or email attachments which contain the Confidential Information.
      ii. Encrypting Confidential Information when it is stored on portable devices or media, including but not limited to laptop computers and flash memory devices.

   Note: If the DSHS Data Security Requirements Exhibit is attached to this contract, this item, 6.b.(4), is superseded by the language contained in the Exhibit.

(5) Send paper documents containing Confidential Information via a Trusted System.

(6) Following the requirements of the DSHS Data Security Requirements Exhibit, if attached to this contract.

c. Upon request by DSHS, at the end of the Contract term, or when no longer needed, Confidential Information shall be returned to DSHS or Contractor shall certify in writing that they employed a DSHS approved method to destroy the information. Contractor may obtain information regarding approved destruction methods from the DSHS contact identified on the cover page of this Contract.

d. Paper documents with Confidential Information may be recycled through a contracted firm, provided the contract with the recycler specifies that the confidentiality of information will be protected, and
the information destroyed through the recycling process. Paper documents containing Confidential Information requiring special handling (e.g. protected health information) must be destroyed on-site through shredding, pulping, or incineration.

e. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of Confidential Information must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery. Contractor must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

7. **Debarment Certification.** The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (Debarred). The Contractor also agrees to include the above requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify DSHS if, during the term of this Contract, Contractor becomes Debarred. DSHS may immediately terminate this Contract by providing Contractor written notice if Contractor becomes Debarred during the term hereof.

8. **Governing Law and Venue.** This Contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.

9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this Contract. The Contractor and his or her employees or agents performing under this Contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this Contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such officer or employee.

10. **Inspection.** The Contractor shall, at no cost, provide DSHS and the Office of the State Auditor with reasonable access to Contractor’s place of business, Contractor’s records, and DSHS client records, wherever located. These inspection rights are intended to allow DSHS and the Office of the State Auditor to monitor, audit, and evaluate the Contractor’s performance and compliance with applicable laws, regulations, and these Contract terms. These inspection rights shall survive for six (6) years following this Contract’s termination or expiration.

11. **Maintenance of Records.** The Contractor shall maintain records relating to this Contract and the performance of the services described herein. The records include, but are not limited to, accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. All records and other material relevant to this Contract shall be retained for six (6) years after expiration or termination of this Contract.

Without agreeing that litigation or claims are legally authorized, if any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this Contract or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions. Terms or conditions that are more restrictive, specific, or particular than those contained in the General Terms and Conditions shall not be construed as being inconsistent or in conflict.

13. **Severability.** If any term or condition of this Contract is held invalid by any court, the remainder of the
DSHS General Terms and Conditions

Contract remains valid and in full force and effect.

14. **Survivability.** The terms and conditions contained in this Contract or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.

15. **Contract Renegotiation, Suspension, or Termination Due to Change in Funding.**

If the funds DSHS relied upon to establish this Contract or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, after the effective date of this contract but prior to the normal completion of this Contract or Program Agreement:

a. At DSHS's discretion, the Contract or Program Agreement may be renegotiated under the revised funding conditions.

b. At DSHS's discretion, DSHS may give notice to Contractor to suspend performance when DSHS determines that there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Contractor's performance to be resumed prior to the normal completion date of this contract.

   (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.

   (2) When DSHS determines that the funding insufficiency is resolved, it will give Contractor written notice to resume performance. Upon the receipt of this notice, Contractor will provide written notice to DSHS informing DSHS whether it can resume performance and, if so, the date of resumption. For purposes of this subsubsection, "written notice" may include email.

   (3) If the Contractor's proposed resumption date is not acceptable to DSHS and an acceptable date cannot be negotiated, DSHS may terminate the contract by giving written notice to Contractor. The parties agree that the Contract will be terminated retroactive to the date of the notice of suspension. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the retroactive date of termination.

c. DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice. DSHS shall be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination. No penalty shall accrue to DSHS in the event the termination option in this section is exercised.

16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the CCLS Chief or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Interlocal Agreements:

17. **Disputes.** Both DSHS and the Contractor ("Parties") agree to work in good faith to resolve all conflicts at the lowest level possible. However, if the Parties are not able to promptly and efficiently resolve,
through direct informal contact, any dispute concerning the interpretation, application, or implementation of any section of this Agreement, either Party may reduce its description of the dispute in writing, and deliver it to the other Party for consideration. Once received, the assigned managers or designees of each Party will work to informally and amicably resolve the issue within five (5) business days. If managers or designees are unable to come to a mutually acceptable decision within five (5) business days, they may agree to issue an extension to allow for more time.

If the dispute cannot be resolved by the managers or designees, the issue will be referred through each Agency's respective operational protocols, to the Secretary of DSHS ("Secretary") and the Contractor's Agency Head ("Agency Head") or their deputies or designated delegates. Both Parties will be responsible for submitting all relevant documentation, along with a short statement as to how they believe the dispute should be settled, to the Secretary and Agency Head.

Upon receipt of the referral and relevant documentation, the Secretary and Agency Head will confer to consider the potential options of resolution, and to arrive at a decision within fifteen (15) business days. The Secretary and Agency Head may appoint a review team, a facilitator, or both, to assist in the resolution of the dispute. If the Secretary and Agency Head are unable to come to a mutually acceptable decision within fifteen (15) business days, they may agree to issue an extension to allow for more time.

The final decision will be put in writing, and will be signed by both the Secretary and Agency Head. If the Agreement is active at the time of resolution, the Parties will execute an amendment or change order to incorporate the final decision into the Agreement. The decision will be final and binding as to the matter reviewed and the dispute shall be settled in accordance with the terms of the decision.

If the Secretary and Agency Head are unable to come to a mutually acceptable decision, the Parties will request intervention by the Governor, per RCW 43.17.330, in which case the governor shall employ whatever dispute resolution methods that the governor deems appropriate in resolving the dispute.

Both Parties agree that, the existence of a dispute notwithstanding, the Parties will continue without delay to carry out all respective responsibilities under this Agreement that are not affected by the dispute.

18. Hold Harmless. The Contractor shall be responsible for and shall hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to the Contractor's negligent acts or omissions or its performance or failure to perform this Agreement. DSHS shall be responsible for and shall hold the Contractor harmless from all claims, loss, liability, damages, or fines arising out of or relating to DSHS' performance or failure to perform this Agreement.

19. Ownership of Material. Copyright in all material created by the Contractor and paid for by DSHS as a part of this Interlocal Agreement shall be the property of the State of Washington. Both DSHS and Contractor may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the state of Washington. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material that the Contractor uses to perform this Interlocal Agreement but which is not created for or paid for by DSHS shall be owned by Contractor or such other party as determined by Copyright Law and/or Contractor's internal policies. Contractor hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to DSHS to use the materials for DSHS internal purposes.

20. Subrecipients.
DSHS General Terms and Conditions

a. General. If the Contractor is a subrecipient of federal awards as defined by 2 CFR Part 200 this Agreement, the Contractor shall:

(1) Maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity;

(2) Maintain internal controls that provide reasonable assurance that the Contractor is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs;

(3) Prepare appropriate financial statements, including a schedule of expenditures of federal awards;

(4) Incorporate 2 CFR Part 200, Subpart F audit requirements into all agreements between the Contractor and its Subcontractors who are subrecipients;

(5) Comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation; and


b. Single Audit Act Compliance. If the Contractor is a subrecipient and expends $750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

(1) Submit to the DSHS contact person the data collection form and reporting package specified in 2 CFR Part 200, Subpart F, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor;

(2) Follow-up and develop corrective action for all audit findings; in accordance with 2 CFR Part 200, Subpart F; prepare a “Summary Schedule of Prior Audit Findings” reporting the status of all audit findings included in the prior audit’s schedule of findings and questioned costs.

c. Overpayments. If it is determined by DSHS, or during the course of a required audit, that the Contractor has been paid unallowable costs under this or any Program Agreement, DSHS may require the Contractor to reimburse DSHS in accordance with 2 CFR Part 200.

21. Termination.

a. Default. If for any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, or if either party violates any of the terms and conditions contained in this Agreement, then the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given 15 working days to correct the violation or failure. If
the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party to the other party.

b. Convenience. Either party may terminate this Interlocal Agreement for any other reason by providing 30 calendar days' written notice to the other party.

c. Payment for Performance. If this Interlocal Agreement is terminated for any reason, DSHS shall only pay for performance rendered or costs incurred in accordance with the terms of this Agreement and prior to the effective date of termination.

22. **Treatment of Client Property.** Unless otherwise provided, the Contractor shall ensure that any adult client receiving services from the Contractor has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of the Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.
Special Terms and Conditions

1. Definitions Specific to Special Terms. The words and phrases listed below, as used in this Contract, shall each have the following definitions:

   a. "Agency" means a public or private agency or other organization providing services to DSHS clients.

   b. "Agreement" as the term is used in these Special Terms and Conditions means this Interlocal Agreement.

   c. "CA" means Children's Administration, which is an Administration within DSHS.

   d. "Child Abuse or Neglect" means the injury, sexual abuse, sexual exploitation, negligent treatment, or maltreatment of a child under circumstances, which indicate that the child's health, welfare, and safety is harmed. An abused child is a child who has been subjected to child abuse or neglect.

   e. "Client" means any child or adult who is authorized services by DSHS.

   f. "Consultant" means a person who is qualified by credential, background, or experience to assist in assessing, evaluating, counseling, or treating the client, and who provides technical, clinical, practical or other relevant assistance to the Contractor in the assessment, evaluation, counseling, or treatment of a client.

   g. "DCFS" means the Division of Children and Family Services, which is a division of Children's Administration.

   h. "Department of Children, Youth and Families" or "DCYF" means the Washington agency devoted exclusively to serve and support Washington state's youth and their families.

   i. "DLR" means the Division of Licensed Resources, which is a division of Children's Administration.

   j. "Family" means the birth parent(s), relative caregiver (kinship care), foster parent(s), and/or adoptive parent(s) who act(s) as caregiver(s) for a child.

   k. "PCIT" means Parent Child Interactive Therapy, an evidence based program for young children and parents that places emphasis on improving the quality of the parent-child relationship and changing parent-child interaction patterns.

   l. "PCIT consultation teams" are groups of trained CA providers who are contracted to provide PCIT services and who receive consultation on a monthly basis.

2. Purpose. The purpose of this Agreement is to provide training and consultation on the Parent Child Interaction Therapy (PCIT) to Children's Administration (CA) contractors who will provide the PCIT to CA clients.

3. Exhibit A. The Washington State Parent Child Interaction Therapy Quality Assurance and Improvement System is attached to this Agreement as Exhibit A.

4. Statement of Work. The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

   a. The Contractor shall provide training, technical assistance, and consultation on the Parent Child Interaction Therapy as a part of DSHS Children's Administration (CA) implementation of the program.
Special Terms and Conditions

b. The Contractor shall distribute and collect training evaluation forms from all participants at the end of each training session, using a form prescribed by CA.

c. The Contractor's services shall include, but are not limited to:

(1) Training for CA providers who are contracted to provide the Parent Child Interaction Therapy as outlined in the Washington State Parent Child Interaction Therapy Quality Assurance and Improvement System at: http://www.dshs.wa.gov/ca/partners/contractRates.asp;

(2) Ongoing PCIT consultation to Children's Administration contractors that provide Parent Child Interaction Therapy as outlined in the Washington State Parent Child Interaction Therapy Quality Assurance and Improvement System at: http://www.dshs.wa.gov/ca/partners/contractRates.asp;

(a) Such consultation shall be provided only by the CA approved PCIT consultant.

(b) The list identifying contracted providers who may receive this service will be provided by CA.


(4) Providing assistance with implementation of individual provider improvement plans when required according to specifications contained posted at: http://www.dshs.wa.gov/ca/partners/contractRates.asp; and

(5) Ongoing technical assistance to the assigned CA Program Manager.

d. The Contractor shall coordinate the following details with the assigned CA Program Manager:

(1) Delivery of all training and consultation services; and

(2) Determination of resources needed for all training sessions, including the number of trainers.

5. Consideration. Total consideration payable to Contractor for satisfactory performance of the work under this Agreement is up to a maximum of $45,000, including any and all expenses, and shall be based on the following:

a. Payment. The Contractor shall be paid for training, consultation and technical assistance provided to CA and the CA contracted providers subject to the following schedule:

(1) Clinical consultation

(a) $73.28 per hour for clinical consultation services to PCIT consultation teams;

(b) $73.28 per hour for live coaching to PCIT providers;

(c) $97.70 per hour for on-site live coaching to PCIT providers when travel required exceeds seventy-five (75) miles round trip (Travel time cannot be billed);

(d) $73.28 per hour for video tape review and feedback to PCIT providers;
Special Terms and Conditions

(e) $73.28 per hour for consultation services provided as part of model fidelity reviews or improvement plan processes;

(f) $73.28 per hour for PCIT Consultant meetings;

(g) Up to a maximum of $1465.50 for phone costs incurred as part of consultation services;

(2) Training

(a) Five (5) day PCIT Provider Training

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<th>Item</th>
<th>Cost</th>
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<tbody>
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<td>Naomi Perry's time at $781.60/day</td>
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<td>Admin Support</td>
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<td>Role Play actors</td>
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<td>Misc supplies &amp; duplication</td>
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<tr>
<td><strong>Total PCIT Training</strong></td>
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(b) PCIT Conference

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<td>Naomi Perry's time @ $781.60/day</td>
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</tr>
<tr>
<td>Honorarium</td>
<td>$7,500</td>
</tr>
<tr>
<td>Attendees</td>
<td>$500</td>
</tr>
<tr>
<td>Speaker Travel</td>
<td>$6,000</td>
</tr>
<tr>
<td><strong>Total PCIT Conference</strong></td>
<td><strong>$28,045</strong></td>
</tr>
</tbody>
</table>

(c) Up to a maximum of $1,500 for PCIT Booster Training.

b. Travel Expenses. Travel expenses incurred or paid by the Contractor shall be reimbursed at the current state rate and in accordance with the State of Washington Office of Financial Management Travel Regulations. Reimbursable travel expenses under this Agreement only include mileage, airfare, lodging and per diem rates. Airfare, car rental and lodging are reimbursable upon submitted receipts. Any out-of-state travel must be approved in advance by DSHS for travel expenses to be reimbursable under this Agreement. Travel expenses are included in the maximum Agreement amount for this Agreement.

6. Reports

The Contractor shall provide the following reports:

a. **Training Report**. A report, in the manner prescribed by CA, shall be submitted following the completion of initial training sessions, listing all individuals who successfully completed the training and are considered prepared to provide the Parent Child Interaction Therapy.

Participant evaluations of the training shall be submitted with each Training Report.

b. **Fidelity Report**. A fidelity report shall be provided every six months, on a form prescribed by CA, documenting the progress of each PCIT Provider involved in the Contractor's PCIT consultation group. This shall include observations from consultation, live coaching, and video tape reviews.

c. Reports shall be sent to:

   Tim Kelly, Program Manager
   DSHS / Children's Administration
   PO Box 45710
   Olympia, WA 98504-5710

d. Written reports containing confidential information must be submitted by secure email to the DSHS contact as identified for the reports listed in this Reports section. The DSHS Secure E-mail User Guide is available at: [http://www.dshs.wa.gov/ca/partners/intro.asp](http://www.dshs.wa.gov/ca/partners/intro.asp).

**Additional Data** - CA may request additional measurable service and outcome data for services provided by the Contractor. In the event CA so requests, CA commits to work with the Contractor to develop data elements. If so requested the Contractor agrees to provide data collection in a manner prescribed by CA.


The Contractor shall submit a monthly invoice for services performed under this Agreement on State of Washington Invoice Voucher forms (Form A-19), prepared in the manner prescribed by DSHS.

a. DSHS shall pay the Contractor upon acceptance by DSHS of a properly completed A-19 Invoice Voucher. The invoice shall describe and document the following:

   (1) Date and time period of service(s) performed; and

   (2) Description of work performed.

b. The voucher shall clearly indicate that it is "FOR SERVICES RENDERED IN PERFORMANCE UNDER DSHS AGREEMENT NO. 1865-27719 FOR THE MONTH OF ________, 2017/18"

c. The A-19 invoice vouchers shall be submitted to:

   Tim Kelly, Program Manager
   DSHS / Children's Administration
   PO Box 45710
   Olympia, WA 98504-5710

d. The Contractor shall contact the above Program Manager at (360) 902-7772 concerning billing
Special Terms and Conditions

questions.

e. The rates shall be as specified above in the section titled "Consideration" of this Agreement.

f. The Contractor shall bill for each month of service on a separate Form A-19. The A-19 shall state the month services were provided.

g. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of the Agreement.

h. Claims for payment must be received by DSHS no later than sixty (60) days from the date services were rendered.

i. CA will not be obligated to pay for services submitted more than three (3) months after the calendar month in which the services were performed.

j. DSHS shall make payment within thirty (30) days of receipt of a properly completed invoice for services.

k. DSHS may withhold payment to the Contractor if reports required under this Agreement are delinquent, i.e., not submitted within ten (10) working days of the due date, or incomplete.

8. Payment Only for Authorized Services

DSHS shall pay the Contractor only for authorized services provided in accordance with this Agreement. If this Agreement is terminated for any reason, DSHS shall pay only for services authorized and provided through the date of termination.

9. Funding Stipulations

a. Information for Federal Funding. The Contractor shall cooperate in supplying any information to DSHS that may be needed to determine DSHS or the client’s eligibility for federal funding.

b. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Agreement which would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Agreement, which would result in duplicate billing to different funding sources for the same service.

c. No Federal Match. The Contractor shall not use funds payable under this Agreement as match toward federal funds without the prior written permission of DSHS.

d. Supplanting. The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for services provided under this Agreement.

10. Recovery of Fees for Noncompliance

In the event the Contractor bills for services provided and is paid fees for services that DSHS later finds were either (a) not delivered or (b) not delivered in accordance with applicable standards or the requirements of this Agreement, DSHS shall have the right to recover the fees for those services from the Contractor, and the Contractor shall fully cooperate during the recovery process.

11. Prohibition of Use of Funds for Lobbying Activities
Special Terms and Conditions

The Contractor shall not use funds payable under the Agreement for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Agreement shall be paid to any person or organization to influence, or attempt to influence, either directly or indirectly, an officer or employee of any state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal Agreement or grant.

Any act by the Contractor in violation of this prohibition shall be grounds for termination of this Agreement, at the sole discretion of DSHS, and shall subject Contractor to such monetary and other penalties as may be provided by law.

12. Compliance Agreement

In the event that DSHS identifies deficiencies in Contractor’s performance under this Agreement, DSHS may, at its option, establish a Compliance Agreement. When presented with a Compliance Agreement, Contractor agrees to undertake the actions specified in the plan within the timeframes given to correct the deficiencies. Contractor’s failure to do so shall be grounds for termination of this Agreement.

13. Evaluation of Contractor

DSHS may evaluate the Contractor’s performance during the term of the Agreement. Areas of review may include, but are not limited to, the following:

a. Effectiveness of services;
b. Timeliness of services provided;
c. Effective collaborative efforts with DSHS;
d. Quality and clarity of reports;
e. Adherence to Agreement terms; and
f. Compliance with federal and state statutes.

14. Administrative Records

The Contractor shall retain all fiscal records that substantiate all costs charged to DSHS under this Agreement for a period of six years.

15. Auditing and Monitoring

a. If the Contractor is required to have an audit or if an audit is performed, the Contractor shall forward a copy of the audit report to the DSHS Contact listed on page 1 of this Agreement.

b. If federal or state audit exceptions are made relating to this Agreement, the Contractor must reimburse the amount of the audit exception, and any other costs including, but not limited to, audit fees, court costs, and penalty assessments.

c. The Contractor shall be financially responsible for any overpayments by DSHS/CA to the Contractor. The Contractor shall be financially responsible for any audit disallowances resulting from a federal or state audit which resulted from an action, omission or failure to act on the part of the Contractor.
Special Terms and Conditions

d. DSHS may schedule monitoring visits with the Contractor to evaluate performance of the program. The Contractor shall provide at no further cost to DSHS reasonable access to all program-related records and materials, including financial records in support of billings, and records of staff and/or subcontractor time.

16. Culturally Relevant Services

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community. The Contractor shall have a written recruitment policy which demonstrates that the Contractor is an equal opportunity employer. [link]

17. Resolution of Differences

In the event of any differences between the parties on matters related to the interpretation and implementation of this Agreement, the parties shall first attempt to resolve the difference informally between themselves at the local or regional level, by following the regional conflict resolution process.

If the parties are unable to resolve their difference as stated above, then either party may submit a request for dispute resolution as provided in the Section Disputes below.

A copy of the regional conflict resolution process is available from the DSHS Contact person listed on page 1 of this Agreement.

18. Disputes

a. Either party who has a dispute concerning this Agreement may submit a written request for dispute resolution. The amount of any rate set by law, regulation, or DSHS policy is not disputable. A party's written request for dispute resolution must include:

   (1) A statement identifying the issue(s) in dispute; and

   (2) Contractor's name, address and Agreement number.

b. The request must be mailed to the following address within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue, which is disputed.

c. A copy of the current Children's Administration's dispute resolution process is available at any time by written request.

d. Requests for dispute resolution or for a copy of the current Children's Administration's dispute resolution process should be sent to:

   DSHS/Children's Administration
   Attention Contracts Unit
   P.O. Box 45710
   Olympia, WA 98504-5710

e. This dispute resolution process is the sole administrative remedy available under this Agreement.

19. Braam Considerations
Special Terms and Conditions

In the event that Children’s Administration should need to include additional requirements relating to the services provided under this Agreement, as part of CA’s obligation to meet the requirements of Braam v. State of Washington, the parties agree to negotiate in good faith the incorporation of such additional requirements in this Agreement, either by an amendment to this Agreement or by a revised Agreement that would replace this Agreement.
Washington State Parent Child Interaction Therapy (PCIT)
Quality Assurance and Improvement System

Introduction

1. Principles of Quality Assurance and Improvement

   Given the sensitive nature of family therapy quality assurance information, it is important to clearly identify the principles of the model prior to implementation. The Washington State PCIT quality assurance and improvement system is based on the following principles:

   a. Sustaining quality delivery of PCIT services to families and seeking opportunities for improvement of PCIT services.

      Monitoring and Tracking provider model fidelity (sustaining quality) based on:

      (1) Reliable and valid measures

      (2) From multiple domains (adherence and competence)

   b. Identifying opportunities for improvement of PCIT services.

      Quality improvement (opportunities for improvement) is based on:

      (1) Ongoing, specific, and timely consultant feedback based on accurate measure of model fidelity (adherence and competence)

      (2) A systematic and individualized plan of therapist improvement

2. Initial Qualifications and PCIT training.

   a. Educational Requirement

      PhD or Master’s degree in Social Work, Psychology, Education, or related field –OR- Bachelor’s degree in the same with at least two (2) years relevant work experience.

   b. Pre-Training Requirements

      (1) Experience working with children and families.

      (2) Familiarity with Parent Child Interaction Therapy (Hembree-King & McNeil, 1995 disregard pg. 94-97), which is the PCIT Coach Training Manual.

   c. Required Initial Training

      (1) Successful completion of at least twenty-four (24) hours of approved classroom training from a qualified PCIT trainer/consultant.

      (2) Successful completion of at least one live coaching session following classroom training, observed/rated by a qualified trainer/consultant.
(3) Classroom training curriculum will include:

(a) Assessment of family appropriateness for PCIT treatment.

(b) Administration, scoring and interpretation of pre/post measures:
   i. Eyberg Child Behavior Inventory (ECBI)
   ii. Parenting Stress Index (PSI)
   iii. Fifteen (15)-minute observation with Dyadic Parent-Child Interaction Coding System (DPICS)

(c) Mastery criteria for Child Directed Interaction (CDI)/ Parent Directed Interaction (PDI) skills.

(d) Coding of parent-child interactions in CDI and PDI role-plays and video with at least 80% accuracy.

(e) Documentation of parent CDI/PDI skill mastery.

(f) Assessment of achievement of treatment objectives.

(g) Assessment of additional referral needs.

(h) Assessment of parental readiness for treatment termination.

(i) Documentation of progress/objectives achieved and discharge plan.

(j) Appropriate report writing formats and protocols.

3. Quality Assurance and Improvement Process

The quality assurance and improvement system is ongoing and applies to both clinic based and in home PCIT providers. The primary goal for new and experienced therapists is to identify problems of model fidelity and provide assistance so the therapist can improve their practice. The goal with newly trained PCIT providers is to identify concerns with model fidelity early so additional training and supervision can be provided; for experienced providers, the goal is to prevent model drift.

a. New Providers

(1) PCIT providers are considered new providers until they have received two PCIT Model Fidelity Reviews.

(2) Subsequent to the initial three-day training the following steps will occur during the first year of PCIT practice.
<table>
<thead>
<tr>
<th>Training/ Clinical Activity</th>
<th>Quality Assurance/Improvement Activity</th>
<th>Quality Improvement Activities/Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Initial Training</td>
<td>Observation</td>
<td>Overall assessment provided on all participants following initial training by PCIT Trainer / Consultant to provider agencies and CA contact</td>
</tr>
<tr>
<td>2. PCIT Cases:</td>
<td>Progress notes</td>
<td>Activity: PCIT Provider begins providing services with oversight from local team and PCIT trainer / consultant</td>
</tr>
<tr>
<td>On going, minimum of three (3) and maximum of twelve (12) at one (1) time.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Supervised Case Review:</td>
<td>Case discussion, video tape review.</td>
<td>Activity: PCIT inter/intra agency teams discuss cases and review video tapes and provide feedback to one another</td>
</tr>
<tr>
<td>On going, weekly staffing.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Monthly Consultation with PCIT Trainer/Consultant.</td>
<td>PCIT Trainer/Consultant provides one hour of clinical consultation in person or by phone.</td>
<td>Activity: Verbal feedback provided by PCIT Trainer/Consultant to PCIT provider</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Action: PCIT Trainer/Consultant incorporates feedback into inter/intra agency team discussion</td>
</tr>
<tr>
<td>5. Live Coaching:</td>
<td>On site or live remote coaching of PCIT provider.</td>
<td>Activity: Real time coaching/ feedback provided to PCIT provider</td>
</tr>
<tr>
<td>At least once in first six (6) months, additional as needed.</td>
<td></td>
<td>Action: PCIT Trainer / Consultant incorporates feedback into ongoing consultation and reports level of mastery to provider agency and CA contact</td>
</tr>
<tr>
<td>6. Video tape Review:</td>
<td>PCIT Trainer / Consultant reviews PCIT provider tapes.</td>
<td>Activity: Written and verbal feedback provided to PCIT provider, with follow up information to provider agency and CA contact</td>
</tr>
<tr>
<td>At least three (3) tapes in first six (6) months.</td>
<td></td>
<td>Action: PCIT Trainer / Consultant incorporates feedback into monthly consultation</td>
</tr>
</tbody>
</table>
7. PCIT Model Fidelity Review completed semi-annually.

Completion of PCIT Model Fidelity forms by PCIT Trainer / Consultant. Review of DPICS, ECBI, DPSI, and TAI scores for cases seen during past six (6) months.

**Activity:**
PCIT checklist completed by PCIT Trainer / Consultant

**Action:**
- a. Feedback provided to PCIT provider by PCIT Trainer / Consultant
- b. PCIT checklist summary provided to provider agency and CA contact
- c. Regional Administrators (RA) provided with PCIT level of model fidelity of each PCIT provider at their site by CA contact

b. Timeline for Experienced PCIT Providers

<table>
<thead>
<tr>
<th>Training/ Clinical Activity</th>
<th>Quality Assurance/Improvement Activity</th>
<th>Quality improvement Activities/Action</th>
</tr>
</thead>
</table>
| **1. PCIT Cases:**          | Progress notes                         | **Activity:**
| On going, minimum of 3 and maximum of 12 at one time. |                          | PCIT Provider provides services with oversight from local team and PCIT trainer / consultant. |
| **2. Supervised Case Review:** | Case discussion, video tape review | **Activity:**
| On going, weekly staffing |                          | PCIT inter/intra agency team discuss cases and review video tapes and provide feedback to one another. |
| **3. Monthly Consultation with PCIT Trainer/Consultant.** | PCIT Trainer/Consultant provides one hour of clinical consultation in person or by phone | **Activity:**
|                          |                          | Verbal feedback provided by PCIT Trainer/Consultant to PCIT provider |
| **Action:** |                          | **Action:**
|                          |                          | PCIT Trainer/Consultant incorporates feedback into inter/intra agency team discussion |
| **4. Video tape Review:**  | PCIT Trainer / Consultant reviews PCIT provider tapes | **Activity:**
| At least 1 tape per year |                          | Written and verbal feedback provided to PCIT provider, with follow up information to provider agency and CA contact |
|                          |                          | **Action:**
<p>|                          |                          | PCIT Trainer / Consultant incorporates feedback into monthly consultation |</p>
<table>
<thead>
<tr>
<th>Training/ Clinical Activity</th>
<th>Quality Assurance/Improvement Activity</th>
<th>Quality improvement Activities/Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. PCIT Model Fidelity Review completed semi-annually.</td>
<td>Completion of PCIT Model Fidelity forms by PCIT Trainer / Consultant Review of DPICS, ECBI, DPSI, and TAI scores for cases seen during past 6 months</td>
<td>Activity: PCIT checklist completed by PCIT Trainer / Consultant Action: a. Feedback provided to PCIT provider by PCIT Trainer / Consultant b. PCIT checklist summary provided to provider agency and Children's Administration contact. c. RA provided with PCIT level of model fidelity of each PCIT provider at their site by CA contact.</td>
</tr>
<tr>
<td>6. Booster Training</td>
<td>Annual Refresher</td>
<td>Activity: PCIT provider participates in an annual booster training on PCIT</td>
</tr>
<tr>
<td>7. Informal Improvement Plan: If scoring 'Fairly Well' in model fidelity or below after 6 (six) months of providing PCIT, not lasting more than three (3) months</td>
<td>PCIT Model Fidelity Review Video Tape Review</td>
<td>Activity: a. PCIT Model Fidelity forms completed b. Video tape reviewed for model fidelity (up to six (6) tapes) Action: a. Overall feedback provided to PCIT provider by PCIT Trainer / Consultant. b. Informal agreement developed outlining areas for PCIT provider to focus on in the next three (3) month period. (The informal improvement plan may include additional fidelity monitoring, Live Coaching, and/or additional training). c. Informal plan shared by PCIT Trainer/ Consultant with provider agency and CA contact. d. RA may be provided with elements of the informal improvement plan for the PCIT provider at their site by the CA, if deemed necessary.</td>
</tr>
<tr>
<td>Training/ Clinical Activity</td>
<td>Quality Assurance/Improvement Activity</td>
<td>Quality improvement Activities/Action</td>
</tr>
<tr>
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</tr>
<tr>
<td><strong>8. Formal Improvement Plan:</strong> Upon unsuccessful completion of informal improvement plan not to last more than six months.</td>
<td>PCIT Model Fidelity Checklist</td>
<td><strong>Activity:</strong>&lt;br&gt;a. PCIT Model Fidelity Checklist completed; <strong>b.</strong> Video tape reviewed for model fidelity (up to 6 tapes); and <strong>c.</strong> Informal improvement plan results reviewed.</td>
</tr>
<tr>
<td></td>
<td>Video Tape Review</td>
<td><strong>Action:</strong></td>
</tr>
<tr>
<td></td>
<td>Informal Plan Outcome</td>
<td>a. Overall feedback provided to PCIT provider by PCIT Trainer / Consultant;</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>b.</strong> Formal agreement developed in by PCIT Trainer / Consultant in concert with provider agency and CA contact outlining areas for PCIT provider to focus on in the next six (6) month period. (The formal improvement plan may include additional fidelity monitoring, Live Coaching, and/or re-training);</td>
</tr>
<tr>
<td></td>
<td></td>
<td>c. Formal plan presented to PCIT provider by PCIT Trainer / Consultant and CA contact;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>d. The RA will be informed of formal improvement plans by the CA contact; and</td>
</tr>
<tr>
<td></td>
<td></td>
<td>e. Any individual who does not successfully complete the formal improvement plan will be unable to provide PCIT under CA contracts.</td>
</tr>
</tbody>
</table>

c. **Timeline for PCIT Trainer / Consultants**

In addition to the elements listed above, PCIT Trainer / Consultants must meet the following requirements.

**Qualifications of a PCIT Trainer/Consultant**

(1) Is under Agreement with CA;

(2) Has completed PCIT training and is current a PCIT provider;

(3) Has successfully completed PCIT with at least ten families one hundred-twenty to two hundred ((120 to 200) hours of direct coaching);
(4) Provides, or has access to, a facility and the equipment necessary to conduct classroom training and observe live coaching;

(5) Maintains membership on the Washington PCIT List Serve;

(6) Attends State and/or National Conferences; and

(7) Participates and remains active in PCIT Leadership activities.

<table>
<thead>
<tr>
<th>Training/ Clinical Activity</th>
<th>Quality Assurance/Improvement Activity</th>
<th>Quality Improvement Activities/Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. PCIT Cases: On going, minimum of three (3).</td>
<td>Progress notes.</td>
<td>Activity: PCIT Provider begins providing services with oversight from local team and PCIT trainer / consultant.</td>
</tr>
<tr>
<td>2. Consultant meeting with CA Program Manager (monthly).</td>
<td>Discussion of local team consultation issues and statewide PCIT QA activities.</td>
<td>Activity: PCIT local team and provider issues and provide feedback to one another. Discussion to include: . Consistency in consultation practice; a. Problem solving of individual provider concerns; b. Materials and events needed to support the consultants, including research articles and new training materials; and c. Development of any improvement plans for providers.</td>
</tr>
<tr>
<td>3. Consultant Consultation (as needed).</td>
<td>Discussion of PCIT consultation issues with PCIT expert.</td>
<td>Activity: Discuss PCIT local team and provider issues to gain input on planning improvement activities.</td>
</tr>
</tbody>
</table>