

**CONTRACT #4**  
**RFS # 359.10-10215**  
**Edison # 44081**

**Department of Children's  
Services**

**VENDOR:**  
**Oregon Social Learning Center**  
**(OSLC) Developments, Inc.**



**Bill Haslam**  
Governor

**James M. Henry**  
Commissioner

MEMORANDUM

To: Leni Chick, Contract and Audit Coordinator  
Fiscal Review Committee

From: Suzanne G. White, Director of Contracts Management *sw*

Date: October 29, 2014

Subject: **Oregon Social Learning Center (OSLC) Developments, Inc.**

Please find as accompaniments to this summary memo the various supporting materials necessary for the review of contract #44081 with the Oregon Social Learning Center (OSLC) Developments, Inc. These services are being procured as a result of a Title IV-E waiver awarded to the Department of Children's Services (DCS) by the Department of Health and Human Services Administration for Children and Families. OSLC is only one of two Child Welfare entities that offer an evidence-based foster parent enhancement intervention model. OSLC was chosen because their model received a higher score as a promising evidence-based intervention model. In addition, the model addresses placement stability which is a major component of the Brain A. Settlement Agreement.

The request is within the 60-day requirement.

Your consideration of this request is appreciated.



Supplemental Documentation Required for  
Fiscal Review Committee

*Contact Name:	Suzanne G. White	*Contact Phone:	615-741-0581		
*Presenter's name(s):	Douglas Swisher &/or Suzanne White				
Edison Contract Number: <i>(if applicable)</i>	44081	RFS Number: <i>(if applicable)</i>	35910-10215		
*Original or Proposed Contract Begin Date:	February 01, 2015	*Current or Proposed End Date:	June 30, 2018		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A				
*Department Submitting:	Department of Children's Services (DCS)				
*Division:	Contracts Management Unit				
*Date Submitted:	October 29, 2014				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Oregon Social Learning Center Developments, Inc.				
*Current or Proposed Maximum Liability:	\$1,975,781.00				
*Estimated Total Spend for Commodities:	N/A				
<b>*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)</b>					
FY:2015	FY:2016	FY:2017	FY:2018	FY	FY
\$345,532.00	\$659,705.00	\$618,935.00	\$351,609.00	\$	\$
<b>*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)</b>					
FY:	FY:	FY:	FY:	FY	FY
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:	N/A				
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:	N/A				
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding	N/A				

Supplemental Documentation Required for  
Fiscal Review Committee

was acquired to pay the overage:			
<b>*Contract Funding Source/Amount:</b>			
State:	\$869,343.64	Federal:	\$1,106,437.36
<i>Interdepartmental:</i>		<i>Other:</i>	
If "other" please define:			
If "interdepartmental" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
N/A		N/A	
Method of Original Award: <i>(if applicable)</i>		Sole Source	
<p><b>*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?</b></p>		<p>Proposed cost is <b>\$1,975,781.00.</b></p> <p>The cost was determined through a detailed analysis of the cost of each deliverable by both the vendor and DCS</p>	
<p><b>*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.</b></p>		<p>There are only two evidence-based foster parent enhancement intervention models available to Child Welfare Agencies:</p> <ul style="list-style-type: none"> <li>• Oregon Social Learning, and</li> <li>• Together Facing the Challenge</li> </ul> <p>The Oregon model (KEEP) was selected because it is more aligned with the Department's child welfare practices and goals. KEEP on a scale of 1 to 5 scored a 3 as a Promising Research Evidence versus the other program scored a 2. KEEP is the only foster parent training that addresses placement stability for the time a child spends in custody.</p> <p>Additional justification is in the Special Request.</p>	

# Rule Exception Request

Route completed request, as one file in PDF format, via e-mail attachment sent to: [AgSprs.Agspr@sprn.gov](mailto:AgSprs.Agspr@sprn.gov)

**APPROVED**

\_\_\_\_\_  
**CHIEF PROCUREMENT OFFICER**  
 (Required for all Rule Exception Requests)

**APPROVED**

\_\_\_\_\_  
**COMPTROLLER OF THE TREASURY**  
 (ONLY for applicable statutorily required approvals e.g., records, annual report and audit, or monitoring provisions)

<b>Request Tracking #</b>	<b>35910-10215</b>
<b>1. Contract #</b>	44081
<b>2. Goods or Services Caption</b>	Title IV-E Demonstration Project - KEEP & R3 Case Planner
<b>3. Contractor</b>	OSLC Developments, Inc.
<b>4. Contract Period (with ALL options to extend exercised)</b>	41 months
<b>5. Contract Maximum Liability (with ALL options to extend exercised)</b>	\$ 1,975,781.00
<b>6. Rule(s) (for which the exception is requested)</b>  Please include citation and written explanation of Rule(s) to be excepted.	<b>Rule 0690-03-01-.17:</b>  The purpose of this Rule is to prescribe the necessary and prohibited contract clauses for contracts subject to these Rules. The form and content of all contract clauses shall be established by Central Procurement Office Policy. This Rule shall also prescribe a procedure for approving exceptions or modifications to contract clauses prescribed or prohibited by this Rule or Central Procurement Office Policy.
<b>7. Explanation of Rule Exception Requested</b>	The Department is seeking to add to the OSLC contract #44081 a clause that will allow the agency to safeguard its ownership and trademark rights to the intervention model that will be a part of the contract. The clause was reviewed and approved by DCS Legal (see approval document attached).
<b>8. Justification</b>	DCS sought and secured a Title IV-E waiver from the Department of Health and Human Services Administration for Children and Families (DOHHS) to operate a child welfare demonstration project. The demonstration project utilizes an intervention model designed and developed by The Oregon Social Learning Center (OSLC) Development, Inc. The intervention model - Keeping Foster Parents Trained and

	<p>Supported' and 'KEEP' are trademarks of Oregon Social Learning Center, Inc. ("OSLC") based in Eugene, Oregon, U.S.A.</p> <p>Given the ownership of the trademark, OSLC is requesting the addition of the clause identified below to the contract between the Department and the agency.</p> <p>DCS Legal has reviewed and approved the request as indicated in an attachment to this document.</p>
<p><b>Agency Head Signature and Date (contracting agency head or authorized signatory)</b></p> <p><i>James M. Lewis</i> <span style="float: right;"><i>11/10/14</i></span></p>	

- E.13. **Intellectual Property and Trademarks.** 'Keeping Foster Parents Trained and Supported' and 'KEEP' are trademarks of Oregon Social Learning Center, Inc. based in Eugene, Oregon, U.S.A. KEEP program manuals and related materials (collectively "Keep Program Materials") are protected by copyrights owned by Oregon Social Learning Center, Inc.. OSLC Community Programs, Inc. (subcontractor) is authorized, by agreement with Oregon Social Learning Center, Inc., to confer the right to the use of these trademarks and to the use of the KEEP Program Materials, owned by Oregon Social Learning Center, Inc., to STATE for as long as this Agreement is in effect and until the program is determined to be model-adherent and successful by obtaining facilitation approval through a protocol approved by Oregon Social Learning Center, Inc.. The R3 model is in the process of being copyrighted by Oregon Social Learning Center, Inc

The authorization for the continued use of the trademarks and the copyrighted materials by STATE will extend as long as STATE maintains at least one certified Facilitator and as long as current contractual arrangements between OSLC Community Programs and Oregon Social Learning Center regarding the use of the trademarks and copyrighted materials remains in effect. Maintenance of Certified Facilitator status requires systematic and ongoing Fidelity Review by OSLC Community Programs staff under contractual arrangements.

STATE hereby expressly agrees to and acknowledges the following information:

- 1) Oregon Social Learning Center, Inc. owns the trademarks 'KEEP' and 'Keeping Foster Parents Trained and Supported' and owns copyrights to the KEEP Program Materials;
- 2) STATE shall not distribute the Keep Program Materials or other copyrighted materials owned by Oregon Social Learning Center, Inc. outside STATE's organization without prior written consent of OSLC Community Programs and Oregon Social Learning Center, Inc.;
- 3) STATE shall not use the KEEP Program Materials or other copyrighted materials owned by Oregon Social Learning Center, Inc. for any other purpose other than implementation of KEEP services under this Agreement.
- 4) STATE agrees that it shall cease using the KEEP Program Materials or other copyrighted materials owned by Oregon Social Learning Center, Inc. or OSLC Community Programs and shall cease using the name KEEP or any trademark owned by Oregon Social Learning Center, Inc. or OSLC Community Programs if at any time contractual support services from OSLC Community Programs are terminated.

The parties acknowledge that their respective names, and any service marks, trademarks and/or logos they may have, are unique and proprietary, and that their individual reputations, goodwill, and ability to conduct business could be severely damaged by the misuse, change, or unauthorized use of their respective names, service marks, trademarks, or logos by the other party. Each party agrees not to make or encourage any use of the other party's name, service marks, trademarks, or logos without the express prior written authorization of the other party.



STATE OF TENNESSEE  
DEPARTMENT OF CHILDREN'S SERVICES

*Office of General Counsel*  
7<sup>th</sup> Floor, Cordell Hull Building  
436 6<sup>th</sup> Avenue North  
Nashville, TN 37243  
(615) 741-7236  
Fax: (615)-532-2348

November 7, 2014

Mr. Shay Oliphant  
Central Procurement Office  
William R. Snodgrass/Tennessee Tower  
312 Rosa L. Parks Avenue  
Nashville, TN 37243-1102

RE: Oregon Social Learning Center, Inc. Contract

Dear Mr. Oliphant,

Attached is a clause entitled "Intellectual Property and Trademarks". Oregon Social Learning Center has requested the inclusion of this clause in their contract with the Department of Children's Services. I have reviewed the clause and deemed it appropriate for inclusion in the contract.

This request seeks a standard approval for the use of these clauses in the execution of contracts. The language will remain substantially the same in each clause.

Thank you for your consideration of this request. If necessary, I would be happy to discuss with you at your convenience. I can be reached at 615.741.1404

Sincerely,

A handwritten signature in black ink that reads "Helen Rodgers".

Helen Rodgers  
Assistant General Counsel



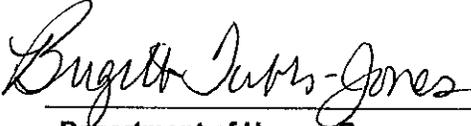
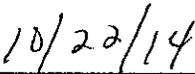
## HR Pre-Approval Endorsement Request E-Mail Transmittal

**TO :** Brigitte Tubbs-Jones, Employment Law Counsel  
Department of Human Resources  
E-mail : ~~Brigitte.Tubbs-Jones@tn.gov~~ DOHR.Contracts@tn.gov

**FROM :** Suzanne G. White  
E-mail : [Suzanne.g.white@tn.gov](mailto:Suzanne.g.white@tn.gov)

**DATE :** October 15, 2014

**RE :** Request for Human Resources Pre-Approval Endorsement

<b>Applicable RFS #</b>	35910-10218
<b>Human Resources Endorsement Signature &amp; Date:</b>	
 	
Department of Human Resources	

Department of Human Resources (HR) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with an individual; contracts that involve training State employees (except training pursuant to an information technology system procurement); or services relating to the employment of current or prospective state employees (interviewing, screening, evaluating, *et cetera*). This request seeks to ensure that HR is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate HR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

<b>Contracting Agency</b>	Department of Children's Services
<b>Agency Contact</b> (name, phone, e-mail)	Suzanne g. White 615-741-0581
<b>Attachments Supporting Request</b> (as applicable – copies without signatures acceptable)	
<input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed contract or amendment	
<b>Subject HR Service Description</b> (Brief summary of HR services involved. As applicable, identify the contract and solicitation sections related to the HR services.)	

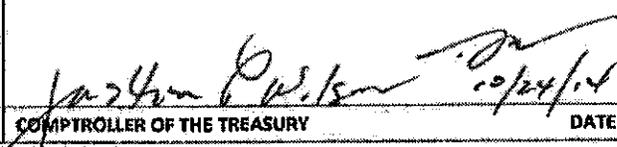
cy14-4213

# Special Contract Request

This form should be utilized to facilitate contract and procurement requests that require the Chief Procurement Officer's prior approval and that of the Comptroller of the Treasury, as applicable.

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.

Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

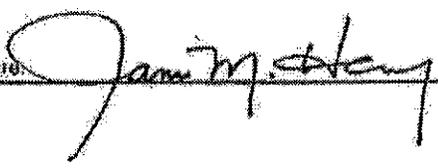
<p><b>APPROVED</b></p>	<p><b>APPROVED</b></p>
 CHIEF PROCUREMENT OFFICER	 COMPTROLLER OF THE TREASURY
DATE 10/29/14	DATE 10/24/14

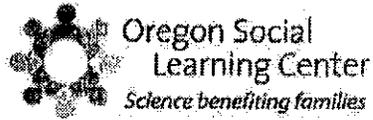
Request Tracking #	35910-10215
1. Contracting Agency	Department of Children's Services
2. Type of Contract or Procurement Method	<input type="checkbox"/> No Cost <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Proprietary <input type="checkbox"/> Competitive Negotiation <input type="checkbox"/> Other _____
3. Requestor Contact Information	Suzanne G. White <a href="mailto:Suzanne.g.white@tn.gov">Suzanne.g.white@tn.gov</a> 615-741-0581
4. Brief Goods or Services Caption	Consultation and Training
5. Description of the Goods or Services to be Acquired	The Contractor will provide training, consultation, oversight, technical assistance, data tracking, technical support, and fidelity reports to the Tennessee Department of Children's Services and its contracted foster care provider agencies ("providers") in order to support the implementation of the evidenced based model Keeping Foster and Kin Parents Trained and Supported (KEEP) and R3.
6. Proposed Contractor	Oregon Social Learning Center (OSLC)

<b>Request Tracking #</b>	<b>35910-10215</b>
<b>7. Name &amp; Address of the Contractor's principal owner(s)</b> – NOT required for a TN state education institution	<b>Patti Chamberlain</b> <b>OSLC Developments Inc.</b> <b>10 Shelton Mc Murphey Blvd.</b> <b>Eugene, OR 97401</b>
<b>8. Proposed Contract Period</b> – with ALL options to extend exercised The proposed contract start date shall follow the approval date of this request.	<b>60 months</b>
<b>9. Office for Information Resources Pre-Approval Endorsement Request</b> – Information technology (N/A to THDA)	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<b>10. eHealth Pre-Approval Endorsement Request</b> – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
<b>11. Human Resources Pre-Approval Endorsement Request</b> – state employee training	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
<b>12. Are these goods or services currently available on a statewide contract?</b> If YES, please explain why the current statewide contract is not being used for this procurement.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES,
<b>13. Maximum Contract Cost</b> – with ALL options to extend exercised	<b>\$ 2,200,000.00</b>
<b>14. Was there an initial government estimate?</b> If so, what amount?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES, \$
<b>15. Cost Determination Used-</b> How did agency arrive at the estimate of expected costs?	The cost of the services was negotiated with the Oregon Social Learning Center. The University has proprietary ownership of the model to be used for the waiver.
<b>16. Explanation of Fair and Reasonable Price-</b> Explain how agency determined that price is fair and reasonable	DCS considers the cost to be reasonable. The costs have been approved by the Department of Health & Human Services Administration for Children & Families.
<b>17. Documentation of Discussions with Contractor-</b> How did agency document discussions with Contractor? Attach documentation to this request as applicable.	The Department has ongoing discussions with the University via phone, fax and face-to-face as to the cost and services to be delivered.
<b>18. Explanation of Need for or requirement placed on the State to acquire the goods or services</b>	Services are pursuant to an approved Title IV-E waiver from the Department of Health and Human Services Administration for Children and Families to operate a child welfare demonstration project.

Request Tracking #	35910-10215
19. Proposed contract impact on current State operations	To expand title IV-E funds to children and families not usually eligible to claim such funds, permits reimbursement of allowable expenditures for foster care maintenance payment cost savings and to expand overall services.
20. Justification – Specifically explain why the goods or services should be acquired through the procurement method or contract type selected.	<p>The Child Welfare Waiver Demonstration authority provides states with an opportunity to use federal funds more flexibly in order to test innovative approaches to child welfare service delivery and financing. Using this option, states can design and demonstrate a wide range of approaches to reforming child welfare and improving outcomes in the areas of safety, permanency, and well-being.</p> <p>Under the terms &amp; conditions of the demonstration project the Department is obligated to:</p> <ul style="list-style-type: none"> <li>a. Increase positive outcomes for children and families, and improve their safety and well-being; and,</li> <li>b. Prevent child abuse, neglect and re-entry of children into foster care.</li> </ul> <p>DCS sought and secured a Title IV-E waiver from the Department of Health and Human Services Administration for Children and Families (DOHHS) to operate a child welfare demonstration project. The demonstration project utilizes an intervention model designed and developed by The Oregon Social Learning Center.</p> <p>There are only two evidence-based foster parent enhancement intervention models available to Child Welfare Agencies. The Oregon model was selected because it is more aligned with the Department's child welfare practices and goals. KEEP on a scale of 1 to 5 scored a 3 as a Promising Research Evidence versus the other program scored a 2. KEEP is the only foster parent training that address placement stability to address the time a child spends in custody.</p> <p>This initiative has been approved and funded by DOHHS.</p>
<b>For No Cost and Revenue Contracts Only</b>	

Request Tracking #	35910-10215
21. What costs will the State incur as a result of this contract? If any, please explain.	
22. What is the total estimated revenue that the State would receive as a result of this contract?	
23. Could the State also contract with other parties interested in entering substantially the same agreement? Please explain.	<input type="checkbox"/> NO <input type="checkbox"/> YES
24. Summary of State responsibilities under proposed contract	
For Sole Source and Proprietary Procurements Only	
25. Explanation of Need for or requirement placed on the State to acquire the goods or services	The requirements are part of the IV-E waiver Demonstration Project terms and conditions executed on March 03, 2014.
26. Evidence of Contractor's experience & length of experience providing the goods or services to be procured.	<p>The Oregon Social Learning Center is a non-profit, collaborative, multidisciplinary research center dedicated to increasing the scientific understanding of social and psychological processes related to healthy development and family functioning. We apply that understanding to the design and evaluation of interventions that strengthen children, adolescents, families, and communities.</p> <p>OSLC Developments (ODI) was founded in 1977 and since that time has administered projects funded by universities, state governments, United Way and foundations.</p>
27. Has the contracting agency procured the subject goods or services before? If yes, provide the method used to purchase the goods or services and the name and address of the contractor.	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES. Method: Name/Address:
28. Contractor selection process and efforts to identify reasonable, competitive, procurement alternatives	No efforts were made to competitively select the Contractor as the Oregon Social Learning Center is the sole proprietor of the intervention programs to be utilized under the IV-E waiver Demonstration Project.
Signature Required for all Special Contract Requests	

Request Tracking #	35910-10215
<b>Agency Head Signature and Date</b> – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented circumstances</i>	
Signature: 	Date: 10-20-14



October 17, 2014

Commissioner Jim Henry  
7<sup>th</sup> Floor Cordell Hull Building  
436 Sixth Avenue North  
Nashville, TN 37243

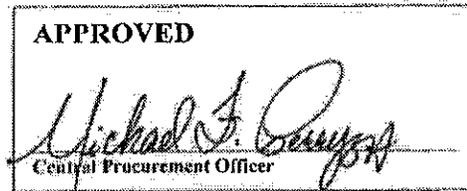
Dear Commissioner Henry,

This letter is to verify that the Oregon Social Learning Center (OSLC) is the copyright holder of the KEEP program. The R3 program is not yet copyrighted; however, OSLC is the sole proprietor of that model. OSLC Developments, Inc. is the implementation arm of OSLC.

Sincerely,

Rick Varnum  
Chief Operating Officer  
Oregon Social Learning center

## Sourcing Analyst Recommendation



**DATE:** Wednesday, October 22, 2014

**SUBJECT:** Special Contract Request 35910-10215

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**RECOMMENDATION:**

Approve Special Contract 35910-10215.

**ANALYSIS:**

Special Contract Request 35910-10215 is a sole source contract request for consultation and training with the Oregon Social Learning Center (OSLC).

The Department of Children's Services received Federal funding to design and implement a child welfare demonstration project. DCS researched and decided to use an intervention model designed by the Oregon Social Learning Center. There are only two evidence based foster parent enhancement intervention models available and the Oregon model was selected because it better aligned with the department's goals and received a better KEEP score. This project has been approved and funded by the Department of Health and Human Services (DOHHS).

**Options/Alternatives:**

Accept: Approve Special Contract Request 35910-10215

Reject: DCS is unable to utilize federal funds to innovate a child welfare demonstration project.

A handwritten signature in black ink that reads "Amber O'Connell". The signature is written in a cursive style.

**Amber O'Connell**  
Sourcing Analyst



# CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

<b>Begin Date</b> 02/01/2015	<b>End Date</b> 06/30/2018	<b>Agency Tracking #</b> 35910-10215	<b>Edison Record ID</b> 44081		
<b>Contractor Legal Entity Name</b> OSLC Developments, Inc.			<b>Edison Vendor ID</b> 182651		
<b>Service Caption</b> (one line only) Title IV-E Demonstration Project - KEEP & R3 Case Planner					
<b>Subrecipient or Vendor</b> <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		<b>CFDA #</b>			
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2015	152,034.08	193,497.92			345,532.00
2016	290,270.20	369,434.80			659,705.00
2017	272,331.40	346,603.60			618,935.00
2018	154,707.96	196,901.04			351,609.00
<b>TOTAL:</b>	<b>869,343.64</b>	<b>1,106,437.36</b>			<b>1,975,781.00</b>
<b>American Recovery and Reinvestment Act (ARRA) Funding:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO					
<b>Ownership/Control</b>					
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input checked="" type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:					
<b>Selection Method &amp; Process Summary</b> (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> RFP		The procurement process was completed in accordance with the approved RFP document and associated regulations.			
<input type="checkbox"/> Competitive Negotiation		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input checked="" type="checkbox"/> Non-Competitive Negotiation		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.			
<input type="checkbox"/> Other		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>OCR USE - FA</i>		
<b>Speed Chart</b> (optional)		<b>Account Code</b> (optional)			

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF CHILDREN'S SERVICES  
AND  
OSLC DEVELOPMENTS, INC**

This Contract, by and between the State of Tennessee, Department of Children's Services (DCS), hereinafter referred to as the 'State' and OSLC Developments, Inc., hereinafter referred to as the "Contractor," is for the provision of Title IV-E Demonstration Project, as further defined in the "SCOPE OF SERVICES."

The Contractor is a Non-Profit Corporation.  
Contractor Place of Incorporation or Organization: Oregon  
Contractor Edison Registration ID # 182651

**A. SCOPE OF SERVICES:**

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. The Contractor, as the sole proprietor of the intervention Keeping Foster and Kin Parents Trained and Supported (KEEP) and R3 case planner strategy, shall reinforce in each and every interaction with The Department of Children's Services (DCS), contracted foster care provider's case managers and parents/caregivers (including foster, kin, biological, and adoptive) the following principles:
1. Reinforce Effort - Positive effort that the parent has made;
  2. Reinforce Relationship and Role - Parent/child relationship is a positive aspect of the relationship; and,
  3. Reinforce Small Steps - A small step toward success.
- A.3. The Contractor shall provide training, consultation, oversight, technical assistance, data tracking, technical support, and fidelity reports to the DCS and its contracted foster care provider agencies in order to support the implementation of KEEP and R3. These services shall include:
1. Coordinate the collaboration for KEEP and R3 services;
  2. Provide the Computer Assisted Fidelity Environment (CAFE). CAFÉ data system, which tracks session participation, engagement, attendance and fidelity, and serves as the interface by which facilitators transmit session videos and records to the model developers; the tracking includes video uploads, post session attendance and feedback, participating families contact information, and coaching feedback. The website is HIPAA secure portal which allows Agency staff share all KEEP activity with contractor staff;
  3. Provide monthly performance reports, Supervisor's Observation to Understand Performance (SOUP). SOUP reports to Department and selected regions/provider agencies that describe group attendance, data entry, intervention fidelity, and other relevant performance information;
  4. The training and coaching services for R3 will each include these components
    1. Standard Training:
      - a. Provide on- site 1 day training on R3 for all DCS supervisors and administrative staff in the 10 pilot counties. Agency which will equal out to 31 trainings. This will be delivered in groups with a maximum of twelve (12) attendees; DCS staff will manage and approve registration; and Supervisor will receive certification.

- b. Provide monthly consultation sessions with supervisors and administrators at each site via video conference. The sessions will deal with implementation and logistical issues specific to each site, and will also include consultation regarding R3 fidelity based on video review of group supervision sessions between agency supervisors and case planners. In collaboration between DCS and contractor sites will be identified and schedule monthly session.
  - c. Review videos of group supervision sessions each month and provide feedback to supervisor as described above, on the degree to which R3 principles are integrated in the casework practice as well as the supervisory practice;
  - d. Provide semi-annual training on R3 via videoconference or on-site for all staff and supervisors. DCS staff will be responsible for coordinating this effort. All custodial and assessment staff will participate.
2. Cascade Training:
- a. 1-day Cascade Consultant and Trainer training. Given that supervisors have met fidelity standards and are certified in R3, the Agency may select up to two certified supervisors per region to received training to become a R3 Local Consultant and Trainer
  - b. Monthly consultation with local Consultant Trainers on their training and consulting efforts with their staff for up to 6 months.
3. Certification of eligible supervisors.
4. Semi-annual fidelity reviews for first year post certification and annual fidelity reviews for the second year post certification.
5. Web-based database and video tracking system/portal: Throughout the course of training, case workers are required to track their R3 sessions via a web-based database.
5. The training and coaching services for KEEP will each include these components:
1. Standard Training:
- a. Initial 6-day Training (Split into two 3-day trainings as described below). The training program for KEEP specialists includes an initial six-day workshop for each practice/model. The trainings are supplemented with sets of materials and relevant manuals for each practice. This will be an estimated 12 trainings with 10 to 12 each in a session.
  - b. The first 3-day training is designed to be attended by all custodial (?) caseworkers and supervisors. Additional agency staff such as administrators and support staff may attend with permission by the Trainers.
  - c. The second 3-day training will be attended by caseworkers/supervisors who are selected to run KEEP groups, and to will be eligible for certification in the KEEP model.
  - d. One hour of consultation by videoconference is provided 4 times per month for KEEP facilitators (in facilitator teams of 4). Supervisors are expected to attend a portion of these weekly consultation sessions.

- e. Once per month supervisor video conference call to focus on agency level issues involved in conducting KEEP and PTC intervention.
  - f. 2-day Booster trainings. Between months 6 and 9 months post initial trainings, a 2-day Booster training will be held.
2. Cascade Training:
- c. 3-day Cascade Consultant and Trainer training. Given that case workers have met fidelity standards and are certified by KEEP the Agency may select up to four certified case workers/supervisors per region to received training to become a KEEP Local Consultant and Trainer
  - d. 2 day Workshop training for local Consultant Trainers to prepare to conduct the 6 day initial training of new case workers and to conduct weekly consultation sessions with active facilitators of KEEP groups.
  - e. Semimonthly consultation with local Consultant Trainers on their training and consulting efforts with their staff.
3. Certification of eligible facilitators and local Consultant Trainers.
4. Semi Annual fidelity reviews for facilitators and local Consultant Trainers.
5. Web-based database and video tracking system/portal: Throughout the course of training, case workers are required to track their KEEP sessions via a web-based database.
6. Participate in periodic phone, videoconference, and in-person meetings with the IV-E waiver Executive Steering Committee. The contract will assess progress with implementation and troubleshoot issues as they arise;
7. Commence delivering training and coaching services for KEEP 3 months after the contract is awarded.
8. Participate in periodic phone, videoconference, and in-person meetings with the IV-E waiver Executive Steering Committee. The contract will assess progress with implementation and troubleshoot issues as they arise.
- A.4. The Contractor shall provide fidelity data to Chapin Hall for external analysis. The analysis shall provide information to DCS on the effectiveness of service delivery.
- A.5. Outcomes:
- 1. This multifaceted intervention KEEP and R3 shall generate a significant amount of data, both quantitative and qualitative. The Contractor shall, at a minimum, provide quarterly report findings and feedback to DCS for decision-making related to the design and implementation of the Waiver;
  - 2. The Contractor's evaluator shall provide monthly performance briefings to the DCS Executive Steering Committee;
  - 3. The contract shall provide fidelity data to Chapin Hall to inform the outcome evaluation, including caseworker and foster parent participation in training and coaching sessions, and scores on measures of fidelity for both KEEP and R3;
  - 4. The Contractor shall measure and ensure fidelity to the model and monitor fidelity throughout the contract period and report its findings to DCS;

5. The Contractor shall monitor and measure fidelity of R3 and KEEP to ensure fidelity of the model throughout the contract period and provide a report to DCS of their findings.

**B. CONTRACT PERIOD:**

This Contract shall be effective on February 01, 2015 (“Effective Date”), and extend for a period of Forty-One (41) months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

**C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed One Million, Nine Hundred Seventy-Five Thousand, Seven Hundred & Eighty-One Dollars (**1,975,781.00**). The payment rates in Section C.3 and the Travel Compensation provided in Section C.4 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in section C.1.
- a. The Contractor’s compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in section A.
  - b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

Service Description	Amount
<b>R3 OVERSIGHT</b>	<b>Per Hour</b>
R3 Consultant	\$ 160.00
R3 Oversight Manager	\$ 115.00
Project Coordinator	\$ 95.00
Quality Assurance/Data Reporting	\$ 36.00
<b>R3 TRAINING</b>	<b>Per Training Session</b>
Initial R3 Training for Supervisors	\$7,852.00
Initial R3 Training for Case Managers	\$1,834.00
Semi Annual Boosters (all uncertified supervisor & Case Managers)	\$1,661.00
Training for R3 Consultants	\$8,154.00

<b>R3 SUPPORT</b>	
Non Certified Supervisor: Support & Fidelity Monitoring	\$1,322.00
Local Agency Consultant Support & Fidelity Monitoring	\$1,178.00
<b>R3 FIDELITY MONITORING &amp; Certification</b>	
Certification Application / Review	\$1,133.00
Certified Supervisor: Fidelity Monitoring (1 <sup>st</sup> year and 2 <sup>nd</sup> year post certification)	\$417.00
<b>R3 Website</b>	<b>Per Person</b>
R3 Web Access Pre Certification	\$200.00
R3 Web Access Post Certification	\$100.00
<b>KEEP TRAINING</b>	<b>Per Training Session</b>
Materials	\$500.00
3 Days On-Site (all case planners and supervisors)	\$9,248.00
3 Days On-Site (case planners who will run groups and all supervisors)	\$9,248.00
1 Day On-Site KEEP Booster Training (with staff running groups)	\$4,899.00
5 Days On-site Consultation	\$13,214.00
Shadow G1 Trainer's 1 <sup>st</sup> Training	\$5,832.00
FAR Reliability Training	\$846.00
<b>KEEP CONSULTING</b>	<b>Per Consultation Session</b>
<b><i>Non Certified Facilitators: Support &amp; Fidelity Monitoring</i></b>	
Remote Consulting	\$643.00
On-site consulting & Supplemental training	\$2,700.00
<b><i>KEEP Facilitation Certification &amp; Certification Monitoring</i></b>	
1 <sup>st</sup> Certification	\$1,000.00
1 <sup>st</sup> Year post certification	\$1,000.00
2 <sup>nd</sup> Year post certification	\$500.00
<b><i>Local Consultant YR 1: Support &amp; Fidelity Monitoring</i></b>	
Remote/Video Consulting	\$400.00
On-site Consulting	\$3,115.00
G2 Fidelity Maintenance & Reporting	\$242.00
<b><i>Local Consultant YR 2: Support &amp; Fidelity Monitoring</i></b>	
Remote/Video Consulting	\$329.00
On-site Consulting	\$3,115.00
G2 Fidelity Maintenance & Reporting & G2 Session review (FAR rating)	\$180.00
<b><i>KEEP Local Consultant Certification &amp; Certification Monitoring</i></b>	<b>Per Person</b>
1st Local Agency Consultant Certification	\$1,500.00
1st Yr post Local Agency Consultant Certification (4 Fidelity checks)	\$1,000.00

per year)	
2nd Yr post Local Agency Consultant Certification (2 Fidelity checks per year)	\$500.00
<b>KEEP WEB ACCESS</b>	<b>Per Site</b>
<b><i>Per Site/Service Area Web Access Fee</i></b>	
Up to 10 groups per year	\$2,000.00
Up to 20 groups per year	\$4,000.00
<b><i>User Support</i></b>	
1 <sup>st</sup> Year Unlimited	\$4,000.00
Year 2 and beyond	\$50.00

\* NOTICE: The amount(s) per compensable increment detailed above shall be contingent upon the State's receipt of an invoice (as required in section C.5., below) for said service(s) within thirty (30) days after the end of the calendar month in which the service(s) were rendered. At the sole discretion of the State, the amount per compensable increment of any service for which the State receives an invoice later than prescribed herein shall be subject to a reduction in amount of up to 100%. In the case of an untimely invoice, before any payment will be considered by the State, the Contractor must submit a written request regarding the untimely invoice, which shall detail the reason the invoice is untimely as well as the Contractor's plan for submitting all future invoices no later than prescribed herein, and it must be signed by an individual empowered to bind the Contractor to this Contract.

C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and as approved by the Program Director of In-Home Tennessee, Network Development.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations."

C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service and for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Department of Children's Services  
Network Development  
436 6<sup>th</sup> Avenue North  
Nashville, TN 37243-3000

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
  - (1) Invoice Number (assigned by the Contractor)
  - (2) Invoice Date
  - (3) Contract Number (assigned by the State)
  - (4) Customer Account Name: Department of Children's Services, Network Development
  - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
  - (6) Contractor Name
  - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract

- (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)
- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
  - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
  - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
  - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
  - iv. Amount Due by Service
  - v. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

**D. STANDARD TERMS AND CONDITIONS:**

D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not

limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.

- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
  - b. Prior to the use of any subcontractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subcontractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subcontractors shall be maintained by the Contractor and made available to state officials upon request.
  - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
  - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
  - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.11. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.12. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

D.13. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.

D.14. State Liability. The State shall have no liability except as specifically provided in this Contract.

D.15. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.

D.16. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

D.17. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.

D.18. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.19. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.20. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

D. 21. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules").

a. Contractor warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Contract.

b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of the Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably

necessary to keep the State and Contractor in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver such information without entering into a business associate agreement or signing another such document.

- d. The Contractor will indemnify the State and hold it harmless for any violation by the Contractor or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Jennifer Williams, Director in-Home Tennessee  
[Jennifer.williams@tn.gov](mailto:Jennifer.williams@tn.gov)  
Department of Children's Services  
Cordell Hull Bldg., 8<sup>th</sup> Floor  
436 6<sup>th</sup> Avenue North  
Nashville, TN 37243-3000  
Phone: 615-253-4481

The Contractor:

Patti Chamberlain  
OSLC Developments Inc.  
10 Shelton Mc Murphey Blvd.  
Eugene, OR 97401  
[pattic@oslc.org](mailto:pattic@oslc.org)  
Telephone # 541-485-2711

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.
- E.5. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

- E.7. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.
- E.8. Public Accountability. If the Contractor is subject to *Tennessee Code Annotated*, Title 8, Chapter 4, Part 4 or if this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor shall display in a prominent place, located near the passageway through which the public enters in order to receive services pursuant to this Contract, a sign at least twelve inches (12") in height and eighteen inches (18") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER

TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

E.9. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

E.10. Federal Funding Accountability and Transparency Act (FFATA). This Contract requires the Contractor to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Contractor is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Contractor provides information to the State as required.

The Contractor shall comply with the following:

- a. Reporting of Total Compensation of the Contractor's Executives.
  - (1) The Contractor shall report the names and total compensation of each of its five most highly compensated executives for the Contractor's preceding completed fiscal year, if in the Contractor's preceding fiscal year it received:
    - i. 80 percent or more of the Contractor's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

(2) Total compensation means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

- b. The Contractor must report executive total compensation described above to the State by the end of the month during which this Contract is awarded.
- c. If this Contract is amended to extend its term, the Contractor must submit an executive total compensation report to the State by the end of the month in which the amendment to this Contract becomes effective.
- d. The Contractor will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

The Contractor's failure to comply with the above requirements is a material breach of this Contract for which the State may terminate this Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Contractor unless and until the Contractor is in full compliance with the above requirements.

E.11. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any

information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.12. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorneys fees, caused by attempts to enforce such provisions.
- E.13. Intellectual Property and Trademarks. 'Keeping Foster Parents Trained and Supported' and 'KEEP' are trademarks of Oregon Social Learning Center, Inc. based in Eugene, Oregon, U.S.A. KEEP program manuals and related materials (collectively "Keep Program Materials") are protected by copyrights owned by Oregon Social Learning Center, Inc.. OSLC Community Programs, Inc. (subcontractor) is authorized, by agreement with Oregon Social Learning Center, Inc., to confer the right to the use of these trademarks and to the use of the KEEP Program Materials, owned by Oregon Social Learning Center, Inc., to STATE for as long as this Agreement is in effect and until the program is determined to be model-adherent and successful by obtaining facilitation approval through a protocol approved by Oregon Social Learning Center, Inc.. The R3 model is in the process of being copyrighted by Oregon Social Learning Center, Inc.

The authorization for the continued use of the trademarks and the copyrighted materials by STATE will extend as long as STATE maintains at least one certified Facilitator and as long as current contractual arrangements between OSLC Community Programs and Oregon Social Learning Center regarding the use of the trademarks and copyrighted materials remains in effect. Maintenance of Certified Facilitator status requires systematic and ongoing Fidelity Review by OSLC Community Programs staff under contractual arrangements.

STATE hereby expressly agrees to and acknowledges the following information:

- 1) Oregon Social Learning Center, Inc. owns the trademarks 'KEEP' and 'Keeping Foster Parents Trained and Supported' and owns copyrights to the KEEP Program Materials;
- 2) STATE shall not distribute the Keep Program Materials or other copyrighted materials owned by Oregon Social Learning Center, Inc. outside STATE's organization without prior written consent of OSLC Community Programs and Oregon Social Learning Center, Inc.;
- 3) STATE shall not use the KEEP Program Materials or other copyrighted materials owned by Oregon Social Learning Center, Inc. for any other purpose other than implementation of KEEP services under this Agreement.
- 4) STATE agrees that it shall cease using the KEEP Program Materials or other copyrighted materials owned by Oregon Social Learning Center, Inc. or OSLC Community Programs and shall cease using the name KEEP or any trademark owned by Oregon Social Learning Center, Inc. or OSLC Community Programs if at any time contractual support services from OSLC Community Programs are terminated.

The parties acknowledge that their respective names, and any service marks, trademarks and/or logos they may have, are unique and proprietary, and that their individual reputations, goodwill,

and ability to conduct business could be severely damaged by the misuse, change, or unauthorized use of their respective names, service marks, trademarks, or logos by the other party. Each party agrees not to make or encourage any use of the other party's name, service marks, trademarks, or logos without the express prior written authorization of the other party.

**IN WITNESS WHEREOF,**

**OSLC DEVELOPMENTS, INC:**

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**CONTRACTOR SIGNATURE**

**DATE**

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**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF CHILDREN'S SERVICES:**

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**JAMES M. HENRY, COMMISSIONER**

**DATE**

**ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE**

<b>SUBJECT CONTRACT NUMBER:</b>	44081
<b>CONTRACTOR LEGAL ENTITY NAME:</b>	<b>OSLC DEVELOPMENTS, INC</b>
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b> (or Social Security Number)	26-0423551

**The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.**

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**CONTRACTOR SIGNATURE**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

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**PRINTED NAME AND TITLE OF SIGNATORY**

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**DATE OF ATTESTATION**