

**FY2020 Children’s Services Act (CSA) Provider Agreement**  
*(Licensed Provider version)*

**Introduction**

This Children’s Services Act (CSA) Provider Agreement (Agreement) is effective as of the 1st day of July, 2019, by and between the City of Charlottesville Community Policy and Management Team (CPMT), hereinafter referred to as the “**Buyer**,” and \_\_\_\_\_, hereinafter referred to as the “**Provider**.”

Whereas, the **Buyer** is authorized to enter into agreements for services pursuant to Virginia Code § 2.2-5200 et seq.; and

Whereas, this Agreement shall set forth the terms and conditions, parameters, guidelines, and expectations that must be met by any **Provider** of services to any and all children and/or families receiving services through the **Buyer**; and

Whereas, the City of Charlottesville Department of Social Services (CDSS) is the Fiscal Agent for the **Buyer**; and

Whereas, the **Provider** has established itself as a qualified **Provider** of services for children and/or families, and meets all applicable State and Federal standards relative to such services to be provided hereunder.

NOW, THEREFORE, the parties do hereby mutually agree to the following terms and conditions:

**A. Purchase of Services Order**

**1. Requirement for POSO.** A Purchase of Services Order (POSO) shall be issued for all discrete services that are to be provided by the **Provider** for children and families receiving services through the **Buyer**. No services shall be administered to a child and/or family without (i) a POSO authorizing such discrete services signed either by the Fiscal Agent or an authorized representative of the **Buyer** and signed by the **Provider** or (ii) an initial letter of guarantee issued by an authorized representative of the **Buyer** which outlines the conditions of the guarantee and confirms that FAPT approval for the discrete services has been obtained. The **Buyer** shall issue a POSO as soon as is practicable after an initial letter of guarantee. **Provider** shall sign the POSO and comply with it in all respects as if it had been issued pursuant to Section A(1)(i).

**2. Contents of POSO.** The POSO shall define the terms of purchase and service delivery to a specific child and/or family. The POSO shall include the term of service and the type of services to be rendered to the child and/or family. The child’s Individual Family Services Plan (IFSP) shall be considered by the **Provider** and the **Buyer** in determining the proposed objectives, the term of service and the types of services to be rendered to the child and/or family.

A POSO setting forth a description of the services and the duration thereof will be presented to the **Provider** on a child and/or family specific basis when the **Buyer** chooses to purchase services. The **Provider** shall charge the **Buyer** only as authorized by a POSO signed by the **Buyer’s** Fiscal Agent. The **Provider** shall charge only for actual services rendered. The

charge shall not exceed the authorized amount on the POSO. Such POSOs are incorporated into this Agreement by reference. The **Provider** has the right to refuse to accept the **Buyer's** POSO.

For all children and/or family receiving services from the **Buyer, Provider** and **Buyer** shall execute a POSO provided by the **Buyer. Provider** is hereby notified that although each POSO is required to be prepared by the **Buyer**, it must also be accepted and signed by the **Buyer's** Fiscal Agent to become binding upon **Buyer**. Upon receipt of a proposed POSO, **Provider** shall sign and return such POSO to **Buyer** within five (5) business days.

**3. Charges Under POSO.** The **Provider** agrees to charge the **Buyer** for only those services described in the POSO and in accordance with the Billing provisions of Section B of this Agreement. The **Provider** shall invoice for allowable, reasonable, and necessary service costs in accordance with the categories applicable to Title IV-E, Medicaid, and other identified alternative funding source as directed by the **Buyer**.

**4. Adjustment or Termination of POSO by Buyer.** The **Buyer** may adjust or terminate the POSO at any time because of changes in the child's eligibility for or progress with services or if the **Buyer** deems it to be in the child's best interest to terminate the services and the POSO. The **Buyer** may adjust or terminate the POSO at any time to comply with changes in state legislation. In the event that the **Buyer** becomes unable to honor any or all approved POSOs for causes beyond the **Buyer's** reasonable control, including but not limited to, failure to receive promised funds from federal, state, or local government sources or donor default in providing matching funds, the **Buyer** may terminate or modify any or all POSOs issued pursuant to this Agreement as necessary to avoid delivery of services for which the **Buyer** cannot make payment. The **Buyer** shall notify the **Provider** immediately when **Buyer** becomes aware of such a cause for termination.

**5. Termination of POSO by Provider.** In the event of **Provider's** termination of a POSO, all reasonable efforts will be made to give the **Buyer** ten (10) days written notice prior to termination of services to the child. If there are extenuating circumstances making it impossible for ten (10) days notice, then such notice shall be as soon as practicable. Written notice shall include the specific reason(s) for terminating services to the child.

**6. Termination of POSO for Conduct of Provider and Provider's Employees.** The **Provider** is responsible for the conduct of its employees at all times during the delivery of services hereunder. Should a complaint be made against any of its employees for inappropriate conduct, as determined by the **Buyer**, the **Provider** shall remove that person from the job immediately and for the duration of this Agreement and any POSOs. If a complaint about the **Provider's** conduct is received and the complaint is deemed by the **Buyer** to indicate inappropriate conduct on the part of the **Provider**, the **Provider** agrees that the **Buyer** has the right to terminate this Agreement and all POSOs between the **Buyer** and the **Provider** immediately. The **Provider** shall receive payment for all services rendered prior to the time of termination under this provision.

## **B. Billing**

**1. Monthly Billing.** The **Provider** shall bill the **Buyer** on a monthly basis by returning the completed **Buyer** invoice for all services rendered to a child and/or family pursuant to a POSO within a single billing cycle. Billing cycles shall be one month long. The **Buyer** agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice. **The Buyer shall not be obligated to pay and the Provider shall not be entitled to demand payment for services rendered to a child when the Provider fails to submit an invoice to the**

**Buyer for such services within forty-five (45) calendar days following the end of the billing cycle during which such services were provided.**

**\*\* Under no circumstance will the Buyer be required to make payment for services rendered in FY2019 after August 31, 2019. Under no circumstance will the Buyer be required to make payment for services rendered in FY2020 after August 31, 2020.\*\***

**2. Content of Invoices.** The invoice shall identify the CSA-eligible child, the services authorized for the child and/or family member(s), the date of service, and the quantity or length of service. The amount billed for services shall be the amount agreed upon in the POSO authorizing services to the child and/or family member(s) to whom the service was provided. The **Provider** agrees to bill and the **Buyer** agrees to pay for only those services authorized by the POSO for a specific child and/or family.

The **Provider** shall bill the **Buyer** for the actual number of hours and fifteen (15) minute increments of service provided to the child and/or family.

The **Provider** shall not charge or accept from the **Buyer** more than the **Provider** charges other buyers of the same service. Additionally, the **Provider** shall not invoice the **Buyer** a greater number of units of any service than are specified in the POSO unless the **Buyer** specifically authorizes such increase in writing. The **Provider** shall invoice the **Buyer** only for services actually delivered. The **Provider** shall not submit any billings for services provided prior to the “Effective Date” of the POSO. The **Provider** shall invoice the **Buyer** each calendar month on invoice forms supplied by the **Buyer** and shall submit an invoice showing no services delivered pursuant to a POSO for any month in which services are not delivered. Invoices, which are correct and are received by the **Buyer** shall be processed and paid no later than forty-five (45) calendar days from receipt of invoice. Invoices received which are not correct shall be returned to the **Provider** for correction.

**3. Incorrect Invoices.** The **Buyer** shall return incorrect invoices without payment to the **Provider** for correction within forty-five (45) days of receipt of the invoice.

Within fifteen (15) days of receipt of the returned invoice, the **Provider** shall correct any incorrect invoice and re-submit the corrected invoice to the **Buyer** for payment. If the **Provider** finds that the invoice is correct, the **Provider** shall forward a written explanation for the invoice with supporting documents to the **Buyer** within fifteen (15) days of receipt of the returned invoice. If the **Provider’s** notification and supporting evidence are not received by the **Buyer** within the fifteen (15) day limit, then the **Buyer** shall not be obligated to make payment upon any disputed portion of the invoice. The **Provider** shall immediately notify the **Buyer** of any overpayment for services by the **Buyer**.

**4. Medical Services (For Placements Only).**

**Check Here if Not Applicable**

All outside medical services shall be approved by the **Buyer** prior to the client receiving the services, unless they are of a nature requiring immediate emergency assessment and to prevent life threatening or serious debilitating medical deterioration.

In those instances when payment from an insurance company, such as Virginia Medicaid, is sought by the **Provider**, the forty-five (45) day requirement is suspended provided the **Provider** immediately notifies the **Buyer** of this contingency. Forty-five (45) calendar days following receipt by the **Provider** of said insurance payments, the **Provider** shall be required to submit invoices for the balance due if applicable However, under no circumstance will the Buyer be required to make payment for FY2019 after August 31, 2019 or to make payment for FY2020 after August 31, 2020.

## **5. Unauthorized Absences (For Placements Only).**

### **Check Here if Not Applicable**

In the event the child leaves a facility/placement without authorization for more than forty-eight (48) consecutive hours, the **Buyer** will discontinue payment for room and board and other services after the second day of unauthorized absences. **Provider** will contact **Buyer** after forty-eight (48) hours to negotiate continued stay on a case-by-case basis to avoid disruption of placement and/or loss of Medicaid authorization.

**6. Incorrect Payment.** If the **Provider** feels that a payment received for services invoiced is incorrect, the **Provider** must notify the **Buyer** in writing of the questioned payment within forty-five (45) calendar days after the receipt of the payment. Supporting evidence must accompany such notification. The **Buyer** must correct any error found or respond in writing to the **Provider** why no error exists within the forty-five (45) calendar days after the receipt of the **Provider's** notification. If the **Provider's** notification and supporting evidence are not received by the **Buyer** within the forty-five (45) calendar day limit, the **Buyer** is not obligated to make any adjustments to the questionable payment. If the **Provider** feels that the payment received for services invoiced was an overpayment, then the **Provider** must notify the **Buyer** immediately.

**7. Double Billing.** The **Provider** guarantees that any costs incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, state, or locally financed program in either the current or a prior period.

No fee shall be imposed by the **Provider** upon the child and/or family pursuant to this Agreement.

**8. Disputes.** Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by negotiation and agreement shall be referred to the CPMT for further consideration. Their decision is final and shall be reduced to writing which the CPMT shall give to the **Provider**. This provision shall not preclude the **Provider** from exercising any rights under the law for failure of the **Buyer** to comply with the terms of this Agreement.

## **C. Accounting and Record Keeping**

The **Provider** and any subcontractor shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable state, federal and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Agreement and all income from any source. If required, the **Provider** shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Agreement and any POSO for a child under the supervision or authority of the **Buyer** on forms designated by the **Buyer**.

The **Provider** shall maintain and retain all books, records, and other documents relative to this Agreement and any POSO for a child and/or family receiving services through the **Buyer** for three (3) years after any final payment pursuant to this Agreement and any POSO for a child and/or family receiving services through the **Buyer** or as long as necessary for purposes of any unresolved state or federal audit. The **Buyer**, its authorized agents, and State and Federal auditors shall have full access to and the right to examine any of the said materials during an audit or specific to children served by this Agreement during said period. In the event an audit shows that **Provider** expended or received **Buyer's** funds improperly, **Provider** shall provide full restitution to **Buyer**.

Reports, studies, photographs, or other documents prepared by **Provider** in the provision

of services to **Buyer's** client(s) shall be the property of **Buyer**. **Provider** shall not use, willingly allow to be used, or cause such materials to be used for any purpose which has not been authorized by **Buyer**.

To the extent HIPAA regulations apply to any documents or information coming into **Provider's** possession, **Provider** agrees to comply with such rules and regulations.

#### **D. Services**

**1. Quality.** The **Provider** shall provide services at or above the quality standard in the industry at which the service is rendered. The description of services shall be provided along with the published **Provider's** Rate Sheet at the execution of this Agreement. The **Provider** shall permit representatives of the **Buyer** to conduct program and facility reviews to assess service quality and compliance with the IFSP of any child under the supervision or authority of the **Buyer**. Such reviews shall include, but are not limited to, meetings with consumers, review of services records, review of service policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child and/or family receiving services through the **Buyer**, and meeting with any staff directly or indirectly involved in the provision of services to any child and/or family receiving services through the **Buyer**. Such reviews may occur as deemed necessary by the **Buyer** and may be unannounced. **Buyer** may employ or retain the services of a Utilization Review Clinician. **Provider** shall allow **Buyer's** Utilization Review Clinician access to its facilities and to **Provider's** books and records relating to services paid for by **Buyer** and rendered to **Buyer's** clients (subject to applicable legal requirements). Further, upon request, **Provider** shall complete such additional forms or reports as may be requested by the Utilization Review Clinician in the performance of his or her official responsibilities.

**2. Changes.** The **Provider** shall notify **Buyer** of any changes in service delivery, which alter the level or quality of service provided, or the expected outcomes set forth at the initiation of the contracted service. Substantial changes in the proposed delivery of services from that stated by the **Provider** or that is stated in the published **Provider's** Rate Sheet, whether actual or anticipated, such as, but not limited to, changes in services quality, key personnel, ability to provide specified volumes of services, submitted budgetary data, or compliance with applicable State and/or Federal standards shall be reported in writing to the **Buyer** within five (5) days of the occurrence.

**3. Rates.** The rates for services provided to a specific child and/or family by the **Provider** shall be set forth in the POSO for the child and/or family. The **Provider** may not increase the rate for any service described in a POSO during the term of this Agreement. The **Provider** is requested to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the Agreement year.

The **Provider** shall provide to the **Buyer** written notice of any planned rate increase thirty (30) days prior to the initial month of the **Buyer's** next fiscal year. Such written notice shall contain the justification for the increase and shall be submitted to the **Buyer's** Fiscal Agent.

**\*\*Following the directive of the General Assembly:** Notwithstanding any other provision of law, the rates paid by localities to providers of private day special education services under the Children's Services Act shall not increase more than two percent above the rates paid in the prior fiscal year. This provision shall take effect July 1, 2019, such that the rates paid in fiscal year 2020 shall not increase more than two percent over the rates paid in fiscal year 2019. All

localities shall submit their contracted rates for private day education services to the Office of Children's Services by August 1 of each year.\*\*

Services shall be provided at either the rate(s) published by **Provider** on the **Provider Rate Sheet** as of July 1 of the fiscal year in which the services were delivered or the Medicaid rate(s) for applicable fiscal year. The July 1 rate shall be specified within the POSO executed by **Provider** and **Buyer** for a specific client, and **Provider** shall not charge **Buyer** a higher rate during that fiscal year. All rates specified within a POSO shall be inclusive of any and all costs of whatever nature (including incidentals or reimbursable items) for which **Buyer** may be charged by **Provider**. The **Provider** shall immediately notify **Buyer** if the rates or fees contained in any POSO are lowered during the period covered by the POSO, whereupon, **Buyer** shall be entitled to require **Provider** to amend existing POSOs to conform to the lower rate(s). Mileage reimbursement shall be no greater than the applicable IRS mileage rate. Certain reimbursements from the **Buyer** may be limited to rates established by CPMT policy, which can be accessed at [www.charlottesville.org/CSA](http://www.charlottesville.org/CSA).

**4. Maintenance.** The **Buyer** cannot make any additional payment or reimbursement to the **Provider** or to a foster parent for the following items considered by the state to be included in the Room and Board or Basic Foster Care Maintenance payment:

School Supplies: Costs associated with books, materials, and supplies necessary for a child's education.

Child's personal incidentals: Incidental costs associated with the personal care of a child such as; items related to personal hygiene; cosmetics; over-the-counter medications and special dietary foods; infant and toddler supplies, including high chairs and diapers; and fees related to activities including recreation. Also includes monthly allowance as applicable.

Clothing: Costs associated with providing and maintaining the clothing for the child. These costs may include the costs of the clothing itself, laundry, and dry cleaning. *(This is separate from the annual Supplemental Clothing Allowance for which a foster child may be eligible.)*

**5. Payment for Court Testimony.** The **Provider** acknowledges that by the nature of the services rendered pursuant to this Agreement there exists the possibility that evidence and/or testimony will be needed from the **Provider**, its employees, and agents. Unless such testimony is compensable expert testimony as defined below, court appearances and testimony shall not be compensable.

The **Buyer** may reimburse the **Provider** for expert witness court testimony when the **Provider** is subpoenaed as a witness by the Guardian *ad litem*. The court defines expert witnesses to be those with specialized knowledge, skill, experience, training, or education, those maintaining certain licenses to perform their work, and those who have conducted training in a particular subject or who have authored writings pertaining to a particular subject. A court may qualify someone expert if a previous court has recognized him or her to be so. An expert witness is further defined as one who will synthesize and analyze facts, draw inferences from facts, circumstances, or data, and prepare and render an opinion. Expert witnesses are expected to provide expert opinions on expectations for future progress or improvement and for opinions on what would be needed to obtain such progress in light of clinically identified barriers. Expert witnesses are also able to shed light on a topic about which a "fact finder" is not familiar and to assist the trier of fact to understand the evidence or to determine a fact in issue.

The **Buyer** will *not* reimburse the **Provider** for court testimony when the **Provider** is considered a “fact witness.” “Fact witnesses” are those who testify about compliance with services or recount facts observed as an eyewitness and do not offer expert witness testimony.

**6. Requirements for Mentoring. Providers** of CSA funded “mentoring” services (as defined by the *OCS Standardized Service Name*) represent and warrant that the mentors (1) have received some form of First Aid training, (2) have received some form of Mental Health First Aid training, (3) have completed Mandated Reporter training, and (4) meet Professional Expectations as provided by an agency’s Code of Ethics and/or the “Standards of Conduct” provided by the CPMT. Any misrepresentation of these requirements shall constitute a breach of the terms of the **Provider** Agreement and shall terminate the agreement without written notice and without financial obligation on the part of the CPMT to pay the **Provider’s** invoices.

**E. Medicaid (only applies to Medicaid eligible providers including references in Sections A and D)**  
 **Check Here if Not Applicable (i.e. Not a Medicaid eligible provider)**

The **Provider** shall file for Medicaid reimbursement for any Medicaid eligible services provided by the **Provider** to any Medicaid eligible child and/or family receiving services through the **Buyer**. The **Provider** shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the **Provider** shall be the sole responsibility of the **Provider**. The **Provider** shall provide the **Buyer** with documentation specifying the status of initial Medicaid approval within twenty-four (24) hours (one working day) of receipt of such by the **Provider**. All other documentation specific to Medicaid received by the **Provider** shall be provided in writing to the **Buyer** within forty-eight (48) hours (two working days) by the **Provider**. The **Buyer** shall not be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributable to fault of the **Provider**. This section is only applicable to the **Provider** if the **Provider** is currently a Medicaid provider.

**(For Placements Only).** The **Buyer** shall supply the **Provider** with the child’s Medicaid number, if applicable; make a referral to IACCT, if applicable; provide a signed Reimbursement Rate Certificate for each child eligible for Medicaid reimbursement; and provide CANS assessments as required.

**F. Service Reports**

**1. Treatment Plans.** Within forty-five (45) calendar days of the commencement of any services to a client, **Provider** shall submit a written treatment plan to **Buyer**. Said plan shall include at a minimum the following information: short and long-term goals, anticipated time of completion, prognosis, medications administered (if applicable), and preliminary discharge plan.

**2. Quarterly Reports.** **Provider** shall submit written progress reports to **Buyer** on a quarterly basis. If required by Buyer for a particular client or by Medicaid policy, **Buyer** shall submit written progress reports on a monthly basis.. Progress reports shall include at a minimum the following information: statement of goals and objectives, positive and negative progress made toward these goals during the quarter, significant incidents or accidents, summary of the child’s/youth’s social, emotional, and physical development, and any changes that might reflect outcomes of the treatment intervention; review of treatment goals and objectives with revision of goals as needed, estimate of length of service, and preliminary discharge plans with clear indication of follow-up and continuing treatment needs and medications prescribed (if applicable).

**3. Termination Reports.** Upon termination of services to a client, **Provider** shall submit a written termination report to **Buyer** within thirty (30) days of the last day on which services were provided.

**4. Failure to Report.** If the **Provider** fails to provide any written treatment plan and progress reports in a timely manner, the **Buyer** shall withhold Purchase Orders and Invoices until they are received.

**5. Miscellaneous Reports (For Placements Only).** **Provider** shall immediately report to **Buyer** any recommended, planned, or necessary changes in a client's medications. **Provider** shall obtain consent from legal custodian *prior to* changing or administering any new medications to a client under the age of eighteen (18) years. The **Provider** shall provide the **Buyer** with a copy of the required reports of physical, dental, and psychological or psychiatric examinations of the client while under the care of the **Provider**.

#### **G. Serious Incident Reporting (For Placements Only)**

**Check Here if Not Applicable**

The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by the **Buyer**. For the purposes of this Agreement, a serious incident shall include but not be limited to abuse or neglect; criminal behavior; death; emergency treatment; facility related issues such as fires, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses (such as tuberculosis or meningitis); serious injury (accidental or otherwise); suicide attempt; unexplained absences; or other incidents which jeopardize the health, safety, or well-being of the youth.

Within twenty-four (24) hours of a serious incident or by the next business day, the **Provider** shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each youth involved. Within forty-eight (48) hours of the serious incident, the **Provider** shall complete and submit to the case manager of the placing agency for each youth involved a written report.

The written report of the serious incident shall provide a factual, concise account of the incident and shall include the following: name of facility/**Provider**; name of person completing form; date and time of serious incident; date of the report; child/youth's name, age, gender, and ethnicity; placing agency name; placing agency case manager's name; where the incident occurred; description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to incident; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of incident; signature of person completing report; and facility/**Provider** director's (or designee) signature and date.

Separate reports should be completed and submitted for each child/youth involved and placed by the **Buyer**. The **Provider** is responsible for ensuring the confidentiality of the parties involved in the incident.

In the event the case manager of the placing agency determines that a serious incident has occurred, the case manager will notify the **Provider** of the allegation. Within forty-eight (48) hours of the case manager's notification, the **Provider** shall complete and submit a written report as set forth herein.

#### **H. Additional Responsibilities of Provider**



**1. Transportation to Court.** **Providers** that are residential treatment centers, therapeutic foster care agencies, or group homes shall provide transportation of the child to any and all scheduled court hearings involving the child. Such **Providers** agree to transport a child in the care of the **Provider** to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the **Provider** from providing such transportation. The **Buyer** agrees to provide the **Provider** with notice of a scheduled court date at least ten (10) days prior to such date. The **Provider** agrees to notify the **Buyer** at least ten (10) days prior to a scheduled court date of any inability on the **Provider's** part to transport a child to a scheduled court hearing.

The **Provider** further agrees that a shortage of staff does not constitute exigent circumstances for purposes of this Agreement.

**2. Participation in Meetings.** The **Provider** is responsible for participation in FAPT meetings as requested by the **Buyer** and shall provide a designee to attend a meeting if the client's assigned worker is not available.

**3. Complaints.** In the event that a child and/or families receiving services through the **Buyer**, submits a complaint to the **Buyer** concerning the **Provider**, the **Provider** shall promptly provide all verbal or written information or documents within its control relevant to such complaint to the **Buyer** upon a request by the **Buyer** for such information.

Additionally, in the event that a child and/or family receiving services through the **Buyer** registers a grievance, requests a fair hearing, or submits an appeal, the **Provider**, its agents and employees agree to appear on request of the **Buyer** in any proceeding arising from such claim and provide all verbal or written information or documentary evidence within their control relevant to such claim.

## **I. Licenses**

The **Provider** represents and warrants that it (1) duly holds all necessary licenses required by local, State, and Federal laws and regulations and (2) will furnish satisfactory proof of such licensure to the **Buyer's** Fiscal Agent at the time of execution of the Agreement. The **Provider** covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify the **Buyer** in the event such licensing has lapsed or is suspended, withdrawn, or revoked. The **Provider** agrees that such lapse, suspension, revocation or withdrawal shall constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of the terms of this Agreement and shall terminate this Agreement without written notice and without financial obligation on the part of the **Buyer** to pay the **Provider's** invoices.

The following are licensure requirements for therapeutic services (e.g. outpatient counseling, in-home counseling, psychological evaluations)

- I. Agencies providing in-home services require a license issued by the DBHDS (Department of Behavioral Health and Developmental Services).
- II. Individuals in private practice providing outpatient counseling and/or psychological evaluations require a license provided by the Board of Health Professions.

- III. Individuals providing outpatient counseling within an agency setting who are not licensed MUST meet all of three of the following criteria:
- a. Possess a graduate degree.
  - b. Be under the direct supervision of an individual licensed by the Board of Health Professions and whose supervision is registered and approved by the Board of Health Professions.

#### **J. Employee Background Checks**

**Provider** agrees and certifies that all of its individuals providing services, including any volunteers working under the **Provider's** supervision and providing services to or having contact with a client placed with or served by the **Provider**, has successfully completed a Virginia State Police criminal background record check and a check through the Virginia Child Protective Service Registry or the State in which such services are being rendered. If it is known that the employee, staff, or any volunteer, has moved from another state and has worked with children within one year of his or her employment, then the previous State must also be checked. If the **Provider** is notified that any of its employees are named in a child protective service registry, then the **Provider** will immediately notify the **Buyer** and remove the employee from working with any clients. **Provider** shall require all employees as a condition of employment to report when they become subject of a validated CPS complaint and to report when they are charged with any criminal offense. **Provider** shall then promptly report the same to Buyer. For those **Providers** who provide transportation services, a Division of Motor Vehicle check is also required for all employees providing this service. **Providers** who provide transportation services shall also require all employees as a condition of employment to report to **Provider** when charged with a traffic-related criminal offense or a traffic offense. **Provider** shall then promptly report the same to **Buyer**. The **Provider** comply with its State's laws, regulations, and licensure requirements relating to the conducting of criminal and DMV checks of its employees. **Provider** shall provide a current copy of all such background checks as may be requested by the **Buyer**.

#### **K. Subcontracts**

The **Provider** shall not enter into any subcontract for any of the services provided and/or approved under this Agreement without obtaining the prior written approval of the **Buyer**, which consent shall not be unreasonably withheld. Subcontractors shall be subject to all of the provisions, requirements, and conditions of this Agreement and any POSO signed pursuant to this Agreement. It is the **Provider's** responsibility to ensure compliance and maintain documentation of said compliance. **Provider** shall make such documentation available to **Buyer** upon request.

However, prior written approval shall not be required for the purchase by the **Provider** for articles, supplies, and equipment which are incidental to but necessary for the performance of the work required under this Agreement. The **Provider** shall not assign this Agreement without prior written approval of the **Buyer**, which approval shall be attached to this Agreement and subject to such conditions and provisions as the **Buyer** may deem necessary. Nothing in this Agreement shall be construed as authority for either party to make commitments that will bind the other party beyond the scope of service contained herein.

**Provider** shall ensure all subcontractors are accountable to the same standards as required of **Provider** employees. This includes, but is not limited to:

1. Insuring appropriate licensure for type of service performing;
2. Appropriate background check as required by state and federal law; and
3. Appropriate trainings as required by state and federal law.

#### **L. Non-Employees**

Neither the **Provider** nor the **Provider's** employees, assignees, or subcontractors shall be deemed employees or agents of the **Buyer** while performing services pursuant to and/or under this Agreement.

#### **M. Insurance**

The **Provider** shall, at its own expense, be responsible for its services and every part thereof, and for all personnel, materials, tools, equipment, appliances and property of any and all description used in connection therewith. The **Buyer** shall in no event be responsible for any direct or indirect damage of injury to the property or persons used or employed by the **Provider** on or in connection with the services contracted for, or any damage or injury to any person or property, wherever located, resulting from any action, omission, commission or operation under the Agreement. The following insurance coverage is required of the **Provider**, unless agreed to otherwise by the **Buyer**:

1. The **Provider** agrees to maintain (i) statutory Workers' Compensation and (ii) Employers' Liability insurance in limits of not less than \$500,000 to protect the **Provider** from any liability or damages for any injuries (including death and disability) to any and all of its employees, volunteers or subcontractors, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia, or which may be hereinafter enacted.

**Workers' Compensation is not required because Provider does not meet the Virginia statutory requirement** (Virginia law requires that an employer who regularly employs more than two part-time or full-time employees carry workers' compensation. If a business hires subcontractors to perform the same trade, business or occupation, or to fulfill a contract, the subcontractor's employees are included when determining the total number of employees for coverage requirements. Executive officers also count as employees. If the total number of all employees is more than two, workers' compensation is required. Workers' compensation is mandatory for those employers who meet the requirements under the law.)

2. The **Provider** agrees to maintain comprehensive general liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 general aggregate to protect the **Provider**, its subcontractors, its officers and employees against any and all injuries to third parties, including bodily injury, property damage, and personal injury, resulting from any action or operation under the Agreement or in connection with the agreed work.

3. If applicable to this agreement, the **Provider** agrees to maintain owned, non-owned, and hired Automobile Liability Insurance in the amount of \$1,000,000 per occurrence/aggregate, including property damage, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the **Provider**.

Not required because **Provider** does NOT provide transportation.

4. If applicable to this agreement, the **Provider** agrees to maintain during the term of this agreement professional liability insurance or medical malpractice insurance in the limits of \$1,000,000 per occurrence. This occurrence coverage shall remain in effect for at least two (2) years following the termination of this Agreement.

5. The **Provider** agrees to provide insurance through self-insured programs or by companies acceptable to the **Buyer** and authorized to do business in the Commonwealth of Virginia.

6. The **Provider** shall provide a copy of a Certificate of Insurance evidencing such insurance and such endorsements as prescribed herein and shall have it filed with the **Buyer** at the time of the signing of this Agreement. **On this Certificate of Insurance, the Buyer shall be named or indicated as an additional insured for comprehensive general liability and also for automobile insurance if the Provider will be transporting the client(s).**

Additional insured requirement not applicable because **Provider** is a governmental entity or is self-insured.

7. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the **Buyer**. The **Provider** shall furnish a new certificate prior to any change or cancellation date. The failure of the **Provider** to deliver a new and valid certificate shall result in suspension of all payments until the new certificate is furnished.

8. Unless otherwise specified, insurance required by this Agreement shall be in full force and effect throughout the Agreement term. If the **Provider** fails to provide the **Buyer** with acceptable evidence of current insurance within ten (10) days after written notice during the Agreement term, the **Buyer** shall have the absolute right to terminate the Agreement without any further obligation to the **Provider**.

9. If an "ACORD" Insurance Certificate form is used by the **Provider's** insurance agent, the words, "endeavor to...but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

10. Nothing contained herein or in the provisions of any POSO shall be construed as a waiver of any sovereign or governmental immunity afforded by law to **Buyer**, its agents, employees, or representatives.

## **N. Indemnity**

The **Provider** shall indemnify, defend, and hold harmless the **Buyer**, the City of Charlottesville, CDSS, and their officers, agents, and employees from and against any and all losses, liabilities, claims, damages, and expenses, including court costs and reasonable attorneys' fees, arising from any material default or breach by the **Provider** of its obligations specified in

this Agreement, as well as all claims arising from errors, omissions, negligent acts, or intentional acts of the **Provider**, its officers, agents, employees, and subcontractors.

**Buyer** assumes no responsibility or liability for any damages suffered by **Provider** by reason of the willful or malicious destruction of or damage to any property of **Provider** by any client. **Provider** shall not seek or demand reimbursement or payment of any such damages from **Buyer**.

- Indemnification not required because the **Provider** is a governmental entity.

## **O. Confidentiality**

Any information obtained by the **Provider** pursuant to this Agreement shall be treated as confidential. Use and/or disclosure of such information by the **Provider** shall be limited to the purposes directly connected with the **Provider's** responsibility for services under this Agreement. Both parties further agree that this information shall be safeguarded in accordance with the provisions of the Code of Virginia, as amended, and any other relevant provisions of state or federal laws.

## **P. Adherence to Law**

This Agreement is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and all relevant state and local laws, ordinances, and regulations. The **Buyer** may modify this Agreement to comply with any requirements mandated by federal, state, or local law by giving written notice of said modification to the **Provider**. The Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia. Any legal action arising out of or in connection the parties' contractual relationship shall be commenced and prosecuted in the state or federal court presiding over and within the City of Charlottesville, Virginia. The **Provider** accepts the personal jurisdiction of any court in which an action is brought pursuant to this Agreement for purposes of that action and waives all defenses to the maintenance of such action.

## **Q. Adherence to Local Practice**

**Provider** shall adhere to and abide by the locality Community Practice Model outlined on the local CSA website in the provision of all services to children and families served hereunder. These provisions are attached hereto and made a part hereof as **Exhibit A**. They may also be found at [www.charlottesville.org/CSA](http://www.charlottesville.org/CSA).

## **R. Force Majeure**

Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to acts of God, flood, severe weather, fire, epidemic, strikes, the public enemy, legal acts of public authorities, or delays or defaults of public carriers, all of which cannot reasonably be forecast or provided against.

## **S. Term of Agreement and Termination**

**1. Term.** The terms of this Agreement shall commence and be in full force and effect on July 1, 2019 and terminate on June 30, 2020. This Agreement does not involve a definite financial obligation on the part of the **Buyer**, although the **Buyer** shall use this Agreement for

the procurement of services for individual clients as specified and for which payment shall be made by the **Buyer**. The **Provider** shall only charge for those services listed and described in the FY20 **Provider** Rate Sheet, provided with this agreement. This Agreement and each fully executed POSO shall constitute the contractual agreement between the **Provider** and the **Buyer**. Under no circumstance will the **Buyer** be required to make payment for FY2020 after August 31, 2020.

**2. Termination.** The Agreement shall terminate on June 30, 2020. However, if the **Provider** fails to comply with any part of this Agreement the **Buyer** may terminate or revise the whole or any part of this Agreement before June 30, 2020 and collect from the **Provider** any funds paid by the **Buyer** which are related to the **Provider's** failure to comply.

**T. Notices**

Any written notices required or in connection with this Agreement shall be effective when delivered in person or sent by United States mail, postage prepaid, to the following persons and addresses:

<b>Buyer:</b>	<b>Provider:</b>
<b>CPMT</b>	Name: _____
Attn: <u>Fiscal Agent</u>	Attn: _____
Laura Morris	Address: _____
P.O. Box 911	_____
120 7 <sup>th</sup> St. NE	_____
Charlottesville, Virginia 22902	_____

**U. Non-appropriation**

All payment under this Agreement is subject to adequate appropriation by the City of Charlottesville Board of Supervisors. In the event that the City of Charlottesville Board of Supervisors fails to appropriate adequate funds for this Agreement, this Agreement shall immediately and automatically terminate. CPMT will be obliged to pay Provider for all services performed prior to termination, but shall have no obligation to pay for any unperformed services.

**V. Miscellaneous**

**1. Additional Provisions.** Any document referred to in this Agreement but not attached hereto is hereby incorporated in this Agreement in its entirety by reference.

**2. Merger.** This Agreement, including all documents incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Agreement and of the entire understanding between the **Provider** and the **Buyer** regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the **Provider** and the **Buyer** regarding this Agreement's subject matter shall be of any effect.

**3. Modification.** This Agreement shall not be amended, modified, or otherwise changed except by the written consent of the **Provider** and the **Buyer** given in the same manner and form as the original signing of this Agreement.

**4. Order of Precedence.** Where there exists any inconsistency between the provisions of this Agreement and the provisions other documents that have been incorporated into this Agreement by reference or otherwise, the provisions of this Agreement shall control.

**5. Prior Agreements.** This Agreement supersedes all payment provisions in placement agreements or any prior agreements that may be in effect between the **Provider, Buyer,** and City

of Charlottesville CPMT.

**6. Waiver.** The failure of the **Buyer** to enforce at any time any of the provisions of this Agreement to exercise any option which is herein provided, or to require at any time any performance by the **Provider** of any of the provisions hereof shall in no way affect the validity of this Agreement or any part thereof and shall not affect the right of the **Buyer** to thereafter enforce each and every provision.

**7. Remedies Cumulative.** All remedies afforded in this Agreement shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.

**8. Severability.** If any part, term, or provision of this Agreement is held by a court of competent jurisdiction to be in conflict with any state or federal law, the validity of the remaining portions or provisions shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

**9. Captions.** This Agreement includes the captions, headings and titles appearing herein for convenience only. Such captions, headings, and titles shall not affect the construal, interpretation, or meaning of this Agreement.

**10. Agreement Construal.** Neither the form of this Agreement nor any language herein shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

**11. Discrimination.** Neither the **Provider** nor any subcontractor shall discriminate against employees or applicants for employment or deny any individual any service or other benefits provided under this Agreement pursuant to all requirements of the National Civil Rights Act of 1964 as amended. Additionally, **Provider** shall comply with *Virginia Code* § 2.2-4311 (prohibiting employment discrimination), § 2.2-4311.1 (prohibiting knowing employment of unauthorized aliens), and § 2.2-4312 (requiring a drug-free workplace).

As a recipient of federal funds, CDSS and the Charlottesville CPMT recognizes its responsibility to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulation (45 C.F.R. Part 80). Pursuant to those provisions, CDSS and the Charlottesville CPMT will take reasonable steps to ensure meaningful access to programs and activities by persons who are limited English proficient.

**12. Binding.** No document other than these general terms and conditions and a POSO executed by both **Buyer** and **Provider** shall bind or obligate **Buyer** to the **Provider**, unless such document is signed by an authorized Fiscal Agent of **Buyer**.

**13. Required Documents.** The documents listed in **Exhibit B** shall be submitted to the CPMT upon execution of this Agreement, unless otherwise agreed to by the **Buyer**.

**W. Signatures.** By affixing signatures below, the **Buyer** and the **Provider** do hereby agree to the terms and conditions of this Agreement.

**Provider:**

\_\_\_\_\_  
**Signature** **Date**

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Buyer:**

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**Signature** **Date**  
**City of Charlottesville CPMT Chair**

**Buyer:**

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**Signature** **Date**  
**Laura Morris,**  
**CPMT Fiscal Agent**

**EXHIBIT A – Community Practice Model**  
**EXHIBIT B – Checklist of Required Documents**



## Exhibit A

# Children's Services Act Charlottesville/Albemarle Community Practice Model

**Vision:** Children live safely and productively with their families and in their communities.

**Mission:** The CSA System uses highly collaborative, responsive, and cost effective policies, procedures, and structures to flexibly and creatively support children and their families.

**Core Values:** *Connected. Young people thrive with caring adults and family*  
*Engaged. Families and young people are engaged in decisions about their care*  
*Productive. Services are meaningful and responsive to children's needs*  
*Local. Children are best served in their home communities*

### *Overall Beliefs*

1. believes that, when possible, children are best served when families are provided the supports necessary to raise them safely, that services should prevent family disruption, and that keeping children and families together is the best possible use of resources.
2. believes that every child has a right to connections with biological family and other caring adults, that life-long family connections are critical for children, and that family connections, which consider the child's wishes, should be promoted and preserved.
3. believes that congregate placements should focus on children's needs, be family-focused, temporary, and prepare them for return to family and community life.

### *Collaboration*

1. is committed to working collaboratively (sharing our purpose, role, concerns, decisions, and responsibility), to holding each other accountable for quality service planning and delivery, to working as an interdisciplinary team with diverse areas of expertise and skills, and to communicating with genuineness, empathy, and respect.
2. is committed to continually developing a community practice model, including using joint, interagency trainings to promote knowledge and the shared practice model across the community.
3. is committed to aligning infrastructure and available resources to support the community practice model.
4. is committed to collecting and sharing data and information for the benefit of children, families, and the service community.

### *Approach*

1. is committed to preserving children's safety as a first priority, maintaining timely and thorough safety responses, and separating children from dangerous caregivers.
2. is committed to parents never having to relinquish custody unnecessarily to receive services for their children.
3. is committed to kinship care as a priority over foster care.
4. is committed to achieving permanent, safe, nurturing families for children.
5. is committed to hearing, valuing, and considering the voices of children and families in the decision making process and to support meaningful family and youth participation and engagement in service planning and delivery, as well as in policy and service development.
6. recognizes families as experts about their own families.
7. is committed to treating children and families with dignity and respect, as well as to preserving and protecting each individual's right to self-determination.
8. is committed to being strengths-based, and to serving each unique family with innovation, flexibility, creativity, and responsiveness (e.g., timely, effective, and efficient services).
9. is committed to being culturally proficient and linguistically accessible to all families, and to valuing family perspectives, goals, and plans.

### *Continuous Improvement*

1. is committed to continuous development of the local service array, such that comprehensive and least restrictive services are available in our community.
2. is committed to using data to inform management, practice, and policy decisions

**Exhibit B**

## **Checklist of Required Documents**

A copy of the documents listed below must be submitted along with a signed copy of this Agreement.

- ✓ **Provider Rate Sheet including List or Description of Services and explanation of rate increase (per Agreement, Section D, 3.)**

*(Please note on the rate sheet an effective date of July 1, 2019)*

- ✓ **IRS W-9 form (Request for Taxpayer Identification Number and Certification)**

- ✓ **Provider License(s) held by your facility(ies) or licensure documentation; and**

- ✓ **Certificate of General Liability Insurance (per Agreement, Section M., 2.)**

*(Please note that all providers are required to have comprehensive general liability insurance, and the City of Charlottesville CPMT must be named or indicated as an additional insured.)*

- ✓ **Certificate of Automobile Liability Insurance (per Agreement, Section M., 3.)**

*(Please note that all providers who provide transportation are required to have automobile liability insurance, and the City of Charlottesville CPMT must be named or indicated as an additional insured.)*

- ✓ **Certificate of Professional Liability Insurance (per Agreement, Section M.,4.)**