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 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 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 what ever 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.

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)\[square check if not applicable\]**

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.

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:

Buyer:  
CPMT  
Attn: Fiscal Agent  
Laura Morris  
P.O. Box 911  
120 7th St. NE  
Charlottesville, Virginia 22902

Provider:  
Name: __________________________  
Attn: __________________________  
Address: __________________________

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
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: ______________________________________________

[Signature]                          [Date]
City of Charlottesville CPMT Chair

Buyer: ______________________________________________

[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 lifelong 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.
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.)