

## CSA PROVIDER AGREEMENT (SHORT FORM)

This Comprehensive Services Act (CSA) Provider Agreement (Agreement) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the City of Charlottesville Community Policy and Management Team ("CPMT"), and the \_\_\_\_\_ ("Provider"), which is located in \_\_\_\_\_, \_\_\_\_\_. The Provider agrees to provide the Services as described in Schedule A of this Agreement. In return, CPMT agrees to pay the Provider, upon successful completion of the Services, or as agreed to otherwise, the amount stated in this Agreement.

- 1. Agreement Documents.** The body of this document and the attached Schedule A are the sole and entire documents constituting this Agreement. In the event of any conflict between the body of this document and Schedule A, the terms in the body of this document shall take precedence over any Schedule A and/or any other Schedules or attachments.
- 2. Term of Agreement; Termination.** This Agreement shall take effect starting on the date by which both parties have signed this Agreement and shall automatically terminate once all services specifically described on Schedule A have been provided, except for the confidentiality provisions of Section 9. CPMT may terminate the Agreement by providing written notice to Provider, effective immediately, should the safety or welfare of the staff, child and/or family, or others require it. Otherwise, CPMT may terminate this Agreement for any breach of this Agreement upon providing thirty (30) days' written notice to the Provider. Provider may terminate this Agreement for CPMT's failure to pay, upon providing thirty (30) days' written notice, provided that Provider has complied with all other terms of this Agreement.
- 3. Independent Contractor.** CPMT and Provider agree that the Provider is an independent contractor, not an employee of City of Charlottesville, or CPMT, and that CPMT shall not provide the Provider any insurance coverage or benefits of any kind. Payment will be made to the Provider without withholdings or deductions of any kind and the Provider will be responsible for paying all taxes and other deductions as required by law.
- 4. Direct Contact with Children.** Provider agrees that all of its employees and staff, including any volunteers or students working under Provider's supervision, providing any services to an identified child and/or family designated by CPMT, that requires direct contact with children ("Direct Contact Providers") shall have 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, prior to providing any services for CPMT. If it is known that an employee, staff and/or any volunteer, has moved from another state and has worked with children within one year of his or her employment, a criminal background check and child protective service registry check from the previous State must be performed. If the Provider is notified that any of its employees, staff and/or volunteers are named in a child protective service registry, then the Provider shall immediately notify CPMT and remove the employee, staff and/or volunteer from working with any CPMT client. In addition, Contractor agrees to certify, and prior to the provision of any services to any CPMT client, that no Direct Contact Provider has been: (a) convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child; or (b) convicted of a sexually violent offense as defined in Virginia Code §9.1-902.
- 5. Insurance.** Provider shall: (a) during the performance of this Agreement, keep in force an insurance policy for general liability in the amount of at least one million dollars (\$1,000,000) per occurrence/\$2,000,000 general aggregate, that covers personal injury and death, bodily injury, professional malpractice (if professional services are being provided), and property damage; and (b) upon request, furnish a certificate of insurance or other valid documentation showing the City of Charlottesville CPMT as an additional insured on this policy, unless checked off otherwise below.

Additional insured requirement not applicable because Provider is a governmental entity.

- 6. Limitation of Liability.** THE PARTIES AGREE THAT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR

ANY SPECIAL DAMAGES ARISING FROM THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, INCIDENTAL DAMAGES, OR LOST PROFIT, EVEN IF SUCH SPECIAL DAMAGES ARE REASONABLY FORESEEABLE.

7. **Indemnification and Hold Harmless.** Unless checked off below, Provider agrees to indemnify and hold harmless CPMT, the City of Charlottesville, and their respective boards, employees and agents, from any and all claims for bodily injury, and personal injury and/or property damage, including cost of investigation, all expenses of litigation, including reasonable attorneys' fees, and the cost of appeals arising out of any claims or suits which result from errors, omissions, or negligent acts of the Contractor or its employees and agents.

Indemnification not required because the Contractor is a governmental entity.

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

9. **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 and federal laws.

10. **Notice.** Any notice, request, invoice or other communication to either party by the other concerning the terms and conditions of this Contract, shall be in writing and shall be deemed given only when (1) actually received by the addressee; (2) sent by electronic mail to the recipient's correct electronic mail address, with confirmation of receipt; or (3) sent postage prepaid, by certified or registered United States mail, return receipt requested, addressed to the persons as listed below:

CPMT:  
Attn: Fiscal Agent  
Laura Morris  
PO Box 911  
120 7<sup>th</sup> St. NE  
Charlottesville, VA 22902

Provider:  
Name: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. The parties agree that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Charlottesville, Virginia.

**SCHEDULE A – DELIVERABLES/SERVICE AND PAYMENT TERMS**

**I. DELIVERABLES AND PAYMENT TABLE**

Provider shall provide all labor, equipment, and materials to provide the services (hereinafter “Services”) described below on the dates or estimated dates set forth in the Deliverables & Payment Table below. In the alternative, an attached proposal containing all of the information required by this table may be attached to this Schedule A.

Service/Deliverable Description	Date(s) to be Delivered	Price (fixed or unit)

**II. PAYMENT PROCEDURE**

Unless otherwise specified above in express terms, CPMT shall not be responsible for the payment of any travel, accommodation, or other kind of out-of-pocket or incidental costs incurred by the Provider to perform the Services. Invoices for completed Services shall be submitted by the Provider to CPMT with sufficient information about the Services performed to permit payment by CPMT. Payment shall be provided net forty five (45) days of receiving complete invoices. Under no circumstance will the CPMT be required to make payment for FY2019 (July 1, 2018-June 30, 2019) beyond August 31, 2019 or for FY2020 (July 1, 2019-June 30, 2020) beyond August 31, 2020.

**PROVIDER SIGNATURE SECTION:**

\_\_\_\_\_  
NAME AND TITLE OF AUTHORIZED OFFICER OF PROVIDER

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICER OF PROVIDER

\_\_\_\_\_  
DATE

**CPMT SIGNATURE SECTION:**

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED CPMT CHAIR

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED CPMT FISCAL AGENT

\_\_\_\_\_  
DATE