Agreement for Services

THIS AGREEMENT, with an effective date of July 1, 2015 is entered into between ("Provider"), the COUNTY OF Montgomery ("County") and the County of Montgomery Community Policy and Management Team ("CPMT"), acting as an agent of the County, for services provided on or after the effective date. This Agreement supersedes any existing agreement between the parties relating to the provision of services to youth and their families under the Comprehensive Services Act for At-Risk Youth and Families (CSA). The Provider recognizes that utilization management is required by the Code of Virginia under CSA and agrees to work cooperatively with the CPMT to meet those requirements.

1. **SERVICES**

The Provider agrees to provide services to specific children and families who are referred to the Provider by the CPMT. The specific services for each individual child placed under this agreement shall be specifically stated in the individual purchase of services agreement.

2. **PURCHASE OF SERVICE AGREEMENT**

The Provider shall charge the CPMT only when and as authorized by a purchase of services agreement signed by the person designated by the CPMT. In the event any provision of the Purchase of Service Agreement is inconsistent with the placement agreement of the Provider, the provisions of the Purchase of Service Agreement will prevail.

3. **TREATMENT PLAN**

Unless otherwise stipulated in each Service Addendum, a Treatment Plan/Individual Education Plan (IEP) and in those cases requiring residential placement, a preliminary discharge

plan shall be developed which identifies the specific plan of service for each child and/or child's family in response to the established need. The Treatment Plan/IEP is to be developed by the Provider with involvement from the CSA Case Manager, the authorized family member or legal guardian and shall be consistent with the Individual Family Service Plan ("IFSP")/IEP. The CSA Case Manager and the parent or legal guardian shall each receive a copy of this plan within forty-five (45) days of admission. Each plan shall include at a minimum the following:

(a) Identified service needs (target behaviors);

(b) Specific services to be delivered by the Provider;

(c) Specific measurable goals and objectives of services to be provided; and

(d) The service units to be provided.

The Provider agrees to prepare an initial written Treatment Plan no later than seven (7) days after admission with the Master Treatment Plan to be received no later than forty-five (45) days after admission. The Provider agrees to provide only those services specified in the purchase of services agreement and consistent with the written Treatment Plan. Further, the Provider shall not offer any ancillary services beyond those specified in the purchase of services agreement, unless specifically required by the treatment needs and only through written amendment to the purchase of services agreement.

4. **PAYMENT AND INVOICES**

All invoices must contain the following information: legal name of the Provider, child/youth name, period of service, purchase order number, CSA case manager name, the provided service as defined on the Rate Sheet and Purchase of Service Agreement, contract unit price, number of units and specific service dates. Costs for room and board, specialized supervision and supplemental clothing must be itemized. Effective July 1, 2015, the State

requires all CPMTs to utilize standard service names and definitions in data reporting. Providers are required to provide invoices that utilize the standard service names, as outlined on the child-specific Purchase of Service Agreement.

The CPMT agrees to pay within 60 days of receipt of an invoice for services provided pursuant to this Agreement and any purchase of services agreement. The CPMT may refuse to pay for any services, which are not consistent with the care plan, or the definition of the services set out in the purchase of services agreement or provided to the reasonable satisfaction of the CPMT. The CPMT also may refuse to pay for any services when the Provider refuses to provide the documentation required under this Agreement. All invoices must be submitted to the CSA Case Manager or to the individual designated in the purchase of services order, within five (5) working days following the last day of each month for which services were provided. The CPMT reserves the right to refuse to pay for any services, which are not invoiced within this period. Total fees to be paid on each individual child shall be specified in the purchase of services order agreement.

The Provider acknowledges that the CPMT makes payment for the services provided and then seeks reimbursement from the state for a portion of the costs and that reimbursement requests to the state for the cost of services provided during FY16 (July 1, 2015– June 30, 2016) must be paid by the CPMT and submitted to the state by September 30, 2016. If any charges for services provided during FY16 have not been paid by August 15, 2016, the Provider shall notify the CPMT in writing by certified mail and the notice shall include copies of any unpaid invoices. The CPMT may refuse to pay for any services provided during FY16 (July 1, 2015-June 30, 2016) when the Provider does not submit an invoice to the CPMT by August 15, 2016 or if the

Provider does not provide the notice described in this paragraph for invoices that have not been paid by August 15, 2016.

The Provider acknowledges that the CPMT makes payment for the services provided and then seeks reimbursement from the state for a portion of the costs and that reimbursement requests to the state for the cost of services provided during FY17 (July 1, 2016– June 30, 2017) must be paid by the CPMT and submitted to the state by September 30, 2017. If any charges for services provided during FY17 have not been paid by August 15, 2017, the Provider shall notify the CPMT in writing by certified mail and the notice shall include copies of any unpaid invoices. The CPMT may refuse to pay for any services provided during FY17 (July 1, 2016-June 30, 2017) when the Provider does not submit an invoice to the CPMT by August 15, 2017 or if the Provider does not provide the notice described in this paragraph for invoices that have not been paid by August 15, 2017.

The Provider shall not charge the CPMT, and the CPMT shall not be responsible for more than the rate or the maximum number of units authorized by the CPMT and specified on the purchase of services order agreement. If services are required, which are not authorized or which exceed the number of authorized units, or both, the Provider must notify the CPMT immediately and receive written authorization from the CPMT prior to rendering such services. Any costs or fees that will exceed the monthly maintenance fee paid for a child must be approved by the CPMT prior to the expenditure. In addition, after a child has been discharged, any unused monthly maintenance allowance must be refunded to the CPMT within thirty (30) days of discharge.

All outside medical services shall be approved prior to the client receiving the services, unless they are of a nature requiring immediate emergency assessment and treatment to prevent

life threatening or serious debilitating medical deterioration. In the latter instance, the Provider will follow the reporting requirements set forth in Paragraph 18, Serious Incident Reporting. If the Child is Medicaid eligible, the Provider agrees to utilize an appropriate provider who is Medicaid approved and who accepts Medicaid for all services covered by Medicaid, when available within one hours driving time, one way, from the Provider. If no Medicaid approved provider is available, the Provider shall notify the Placing Party at least seven (7) days in advance of the date such services are obtained for the child, except in emergencies.

In those instances when the Provider seeks payment from an insurance company, CHAMPUS, or Medicaid, the requirement for submitting invoices within five (5) working days following the last day of the month in which service was provided is suspended, provided the Provider immediately notifies CPMT of this contingency. Within thirty (30) days following receipt by the Provider of said insurance, CHAMPUS, or Medicaid payments, or by August 15, 2016 (for FY16) or by August 15, 2017 (for FY17), whichever is earlier, the Provider shall be required to submit invoices for balance due. CPMT will pay for services related to Medicaid billing only if Medicaid has denied payment due to client no longer meeting Medicaid eligibility. Otherwise, the Provider must accept Medicaid payment as payment in full.

The Provider shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to the Child if said Child is Medicaid eligible. 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 CPMT with documentation specifying the status of Medicaid approval within one working day of receipt of such by the Provider. The CPMT shall not be responsible for payment of Medicaid eligible services that are

denied by Medicaid for reasons attributable to fault of the Provider. The CPMT is responsible for all costs until Medicaid is approved, at which time the Provider shall refund to the CPMT the amount paid for services covered by Medicaid. After Medicaid approval is obtained, the Provider only shall bill the CPMT for those services not covered by Medicaid. In the event Medicaid is discontinued or denied and the discontinuance or denial is not attributable to the fault of the Provider, the CPMT shall become responsible for all services provided to the specific child not receiving Medicaid.

Payment to the Provider shall be made at the rates specified in a purchase of services order for unauthorized absences not to exceed 72 hours without prior written approval of the CPMT. Authorized absences include absences for home visits, planned medical procedures and reintegration services. All other absences are unauthorized. Should the CPMT agree to continue payments during unauthorized absences, such payments shall be made in accordance with a separate written agreement with the Provider. The Provider shall not be required to maintain a child's placement for more than 72 hours following an unauthorized absence without prior written agreement to continue payments. The CPMT shall be notified either in writing, verbally or telephonically of absences, authorized or unauthorized, by a representative of the Provider in a timely manner, but not later than 8 hours after discovery of an unauthorized absence.

5. **DENIAL OF FUNDING**

Due to the need to ensure that the best interests of the child/youth are met, it is required that when the Provider is notified that Medicaid or other non-CSA funding is to be discontinued that the Provider will notify the case manager by the next business day by telephone and then in writing. The case manager will assess the situation and may bring the case before the FAPT to review the IFSP/case service plan. Providers will be paid for the stay, while awaiting a final

decision, if the notification requirement to the case managers is met. Ultimately, the legal custodian is responsible for any and all medical costs not paid by insurance.

6. **NON-APPROPRIATION**

Notwithstanding any other provision of this Agreement, the CPMT shall have the right to terminate this Agreement without penalty in the event the Commonwealth of Virginia or County of Montgomery does not appropriate the necessary funds for payment. The CPMT shall give notice of such non-appropriation; and the obligation of the CPMT to pay for service shall terminate (30) days after the CPMT sends this notice.

7. **ACCESS TO RECORDS**

The CPMT shall have access to records or documentation kept by the Provider regarding the specific services provided under a Purchase of Services Order agreement. The Provider shall provide such records or copies of such records to the CPMT within seven (7) days of the CPMT's request for records. The CPMT also shall have access to any facility providing services under this Agreement for on-site visits. The Provider shall permit representatives of the CPMT to conduct program, facility, and fiscal reviews/visits in order to assess service quality. Such reviews/visits may include but are not limited to, site visits, meetings with the child(ren) provided for under this Agreement, review and copying any and all records maintained on children covered by this Agreement, review of individual service plans, review of service policy and procedural issuances, review of staffing ratios and job descriptions and meetings with any staff directly or indirectly involved in the provision of services. Such reviews may occur as often as deemed necessary by CPMT and may be with or without prior notification. The above-mentioned fiscal reviews are limited to the invoices associated with specific children placed by the CPMT.

8. **QUALITY OF CARE**

In the event the Provider believes it is in the best interest of the child to relocate the daily living residence of the child, the Provider shall discuss with the CSA case manager the proposed relocation, the circumstances surrounding the proposed relocation and the impact the move shall have on the child. If the CPMT disagrees that it is in the best interest of the child, the CPMT may make alternative placement plans for the child. If the Provider is unable to discuss the relocation with the CSA case manager the relocation prior to its occurrence, the Provider shall notify the case manager within twenty four (24) hours of the move or by the next business day. The CPMT may make alternative placement plans for the child if the relocation is not in accordance with the treatment plan of the child.

9. **RECORDS MAINTENANCE**

The Provider and any subcontractor shall maintain an accounting system and supporting records adequate to assure that invoices are in accordance with applicable State and federal 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 on forms designated by the CPMT. The Provider shall maintain such program records as may be required by the CPMT. The Provider agrees to retain all books, records and other documents relative to this Agreement for three (3) years after termination of final payment under this Agreement, except when a longer period of retention is necessary for the purposes of complying with the requirements of an unresolved federal or State audit, State or federal law, or court order. The CPMT, its authorized agents, and/or State and federal auditors shall have full access to and the right to examine any of said materials specific to children served by this Agreement during said period. In the event of a

determination that the Provider received funds improperly or did not provide the authorized services or goods for which funds were received, the Provider shall provide the CPMT full restitution of any such funds. The CPMT, based upon findings, may require that the Provider, within thirty (30) calendar days from the date of the request, submit an independent Certified Public Accountant prepared compilation, review, or audit. The requested compilation, review or audit must have been completed within the last two fiscal years.

10. **DOCUMENTATION REQUIREMENTS**

Unless otherwise specified, the Provider agrees to comply with all documentation requirements of the CPMT and the Code of Virginia pursuant to Utilization Management under the Comprehensive Services Act.

a. The CPMT may present the Provider with an Initial Psychiatric/Behavioral Evaluation prepared by an independent Provider.

b. The Provider must provide the CSA Case Manager the following: Admission Information, Monthly Progress Reports for the previous month by the fourteenth (14th) day of the following month, quarterly reports fourteen (14) days prior to the FAPT review date, level of care screening, and when necessary, a revised Treatment Plan. Quarterly reports shall address a transition (discharge) plan.

c. The CSA case manager shall give the Provider at least thirty days notice of the FAPT review date.

d. Upon completion and within seven (7) days of discharge, the Provider shall make available to the CSA Case Manager a Discharge Summary.

e. Any such other documents as may be required.

If the Provider fails to provide any written treatment plan, progress report or discharge summary in a timely manner, the CPMT may withhold payment of the Provider's invoices until such plan or report is received.

11. **REPRESENTATIVE AT SUBSEQUENT CPMT AND FAPT MEETING**

Provider may be required, at no additional cost to the CPMT, to have a representative present for evaluation or subsequent meetings of the Family Assessment and Planning Team (FAPT) or the CPMT regarding the child. The CPMT shall give the Provider at least two (2) week's notice of any request for the Provider to attend a FAPT meeting.

12. **SUBCONTRACTING**

The Provider shall not enter into subcontracts for any of the services to be provided under this Agreement without obtaining prior written approval from the CPMT. The Rate Sheet/Purchase of Services Order shall reflect those services, which are approved and subcontracted by the Provider. Unless otherwise agreed in writing by the CPMT, such subcontractor will be required to comply with all of the terms and conditions set forth in this Agreement. The Provider is responsible for the performance of its subcontractors. However, prior written approval shall not be required for the purchase by the Provider of articles, supplies and equipment that are incidental but necessary for the performance of the services to be provided under this Agreement. The Provider shall not assign this Agreement without prior written approval of the CPMT, which approval shall be attached to this Agreement and subject to such conditions and provisions as the CPMT may deem necessary. Nothing in this Agreement shall be construed as authority for either party to make commitments, which will bind the other party beyond the scope of service contained herein.

13. **EMPLOYEES OF THE PROVIDER**

It is understood that all persons providing services under this Agreement are not employees of the County and are solely the employees of the Provider or appropriate vendors or subcontractors. They are, therefore, governed by the personnel policies of the Provider, vendor or subcontractor, whichever is the appropriate employer. The appropriate employer is responsible for providing social security, unemployment insurance, workers' compensation and general liability insurance coverage.

The provider does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

The provider will provide a letter of certification that certifies that it conducts pre-employment criminal history, D.M.V., and drug screenings as part of its employee hiring process.

14. **SUPERVISION**

The Provider shall regularly supervise their personal care staff to ensure effective and appropriate care to service recipients. Supervision shall be documented regularly.

15. **INDEPENDENT CONTRACTOR**

The relationship between the CPMT and the Provider is solely that of independent contractor.

16. **CONFIDENTIALIALITY**

All information obtained through the performance of this Agreement is to be treated as confidential information. The Provider shall not use any information obtained during the performance of this Agreement in any manner except as necessary to discharge its obligations.

Provider shall maintain confidentiality of all information regarding clients in accordance with any applicable statutes, rules and regulations regarding such information. All Provider personnel having access to information pertaining to individuals receiving services shall complete and sign a non-disclosure agreement. The non-disclosure agreement can be in whatever form deemed acceptable by the Provider.

The Provider shall comply with the confidentiality provisions of Virginia Code § 2.2-5210. This includes, among others, not photographing the child/youth placed by the CPMT nor permitting media coverage of the child/youth without the written permission of the parent(s) or the legal guardian, as the case may be. It further precludes audiovisual recording of the child/youth as well as prohibits the child /youth's participation in any research projects without the written permission of the parent(s) or the legal guardian, as the case may be.

17. **CHILD PROTECTIVE SERVICES INFORMATION**

The Provider will certify by letter that employees providing services to or having contact with a client placed by the CPMT must complete a child protective service background check, national criminal background check, and a Department of Motor Vehicle background check, prior to the employees commencement of employment, so long as the aforementioned employee check is not in conflict with the Provider's state's laws. If it is known that the employee has moved from another state and has worked with children within one (1) year of his or her employment, the Provider must also conduct a check with this state. If the Provider is notified that any of its employees are named in a child protective services registry, then the Provider shall make this information available to the CPMT within one (1) business day of receipt of such notice.

18. **SERIOUS INCIDENT REPORTING**

The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to a child/youth placed by the CPMT. A serious incident includes, among others, 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 child/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 CSA case manager of each youth involved. Within forty-eight (48) hours of the serious incident, the Provider shall complete and submit to the CSA case manager a written report for each youth involved. Nothing in this Agreement shall prevent the CPMT from removing a child from the Provider pending the outcome of an investigation of a serious incident as defined above.

The written report of the serious incident shall provide a factual, concise account of the incident and include: 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, ethnicity; placing agency name; placing agency case manager's name; where the incident occurred; description of the 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); recommendations 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 CPMT. The Provider is responsible for ensuring the confidentiality of the parties involved in the incident.

In the event the CSA case manager determines that a serious incident has occurred, the case manager will notify the Provider of the allegation. The Provider shall within forty-eight (48) hours of the case manager's notification complete and submit a written report as provided above.

19. **RATES**

Any non-payment to the CPMT because of a provider's failure to enter current services and rates into the Service Fee Directory will result in non-payment to the Provider. The Provider states that the rates for the services described in this Agreement are not more than those set forth in the Service Fee Directory, except as defined in Virginia Code § 2.2-5214. The Provider will not charge or accept from the CPMT compensation for services that is more than the Provider charges other public governmental buyers of equivalent services in equivalent volumes. If the Provider is a Medicaid provider, the Provider will not charge the CPMT more than the Medicaid authorized rate for the same service. The Provider agrees that no child or any member of the child's family will be a charged a fee besides the rate agreed to by the CPMT for the same service, except services specifically excluded. The rates applicable to services provided in accordance with this Agreement appear on the "Rate Sheet" attached to this Agreement and these rates shall apply to all placements made by the CPMT during the fiscal year covered by this Agreement. (The Provider must attach the rate sheet to the Agreement.) The CPMT may purchase only those services included on the Rate Sheet attached to this Agreement. In the event the Provider elects to offer services not included on the Rate Sheet attached hereto, the Provider

will submit to the CPMT a request to add the service. Approval from the CPMT shall be secured prior to the provision of the service. Failure to obtain such approval will result in non-payment for such services. The Provider guarantees that any cost incurred pursuant to this Agreement shall not be included or allocated as a cost of any other federal, State, or locally financed program.

Those Providers who are authorized Medicaid providers of residential services shall submit the rates for FY16 in writing within 10 days of the date they receive notification from the Department of Medical Assistance Services (or any contractor acting on behalf of DMAS) of the FY16 Medicaid approved rates. All other Providers are required to have all services and rate information for FY16 submitted to the CPMT by May 1, 2015. If rates for FY16 are not provided within these time frames, the rates for FY15 will remain in effect until 60 days from the date the new rates are actually provided to the CPMT.

Those Providers who are authorized Medicaid providers of residential services shall submit the rates for FY17 in writing within 10 days of the date they receive notification from the Department of Medical Assistance Services (or any contractor acting on behalf of DMAS) of the FY17 Medicaid approved rates. All other Providers are required to have all services and rate information for FY17 submitted to the CPMT by May 1, 2016. If rates for FY15 are not provided within these time frames, the rates for FY16 will remain in effect until 60 days from the date the new rates are actually provided to the CPMT.

20. **INDEMNIFICATION**

Provider agrees to bind itself and its successors and assigns to indemnify, keep and hold the CPMT, its officers, employees, agents, volunteers and representatives free and harmless from any liability on account of any injury or damage of any type to any person or property

growing out of or directly or indirectly resulting from any act or omission of Provider or its officers, employees and agents, including but not limited to, the failure, refusal or neglect of Provider to perform any duties imposed upon or assumed by Provider by or under this Agreement. In the event that any suit or proceedings shall be brought against the CPMT or any of its officers, employees, agents, volunteers or representatives at law or in equity, either independently or jointly of the Provider, arising from the performance of services in connection with this Agreement, the Provider, upon notice given to it by the CPMT or any of its officers, employees, agents, volunteers or representatives, will pay all cost of defending the CPMT or any of its officers, employees, volunteers or representatives in any such action or other proceeding. In the event of any settlement or any final judgment being awarded against the CPMT or any of its officers, employees, agents, volunteers or representatives, either independently or jointly with the Provider, the Provider will pay such settlement or judgment in full or will comply with such decree, pay all costs and expense of whatsoever nature and hold the CPMT or any of its officers, employees, agents, volunteers or representatives harmless therefore.

21. **INSURANCE**

The Provider shall be responsible for its services and every part thereof, and for all personnel, materials, tools, equipment, appliances and property of all description used in connection therewith. The CPMT shall in no event be responsible for any direct or indirect damage or 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.

Provider shall at its sole expense obtain and maintain during the term of this Agreement insurance policies required by this Agreement. Any required insurance policies shall be effective prior to the provision of any services or other performance by Provider under this Agreement. The following policies and coverage are required:

(a) Commercial general liability insurance, written on an occurrence basis which shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury or person or property arising out of Provider's performance under this agreement. The normal limits of liability for this coverage shall be $1,000,000.00 combined single limit for any one occurrence.

(b) Contractual liability broad form insurance shall include the indemnification obligation set forth in Paragraph 20 of this Agreement.

(c) Workers' compensation insurance covering Provider's statutory obligations under the laws of the Commonwealth of Virginia and employers' liability insurance shall be maintained for all its employees engaged in work under this Agreement. Minimum limits of liability for employers' liability insurance will be $100,000 for bodily injury by accident each occurrence; $500,000 bodily injury by disease (policy limit); and $100,000 bodily injury by disease (each employee). With respect to Workers' compensation coverage, the Provider's insurance company shall waive rights of subrogation against the CPMT, its officers, employees, agents, volunteers and representatives.

(d) Automobile liability insurance shall be $1,000,000 combined single limit applicable to Provider owned, non-owned, borrowed, leased, or rented vehicles used in the performance of any work under this Agreement.

(e) Professional liability insurance with a minimum of liability of $1,000,000 per occurrence. The coverage shall remain in effect for two (2) years following the termination of this Agreement.

The insurance coverage in amounts set forth in subsections (a), (b), (c), (d), and (e) of this section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of $1,000,000. Should an umbrella liability coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to specific policy numbers indicated for the insurance providing the coverage required by subsections (a), (b), (c), (d) and (e). It is further agreed that such statement shall be made a part of the certificate of insurance furnished by Provider to the CPMT.

Nothing contained herein shall be construed to be a waiver of the CPMT's sovereign immunity under law.

22. **EVIDENCE OF INSURANCE**

All insurance shall meet the following requirements:

(a) Provider shall furnish the CPMT a certificate or certificates of insurance showing the type, amount and effective date and date of expiration of the policy. Certificates of insurance shall include any insurance deductibles.

(b) The required certificate or certificates of insurance shall include substantially the following statement:

"The insurance covered by this certificate shall not be canceled

or materially altered, except after thirty (30) days written notice which has been received by the Risk Management Officer of the _____.

(c) The required certificate or certificates of insurance shall name the County of Montgomery, its officers, employees, agents, volunteers and representatives as additional insured, except in the case of professional liability and Workers' Compensation Insurance. Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.

(d) Insurance coverage shall be obtained from an insurance company approved by the CPMT which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement shall be authorized to do business in the Commonwealth of Virginia.

23. **ASSIGNMENT**

The CPMT reserves the right to assign its rights and obligations under this Agreement to any other jurisdiction, which may become responsible for the services to any child under the Comprehensive Services Act-§ 2.2-2648 *et seq*., Virginia Code.

24. **TERMINATION**

The failure of the Provider to substantially comply with its responsibilities under this Agreement or any actions which in the opinion of the Chairperson of the CPMT shall constitute a threat to the physical or mental health, safety or well-being of a child or the family will constitute a default under this Agreement and upon written notice to the Provider, this Agreement shall immediately terminate. The Provider shall give seven (7) days verbal notice before discharging a child placed by CPMT pursuant to this Agreement.

This Agreement shall automatically terminate in the event the Provider fails to maintain any license, certificate or registration required to provide professional services specified in this Agreement. This Agreement shall automatically terminate if the Provider fails to maintain the insurance coverage as required in Section 21 of this Agreement, or i the Provider fails to maintain any license, certificate or registration required under this Agreement. If the Provider has any changes in its licensing status, the Provider shall immediately give the CPMT notice of such lapse. Such notice is not to exceed one (1) business day from the day the Provider is notified of any of the above changes.

Either party may terminate this Agreement by written notice directed to the attention of all persons executing the Agreement, mailed by certified mail, return receipt requested thirty (30) days in advance of the date of termination.

Except as otherwise provided herein, should any terms of this Agreement be breached by one of the parties, the other party shall have the right to terminate its obligations hereunder if the aforesaid breach is not cured within five (5) days after notice of the breach is given to the breaching party. This right of termination hereunder is in addition to, and not in lieu of, any and all other rights, which may be afforded to the non-breaching party.

25. **LICENSURE**

The Provider represents and warrants that it (i) duly holds all necessary licenses required by local, State, Federal laws and regulations and (ii) will furnish satisfactory proof of such licensure to the CPMT authorized representative within ten (10) days after the execution of this Agreement. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will immediately notify the CPMT authorized representative in the event such licensing is suspended, withdrawn or revoked. The Provider

agrees that such suspension, revocation withdrawal may constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of the CPMT to pay the Provider's invoices. The Provider further agrees to notify the CPMT if the Provider is appealing any action that might result in a change in licensure if the appeal is denied.

When a facility is placed on provisional license status, the FAPT and/or CPMT will review the IFSP of any child placed at that facility within thirty (30) days to determine if continued placement or removal is warranted, based on the facility's ability to meet the child's treatment needs. If removal is warranted, the child shall be moved to an appropriate placement within thirty (30) days of the FAPT/CPMT review. No new referrals will be made to any facility with a provisional license.

The Provider may also offer services that are not otherwise licensable by local, state or federal laws and regulations insofar as the provider adheres to all other requirements in this contract, and provides the CPMT with a program description that provides a thorough description of the services to be provided. This description, which should be attached to the contract, should include, but is not limited to: population served, exclusionary criteria, specific service information, level of education or skill of the individual providing the service, and the level of supervision provided.

26. **NOT A GUARANTEE**

This is a term contract for requirements and does not involve a definite financial obligation on the part of the CPMT, although the CPMT shall use this contract for the limitation of procurement of services as seen fit and or specified. This Agreement shall not in any way be

considered to be a guarantee by the CPMT to the Provider that any clients will be referred to the Provider.

27. **NONDISCRIMINATION**

During the performance of this Agreement, the Provider agrees as follows:

(a) The Provider will not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, sex, or national origin, except where religion, sex, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Provider, in all solicitations or advertisements for employees placed by or on behalf of the Provider, will state that such Provider is an equal employment opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.

(d) The Provider will include the provisions of the foregoing subparagraph (a), (b) and (c), in every subcontract or purchase order of over ten thousand dollars ($10,000.00), so that the provisions will be binding upon each subcontractor or vendor.

28. **COMPLIANCE WITH ALL LAWS, ORDINANCES AND REGULATIONS**

The Provider agrees to comply with all Federal, State and local laws, ordinances and regulations that may be applicable to this Agreement or the services that Provider is rendering under this Agreement.

29. **VENDOR AUTHORIZATION**

If provider is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, Provider warrants that it is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law.

30. **DRUG-FREE WORKPLACE**

During the performance of this contract, the Provider agrees to (i) provide a drug-free workplace for the Provider's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Provider that the Provider maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

31. **CONFLICT OF INTEREST**

Providers doing business with the CPMT shall not engage in any conduct that would result in any violation of §2.3-3100, *et seq*. of the Code of Virginia, 1950, as amended, or any subsequent statute adding to or superseding §2.3-3100.

32. **ETHICS**

Providers doing business with the CPMT shall not engage in any conduct that would result in any violation of §2.2-4371 B, *et seq*. of the Code of Virginia, 1950, as amended, or any subsequent statute adding to or superseding §2.2-4317.

33. **AMENDMENT** This Agreement constitutes the entire understanding between the Provider and the CPMT and may be amended only by written instrument signed by both the Provider and the CPMT.

34. **PERIOD OF CONTRACT**

The period of this contract shall be from July 1, 2015 through June 30, 2017. In the event the parties to this Agreement have not reached mutual agreement as to the rates or terms for the next fiscal year prior to the expiration of this Agreement, this Agreement shall be extended on a month-to-month basis. The Provider will continue services for the existing placement(s) at the current rates until agreement is reached. The CPMT will continue to pay for services for the child (ren) already placed with the Provider at the current rates until agreement is reached. No new placements will be made with the Provider until agreement to the new rates is reached. No retroactive payment will be made by the CPMT.

35. **CONTROLLING LAW** This Agreement shall be deemed to have been made in the Commonwealth of Virginia and shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia.

36. **NOTICES**

Any notice required by the terms of this Agreement shall be deemed duly given when delivered as follows:

Notice to the CPMT shall be sent to:

Name:	Mary Critzer
Title:	CPMT Chair
Address:	210 S Pepper St., Suite D
City, State, and Zip Code	Christiansburg, VA 24073
Telephone:	540.382.5781
Fax:	540.382.5780

Notice to the Provider shall be sent to:

Name:
Title:
Address:
City, State and zip code:
Telephone:
Fax:

37. **FINANCIAL CONTACT**

The CPMT requires fiscal contact information to send Purchase of Services Order for any child-specific services approved by the CPMT:

Provider's Fiscal Contact:

Name:
Title:
Address:
City, State and zip code:
Telephone:
Fax:

IN WITNESS WHEREOF, the undersigned have voluntarily signed this Agreement.

MONTGOMERY COUNTY COMMUNITY POLICY AND MANAGEMENT TEAM:

By_____ Date_____
Mary Critzer, CPMT Chair

PROVIDER:

By _____ Date: _____
Signature

Printed name and title: _____