

**Lunenburg County Office of CSA
Lunenburg County Department of Social Services
11387 Courthouse Road
Lunenburg, Virginia 23952
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Children's Services Act for At-Risk Youth and Families

Principal Agreement

Introduction

This Principal Agreement ("Contract") is intended to address and contain all of the terms, parameters, guidelines, and expectations that must be met by any provider of services _____ ("Provider") to any and all children under the care and responsibility of the **Lunenburg County Community Policy and Management Team ("CPMT")**. In order for this Contract to be valid and enforceable, it must be signed by the Chairman or his designee of the **Lunenburg County CPMT ("Buyer")** and an authorized agent of _____. ("Provider"). By signing this Contract, the Buyer and the Provider's authorized agent hereby recognize and attest that they are authorized to enter into this Contract and bind their respective agencies thereby.

WHEREAS, the Buyer, in collaboration with its Family Assessment and Planning Team ("FAPT"), has determined that various services should be provided to or on behalf of an individual child or children by the Provider; and

WHEREAS, the Buyer procures identified services on an individual recipient basis under the terms of this Contract; and

WHEREAS, the Provider has established itself as a qualified provider of services that may be procured by the Buyer for individual clients, has provided a complete description of those services, and meets all applicable local, state, and federal standards relative to and necessary for the services to be provided;

NOW, THEREFORE, the Buyer and Provider, in consideration of the terms, conditions, and mutual obligations provided for by this Contract and other good and valuable consideration as provided herein, hereby mutually agree as follows:

This Contract is effective upon receipt, between Lunenburg County CSA- Community Policy and Management Team and the Provider, and shall expire at the close of business on the 30th day of June, 2025.

This is a term agreement for requirements and does not involve a definite financial obligation on the part of the Buyer, although the Buyer shall use this contract for the limited purpose of procurement of services as seen fit and/or specified. Both parties recognize, understand, and agree that this Contract and all obligations, invoices or bills submitted there under are subject to the appropriation of funds by the Board of Supervisors for the County of Lunenburg, Virginia for the purpose of providing the services hereunder and subject to the availability of funds pursuant to such appropriation.

This Contract may be terminated by either party to be effective upon a date certain with thirty (30) days written notice of the date certain provided by the advance notice of termination.

1. **Adherence to Law:** This Contract is subject to the provisions of the Federal Law, as amended, the amendments thereto, and relevant state and local laws, ordinances, regulations and rules or regulations of pertinent health and behavioral health accreditation agencies/organizations. The Buyer may modify

this Contract unilaterally to comply with any requirements mandated by federal, state or local law by giving written notice of said modification to the Provider, which modification shall be effective upon the Buyer's providing notice.

2. **Choice of Law and Forum:** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the Commonwealth of Virginia and any action, administrative or judicial, brought to enforce any provision of this Contract shall be brought only in Lunenburg County. The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Contract for purposes of that action and waives all defenses to the maintenance of such action.

3. **Specific Interpretations:**

- A. **Waiver:** The failure of the Buyer to enforce at any time any of the provisions of this Contract, or 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 Contract or any part thereof, or the right of the Buyer to thereafter enforce each and every provision.
- B. **Remedies Cumulative:** All remedies afforded in this Contract shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.
- C. **Severability:** If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be in conflict with any law, or otherwise unlawful, of no effect, or unenforceable, the validity of the remaining portions or provisions shall be construed and enforced as if this Contract did not contain the particular part, term, or provision held to be invalid.
- D. **Captions:** This Contract includes the captions, headings, and titles appearing herein for convenience only, and such captions, headings, and titles shall not affect the construction, interpretation, or meaning of this Contract.
- E. **Contract Construction:** Neither the form of this Contract, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.
- F. **Cooperation by Provider in Litigation:** In the event that a due process hearing or other proceeding is initiated regarding the services or placement of a child, either with a disability or without. Provider agrees to cooperate and supply personnel to testify as requested by the Buyer or LCPS and without charge.
- G. **Termination of Contract:** If the Provider fails to comply with any part of this Contract, the Buyer may, by notice of default to the Provider, terminate or revise the whole or any part of this Contract and collect from the Provider any funds already paid by the Buyer to the Provider. The Buyer may terminate this Contract at any time when doing so is deemed by the Buyer to be in the best interests of the client being served and if such termination occurs, the Provider recognizes, understands, and agrees that the Provider shall have no recourse, claim, or basis for recovery for termination or breach of contract and waives any such claims or rights thereto. The Provider may terminate the whole of this Contract upon thirty (30) calendar days advance written notice to the Buyer and only for client-related causes, such as client behavior affecting the safety and security of other peers or staff.

- 5 **Employee Background Checks:** Employees, volunteers, or other personnel providing services to or having contact with a client placed with or by Provider must be checked and cleared through the child protective service registry in the state in which the child/student is placed prior to having a contact with the child/student. If it is known that the employee has moved from another state and has worked with children within one year of his or her employment, the prior state of residence's child protective service registry must also be checked and cleared prior to contact with the child/student. If the Provider is notified that any of its employees, volunteers, or other personnel are named in a child protective service registry, then this information will be made available by the Provider to the Buyer immediately but in no case later than three (3) working days of such notice. The Provider shall be in compliance with its state's laws, regulations, and licensure requirements relating to the conducting of criminal checks of its employees. Consistent with the provisions of §22.1-296.3 of the Code of Virginia, which provisions are incorporated herein by reference, if Provider falls within a category of school described therein, such Provider shall require fingerprinting and the related criminal records checks of all applicants who accept employment.
6. **Licensure:** The Provider represents and warrants that it and its staff (1) duly hold all necessary licenses, permits, certifications, and registrations required by local, state, or federal laws and regulations and (2) will furnish satisfactory documentation and proof of such status to the Buyer's representative within ten (10) days after the execution of the Agreement. The Provider shall maintain its required license, permit, certification or registration status with the appropriate governmental authorities and will immediately notify the Buyer in the event such license, permit, certification, or registration is subject to an enforcement action, suspended, withdrawn, revoked, or downgraded for any reason. The Provider agrees that such suspension, revocation, withdrawal, or downgrade may constitute grounds for the immediate termination of this Agreement. Misrepresentation of possession of such license shall constitute a breach of contract and shall act to terminate this Agreement without written notice and without financial obligation on the part of the Buyer to pay the Provider's invoices.
- 7 **Service Quality:** The Provider shall deliver satisfactory services at or above the quality standard in the industry or as appropriate for a special education student or a child with a disability, when applicable, and in accordance with the IEP. Federal laws, Virginia Department of Education, and any other State or Federal licensing bodies shall set forth the guidelines for the minimum quality of service acceptable. The Provider shall permit representatives of the Buyer to conduct program and facility reviews at any time with or without notice to assess service quality and compliance with the IEP of any child under the supervision or authority of the Buyer. Such reviews may include, but are not limited to, meetings with clients, 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 under the supervision and authority of the Buyer, and meeting with any staff directly or indirectly involved in the provision of services to any child under the supervision or authority of the Buyer. Such reviews may occur as deemed necessary by the Buyer and may be unannounced.
8. **Service Rates:** The Provider shall clearly inform the Buyer of all service rates, and the corresponding service descriptions, prior to requesting the Buyer's signature on a placement agreement. The Provider may not increase the rate for any service within the fiscal year, unless an agreement is negotiated between the Buyer and Provider. 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 Children's Services Act Coordinator.

9. **Billing:** The Provider shall bill the Buyer each month for all services rendered to a child. The Provider shall bill the Buyer for any and all services provided within thirty (30) days of the date on which the service was provided. The Buyer agrees to mail payment for all correct invoices within forty-five (45) days of receipt of the invoice. In no case, shall the Buyer be obligated to pay for services rendered to a child when the Provider fails to submit an invoice to the Buyer for such services within forty-five (45) days of the date of the service. The invoice submitted by the provider shall list: the applicable services provided by funding source category as directed by the Buyer and shall specify the name of the child to whom each service was provided and the month of service. The amount billed for services shall be no more than the amount agreed upon when authorizing services to the child to whom the service was provided. The Provider agrees to bill and the Buyer agrees to pay for only those services authorized and documented by the Provider as delivered to the specific child. Documentation of satisfactory service delivery shall accompany each invoice submitted to the Lunenburg CSA Office for payment. Payment shall be withheld until documentation of satisfactory service delivery is submitted. If documentation is not submitted by (30) days prior to the end of the fiscal year, typically by June 1st, the invoice corresponding to the month lacking documentation of service delivery will not be paid. The Provider shall bill the Buyer for the actual time increments of service provided to the child. The service will include the name of the child and be documented and billed in a clear manner, with references to the service provided during the time increments.
10. **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 submit the corrected invoice to the Buyer for payment. If the Provider disagrees with the determination of the Buyer and determines 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 documents 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. All invoices must be provided to the Lunenburg County CSA Office no later than 30 days after the close of the prior fiscal year. For example, in FY 2019 all invoices must be received by August 1st of 2019 in order to receive payment. Invoices received after August 1st of 2019 will not be paid. The Provider shall immediately notify the Buyer of any overpayment for services by the Buyer and offer to either credit the Buyer for the overpayment or refund the overpayment to the Buyer, at the Buyer's discretion.
11. **Accounting and Record Keeping:** The Provider 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. Supporting records maintained by the Provider shall reflect all direct and indirect costs of any nature expended in the performance of this Contract and all income from any source. The Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Contract for a child under the supervision or authority of the Buyer on forms designated by the Buyer. The Provider agrees to retain all books, records, and other documents relative to this Contract for a child under the supervision or authority of the Buyer for three years after any final payment pursuant to this Contract and for a child under the supervision or authority of the Buyer or as long as necessary for purposes of any local, state, or federal audit or investigation. The Buyer, its authorized agents, and local, state, or federal auditors or investigators shall have full access to and the right to examine any of said materials during an audit or investigation.
12. **Attendance:** The Provider shall maintain daily attendance records and shall provide weekly attendance reports for all children served by the Provider. All attendance records shall be accessible

and subject to inspection by the Buyer, and promptly provided for the Buyer's review, upon request. The Provider shall maintain monthly attendance records and shall submit monthly attendance reports to the Lunenburg County CSA Coordinator and the Buyer within ten (10) business days after the last day of each calendar month for the preceding calendar month. The Provider shall consult with the Special Education Coordinator, LCPS Case Manager, and CSA Coordinator for any child's pre-planned school absences. The Provider shall report any unplanned absences (three days or greater) or excessive tardiness of any Lunenburg County child served by the Provider to the Buyer. Reports of unplanned absences shall be sent to the Buyer in writing, via e-mail, or fax no later than the fourth consecutive day absent or sixth day absent within a month and after no more than five reports of tardiness within one month. The provisions of §22.1-258 of the Code of Virginia regarding attendance requirements are incorporated herein and shall govern when in conflict with the following provisions. If a child has been absent for a period of three (3) or more consecutive school days or for five (5) or more cumulative school days in a single month, the Provider shall (1) notify the Buyer in writing immediately; (2) investigate the reasons for such absence; and, (3) prepare a written report regarding the circumstances, which shall be submitted to the Buyer within five (5) days of the notification to the Buyer. The report shall include supporting documentation, if available, and shall be verified by the signature of an authorized Provider representative. Such absences shall be explained on the monthly invoice submitted to the CSA office and the report provided in support. If such absences are not warranted and supported by written explanation, they shall be considered unexcused and reported immediately to the LCPS Special Education Coordinator and the Buyer. Upon the Provider's notification to the Buyer of the absences described above and after receipt of the Provider's report, the respective LCPS attendance officer shall convene a meeting with the child, his or her parents or legal guardian, and the Provider to develop an attendance plan, if required by compulsory attendance laws. In the event that the child is absent without authorization for more than five (5) school days, the attendance officer shall convene a meeting with the child and his or her parents or legal guardian to develop an attendance plan. After five (5) consecutive absences, the Provider shall suspend billing for services rendered to the child. Pending adherence to the attendance plan, billing may be renewed. The Provider shall not be reimbursed for more than five (5) unexcused absences per billing period.

13. **Confidentiality:** Any information obtained by the Provider pursuant to this Contract concerning applicants, a child under the supervision or authority of the Buyer, or such child's family members shall be confidential and treated accordingly. Use or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibility for services under this Contract, as required by law or court order. 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, including the Family Educational Rights and Privacy Act.
14. **Reports:** Unless otherwise stipulated, the Provider, in concert with LCPS IEP Team, shall submit to the Buyer and to LCPS in the case of a child with a disability, a proposed written IEP, within thirty (30) calendar days of the initiation of services to the child/youth. The IEP shall include all information required by the IDEA. Reports from Providers of IEP services shall include no less than the following information: type(s) and number(s) of disabilities, mental health and mental retardation diagnoses, or delinquent behaviors, prognosis, short and long term goals, expected outcomes, and performance timeframes mutually agreed upon by parents/legal guardians and LCPS. Progress reports submitted to the CSA Office and LCPS shall include progress or lack of progress of the child on long and short term goals, and reasons thereof, any anticipated change to expected outcomes, medications administered (if any), and any significant incidents affecting the child. If the Provider fails to provide any written treatment plan, progress report, or termination report in a timely manner, the Buyer may withhold payment of the Provider's invoices until such plan or report is received and

deemed satisfactory by the Buyer. The Provider shall provide a monthly utilization and progress report for each child to the CSA Coordinator. The Provider shall submit the monthly utilization report within five (5) days after the last day of each calendar month.

15. **Serious Incident Reporting:** The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by the Buyer. A serious incident includes but is not limited to, 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); instances of restraint or seclusion; suicide attempt or self-inflicted injury; unexplained absence; 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 contacting the case manager of the placing agency of each youth involved and shall notify the CSA Coordinator in writing via email or fax. Within 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 detailing the serious incident and shall send a copy of the written report to the CSA Coordinator. 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 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 Buyer or a case manager determines that a serious incident has occurred, the case manager will notify the Provider. The Provider shall within 48 hours of the case manager's notification complete and submit a written report as provided above in this section.

16. **Transportation to Court:** The lead agency case manager shall inform the Provider with notice of a scheduled court date at least fifteen (15) business days prior to such date. The Provider agrees 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 Provider agrees to notify the Buyer at least seven (7) business days prior to a scheduled court date of any inability on the Provider's part to transport a child to a scheduled court hearing, to recommend alternate transportation arrangements, to be provided by a subcontractor to the Provider, and to make such arrangements, at the option of the Buyer, for which the Provider assumes all responsibility and liability. The Provider further agrees that a shortage of staff does not constitute exigent circumstances for purposes of this Contract and if such shortage of staff precludes the Provider from providing transportation services, the Provider agrees to recommend alternate transportation arrangements, to be provided by a subcontractor to the Provider, and to make such arrangements, at the option of the Buyer, for which the Provider assumes all responsibility and liability. If exigent circumstances prevent the Provider from providing transportation services and the Buyer assumes costs for securing alternate transportation services for a child, the Buyer shall credit pending or future invoices submitted by the Provider by an amount equal to such costs or shall submit an invoice for payment of such costs to the Provider, at the Buyer's option. The Provider agrees to bill the Buyer for costs of transportation in accordance with the billing

provisions agreed to in this Contract, excepting those transportation costs associated with the Provider's inability to provide transportation services absent exigent circumstances.

17. **Grievances:** In the event that a child under the supervision or authority of 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 and will cooperate in any investigation.
18. **Subcontracts:** The Provider shall not enter into any subcontract for any of the services approved under this Contract without obtaining the prior written approval of the Buyer. Subcontractors shall be subject to all of the provisions, requirements, and conditions of this Contract. Provider shall be solely responsible for the performance of any of its subcontractors.
19. **Not Employees:** The Provider's performance under this Contract is as an independent contractor, and neither the Provider nor its employees, servants, agents, assignees, or subcontractors shall be deemed employees of the Buyer while performing under this Contract.
20. **Insurance:** The Provider shall at its sole expense obtain and maintain during the term of this Contract the insurance policies listed and required herein, naming the Buyer as an additional insured, and shall furnish the Buyer with a certificate of insurance prior to commencing work pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this contract and such policies cannot be cancelled without ninety days written notice to the Buyer. The following insurance is 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 to person or property arising out of the Provider's performance under this Contract. The minimum 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 this contract. C.) Workers' compensation insurance covering Provider's statutory obligations under the laws of the Commonwealth of Virginia and employer's liability insurance shall be maintained for all employees engaged in work under this contract. Minimum limits of Liability for employer's liability insurance will be \$100,000 for bodily injury by accident each occurrence, \$100,000 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 Buyer, its officer, employees, agents, volunteers, and representatives. D.) Automobile liability insurance shall be at least \$1,000,000.00 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract. E.) Professional liability insurance with a minimum liability of 1,000,000.00. The insurance coverage in amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$1,000,000.00. Should an umbrella liability coverage policy be used to satisfy the requirements of this section, such coverage shall be accompanied by a certificate of endorsement stating that the policy applies to all of the above types of coverage and insurance.
21. **Anti-Discrimination:** During the performance of this Contract, the Provider agrees as follows: A.) The Provider shall not discriminate against any 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 policy. 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 opportunity employer. C.) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of this Contract provision. D.) The Provider shall include the provisions of the foregoing paragraphs (a), (b), and (c) in every subcontract or purchase order so that the provisions will be binding upon each subcontractor or Provider.

22. **Indemnity:** The Provider shall indemnify, defend, and hold harmless the County of Lunenburg, Virginia, the LCPS, their respective officers, agents, and employees and the Buyer and its officers, agents, and employees from and against any and all losses, liabilities, claims, damages and expenses including court costs and attorneys' fees arising from any material default or breach by the Provider of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Provider, its officers, agents, employees, and subcontractors.
23. **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, which cannot reasonably be forecast or provided against.
24. **Miscellaneous:** A.) *Additional Provisions:* Any document referred to in this Contract but not attached hereto is hereby incorporated in this Contract by reference. B.) *Merger:* This Contract, including all documents incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract 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 Contract's subject matter shall be of any effect. C.) *Modification:* This Contract 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 Contract. D.) *Order of Precedence:* Where there exists any inconsistency between the provisions of this Contract and the provisions other documents that have been incorporated into this Contract by reference or otherwise, the provisions of this Contract shall control.

WITNESS WHEREOF, the Buyer and the Provider have caused this CONTRACT to be executed by officials hereunto duly authorized.

Signature-Authorized Representative of

Printed Name

Title

Date

Signature-Authorized Representative of Buyer

Lunenburg County CSA CPMT Representative

Title

Date

CERTIFICATION OF BACKGROUND CHECKS

This is to certify that all employees of _____ who deal directly with youth have undergone criminal history record checks with the Federal Bureau of Investigation (FBI) and the Central Criminal Records Exchange (CCRE), as well as the Child Protective Services Central Registry Search, and these record checks have yielded no information which would disqualify any employee from providing contractual services directly to the youth or from being alone with the youth in the performance of the employee's duties.

Signature

Date

Title/Position