Fairfax-Falls Church
Community Policy and Management Team
Children's Services Act
12011 GOVERNMENT CENTER PARKWAY,
FAIRFAX, VA 22035

Contract Number: ☐

This agreement for the purchase of services entered into by the Fairfax-Falls Church Community Policy and Management Team (CPMT) or the Fairfax County Department of Family Services (DFS), as the case may be, hereinafter referred to as the "Buyer" and the Provider, noted on the Provider Contact Sheet.

WITNESSETH that the Provider and the Buyer, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the Buyer as set forth in the Contract Documents and appropriate service addenda.

PERIOD OF PERFORMANCE: From date of award, through June 30, 2030.

COMPENSATION AND FUNDING: (See Section attached Contract Rate Sheet for agreed upon services and rates.)

The contract documents shall consist of:

(1) This signed form;

(2) The completed Provider Contact Sheet

(3) The Agreement for the Purchase of Services and specific service Addenda checked off below:

- ☐ Addendum A: Special Education
- ☐ Addendum B: Congregate Care and Residential Treatment
- ☐ Addendum C: Community-Based Service
- ☐ Addendum D: Treatment Foster Care
- ☐ Addendum E: Outpatient Services
- ☐ Addendum F: Evidence Based Treatment
- ☐ Other Addendum:

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

SAMPLE

Provider:	Fairfax County Children's Services Act as the Buyer:
SIGNATURE:	SIGNATURE:
PRINTED NAME:	PRINTED NAME:
TITLE:	TITLE: Children's Service Act Program Director
DATE:	DATE:

SAMPLE

CSA PROVIDER INFORMATION FY2027					
Corporate (Legal) Name					
DBA (if applicable)					
Business Address					
City		State		Zip	
Phone Number					
CEO			CEO Email		
CEO Phone			CEO Fax		
Contract Contact			Contract Email		
Contract Phone			Contract Fax		
Admissions Contact			Admissions Email		
Admissions Phone			Admissions Fax		
Payment Contact			Payment Email		
Payment Phone			Payment Fax		
Serious Incident Contact			Serious Incident Email		
Serious Incident Phone			Serious Incident Fax		
Quality Assurance/Risk Management Contact			Quality Assurance/Risk Management Contact		
Quality Assurance/Risk Management Phone			Quality Assurance/Risk Management Fax		
Nonprofit Agency			Yes		No

AGREEMENT FOR PURCHASE OF SERVICES

This Agreement is entered into by and between the Fairfax-Falls Church Community Policy and Management Team (CPMT) or the Fairfax County Department of Family Services (DFS), as the case may be, hereinafter referred to as the "Buyer" and the Provider on Provider Contact Sheet above. It is understood that this entire Agreement for Purchase of Services, hereinafter referred to as the "Agreement," contains General Terms and Conditions which are to be adhered to by all parties, as well as Specific Terms and Conditions of the Addendum, if any, applicable to the services to be provided by the Provider, and a Rate Sheet. Where there exists any inconsistency between the General Terms and Conditions of the Agreement and the terms of the Addendum, if any, the provisions of the Addendum will control.

Whereas the Buyer is responsible for providing services purchased hereunder pursuant to Title 2.2https://law.lis.virginia.gov/vacode/title2.2/chapter52/5200 - 2.2-5214 of the Code of Virginia; (https://law.lis.virginia.gov/vacode/title2.2/chapter52/)

Whereas the Provider has established itself as a qualified provider of the services purchased hereunder and meets all applicable State and federal standards relative to those services:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. ADHERENCE TO LAW: This Contract is subject to the provisions of the Code of Federal Regulations, the amendments thereto, and relevant state and local laws, ordinances, regulations and pertinent health and behavioral health accreditation agencies/organizations. The Buyer may modify this Contract to comply with any requirements mandated by federal, state, or local law by giving written notice of said modification to the Provider.

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 the Circuit Court of Fairfax County.

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.

SAMPLE

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 state or federal law, 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 construal, interpretation or meaning of this Contract.

E. *Contract Construal.* 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.

4. OTHER AGREEMENTS:

A. Any documents expressly referred to in this Agreement but not attached hereto, including among others, the Individual Family Service Plan (IFSP) and the Individualized Education Program (IEP), are incorporated by reference as part of this Agreement.

B. The Buyer's case managers are not authorized to sign agreements provided by the Provider. The Provider will not request the Buyer's case managers sign any documents or placement agreements that could be construed as a contract. **The Department of Family Services Foster Care and Adoption Case Managers are authorized to sign placement agreements with Treatment Foster Care child placing agencies as they are the legal guardian of the child/youth.*

C. In the event any provision of the Agreement for Purchase of Services is inconsistent with the placement agreement of the Provider the provisions of the Agreement for Purchase of Services will prevail.

5. ACCEPTANCE OF FAIRFAX-FALLS CHURCH SYSTEM OF CARE PRACTICE STANDARDS: Practice standards are guidelines used to determine what a human services professional involved with a youth with serious behavioral or emotional issues should or should not do. Standards may be defined as a benchmark of achievement which is based on a desired level of excellence. They are based on our values and principles and articulate our common agreement on how youth and families should be served. The Standards were developed by an inter-agency team of practitioners who work with youth and families with behavioral and/or emotional issues or development disabilities with a significant behavioral component. The Standards are consistent with the philosophy and practices of family partnership meetings and intensive care coordination.

A. ***Participation in Service Planning:*** Our system supports families to fulfill their primary responsibility for safety, the physical and emotional health, the financial and educational well-being of their children. Voices of youth and parents are heard, valued, and considered in decision-making regarding safety, permanency, and well-being as well as in service and educational planning and in placement decisions.

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B. ***Service Integration and Care Coordination:*** Our system embraces the concepts of shared resources, decision making and responsibility for outcomes. All stakeholders work collaboratively with each other and the family to gain maximum benefits from available resources. Youth with emotional, intellectual, or behavioral challenges receive integrated services and care coordination in a seamless manner.

1. Team-based planning processes encompass a variety of structures and models. A group of people, chosen by the family and connected to them through natural, community, and formal support relationships work together to develop and implement the family's plan; address unmet needs; and work toward the family's vision. Best practice models for team-based planning include family team meetings, wraparound teams and family group conferencing.
2. Care Coordination is a process-oriented activity that ensures ongoing communication and collaboration with youth and families with multiple needs. The activity can include facilitating communication between the family, natural supports, community resources, and involved child-serving providers and agencies; organizing, facilitating and participating in team meetings at which strengths and needs are identified, and safety planning occurs. The activity provides for continuity of care by creating linkages to and managing transitions between levels of care and transitions for older youth to the adult service system.

C. ***Equitable Access & Cultural Competency:*** County, community and private agencies embrace, value and celebrate the diverse cultures of their children, youth, and families and will work to eliminate disparities in outcomes. Families receive culturally and linguistically responsive services.

D. ***Accountability:*** We are accountable at the individual youth and family, system, and community levels for desired outcomes, safety and cost effectiveness.

E. The CPMT has adopted the Columbia-Suicide Severity Rating Scale as a system-wide evidence-based tool for the identification of suicide risk for case managers, home-based providers, and care coordinators that are working with youth with intensive needs. Staff who work with CSA funded youth are strongly encouraged to complete the C-SSRS training available online at http://cssrs.columbia.edu/training/training-options/. The live webinars, pre-recorded sessions and video tutorials are made available free of charge by the Columbia Lighthouse Project. All providers are urged to incorporate this rating scale into their practice models and access the on-line training.

F. The CPMT is committed to a ***Trauma Informed*** approach for all services. (Trauma Informed: A trauma informed approach to the delivery of behavioral health services includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations. It involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events, whether acute or chronic.)

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6. One Fairfax: One Fairfax is a social and racial equity policy that was adopted by the Board of Supervisors on November 21, 2017. The policy commits both the Board of Supervisors and the Fairfax County School Board to intentionally consider equity in decision-making and in the development and delivery of future policies, programs and services. It's a declaration that all residents deserve an equitable opportunity to succeed if they work hard – regardless of their race, color, sex, nationality, sexual orientation, income or where they live. Providers must adhere to this policy and provide supporting documentation upon request. The One Fairfax policy can be read in its entirety at:
https://www.fairfaxcounty.gov/topics/sites/topics/files/assets/documents/pdf/one-fairfax-policy.pdf.

7. QUALITY OF CARE:

A. The Provider shall permit representatives authorized by the Buyer 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, classroom monitoring, meetings with the child(ren) & youth provided for under this Agreement, review and copying of 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 the Buyer and may be with or without prior notification. The above-mentioned fiscal reviews are limited to the invoices associated with specific Fairfax CPMT-placed children.

B. The Provider will ensure that the treatment/service plan is developed in conjunction with the Buyer, is consistent with, and can be expected to meet, the goals recorded in the IFSP, IEP, and supporting documents. The Provider will assure that the treatment services delivered are consistent with the treatment/service plan for the child/youth and family. The provider will ensure that treatment/service plans (IFSP) for Virginia children are driven by and regularly reassessed based on the functional assessments in the state mandatory uniform assessment, the Child and Adolescent Needs and Strengths (CANS) instrument. The Provider will ensure that the youth and the family are progressing toward the goals in the treatment/service plan and/or IEP and will notify the Buyer's case manager if progress is not being made. The Buyer will review the procedures related to emergencies, client satisfaction, and service delivery to assure implementation of all aspects of the treatment/service plan and/or IEP. The Buyer will share formal assessment of outcomes with the Provider and client perceptions of satisfaction and outcomes.

C. 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 Buyer's case manager the proposed relocation, the circumstances surrounding the proposed relocation, and the impact the move shall have on the child a minimum of five (5) business days prior to any move being made, unless an

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emergency regarding child safety and well-being cause an emergency move. If the Buyer disagrees that it is in the best interest of the child, or is not in accordance with the child's IFSP, the Buyer may make alternative placement plans for the child.

D. If the Provider is unable to discuss the relocation with the Buyer's case manager prior to its occurrence, the Provider shall notify the Buyer's case manager within 24 hours of the move or by the next business day. The Buyer may make alternative placement plans for the child if the relocation is not in the best interest of the child or is not in accordance with the child's IFSP.

E. Discharge planning will begin at intake and be consistent with IFSP and other supporting documents. Discharge plans will include time targeted goals, and steps to reaching as laid out in the corresponding Addenda.

8. PERFORMANCE MEASURES AND OUTCOMES REPORTING:
The Provider will submit any annual or periodic reports that include performance measures and/or outcomes data that is disseminated to the public, purchasers of provider services, stockholders and/or donors, and/or as required by local, state, or federal reporting. Such reports shall be sent to: Fairfax-Falls Church CSA Program, Attn: CSA CQI Staff, 12011 Government Center Parkway, 4th Floor Fairfax, Virginia 22035 Fax: 703-653-1369 Email: DFSCSA@fairfaxcounty.gov by August 15 of the subsequent fiscal year.

9. REPORTING: All individual purchases of services require case specific reports be submitted to the Buyer by the 15th day of the month following the period being reported, per the specific service Addendum to this APOS. This assures CSA Service Authorization reviews are completed timely in order to continue funding.

A. TREATMENT PLAN/SERVICE PLAN/EDUCATIONAL PLAN
The Provider shall submit to the Buyer's case manager a proposed written IEP and/or treatment plan, as the case may be, within 30 calendar days of the initiation of services to the child/youth. The IEP/treatment plan shall include at least the following information: type(s) and number(s) of disabilities, and/or mental health and intellectual disability diagnoses, and/or delinquent behaviors which the purchased services are intended to address; prognosis; short- and long-term goals; expected outcomes; and performance timeframes mutually agreed to between the Buyer and Provider when the services are purchased. All treatment plans shall include at least the following information: short- and long-term goals with action steps; anticipated time of discharge and transition plan; and medications administered (if any).

B. REPORTS

1) All reports (progress, monthly, quarterly, and termination) shall be submitted to the Buyer's case manager by the 15th day of the month following the end of the month, quarter, or discharge, as applicable.

2) All reports shall incorporate progress or lack of progress of child toward treatment goals and reasons thereof, medications administered (if any), medication changes, and any significant incidents affecting the child including change of therapist.

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Educational progress reports should include progress made by the child or lack thereof indicated by the educational goals/objectives.

3) Each service type requires specific data elements be included in reports. See each applicable service addenda for specific elements.
4) If the Provider fails to provide any written treatment plan, progress report, educational 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.
5) All reports will include progress on independent living goals where applicable.
6) For children funded under Virginia Medicaid, a copy of the monthly written report submitted to Medicaid must also be submitted to the Buyer's case manager within the timeframes stipulated by Medicaid.
7) All IEPs must be submitted on Fairfax County Public Schools (FCPS) or Falls Church City Public Schools (FCCPS) forms which will be made available by the Buyer.

10. SERIOUS INCIDENT REPORTING:

A. A. The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which involves youth referred or placed by the Buyer, including incidents that occur on Homes Passes from Group Home and Residential Treatment Facilities. Serious Incidents include, but are not limited to:

1. abuse or neglect
2. seclusions and details of each seclusion including duration
3. restraints and details of each restraint including duration
4. criminal behavior
5. death
6. emergency medical treatment
7. facility-related issues, such as fires, flood, destruction of property
8. food borne diseases
9. medication errors resulting in serious injury to a client or medication errors indicating a pattern of behavior (such as regular refusals or adverse reactions)
10. other incidents which jeopardize the health, safety, or wellbeing of the youth
    a. Suspected harm or intended victim or aggressor
    b. Incidents that result in an increase in supervision or change in standard protocol due to safety concerns, regardless of reason for placement
    c. Any incident that requires immediate attention and decisive action to prevent or minimize harm
    d. Concerning patterns of behavior that may or may not be related to the referral reason
11. physical assault/other serious acts of aggression
12. serious illnesses (such as tuberculosis, meningitis, or other communicable diseases)

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13. serious infractions of facility or school rules
14. serious injury (accidental or otherwise)
15. sexual misconduct/assault
16. suicide attempt
17. unexplained absences and/or elopement

B. **Within 24 hours of knowledge of a serious incident, as defined above, the Provider shall report the incident by speaking to or leaving a voice message or emailing the Buyer's case manager and legal guardian for each youth involved.** For youth in the custody of the Department of Family Services, if the case manager is not contacted in person, a call to the Foster Care After-Hours number (703) 257-3974

C. **Within 3 business days of the verbal report of the serious incident, the Provider must submit a written serious incident report to :**

Fairfax-Falls Church CSA Program
Attn: CSA CQI Staff,
12011 Government Center Parkway, 4th Floor
Fairfax, Virginia 22035
Fax: 703-653-1369
Email: DFSCSA@fairfaxcounty.gov

Reports should consist of a concise account of the incident and include: name of provider and, if applicable, facility name; 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, including whether physical restraint or seclusion was used; 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.

D. 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.

E. The following types of **serious incidents which do not directly involve youth placed by the Buyer, but impact the health, safety or wellbeing of youth placed by the Buyer,** should also be reported to the Buyer for all programs, sites, and facilities where the Provider currently has a contract with the Fairfax/Falls Church Community Policy Management Team:

1) the death of any student or resident
2) any serious criminal activity in a facility or on the grounds where the Buyer has placed a child
3) sexual assault of any resident

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4) any serious contagious illnesses
5) facility-related issues, such as fires, flood, destruction of property, or other incidents which jeopardize the health, safety, or wellbeing of the youth
6) Suspension of staff due to non-employment related allegations that involve allegations of abuse and neglect of children.

The report should include the nature of the incident, date, time, and facility address in accordance with all federal, State, and local laws relating to appropriate standards of conduct by the Provider relating to confidentiality and HIPAA. A verbal report should be made to the CSA Utilization Manager at (703) 324-3868 within 72 hours, and a written report that states the nature of the incident must be submitted within 10 business days to: the **CSA CQI Staff via facsimile at (703) 653-1369 or the address above in 10.C.** In the event the Buyer's case manager determines that a serious incident has occurred the Buyer's case manager will notify the Provider of the allegation. The Provider shall within 48 hours of the case manager's notification complete and submit a written report as provided, supra.

11. RECORDS MAINTENANCE:

A. 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 or approved by the Buyer. The Provider shall maintain such program records as may be required by the Buyer. The Provider covenants to retain all books, records, progress reports, educational records, and other documents relative to this Agreement for three (3) years after termination or 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 Buyer, 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 Buyer full restitution of any such funds.

B. The Buyer, based upon findings, may require that the Provider, within 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.

12. FINANCIAL REVIEWS OF PROVIDERS:

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A. The Buyer reserves the right to review Provider's financial records for the purpose of determining the financial stability of the company in relation to the County's contracted programs, adequacy of internal controls, and propriety of accounting and or budgetary review of contract funds. These reviews may be conducted either remotely or via onsite visits from Fairfax County officials assigned to conduct such reviews.

B. For purposes of the routinely scheduled reviews, contractors may be required to provide to Fairfax County annually, the following records as applicable:

1) Annual Audited Financial Statements and related footnotes and supplemental schedules, to include Balance Sheet/Statement of Financial Position, Income Statement/Statement of Activities, and Statement of Cash Flows,
2) Independent Auditor's Report/Opinion Letter,
3) Independent Auditor's issuance of any Management Letter Comments (MLC), or a statement that no MLC letter was issued,
4) Management's Discussion and Analysis (MD&A), if applicable, or a statement that no MD&A was prepared and presented in the financial statements,
5) Circular A-133 audit opinion letter, if applicable, or a statement that it is not applicable,
6) Commission on Accreditation of Rehabilitation Facilities (CARF) Survey Report, if applicable, or a statement that it is not applicable,
7) Federal IRS Form-990, 1120, 1065, or other applicable Income Tax return filing as applicable, with all supporting schedules and attachments,
8) Any M-1 adjustment or other reconciling information needed to agree Financial Statements to the Tax Returns filed, and
9) Any other required notifications of financial difficulties or internal control issues that are found that could impair the continuing operability of County-funded programs, as they may occur.

C. Should more in-depth reviews be deemed necessary, Fairfax County will make specific requests for additional records, to include but not limited to transactional supporting documents for:

1) Revenues and Accounts Receivable
2) Accounts Payable and other Expenses
3) Procurement and Company Credit Cards
4) Banking and Financing
5) Payroll and Timekeeping
6) Tax filings and tax payments
7) Fixed Asset Accounting
8) General Ledger
9) Company Policy documentation
10) Board Meeting Minutes
11) Trial Balances and Adjusting/Closing Journal Entries
12) Accounting Reconciliations

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13. CONFIDENTIALITY:

Any information obtained by the Provider concerning the child pursuant to this Agreement shall be maintained as confidential. Use and/or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibilities for services under this Agreement. If applicable, it is further agreed by both parties, that this information shall be safeguarded in accordance with the provisions of Title 63.2, Sections 102 and 104 of the Code of Virginia (1950), as amended, and any other applicable provisions of State and federal laws and regulations including but not limited to the Individuals with Disabilities Education Act, 20 USCS@1400, et seq. (2002) (*IDEA*), the Family Education Rights Privacy Act of 1974 (*FERPA*) and/or Educational Records Management regulations, the Health Insurance Portability and Accountability Act of 1996 (*HIPAA*), and 42 CFR Part 2, as amended.

A. The Provider shall comply with the confidentiality provisions of VA. Code Section 2.2-5210. This includes, among others, not photographing the child/youth placed by the Buyer 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's/youth's participation in any research projects without the written permission of the parent(s) or the legal guardian, as the case may be (https://law.lis.virginia.gov/vacode/title2.2/chapter52/section2.2-5210/).

B. The Provider shall maintain written information security policies, procedures, and controls aligned with County IT Security policy (Procedural Memorandum 70-05) and County guidelines regarding use of Artificial Intelligence (AI) tools for client Personally Identifiable Information made available through this Agreement (PII). The current County AI guidelines will be shared with the Provider, and any updates to the guidelines will either be provided or posted online.

The Provider will comply with all applicable laws regarding safeguarding and protection of PII. Provider must report to the County all breaches that result in exposure of PII, or other incidents compromising the security of PII. Such reports must be made to the County immediately (no later than three days) from discovery. The requirements of this paragraph are in addition to and do not relieve Provider of its obligation to comply with any requirements imposed by law regarding data breaches. If any notices to individuals or third parties are required by applicable law due to a data breach, the parties will cooperate to ensure that such notice is timely provided.

14. SUBCONTRACTORS: 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 Buyer. The Rate Sheet shall reflect those services which are approved and subcontracted by the Provider. Unless otherwise agreed to in writing by the Buyer, such

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subcontractor shall 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 which 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 Buyer, which 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 which will bind the other party beyond the scope of service contained herein.

15. EMPLOYEES:

A. Neither the Provider, nor its employees, volunteers, assignees, or subcontractors shall be deemed employees or agents of the Buyer by virtue of the services to be performed pursuant to this Agreement or the contractual relationship established hereby. The Provider shall have the sole responsibility for its staff and volunteers, including its work, personal conduct, directions, and compensation. The Provider hereby agrees to indemnify and hold harmless the Buyer from any and all employee tax liability (including withholding liability) and any employment-related claims, including any claim of entitlement to employee benefits, imposed or threatened to be imposed solely as a result of the contractual relationship established hereby.

B. Upon request of the Buyer, the Provider will submit resumes and, if applicable, credential information for certain employees, so long as no federal or State law is breached as to information protected by confidentiality laws.

16. CRIMINAL BACKGROUND CHECKS: The provider will be in compliance with its state's laws, regulations and licensure requirements relating to conducting criminal checks of its employees and volunteers. Employees and volunteers providing services to or having direct contact with a client placed by Provider must be checked through a child protective service registry in the state the client is placed *prior to any client contact*, 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 or volunteer has moved from another state and has worked with children within one year prior to his or her employment or volunteering, this state must also be checked. If the Provider is notified that any of its employees or volunteers is named in a child protective service registry, then this information will be made available by the Provider to the Buyer with 30 days of receipt of such notice.

17. CONTINUITY OF OPERATIONS: The provider is required to maintain Continuity of Operations Plan (COOP), in compliance with any and all federal, state, and local requirements, and to make this available upon request to the Buyer. COOP planning information may be found on the Federal Emergency Management Administration website at http://www.fema.gov/continuity-operations.

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

A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, or disability, except where religion, sex, national origin, or physical and mental ability 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 or 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 opportunity employer.

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

D. The Provider shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order/ service request of over $10,000, so that the provisions will be binding upon each subcontractor of the Provider.

19. RATES:

A. The rate negotiated between the Buyer and the Provider shall not exceed that stated in the State's Service Fee Directory as defined in Title 2.2-5214 of the Code of Virginia. https://www.csa.virginia.gov/Directory/ServiceFee

B. The Provider states that the rates for the services described in this Agreement are not more than those set forth in the State's Service Fee Directory. The negotiated rate is set forth on the Rate Sheet attached hereto and made a part hereof. Rate sheets are for the period of the contract unless amended due to a change in the agreed upon rate per paragraph I, below.

C. Any non-payment to the Buyer because of a provider's negligent failure to enter current services and rates into the State's Service Fee Directory will result in non-payment to the Provider.

D. The rates applicable to services provided in accordance with this Agreement appear on the "Rate Sheet" attached to this Agreement. The Buyer 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 offering of the service. Failure to obtain such approval will result in non-payment for such services.

E. To the extent that any charges are billed to the Buyer on a per session or per treatment basis, the Buyer shall have no obligation to pay amounts charged for sessions or treatments that a child does not actually receive for any reason, including, without limitation, absence or illness. The Provider agrees that its submission to the Buyer of any invoice on which charges are billed on a per

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session or per treatment basis constitutes its certification that all services for which payment is requested thereby have been provided to the FCPS/FCCPS student identified therein.

F. The Provider agrees that no child or any member of the child's family will be charged a fee besides the rate agreed to by the Buyer for the same service, except services specifically excluded.

G. The Provider agrees to not bill per child when services are provided concurrently, such as in supervised visitation between a parent and a sibling group or for family therapy for multiple siblings.

H. Any amounts paid by the Buyer pursuant to this Agreement which are subsequently determined to be inappropriate for any reason, including without limitation, those services not actually provided, may be offset against any other amounts to be paid to the Provider by the Buyer.

I. **Rate increases are not automatic and require CPMT approval**. All rate increase requests must be submitted by the provider in writing to the CSA Contracts Analyst **90 days prior to the end of the fiscal year** or a minimum of 90 days prior to proposed effective date. This allows for proper review and approval of the rate increase request. Rate increases are not retroactive to request date.

J. The Provider will not charge or accept from the Buyer compensation for services which is more than the Provider charges other public governmental buyers of equivalent services in equivalent volumes.

K. 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.

L. To the extent that any charges are billed to the Buyer as a monthly unit rate, the Provider will **prorate the monthly rate based on the number of days of service actually provided** for partial months of service. If the provider does not prorate, the Buyer will do so automatically.

20. INDEMNIFICATION: Provider shall indemnify, keep and save harmless the County, the Falls Church City School Board, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the County in consequence of the granting of a contract or which may otherwise result there from, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the Contractor shall, at his or her own expense, satisfy and discharge the same.

Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no

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way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

21. INSURANCE:

A. The Provider shall 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 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 this Agreement.

B. The Provider agrees to maintain (i) statutory Worker's Compensation and (ii) Employers' Liability insurance in limits of not less than $100,000 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.

C. The Provider agrees to maintain Commercial General Liability insurance in the amount of $1,000,000/$2,000,000 per occurrence/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 this Agreement or in connection with the agreed work.

D. If applicable to this contract, 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.

E. The Provider agrees to maintain Professional Liability Insurance or medical malpractice insurance in the limits of $1,000,000/2,000,000 per occurrence/aggregate. The coverage shall remain in effect for two (2) years following the termination of this Agreement.

F. Cyber Insurance, in an amount not less than $1,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, and including infringement of intellectual property (except patent and trade secret) in the performance of services for or on behalf of the County hereunder. Contractor's policy will provide for Data Security & Privacy "Cyber" coverage (including coverage for unauthorized access and use, failure of security, breach of confidential information, of privacy perils, as well as breach mitigation costs and regulatory coverage). Such insurance will be maintained in force at all times during the term of the agreement and for a period of two years thereafter for services completed during the term of the agreement.

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G. Liability insurance may be arranged by general liability and automobile liability policies for the full limits required, or for a combination of underlying liability policies for lesser limits with the remaining limits provided by an excess or umbrella liability policy.

H. The Provider agrees to provide insurance issued by companies acceptable to the Buyer and authorized to do business in the State of Virginia, and/or with the Best's Key Rating of at least A:VI. The only exceptions to this are insurers of the London Syndicate and other recognized British and European insurers, and Surplus Lines Market that are not rated by the Best Guide.

I. The Provider shall provide a copy of Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, and shall have it filed with the Buyer prior to the signing of this Agreement.

J. The Provider shall provide on demand certified copies of all insurance coverage required by this Agreement within ten (10) days of such demand. These certified copies shall be sent directly to the Contracting Officer of the Buyer by the Provider's insurance agent or representative.

K. No change, cancellation or non-renewal shall be made in any insurance coverage without a 45-day written notice to the Contracting Officer of the Buyer. The Provider shall furnish a 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.

L. 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.

M. Precaution shall be exercised for the protection of persons (including employees) and property.

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

O. The Buyer, its officers, employees, and volunteers shall be named as an "additional insured" in the Automobile and General Liability policies, and it shall be stated on the Insurance Certificate that this coverage "is primary to all other coverage the Buyer may possess."

22. LICENSURE:

A. 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 Buyer or its Representative prior to execution of this Agreement. In addition, the Provider will provide an updated copy of any applicable licenses that expire during the term of this contract within 30 days of receipt of the updated license. The Provider covenants that it

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will maintain its required licensed status with the appropriate governmental authorities and will immediately notify the Buyer's Contracts office at (703) 324-5551 in the event such licensing is suspended, withdrawn, or revoked. The Provider agrees that such 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 contract and terminate this Agreement without written notice and without financial obligation on the part of Buyer to pay the Provider's invoices. If the provider's license becomes provisional as defined in Virginia Administrative Code, 12VAC 35-105-50, the Provider will notify the Buyer within five (5) business days of the date the Provider is notified by the Commonwealth of the provisional status, regardless of the reason the license was made provisional. Failure to notify the Buyer may result in immediate termination of the contract by the Buyer. The Provider will submit to the Buyer the Corrective Action Plan at the time it is provided to the Commonwealth 12VAC 35-105-170. Failure to do so may be grounds for immediate termination of the contract by the Buyer.

B. In the event the Provider is found in material non-compliance with the regulations of its licensing authority, the Provider will immediately notify the Buyer's Contracts office at (703) 324-3201.

23. GRIEVANCES: In the event that a child under the supervision or authority of the Buyer, or the child's parent/guardian 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.

24. PURCHASE ORDER/ SERVICE REQUEST/ SERVICE REQUEST:

A. This Agreement attached Addendum/a, if applicable, and attached Rate Sheet(s) contain the entire terms for purchase of services contemplated hereby, but do not obligate the actual purchase of any services. A Purchase order/ service request (PO) / Service Request (SR) setting forth a description of the discrete services purchased and the duration thereof, will be presented to the Provider on a child-specific basis when the Buyer chooses to purchase services. The PO will be sent to the Provider with the child-specific service terms.

B. A Purchase order/ service request will be issued separately for the payment of services for all children/youth whose Maintenance and Special Needs services are reimbursable by Title IV-E funds. A check, separate from that issued for payment for other CSA services provided by the Provider, shall be issued to pay for the services funded by Title IV-E.

C. CSA Service Authorization provides the authority for the Buyer to access CSA pool funds on behalf of CSA eligible children for specific levels and types of service within the established operating procedures of the CPMT. **To commence services, Providers must be in receipt of a Purchase of Service Order (PO)/ Service Request (SR).** If a Provider commences services prior

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to the receipt of a Purchase order/ Service Request or continues to provide services outside of the authorization dates, they do so at risk of nonpayment for services provided.

D. The Provider shall charge the Buyer only when and as authorized by the PO signed by the Buyer or its representative. The PO is incorporated into this Agreement by reference and becomes part of the contract package for the respective child.

25. BUYER TERMINATION OF PURCHASE ORDER / SERVICE REQUEST: The Purchase order/ service request/ service request may be modified, amended, or terminated by the Buyer at any time for child-related causes to include, but not limited to, changes in eligibility and changes in child progress as well as for the provision of inadequate or inappropriate services for the child. The Buyer may not terminate or adjust the Purchase order/ service request/ service request arbitrarily or without cause. In the event the Buyer becomes unable to honor the approved PO for causes beyond the Buyer's reasonable control, including but not limited to failure to receive sufficient federal, State or local government funds, the Buyer may terminate, amend, or modify any or all Purchase order/ service request/ service requests pursuant to this Agreement as necessary to avoid delivery of service for which the Buyer cannot make payment. The Buyer or its representative shall notify the Provider immediately in writing of any cause for termination hereunder. The Buyer shall pay the Provider for any authorized services rendered prior to the Provider's receipt of notice of termination hereunder.

26. PROVIDER TERMINATION OF PURCHASE ORDER/ SERVICE REQUEST: After accepting the PO, the Provider may request of the Buyer to terminate service provision to the client for child-related causes, including but not limited to, the Provider determining that the Buyer required services are not available, or not therapeutically appropriate. The Provider may not request the Buyer to terminate or adjust the Purchase order/ service request arbitrarily or without cause. The Provider must give 30 calendar days' advance written notice to the Buyer or its representative of any request for termination. In the event a child poses an imminent safety risk to him/herself, staff, or other children, the Provider may require immediate termination of services and removal from the program. * For either a 30-day request for termination, or a request for immediate termination, the Provider must work with the Buyer or its representative to provide transition from the Provider's services.

*For students with disabilities with an Individual Education Plan (IEP) see **Addendum A: Special Education Services**

27. INVOICES:

A. Each month the Provider shall submit to the CPMT Payment Processing Team separate invoices for each child for units of services authorized by the Buyer and actually delivered by the Provider during the preceding month. The Provider shall not mail invoices to the case managers of the Buyer. The Provider shall mail all invoices to the Fairfax-Falls Church CPMT Payment

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Processing Team, P.O. Box 3406, Fairfax, VA 22038-3406. For electronic submission invoices may be secure faxed to 703-653-7013.

B. All invoices must contain the following information: legal name of the Provider; child/youth name; month service was provided; purchase order/ service request number; Buyer's case manager name; the provided service as defined on the Rate Sheet; contract unit price; number of units; and specific service dates.

C. Providers are not to bill for more services than the maximum monthly number of units on the PO/SR and the service provided may not exceed the maximum number of units authorized. Should the Provider receive a request from the Buyer's case manager for additional services for that month, the Provider shall immediately notify the CPMT Payment Processing Team at (703) 324-7397. Additional services are only authorized by an amendment to the PO.

D. Provider invoices which are not approved will be returned to the Provider for correction or modification. The Provider shall promptly re-submit a corrected invoice.

E. The Provider shall not charge the Buyer, and the Buyer shall in no event be responsible for, more than the rate or the maximum number of units authorized by the Buyer and specified on the PO/SR. If services are required which are not authorized or which exceed the number of authorized units, or both, the Provider and the Buyer's case manager must notify the Buyer immediately and receive written authorization from the Buyer prior to rendering such services.

F. The Buyer shall pay within 45 days after Buyer's receipt of approved invoices that have been submitted by the Provider within ten (10) days after the end of the month to which the invoice relates.

G. In those instances where non-Virginia Medicaid medical and dental services are provided to the client, the charges for such services shall be billed separately to a third party. If a client is placed by the Fairfax-Falls Church Community Services Board, Fairfax County Public Schools, or Falls Church City Public Schools, any outside medical and dental services shall be billed to the parents' insurance or to the parent.

H. 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 Section 10, Serious Incident Reporting.

I. The Buyer shall not be obligated to pay for services when the Provider fails to submit invoices within 30 days following the month of the provision of the service. However, in those instances when the Provider seeks payment from an insurance company, the 30-day requirement is suspended, provided the Provider immediately notifies the Buyer of this contingency. Within 30 days following receipt by the Provider of said insurance payments, the Provider shall be required to submit invoices for balance due, if any.

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J. If the Provider receives Virginia Medicaid payments for services rendered under this Agreement, such payments shall constitute payment in full for those services. The Buyer will accept invoices and pay for services offered by a Medicaid enrolled Provider that are

not eligible for Medicaid payment, while a child is awaiting Virginia Department of Medical Assistance Services (DMAS) determination. The Buyer will not accept or pay invoices for Medicaid eligible services until DMAS makes their determination that those services are no longer reimbursable for a particular child. The Provider should submit a separate invoice for denied Medicaid eligible services once DMAS makes their final determination as to reimbursement for the entire month of service. At that point, the service will be processed as a CSA Authorized service. A Purchase order/ service request will be generated by the Buyer for those DMAS denied services in addition to the Purchase order/ service request already generated for the services not eligible for Medicaid reimbursement. Payments denied due to a Provider's failure to provide authorized Medicaid eligible services, or to submit required paperwork to DMAS in a timely manner are not eligible for CSA reimbursement.

28. 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, the Provider notify the Buyer's case manager by the next business day by telephone and then in writing. The Buyer's case manager will assess the situation and make a decision regarding pursuing alternative funding.

29. CERTIFICATION OF ELIGIBILITY:

A. In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the provider certifies, to the best of its knowledge and belief, that the organization nor its principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, are not listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.

B. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division or business segment, and similar positions).

C. The Provider shall provide immediate written notice to the Buyer's Contracting Officer, at any time during the period of the APOS, the Provider learns that this certification is erroneous or becomes erroneous by reason of changed circumstances.

30. ANCILLARY SERVICES:

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A. Where appropriate and available, providers are required to use Virginia Medicaid certified providers for all children/youth with Medicaid unless prior authorization is provided for medical, dental, psychotherapeutic services and eligible services that are ancillary to an IEP, including but not limited to Occupational Therapy, Physical Therapy, and Speech and Language Therapy. A list of Providers who have enrolled with Virginia Medicaid is available at: http://www.dmas.virginia.gov. Click on the link for Provider Search. Unless authorized on a Purchase order/ service request to the Provider, the legal guardian of the child/youth is responsible for all medical and dental services.

B. To request information regarding enrollment as a provider in the Virginia Medicaid Program contact the Department of Medical Assistance Provider Enrollment/Certification Unit at:

First Health Services - PEU PO Box 26803 Richmond, VA 23261-6803
Phone: 1-888-829-5373 (in state toll-free), or 1-804-270-5105
Fax: 1-804-270-7027

C. The website for Provider enrollment is: http://www.dmas.virginia.gov (click on the link for Provider Enrollment).

31. BILLING ERRORS:

A. If the Provider determines the payment received for services invoiced is an underpayment, then the Provider is responsible for notifying the Buyer in writing of the billing error within 90 calendar days after receipt of the alleged underpayment. Supporting evidence describing in detail the nature of the payment error must accompany such notification. The Buyer must correct any error found or respond in writing to the Provider as to why no error exists within 90 calendar days after receipt of the Provider's notification. If the Provider's notification and supporting evidence are not received by the Buyer within the 90 calendar day limit, then the Buyer shall not be obligated to make any adjustments with regard to the asserted billing error.

B. If the Provider determines that the payment received for services invoiced was an overpayment, the Provider shall notify Buyer immediately and, at Buyer's election, issue a refund payment or credit memorandum within seven (7) days. Where the determination of overpayment is made initially by Buyer, then at Buyer's sole election, the Provider shall issue a refund payment within ten (10) days after Buyer's request or Buyer shall offset the overpayment amount against amounts due or to become due hereunder.

32. DISPUTES: Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which cannot be disposed of by negotiation or agreement can be presented by the Provider to the CPMT. The CPMT or its designee shall be responsible for making the final decision and notifying the Provider in writing of the decision. This provision shall not preclude the Provider from exercising any rights under law for failure of the Buyer to comply with the terms of this Agreement. Any such

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factual determination by the CPMT or its designee shall not be binding on the Provider in the case of any litigation concerning such issue.

33. TERMINATION FOR CONVENIENCE: This Agreement may be terminated in whole or in part by the CPMT in accordance with this clause whenever the CPMT shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Provider at least 30 working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective.

34. TERMINATION FOR CAUSE: Except as otherwise provided herein, should any of the 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.

35. NOTICE: Any notice expressly provided for in this Agreement shall be in writing, shall be given manually, by mail, or by overnight delivery service, and shall be deemed sufficiently given when actually received by the party to be notified. (FAX may be used by the Provider to give notice to the Buyer followed by the mailing of the original to the Buyer). The notice shall be sent to the address set forth below:

BUYER: Fairfax-Falls Church CPMT
c/o DPMM Grants and Sponsored Programs
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035

PROVIDER: To the address as it appears on the cover page of this Agreement.

Any party by written notice to the other, given in the manner prescribed herein, may change its address for receiving notice.

36. BINDING AGREEMENT: The terms of this Agreement, attached Addendum(a), any PO issued hereunder, and Rate Sheet:

- shall be enforceable and binding upon and inure to the benefit of the parties hereto;
- may not be modified or amended except by written agreement signed by the parties; and
- constitute the entire agreement of the parties with respect to its subject matter.

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No provision of this Agreement shall be deemed to inure to the benefit of any third party.

37. PERIOD OF CONTRACT: The period of this contract shall be from July 1, 2026, through June 30, 2030. If the provider has requested a rate increase per Paragraph 18 ***for any fiscal year during a contract period***, the Provider will continue services for the existing enrollment(s)/placement(s) at the current rates until agreement is reached. In the event the parties to this Agreement have not reached mutual agreement as to the rates or terms prior to the expiration of this Agreement, this Agreement shall be extended on a month-to-month basis. The Buyer will continue to pay for services for the child(ren) & youth already placed with the Provider at the current rates, or payments can be held at the provider's request, until agreement is reached. No new referrals/placements will be made with the Provider until agreement to the new rates is reached. No retroactive rate payment will be made by the Buyer, unless the Provider requests payments held until agreement is reached.

38. ELECTRONIC SIGNATURES: Contractors agree that contracts and other associated documents may be executed using electronic signatures and delivered by electronic means. When electronic signatures are used, Contractors agree that the signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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