

AGREEMENT FOR PURCHASE OF SERVICES OUTPATIENT THERAPY SERVICES

CSA PROVIDER INFORMATION

PROVIDER:

Corporate (Legal) Name: _____

DBA (if applicable): _____

Address: _____

Phone: _____ Website: _____

Profit Status: (circle one) For profit Non-profit Gov't Faith-based

CEO: _____ CEO E-Mail: _____

Contract Contact: _____ Contract E-mail: _____

Contract Phone: _____ Contract Fax: _____

Referrals Contact: _____ Referrals E-mail: _____

Referrals Phone: _____ Referrals Fax: _____

Payment Contact: _____ Payment E-mail: _____

Payment Phone: _____ Payment Fax: _____

PROVIDER SERVICES UNDER PURCHASE AGREEMENT (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> Individual & Family Therapy | <input type="checkbox"/> Psychiatry/Medication Evaluation & Monitoring |
| <input type="checkbox"/> Group Therapy | <input type="checkbox"/> Evaluations: _____ |
| <input type="checkbox"/> Other: _____ | |

Third Party Payers Accepted:

- | | |
|-----------------------------------|---|
| <input type="checkbox"/> Medicaid | <input type="checkbox"/> Managed Care Organizations: (list) |
|-----------------------------------|---|
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AGREEMENT FOR PURCHASE OF SERVICES OUTPATIENT THERAPY 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, as the case may be, herein referred to as the “**Buyer**” and _____, hereinafter referred to as the “**Provider**”. It is understood that this entire Agreement contains General Terms and Conditions which are to be adhered to by all **Providers**, the Therapeutic Services Addendum applicable to the services to be provided by the **Provider**, and a Therapist Services and Rates Sheet which includes any and all applicable pricing information. Therefore, the parties hereto do mutually agree as follows:

GENERAL TERMS AND CONDITIONS

- 1. ADHERENCE TO THE LAW:** This Agreement is subject to the provisions of all applicable State and federal laws and regulations, as the same may be amended from time to time. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, licensure, performance or otherwise, by the laws of the Commonwealth of Virginia without reference to the conflict of laws principles.
- 2. SPECIFIC INTERPRETATIONS:** The failure of the **Buyer** to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the **Provider** of any of the provisions hereof, shall in no way affect the validity of this Agreement or any part thereof, or the right of the **Buyer** to thereafter enforce each and every provision. All remedies afforded in the Agreement shall be taken and construed as cumulative, i.e., in addition to every other remedy provided herein by law.
- 3. OTHER AGREEMENTS:** Any document 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.

4. **SERVICE QUALITY:** The **Provider** shall permit representatives authorized by the **Buyer** to conduct treatment, facility and fiscal reviews/visits in order to assess service quality. Such reviews/visits may include, but are not limited to, site visits, meetings with the child(ren), reviews and copying any and all records maintained specifically on children, review of individual service treatment plans, review of service policy and procedural issuances, and meetings with any staff directly or indirectly involved with the provision of services specifically covered by this Agreement at reasonable times and places not to interfere with the provision of services to or confidentiality of other children. Such reviews may occur as often as deemed necessary by the **Buyer**, and may be with or without prior notification. The above mentioned reviews are limited to specific Fairfax CPMT/DFS referred children.

The **Provider** will assure that the treatment plan for the child and family, developed in conjunction with the **Buyer**, is consistent with, and can be expected to meet the goals recorded in the IFSP and supporting documents. The **Provider** will assure that the treatment services delivered by the **Provider** are consistent with the treatment plan for the child and family. The **Provider** will assure that the child and the family are progressing toward the goals of the IFSP. The **Buyer** will reserve the right to review the procedures related to emergencies, client satisfaction and service delivery to assure implementation of all aspects of the treatment plan. The **Buyer** will reserve the right to integrate formal assessment of outcomes with the **Provider** and client perceptions of satisfaction and outcomes.

5. **CSA System of Care Practice Standards**

- A. In December of 2011, the CPMT formally adopted the CSA System of Care Practice Standards. As adopted, the 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 system of care principles out into practice, and represent our shared consensus on how youth and families should be services. Providers are requested to participate in the System of Care and strive to adhere to the practice standards.
- B. Use of the Practice Standards: The Standards directly inform the policies, procedures and practices of existing processes, such as CSA, for coordinating services for at-risk youth and families across agencies. They form the basis of an inter-agency training plan for staff serving youth with serious emotional and behavioral issues. They provide a framework for the implementation of evidence-based treatments. Public and private youth-serving agencies are asked to integrate the Standards into their policies, procedures and practices for serving youth and families with serious behavioral and/or emotional issues, including staff training and supervision. The Standards should be considered in the design and operation of agency programs. The Standards should be

incorporated into contracts with private and public providers, and disseminated to private youth and family-serving agencies and organizations. System stakeholders including the private providers will be informed of these practice standards.

- 1) **Goal:** Public agency representatives and private providers engage families with the goal of safely meeting the needs of all youth while living with their families in the community.
- 2) **Team-Based Planning:** 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. Team-based planning processes include the youth and family, extended family, representatives of youth-serving agencies that provide services to the youth and family, and others who are important in the family's life or know and can access potential resources. Best practice models for team-based planning include family partnership meetings, wraparound teams and family group conferencing.
 - a) *The provider shall actively participate in team-based planning processes initiated by the buyer, in order to achieve the goal of safely meeting the needs of youth while living with their families in the community.*
 - b) The provider's team-based planning processes shall include the youth and family, extended family, representatives of youth-serving agencies that provide services to the youth and family, and others who are important in the family's life or know and can access potential resources, including natural and community support relationships, *to the maximum extent feasible.*
 - c) Provider participants in team-based planning processes are responsible to complete team roles and assignments, and make decisions in consultation with the team. Providers respect the youth and family's right to make their own decisions within legal and regulatory limits.
- 3) **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. Our families receive culturally and linguistically responsive services.
 - a) *Providers offer* essential services and planning processes to families in a language they can understand.
 - b) Providers solicit and honor families' cultural preferences within legal and regulatory limits.
- 4) **Service Provision:** Providers are knowledgeable of the full range of services and supports in the community. Providers implement their stated treatment model (e.g., models that are evidence-based, evidence-informed, or practice-based evidence) with fidelity.

6. **RECORDS MAINTENANCE:** The **Provider** and any subcontractor shall maintain an accounting system and supporting records adequate to assure that invoices are in accordance with applicable State and Federal requirements. Such supporting records shall reflect all direct and indirect costs, of any nature, expended in the performance of this Agreement and all income from any source. If required, the **Provider** shall also collect fiscal and statistical data on forms designated 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, and other documents relative to this Agreement for three (3) years after final payment, except when a longer period of retention is necessary for 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.

The **Buyer**, based upon findings, may require that the **Provider**, within thirty (30) calendar days from the date of the request, submit an independent Certified Public Accountant prepared compilation, review or audit so long as such compilation, review or audit was completed within the last two fiscal years of the **Provider**.

7. **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 63.1, Sections 53 and 126 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, P.L. 101-476, 1990 as amended; PL. 94-142 (IDEA), the Family Education Rights Privacy Act of 1974 and/or Educational Records Management regulations.

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

permission of the parent(s) or the legal guardian, and/or the child, as the case may be.

8. **SUBCONTRACTORS:** The **Provider** shall not enter into subcontracts for any of the services to be provided under this Agreement. The **Provider** shall not assign this Agreement without prior written approval of the **Buyer**, which approval shall be attached to this Agreement and subject to such conditions and provisions as the **Buyer** may deem necessary. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. All direct client services must be provided solely by the **Provider**. The **Provider** shall not be deemed an employee or agent of the **Buyer** while performing under this Agreement. The **Provider** has the sole responsibility for his/her work, personal conduct, and compensation.
9. **CONTINUITY OF OPERATIONS:** The **Provider** is required to maintain Continuity of Operations Plan (COOP Plan), 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/government/coop/index.shtm>.
10. **HOLD HARMLESS:** The **Provider** shall indemnify, keep and save harmless the County, 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 therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the **Provider** or his or her employees, or that of the subcontractor or his or her employees, if any; and the **Provider** shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the County in any such action, the **Provider** shall, at his or her own expense, satisfy and discharge the same. **Provider** expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the **Provider**, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County herein provided.
11. **CLIENT GRIEVANCES:** In the event of a grievance, fair hearing or an appeal, the **Provider** agrees to appear on request of the **Buyer** in any proceeding arising from such claim and provide all verbal or written evidence within his/her control, relevant to such claim.
12. **RATES:** The **Provider** states that the services described in this Agreement are not

available from the **Provider** without charge. The **Provider** also agrees that the client or any member of the client's family will not be charged in addition to the rate paid by the **Buyer**. The **Provider** shall not charge or accept from the **Buyer** compensation for services which is more than the **Provider** charges other similar buyers of equivalent services in equivalent volumes. The rates applicable to services provided in accordance with this Agreement appear on the "Therapist Services and Rates Sheet" of this Agreement. Rates may be increased over the term of this contract at the discretion of the **Buyer**. The **Buyer** maintains sole discretion regarding any rate increase.

13. **INSURANCE:** The **Provider** shall be responsible for its work and every part thereof, and for all materials, tools, equipment, and property of any and all description used in connection therewith.

The **Provider** assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with, the work contracted for, and of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission, or operation under the Agreement.

- A. The **Provider** agrees to maintain commercial general liability insurance in the amount of \$500,000 per occurrence aggregate, to protect the **Provider**, the Board of Supervisors, the **Buyer**, its officers and employees against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Agreement, or in connection with the agreed work.
- B. If applicable, the **Provider** agrees to maintain owned and hired Automobile Liability insurance, in the amount of \$500,000 per occurrence, including property damage, covering all owned, borrowed, leased, or rented vehicles operated by the **Provider**.
- C. If applicable, the **Provider** agrees to maintain professional liability or medical malpractice insurance in the limits of \$500,000 per occurrence/aggregate.
- D. Rating Requirements: The **Provider** agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VI. European markets including those based in London, and the domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the **Provider's** broker can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A:VI or better.

- E. 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 **Comprehensive Services Act (CSA) Provider Relations Representative** of the **Buyer** prior to the signing of this Agreement. The **Provider** shall provide, on demand, certified copies of all insurance coverage as required by this Agreement within ten (10) business days of such demand. These certified copies shall be sent to the **CSA Provider Relations Representative** by the **Provider's** insurance agent or representative.
- F. No change, cancellation or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the **CSA Provider Relations Representative**. 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.
- G. Insurance coverage required in these specifications shall be in force throughout the Agreement term. Should the **Provider** fail to provide acceptable evidence of the current insurance, the **Buyer** shall have the absolute right to terminate the Agreement without any further obligation to the **Provider**.
- H. If an "ACORD" Insurance Certificate form is used by the **Provider's** insurance agent, the words, "endeavor to" and "...but failure to mail such notice shall impose no obligation or liability of any kind upon the company ..." in the "Cancellation" paragraph of the form shall be deleted or marked out.

14. **LICENSURE:** The **Provider** certifies that he/she possesses a valid professional license in the area of the contracted service as required by the State in which the **Provider** practices. All services will be provided by the licensed professional in the same state as the **Provider** holds his or her license to practice.

The **Provider** shall furnish to the **CSA Provider Relations Representative** satisfactory proof of the necessary licenses required by State and Federal regulations prior to the **Provider** signing this Agreement. The **Provider** agrees that it will maintain its required licensed status with the appropriate Boards and will immediately contact the **Buyer** in the event that such licensing is withdrawn or revoked. The **Provider** agrees that such a revocation or withdrawal shall immediately terminate this Agreement. Misrepresentation of possession of such license shall constitute a breach of contract and terminate this Agreement without written notice. Further, the **Provider** agrees that should the **Provider** or any of its employees be named in the Child Protective Service Central Registry (or its equivalent in states other than Virginia), then this

information shall be made available to the appropriate child placement and regulatory personnel of the Virginia Department(s) of: Youth and Family Services; Education; Mental Health, Mental Retardation and Substance Abuse Services; and Social Services, as well as the **Buyer**.

- 15. REPORTS:** In the event that the **Provider** fails to submit any written treatment plan, progress report, termination report, or evaluation within the stipulated time, the **Buyer** shall withhold payment of the **Provider** invoices until said reports are received. All written reports and plans must be submitted directly to the Case Manager representing the **Buyer**.
- A. Individual Service Plan:** The **Provider** shall provide therapeutic treatment through sessions with the child and, where applicable, the parent(s) or additional family members. The provisions of therapeutic or counseling services will include the development of treatment goals and strategies to meet the identified needs. The specific approach to be used and the specific objectives of the therapeutic intervention will be specified in the Individual Service Plan (ISP) which will be formulated by the **Buyer's** Case Manager in conjunction with the **Provider** within thirty (30) calendar days of the initial interview. All services will be provided in accordance with the child's ISP and the IFSP.
- B. Quarterly Reports** should be submitted to the **Buyer's** Case Manager within fourteen (14) calendar days after each quarter. Such reports shall include:
- 1) Statement of goals and objectives and progress made towards these goals during the quarter.
 - 2) Summary of the child's social, emotional, and physical development; and any changes that might reflect outcomes of the treatment intervention.
 - 3) Review of the treatment goals and objectives, with revision of goals as needed.
 - 4) Reports of significant incidents, both positive and negative.
 - 5) Estimate of length of service and preliminary discharge plans, with clear indication of follow-up and continuing care needs.
 - 6) Medications prescribed (if any).
- C. Termination Reports** shall be submitted to the **Buyer's** Case Manager within fourteen (14) business days of termination of services to the child/youth.

- D. **Evaluation Report** shall be submitted to the **Buyer's** Case Manager within fourteen (14) calendar days following the administering of all assessments/evaluations.
- E. **Progress Report:** As requested by the **Buyer's** Case Manager, the **Provider** shall submit a written progress report fourteen (14) calendar days prior to the court hearing or other case review, including the team based planning process or the Family Assessment Planning Team (FAPT) in which the Progress Report is needed.

The **Provider** agrees to participate in telephone consultations with staff representing the **Buyer** at no additional charge. Such consultations will not replace written reports or treatment plans.

16. **APPEARANCES:** It is understood that in the course of the provision of services the **Provider** may be called upon by the **Buyer's** Case Manager to appear for court hearings. Information to be provided at such hearings may include, but is not limited to, the assessment; evaluation; recommended services; the services provided; and the progress resulting from the service interventions.

The billable hours for court appearances will include actual testimony time, meeting or review participation and waiting time, but will not include mileage or other traveling costs. Payment will be made in accordance with the established hourly rate as set forth on the attached Rate Sheet. The **Buyer** will make every attempt to notify the **Provider** well in advance of the **Provider's** requirement to appear at the court hearings. When possible, subpoenas will be provided.

It is understood that in the course of provision of services the **Provider** may be called upon to attend team based planning meetings or FAPT meetings to discuss the assessment, evaluation, recommendations, services provided, and/or progress resulting from the service interventions. **The Provider is responsible for participation in the team based planning process Attendance at required meetings may be billed for in accordance with the established hourly rates set forth on the attached Rate Sheet.** Attendance may be in person or via telephone conference call when physical attendance is not possible. The billable hours for those team based planning meetings will include actual meeting or review participation time and waiting time, but will not include mileage or other traveling costs.

17. **PURCHASE OF SERVICE ORDERS:** This Agreement, attached Therapeutic Services Addendum, and the Therapist Services and Rates Sheet contain the entire terms for purchase of services contemplated hereby, but do not obligate the actual purchase of any services. A Purchase of Service Order (PO) setting forth a description of the services and the duration thereof will be presented to the **Provider** on a child specific basis when the **Buyer** chooses to purchase services. The **Provider** shall charge the **Buyer** only when and as authorized by the PO. The **Provider** shall charge only for actual services rendered. The charge shall not exceed the authorized amount on the PO.

Such PO orders are incorporated into this Agreement by reference. The **Provider** has the right to refuse the **Buyer's** PO. The PO will be mailed to the **Provider** for review, acceptance and signature indicating approval with the child specific terms.

If the **Provider** does not receive the PO within fifteen (15) business days after initiation of service to the child/youth, the **Provider** shall notify the Fairfax-Falls Church CPMT Payment Processing Team by telephoning (703) 324-7862 or by writing the Fairfax-Falls Church CPMT Payment Processing Team, P.O. Box 3406, Fairfax, VA 22038-3406.

- 18. TERMINATION OF PURCHASE OF SERVICE ORDERS:** The PO may be modified, amended or terminated at any time for child -related causes to include, but not limited to, changes in client eligibility and client progress, and inadequate or inappropriate services for the client. The **Buyer** may not terminate or adjust the PO arbitrarily or without cause. In the event that 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 PO's pursuant to this Agreement as necessary to avoid delivery of service for which the **Buyer** cannot make payment. The **Buyer** 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.

After accepting the PO, the **Provider** may request the **Buyer** to terminate service provision to the client for child/youth-related causes, including but not limited to, the **Provider** determining that the **Buyer** required services are not sufficient for the needs of the child/youth. The **Provider** may not request the **Buyer** to terminate or adjust the PO arbitrarily or without cause. In any event that the **Provider** becomes unable to honor the approved PO for causes beyond the **Provider's** reasonable control, the **Provider** may request the **Buyer** to terminate or modify any or all POs pursuant to this Agreement. The **Provider** must give thirty (30) calendar days written notice to the **Buyer** of any request for termination.

- 19. INVOICES:** 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 delivered by the **Provider** during the preceding month. The **Provider** shall not mail invoices to the case managers of the **Buyer**.

Mail all invoices to:

Fairfax-Falls Church CPMT Payment Processing Team
P.O. Box 3406
Fairfax, VA 22038-3406

All invoices must contain the following information: legal name of the **Provider**; child/youth

name; month service was provided; purchase order number; CSA case manager name; the provided service as defined on the Rate Sheet; contract unit price; number of units; and specific service dates. If the invoice does not contain the required information, then that invoice will be returned for correction.

The **Buyer** shall not be obligated to pay for services when the **Provider** fails to submit an invoice within thirty (30) calendar days following the month in which the services were rendered.

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

The **Provider** shall submit claims to any and all insurance policies covering the child/youth. The **Buyer** will pay remaining balances after insurance payments are received by the **Provider** in accordance with the rules and regulations established by the particular insurance companies.

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 Buyer will continue to generate a PO containing both Medicaid and non-Medicaid eligible services. 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. 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.

21. **BILLING ERRORS:** If payment received for services is incorrect, then it is the **Provider's** responsibility to notify the **Buyer** in writing of the questionable payment within forty-five (45) calendar days after receipt of payment. Supporting evidence describing in detail the nature of the payment error must accompany such notification. The **Buyer** will correct any error or respond in writing as to why no error exists within ninety (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 forty-five (45) calendar day limit, then the **Buyer** is not obligated to make any adjustment to the questioned payment. Should the payment received for services be an overpayment, the **Provider** must notify the **Buyer** immediately, and at **Buyer's** election, issue a refund payment or credit memorandum within seven (7) business days. Where the determination of overpayment is made initially by the **Buyer**, then at **Buyer's** sole

election, the **Provider** shall issue a refund payment within ten (10) business days after **Buyer's** request or **Buyer** shall offset the overpayment amount against amounts due or to become due hereunder.

22. **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 the failure of the **Buyer** to comply with the terms of this Agreement.
23. **AGREEMENT TERMINATION:** 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.
24. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated in whole or in part by the **Buyer** in accordance with this clause whenever the **Buyer** shall determine that such a termination is in its best interest. Any such termination shall be effected by delivery to the **Provider** at least thirty (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.
25. **AGREEMENT EXTENSION:** In the event the **Provider** has not submitted the Agreement to the **Buyer** per the CPMT schedule or the parties to this Agreement have not reached mutual agreement as to the terms for the next contracting period, this Agreement shall be extended on a month-to-month basis until mutual agreement is reached. The **Provider** will continue providing services for current and new clients at the current terms until agreement for the new contracting period is reached. If applicable, no retroactive rate payment will be made by the **Buyer**.
26. **NOTICE:** Any notice expressly provided for in this Agreement shall be given 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: CSA Provider Relations Representative
Fairfax-Falls Church CPMT
12011 Government Center Parkway
Suite 738
Fairfax, VA 22035-1102

PROVIDER: To the address as it appears on the first 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.

27. **TERM OF CONTRACT:** The term of this contract shall be from the date of signature of this document, the attached Addendum, and rate sheet(s) or January 1, 2014, whichever is later through December 31, 2016.
28. **BINDING AGREEMENT:** The terms of this Agreement, attached Addendum, any PO issued hereunder, and Rate Sheet:
- A. shall be enforceable and binding upon and inure to the benefit of the parties hereto;
 - B. may not be modified or amended except by written agreement signed by the parties hereto; and
 - C. constitute the entire agreement of the parties with respect to its subject matter.

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

IN WITNESS THEREOF the parties have caused this Agreement to be executed by officials hereunto duly authorized.

Authorized Representative of Provider

James Gillespie

Title

CSA Program Manager

Title

Date

Date