

**CHESAPEAKE INTEGRATED BEHAVIORAL HEALTHCARE  
INDEPENDENT CONTRACTOR AGREEMENT**

This INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) dated the [INSERT DAY] day of [INSERT MONTH] 202\_\_\_, by and between CHESAPEAKE INTEGRATED BEHAVIORAL HEALTHCARE, hereinafter referred to as “CIBH,” an agency of the City of Chesapeake, a municipal corporation that is a political subdivision of the Commonwealth of Virginia, and [INSERT NAME OF INDEPENDENT CONTRACTOR], hereinafter referred to as the “Contractor,” a [INSERT LICENSURE]. CIBH and the Contractor may collectively be referred to as the “Parties” or individually as the “Party.”

NOW, THEREFORE, for and in consideration of the mutual premises and covenants contained herein, and for good and valuable consideration acknowledged as received by the Parties, CIBH and the Contractor hereby agree and bind themselves as follows:

SCOPE OF SERVICES:

The Contractor shall provide Clinical Counseling services, (“Services”) as set out more specifically in the Contract documents, identified below, which are hereby incorporated into and made a part of this Contract.

PERIOD OF PERFORMANCE:

The period of performance of this Agreement shall be from the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_, through \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_. The Agreement may renew annually by written agreement of the Parties for an additional total maximum of three additional (3) 12-month terms. The entire period of performance of the Agreement shall not exceed (4) 12 month-terms.

COMPENSATION AND METHOD OF PAYMENT:

The Contractor shall be compensated as follows for performing the work under this Contract:

1. The services performed by the Contractor shall be performed at the following rate: **65% of the total revenue collected per session completed by contractor** for direct face-to-face counseling sessions with identified clients (only) via telehealth or telephone (when permitted). Examples of non-reimbursable services include, but are not limited to: telephone calls, consultations with staff or community providers, meetings (outside of counseling sessions), travel, workshops, individual or group supervision meetings, or completion of required documentation. The Contractor shall submit (email with the subject heading containing the word “encrypt”) a completed Superbill. The Superbill must be included with all completed client documentation (e.g., assessments, treatment plans, progress notes), unless otherwise instructed by the Agency.
2. The Agency shall remit payment for completed services to the Contractor when the Agency has been reimbursed for the services by insurance companies. Services are not considered to be completed until all documentation has been finished and submitted, in whole, by the Contractor to the Agency.

3. The Agency shall not be responsible for federal, state and local taxes derived from the Contractor's net income or for the withholding and/or payment of any federal, state and local income and other payroll taxes, workers' compensation, disability benefits or other legal requirements applicable to the Contractor.
4. Contractor understands that reimbursement amounts will vary depending on the payor.
5. The contractor will ensure that all CIBH policies, regulatory and third-party payer requirements are followed.
6. The contractor will be provided an orientation from CIBH and participate in all required trainings.

The Contractor shall provide such documentation as CIBH may require confirming that Services have been provided.

AGREEMENT DOCUMENTS:

The Agreement documents shall consist of the following:

1. This signed Agreement;
2. The Scope of Work and Description of Services;
3. General Terms and Conditions;
4. Special Terms and Conditions;
- ~~5. Contractor Vendor Services Agreement;~~
6. Appendices:
  - a. Appendix A: Current licensure/accreditation/certification
  - b. Appendix B: Certificate of Malpractice Insurance/copy of Malpractice Insurance policy
  - c. Appendix C: W9 Form
  - d. Appendix D: Certification of Compliance with Immigration Laws and Regulations
  - e. Appendix E: Litigation Disclosure Form
  - f. Appendix F: State Corporation Commission Form
  - g. Other:
7. All written modifications of the documents listed above

All of the Agreement documents listed above are incorporated into and made a part of this Agreement.

**CHESAPEAKE INTEGRATED BEHAVIORAL HEALTHCARE  
INDEPENDENT CONTRACTOR AGREEMENT  
GENERAL TERMS AND CONDITIONS**

- A. **APPLICABLE LAW AND COURTS:** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia. Any litigation regarding the Agreement shall be brought in the courts of the City of Chesapeake, Virginia. The Contractor shall comply with applicable federal, state and local laws and regulations.
- B. **ANTI-DISCRIMINATION:** The Contractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, the Virginians With Disabilities Act, as amended, the Americans With Disabilities Act, as amended, the Age Discrimination Act of 1975, as amended, the Civil Rights Act of 1991, as amended, and other applicable statutes and regulations, including Section 11-51 of the Virginia Public Procurement Act (and Section 54-72 of the Chesapeake City Code), which provide:
- a. During the performance of this Agreement, the Contractor agrees as follows:
    - i. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - ii. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - iii. 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.
    - iv. The Contractor will include the provisions of (a)(i)-(a)(iv) in every subcontract or purchase order over \$10,000.00 so that the provisions will be binding upon each subcontractor.
- C. **ETHICS IN PUBLIC CONTRACTING:** The Contractor certifies that this Agreement is made without collusion or fraud and that the Contractor has not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with this Agreement, and that the Contractor has not conferred on any public employee having official responsibility for this procurement transaction any

payment, loan subscription, advance deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- D. IMMIGRATION REFORM AND CONTROL ACT 1986: The Contractor certifies that the Contractor does not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the Immigration Reform and Control Act of 1986, as amended.

Effective November 9, 2007, all contracts shall contain a certification of compliance with immigration laws. The Contractor shall complete the Attachment, "Certification of Compliance with Immigration Laws and Regulations," before the Agreement is awarded. Failure to provide a notarized certification will render the Contract null and void. The certification must be updated annually and a copy of the updated certification must be submitted to CIBH annually.

- E. DEBARMENT STATUS: The Contractor certifies that the Contractor is not currently barred from submitting bids/proposals on contracts by any agency of the Commonwealth of Virginia or any political subdivision in the Commonwealth, nor is the Contractor an agent of any person or entity that is currently debarred from submitting bids/proposals on contracts by any agency of the Commonwealth of Virginia or any political subdivision in the Commonwealth.
- F. ANTITRUST: The Contractor hereby conveys, sells, assigns, and transfers to CIBH all rights, titles and interest in and to all causes of action it may now have or hereinafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by CIBH under this Agreement.
- G. PAYMENT: CIBH will make payment in compliance with the prompt payment provisions of Section 2.2-4352, Code of Virginia, 1950, as amended.
- H. PRECEDENCE OF TERMS: In the event there is a conflict between any General Term and Condition and any Special Term and Condition used in a particular procurement, the Special Terms and Conditions shall apply.
- I. ASSIGNMENT: This Agreement shall not be assigned by the Contractor in whole or in part without the prior written consent of CIBH.
- J. CHANGES IN THE AGREEMENT: This Agreement may be amended or modified by written agreement executed by both Parties. Additionally, if CIBH gives the Contractor written notice of any proposed amendment, upon the failure of the Contractor to object to the proposed amendment within thirty (30) days of such notice, said amendment shall become and be deemed effective and agreed to. In the event the Contractor properly objects to the proposed amendment, the Contractor shall have the right to terminate this Agreement upon sixty (60) days written notice to CIBH.

- K. PERFORMANCE: The Contractor shall perform the work under this Agreement in strict compliance with all Contract documents, terms and conditions.
- L. DEFAULT: In case of the failure of the Contractor to perform in accordance with the Agreement documents, terms or conditions, CIBH, after due oral and written notices, may procure them from other sources and hold the Contractor responsible for any resulting additional purchases and administrative costs. This remedy shall be in addition to any other remedies which CIBH may have.
- M. HOLD HARMLESS and INDEMNIFICATION: The Contractor assumes the entire responsibility and liability for any and all damages to persons or property arising out of any act or omission by the Contractor, and/or the Contractor's subcontractors, agents, or employees in connection with this Contract. The Contractor shall indemnify and hold harmless CIBH, the City of Chesapeake, and their agents, volunteers, servants, employees and officers from and against any and all claims arising out of any act or omission by the Contractor and/or the Contractor's subcontractors, agents, or employees in connection with this Contract. Upon written demand by the City or CIBH, the Contractor shall assume and defend, at the Contractor's sole expense, any and all such suits or defense of such claims.
- N. RELATIONSHIP: This Agreement shall not be construed to establish any employer-employee or principal-agent relationship between the Contractor and CIBH or any of the employees, subcontractors or agents of the Contractor and CIBH. The Contractor is an independent contractor and is not entitled to any benefits, including health insurance, worker's compensation, or paid time off. **The City of Chesapeake will not provide legal advice or assistance to the Contractor.**
- O. REFERENCE TO CONTRACTOR AND CIBH TO INCLUDE AGENTS: All references in this Agreement to the Contractor and CIBH shall be interpreted to include any and all persons and entities designated by the Contractor and CIBH to act on their behalf.
- P. SEVERABILITY: Each paragraph and provision of this Agreement, including all documents incorporated by reference, is severable from the entire Agreement. In the event that any provision of this Agreement is declared to be invalid or unenforceable, the other provisions shall remain in full force and effect.
- Q. CONFIDENTIALITY: The use, retention, and disclosure of confidential patient information will at all times be consistent with the requirements of applicable federal, state and local law, regulations, and statutes governing the use and disclosure of such information, including but not limited to, the provisions of Code of Virginia §§ 63.2-104, 63.2-105, and 32.1-127.1:03, the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as "HIPAA"), Code of Federal Regulations Title 42, Ch. I, Subchapter A, Part 2 (hereinafter referred to as "42 C.F.R., Part 2") and any current and future regulations promulgated thereunder. The Parties agree not to disclose any Protected Health Information, as defined in Code of Federal Regulations Title 45, Subtitle A, Subchapter C, Part 160, §160.103 (hereinafter referred to as "45 C.F.R. §160.103"), Patient Identifying Information as defined in 42 C.F.R., Part 2, or Individually Identifiable Health

Information (as defined in 45 C.F.R. §160.103), other than as permitted by HIPAA regulations and 42 C.F.R., Part 2.

- R. NO THIRD PARTY BENEFICIARIES: No provisions of the Agreement shall be deemed to inure to the benefit of any third party. The Agreement does not, and is not intended to, provide the basis for any claim of any kind by a third party based upon a breach of any provision of the Agreement by either party.

I hereby acknowledge, understand and agree to be bound by the Chesapeake Integrated Behavioral Healthcare's General Terms and Conditions.

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

CHESAPEAKE INTEGRATED BEHAVIORAL HEALTHCARE  
INDEPENDENT CONTRACTOR AGREEMENT

**SCOPE OF WORK AND DESCRIPTION OF SERVICES**

During the Term, the Agency may engage the Contractor to provide the following services as needed (the "Services"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable):

Clinical Counseling (including assessment, diagnosis, treatment planning, and treatment implementation through individual, family, couples, and/or group counseling),

Case Management Services (to ensure counseling services for clients are coordinated with psychiatric support and other treatment providers within and outside of Agency),

Administrative Duties (including completion and submission of clinical assessments, progress notes, and treatment plan; communication with other treatment partners; and compliance with legal and ethical obligations), and Training (for staff, community members, and clients, as needed).

The Contractor:

- shall provide the necessary equipment to perform the Services (e.g., laptop, handouts for clients, games).
- will complete clinical documentation in accordance with the Outpatient Services Department's policies and procedures covered at the beginning of employment. If clinical documentation is not completed in a timely manner, the Contractor would risk losing reimbursement. Timely provision and quality of services will be assessed on an ongoing basis by the immediate supervisor through documentation provided in the Electronic Health Record.
- will comply with all agency-required trainings and stay up to date on those in order to remain in good standing. The contractor will be reimbursed for mandatory trainings at the rate of \$15.00 per hour.

- represents that he/she is fully insured against loss for accident or other personal injury sustained while in the course of his/her duties under this Agreement.
- is responsible for carrying active professional liability insurance in the following minimum amounts: professional liability \$1,000,000 (per claim)/\$3,000,000 (aggregate limit); general liability \$1,000,000 (per claim)/\$3,000,000 (aggregate limit). Proof of coverage must be on file with the Agency.
- will schedule all counseling appointment, meetings, and other services to be performed by the Contractor with the clients at a time that is mutually convenient for the Contractor and clients. The Contractor will make every attempt to accommodate the schedules of clients. This Agreement does not set forth a specific schedule of hours or days on which the services of the Contractor will be performed.
- shall notify the Agency of any change(s) to the Contractor’s schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than three (3) weeks prior to such change(s). If the Contractor becomes aware of such change(s) within the three (3) week period, the Contractor shall promptly notify the Agency of such change(s) within a reasonable amount of time.

I hereby acknowledge, understand and agree to be bound by the Chesapeake Integrated Behavioral Healthcare’s Scope of Work and Description of Services.

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_



CHESAPEAKE INTEGRATED BEHAVIORAL HEALTHCARE  
CONTRACT FOR SERVICES  
**SPECIAL TERMS AND CONDITIONS**

- A. AUDIT: The Contractor shall retain all books, records, and other documents relating to this Agreement for five (5) years after final payment, except when a longer period of retention is necessary for purposes of complying with the requirements of an unresolved federal, state or local audit, state or federal law, or court order. CIBH, its authorized agents, and state and federal auditors shall have full access to and the right to examine any of said materials relating to this Contract during said period. In the event of a determination by CIBH or by any state or federal auditor that the Contractor received funds improperly or did not provide the authorized Services or goods for which funds were received, the Contractor shall reimburse CIBH full restitution of any such funds.
- B. UTILIZATION REVIEW: The Contractor shall permit representatives authorized by CIBH to conduct fiscal reviews/visits in order to assess the quality of the Services. Such reviews/visits may include, but are not limited to, site visits, meetings with the Consumer receiving the Services, reviews and copying any and all records maintained specifically on the Consumer, review of service policy and procedural issues, and meetings with any staff directly or indirectly involved with the provision of Services specifically covered by this

Contract at reasonable times and places not to interfere with the provision of Services to, or the confidentiality of, other Consumers. Such reviews may occur with a minimum twenty-four (24) hour prior notification, except in cases in which the welfare of the Consumer mandates that an immediate review is needed, as determined by CIBH.

Contractor further agrees that it shall cooperate with CIBH evaluation efforts and provide performance and outcome data upon request as may be required by local, state or federal law.

- C. AVAILABILITY OF FUNDS: It is understood and agreed between the Parties that, because CIBH's funding depends upon annual appropriations by the Virginia General Assembly and Chesapeake City Council, CIBH shall be bound hereunder only to the extent of the allocation of funds to CIBH for the purposes of this Contract. The amount of compensation may be modified by CIBH without penalty if insufficient funding is allocated to CIBH for the Services covered under this Agreement.

Further, the Contract may be terminated immediately by CIBH, without penalty, in the event that funding for the Services covered under this Agreement are not allocated to CIBH. CIBH will make all efforts to ensure the least amount of disruption to the Contractor and Consumers receiving Services hereunder, should there be insufficient funding to continue the Services.

CIBH shall remain obligated to pay the Contractor for Services rendered under this Contract prior to any modifications or termination of the Agreement being made pursuant to this section.

D. TERMINATION OF THE AGREEMENT:

CIBH may terminate the Agreement for cause or for convenience after giving thirty (30) days' notice in writing to the Contractor. The written notice shall include a statement of reason(s) for the termination.

- a. Termination for cause: If the Contractor should breach the Agreement or fail to perform the Services required by the Contract, CIBH may terminate the Agreement for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of the Contract. If the Contractor fails to remedy the breach within the time allotted by CIBH, the Agreement may be terminated by CIBH at any time thereafter upon written notice to the Contractor or, in the alternative, CIBH may give such extension of time to remedy the breach as CIBH determines to be in its best interest. CIBH's forbearance by not terminating the Contract for a breach of Agreement shall not constitute a waiver of CIBH's right to terminate nor constitute CIBH's acquiescence in future acts or omissions by the Contractor of a like nature. If the Agreement is terminated for cause, breach of agreement or failure to perform, the Contractor may be subject to a claim by CIBH for the costs and expenses incurred in securing a replacement contractor to fulfill the obligations of the Agreement.

- b. Termination for convenience: The Agreement may be terminated by CIBH in whole or in part for the convenience of CIBH without a breach of the Contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the Agreement is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination.

If the Agreement is terminated in whole or in part for the convenience of CIBH, the Contractor shall be entitled to those fees earned for work done prior to the notice of termination and thereafter shall be entitled to any fees earned for work not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated. The Contractor will be compensated for reasonable costs or expenses arising out of the termination for the convenience of CIBH for delivery to CIBH of all products of the Services for which the Contractor has or will receive compensation.

Any termination by CIBH for default, found by a court of competent jurisdiction not to have been justified as a termination for default, shall be deemed a termination for the convenience of CIBH.

- c. Delivery of materials: Any cancellation notice shall not relieve the Contractor of the obligation to deliver to CIBH all products of the Services for which the Contractor has been or will be compensated. Unless otherwise agreed to in writing, the Contractor shall deliver the materials to CIBH within thirty (30) days of the notice of termination of the Agreement. Failure to do so may result in action for breach of the Contract or failure to perform.
- d. Compensation due the contractor: Upon such termination, the Contractor shall be entitled to the compensation accrued to the date of termination. Payment of the balance of the accrued compensation shall be dependent on the Contractor providing the required project material(s) to CIBH.

The Contractor shall submit invoices for all such amounts in accordance with the normal billing process, but in no event later than thirty (30) days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid. All payments due to the Contractor under this Agreement are subject to appropriation by the Virginia General Assembly and Chesapeake City Council.

- E. LIABILITY: The Contractor shall maintain during the entire term of this Agreement insurance coverage that is provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Contractor shall maintain such bodily injury and property damage liability insurance, and where applicable, such medical malpractice, professional malpractice, and errors and omissions insurance, as necessary to

protect itself from claims arising out the performance of this Contract, and shall be able to document proof of such insurance or self-insurance during the period of this Contract. The minimum insurance coverage and limits required shall be determined and or amended by The City of Chesapeake Risk Manager.

- F. **INSURANCE:** The Contractor shall be responsible for all aspects of its work, and for all materials, tools, equipment, and property of any and all description used in connection that work.

The Contractor 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 Contractor agrees to maintain comprehensive general liability insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, to protect the Contractor, CIBH, 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. The Contractor agrees to maintain owned and hired automobile liability insurance, in the amount of \$1,000,00.00 per occurrence, \$1,000,000.00 aggregate, including property damage, covering all owned, borrowed, leased, or rented vehicles operated by the Contractor's employees and sub-contractor(s).
- c. For professional services, the Contractor agrees to maintain professional liability or medical malpractice insurance in the amount of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate.
- d. The Contractor agrees to maintain worker's compensation within statutory minimums.
- e. The Contractor agrees to provide Employment Practices liability insurance, if statutorily required, in the amount of \$100,000.00 per occurrence, \$100,000.00 per disease and \$500,000.00 disease aggregate.
- f. The Contractor agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of B+ or better.
- g. **The "City of Chesapeake" and "Chesapeake Integrated Behavioral Healthcare" shall be named as Certificate Holders and named under the "Description of Operations" with an attached endorsement from the insurance carrier stipulating the Certificate Holder(s) are additional insured.**
- h. The Contractor shall provide a copy of Certificate of Insurance, evidencing such insurance and such endorsements as prescribed herein, to CIBH, along with the signed Contract. The Contractor shall provide, on demand, certified copies of all

insurance coverage as required above within ten (10) days of such demand. These certified copies shall be sent to the Chesapeake Integrated Behavioral Healthcare by the Contractor's insurance agent or representative.

G. SUBCONTRACTORS: No portion of the work under this Agreement shall be subcontracted without the prior consent of CIBH. In the event that one or more subcontractors are approved and used, the Contractor shall remain fully responsible for the work of the subcontractor(s) and shall assure compliance with all requirements of the Contract.

H. COMPLIANCE WITH STATE PERFORMANCE CONTRACT REQUIREMENTS: The Contractor is aware that CIBH has entered into a Performance Contract with the Virginia Department of Behavioral Health and Developmental Services (hereinafter referred to as "DBHDS"), the terms of which also apply to contracts made by CIBH with contractors in which state-controlled funds are used. The Contractor agrees to comply with the terms and conditions of that Performance Contract, to the extent that it applies to the Services provided under this Contract. The Contractor understands and agrees that key applicable terms of the Performance Contract which apply to this Agreement include, but are not limited to, the following:

- a. Access to Community Services: CIBH Consumers (referred to as "Consumers" in this Agreement) receiving publicly funded services under this Agreement shall have the same or better access to services as individuals receiving services under a different contract or arrangement.
- b. Consumer and Family Member Involvement and Participation: The Contractor, to the extent practicable, shall provide Services and information in a manner that is comprehensible to the Consumer and in a manner that is culturally competent. Active participation by family members shall be encouraged, consistent with the express desires of the Consumer and in compliance with all-applicable confidentiality laws and regulations.
- c. Quality of Care: The Contractor shall cooperate with CIBH in the development and implementation of Individualized Service Plans (hereinafter referred to as "ISPs") for each Consumer provided services hereunder, and in the development and implementation of CIBH's Quality Improvement Program, as it affects the Consumers covered hereunder.
- d. Protection of Consumers: The Contractor shall have a state-approved human rights plan and shall make timely reports to CIBH and to the Regional Advocate of all allegations of abuse, neglect or exploitation of Consumers occurring within the scope of this Contract. Further, the Contractor shall provide critical incident reporting, both to CIBH and directly to the Regional Advocate, which complies with the requirements of the Commonwealth of Virginia. The Contractor shall also ensure that Consumers are advised of their rights to appeal service decisions that are governed by Medicaid or by the Human Rights regulations.

- e. Information Sharing: Subject to applicable confidentiality requirements, the Contractor shall provide to CIBH all requested Consumer and information necessary to perform the obligations hereunder, and shall maintain its information system in a form and format compatible to that of CIBH.
- f. Licensure: The Contractor shall maintain all licensures required to provide the Services covered by this Contract, and shall immediately notify CIBH of any change in the Contractor's licensure status.
- g. Criminal Background Checks: The Contractor shall be responsible for securing criminal background checks of all applicants for employment and all subcontractors or agents who are in a direct consumer care position under this Contract, as required under Section 37.1-197.2, Code of Virginia, 1950, as amended. The Contractor shall fully cooperate with, and meet the standards of the DBHDS in complying with this requirement.

I. LICENSURE: The Contractor certifies that:

- a. It possesses all required licenses to provide the Services required under this Contract; and
- b. All persons working for the Contractor who are providing Services for which licensure is required do possess the licensure that is required in the jurisdiction where the Service is provided.

The Contractor shall furnish to CIBH satisfactory proof of the necessary licenses required by state and federal regulations prior to the Contractor signing this Agreement. The Contractor agrees that it will maintain its required licensed status with the appropriate regulating authorities and will immediately contact CIBH in the event that such licensing is under investigation or has a pending hearing. The Contractor will also advise CIBH when the license of any person working for the Contractor is suspended or revoked, and shall ensure that such person is not involved in providing Services for which such licensure is required. The Contractor agrees that revocation or withdrawal of the Contractor's license shall immediately terminate this Agreement. Any misrepresentation about the possession of any required license shall constitute a breach of the Agreement and shall allow termination of the Agreement by CIBH without written notice.

I hereby acknowledge, understand and agree to be bound by the Chesapeake Integrated Behavioral Healthcare's Special Terms and Conditions.

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

CHESAPEAKE INTEGRATED BEHAVIORAL HEALTHCARE  
CONTRACT FOR SERVICES  
**CONTRACTOR VENDOR SERVICES AGREEMENT**

- A. CONTRACTOR'S CONDITIONS OF AGREEMENT: the Contractor must comply with the following conditions in order to remain on CIBH's list of approved contractors.

These conditions apply to each separate contract to provide Services to a specified Consumer and are automatically incorporated into and made a part of each Consumer's Consumer Services Plan, hereinafter referred to as "CSP," or ISP.

- a. The Contractor shall have on file with CIBH a current Scope of Work and Description of Services that clearly describes each distinct Service vended to CIBH and the Contractor shall update and resubmit such Scope of Work and Description of Services at least annually and as appropriate to reflect any modifications or expansion of the Services provided.
- b. The Contractor shall notify CIBH of any significant or anticipated changes in the nature or quality of the contracted Service(s) that will affect the delivery of Services and the negotiated cost of any Service vended to CIBH (e.g. reduction in staffing, change in location, physical plant changes, etc.).

- c. The Contractor shall be in initial and continuing compliance with all federal, state and local laws, rules, regulations and ordinances applicable to the Contractor's operation, staffing, physical facilities and service delivery, including, but not limited to, the Americans with Disabilities Act and the Federal Civil Rights Act.
- d. The Contractor shall satisfy appropriate licensure requirements of DBHDS and other regulatory approval agencies applicable to the delivery of Services, such as full CARF (Commission on Accreditation of Rehabilitation Facilities) Accreditation, and maintain such licensure throughout the course of this Contract.
- e. The Contractor shall deliver Services in compliance with DBHDS.
- f. The Contractor shall maintain confidentiality to the Consumer's personal data and not disclose such confidential information without prior written approval by the Consumer or the Consumer's authorized representative, except as may otherwise be authorized or required by law or applicable regulations.
- g. The Contractor shall comply with applicable federal and state regulations and policies regarding the fiscal administration of the delivery of Services and the Services paid for by CIBH including, but not limited to:
  - i. Complying in all respects with the generally accepted auditing standards of the American Institute of Certified Public Accountants and submitting, when requested, reasonably detailed financial statements audited by an independent Certified Public Accountant. The audit may examine the cost on which the rate was determined and to verify that funds were received from CIBH;
  - ii. Invoicing CIBH only for Services approved by CIBH for Consumers and for Services delivered to Consumers;
  - iii. Billing CIBH separately for different Services rendered as approved by CIBH for specific Consumers;
  - iv. Billing or accepting any payment from the Consumer or the Consumer's family or any other third party for Services provided under the Consumer's CSP or ISP only in accordance with the charges and payments reflected in the Consumer's CSP or ISP or otherwise previously approved by CIBH for eligible services;
  - v. Charging CIBH no more than any other purchasers of the same Service as specified in Appendix A;



- vi. Making available, on request, copies of the Contractor's annual independent or public audit report within ninety (90) days after the fiscal year ending June 30; and
- vii. Assuring that personnel with financial responsibility will be bonded.
- h. The Contractor shall maintain such accounts, records and supporting documents as will serve to permit an accurate and expeditious determination to be made at any time of the disposition of all monies received under this Contract and the nature and amount of all charges against CIBH.
- i. The Contractor shall provide access on demand by CIBH, its authorized agents, and/or state and/or federal auditors to any books, documents, papers or other records of the Contractor, including individual Consumer records, relating to the expenditure of all funds and Services rendered during the term of this Contract in order to make audit examinations, excerpts and transcripts.
- j. The Contractor shall provide CIBH with monthly Service delivery information per Consumer and per the required reporting format with the monthly bill.
- k. The Contractor shall satisfy the requirements of evaluation and utilization review of DBHDS or other funding source as appropriate.
- l. The Contractor shall work cooperatively with CIBH staff, including participation of the Contractor's staff in the initial and subsequent Consumer service planning meetings.
- m. The Contractor shall notify CIBH's Intellectual Disability Program Director, Ed Gonzalez, and the local human rights advocate designee, Kelly Monson, immediately of incidents involving Consumers in relation to health, safety, and allegations of neglect, abuse or exploitation. A copy of the Incident Report shall be faxed to CIBH's Community Options Program's Vocational Services Program Supervisor, Shawn Barnwell, at (757) 523-0830, within twenty-four (24) hours of the incident.
- n. The Contractor shall submit a fee schedule for each vended Service based on an updated organizational budget or other acceptable system approved by CIBH. The Contractor may choose to extend previously established and approved rates.
- o. The Contractor shall provide a listing of holidays (reflecting the days, if any, that the Contractor is closed to Consumer Services) for the New Year at least one (1) week prior to January 1<sup>st</sup> of the following year.
- p. If the Contractor is organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Contractor shall be authorized to transact

business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, 1950, as amended, or as otherwise required by law. Any business entity described above that enters into an agreement with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. A public body may void any agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

B. CIBH'S CONDITIONS OF AGREEMENT: CIBH agrees to do the following:

- a. CIBH shall provide the Contractor with a written authorization for specific Service(s) to be rendered by the Contractor for a specified time for each Consumer after the Consumer has chosen the Contractor for such Services(s).
- b. CIBH shall provide the Contractor with pertinent Consumer information during the referral process and on an on-going basis, as appropriate.
- c. CIBH shall provide the case management and Service coordination for the Consumer, as appropriate, for whom the Contractor is providing Services.
- d. CIBH shall conduct Service reviews on an as-needed basis and provide the Contractor with a summary report as to the Contractor's compliance, effectiveness and any deficiencies noted, with recommendation(s) for improvement.
- e. CIBH shall investigate any complaint received from or concerning a Consumer involving the Contractor's provision of Services. CIBH may investigate the complaint at all reasonable times with twenty-four (24) hour notice to the Contractor.

C. MUTUAL CONDITIONS OF AGREEMENT: The Contractor and CIBH shall do the following as a condition of this Contract:

- a. Obtain written authorization from the Consumer or the Consumer's authorized representative for the Contractor and CIBH to exchange information relating to the Services provided by the Contractor to the Consumer under this Contract.
- b. It is understood by both Parties that no payment for Services can be made by CIBH to the Contractor unless and until the Contractor submits all required information to CIBH regarding the provision of Services.

D. BILLING ERRORS: If payment received for Services is incorrect, then it is the Contractor's responsibility to notify CIBH 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. CIBH will correct any error or respond in writing as to why no error exists within ninety (90) days after receipt of the Contractor's notification. If the Contractor's notification and supporting evidence are not received by CIBH within forty-five (45) days, then CIBH is not obligated to make any adjustment to the questioned payment.

Should the payment received for services be an overpayment, the Contractor must notify CIBH immediately and, at CIBH's election, a refund payment or credit memorandum will be issued within ten (10) days. Where the determination of overpayment is made initially by CIBH, then at CIBH's sole election, the Contractor shall issue a refund payment within fifteen (15) days after CIBH's request or CIBH shall offset the overpayment amount against amounts due or to become due hereunder.

E. DISCONTINUATION OF FUNDING/REMOVAL FROM LIST OF APPROVED CONTRACTORS:

- a. CIBH reserves the right to remove the Contractor from the list of approved contractors and to discontinue funding Services provided by the Contractor for Consumers, in the event that the Contractor's performance or capacity to provide Services to Consumers is unsatisfactory.
- b. CIBH shall remain liable for compensation due to the Contractor for services rendered prior to the Contractor's receipt of notice of removal from the list of approved contractors.
- c. The commission by the Contractor of any one or more of the following shall be grounds for removal from the list of approved contractors:
  - i. Failure to maintain full licensure, certification or accreditation status with required regulatory agencies;
  - ii. Failure to notify CIBH of a change in licensing, certification or accreditation status within thirty (30) days of Contractor's receipt of notice of the change;
  - iii. Failure to remedy health and safety concerns which affect the Service delivery to Consumers, after a federal, state or local agency investigation;
  - iv. Billing for Services in a manner contrary to the approved CSP or ISP;
  - v. A pattern of billing for Services delivered under this Contract at higher rates than those approved by CIBH in this Agreement;
  - vi. Failure to cooperate with a Consumer, or a Consumer's family (as appropriate), and case managers to resolve complaints and dissatisfaction with Services; and

vii. Failure to maintain appropriate insurance coverage.

I hereby acknowledge, understand and agree to be bound by the Chesapeake Integrated Behavioral Healthcare's Contractor Vendor Services Agreement.

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

**CHESAPEAKE INTEGRATED BEHAVIORAL HEALTHCARE  
CONTRACT FOR SERVICES  
CONSUMER CHOICE ACKNOWLEDGEMENT**

The Contractor, [INSERT NAME], has been approved by CIBH to receive compensation from CIBH for the Services outlined in this Contract.

Under Code of Virginia §§ 37.2-100 and 37.2-500, 1950, as amended, CIBH provides case management services, that includes the development of an Individual Services Plan ("ISP") for a Client. The ISP identifies additional Services that are appropriate for the Client, such as the Services outlined in this Contract for Services by and between CIBH and [INSERT NAME]. The Client (and/or the Client's authorized representative, as applicable) is able to choose, from CIBH's approved list of contractors, the contractor from whom the Client wishes to receive the Services identified in the Client's ISP. CIBH is willing to pay for such Services, up to a specified limit, for which other sources of funding are not available, on a Client-by-Client basis.

The selection of [INSERT NAME], by the Client and the payment to [INSERT NAME] by CIBH are exempted from the requirements of Virginia public procurement law because the Services detailed in this Contract will be purchased by CIBH only on a Client-by-Client basis for direct use by the Client and only after the Client chooses the Contractor from CIBH's approved list of contractors. (See Section 2.2-4345(A)(14), Code of Virginia, 1950, as amended).

**The Contractor acknowledges and agrees that the Client may terminate Services with the Contractor at any time, without prior notice.**

**The Contractor shall only bill CIBH for Services actually rendered to CIBH Clients.**

The purposes of this Contract for Services are to: (1) ensure that the Contractor complies with certain standards of quality set by CIBH and federal, state and local law, rules and regulations; and (2) to subject the Contractor's performance hereunder to audit and review by CIBH to ensure that any and all compensation paid by CIBH to the Contractor hereunder is justified by the Contractor's proper provision of Services to Clients who select the Contractor.

CHESAPEAKE INTEGRATED BEHAVIORAL HEALTHCARE

\_\_\_\_\_  
Joseph Scislowicz, Executive Director

[INSERT COMPANY'S NAME]

\_\_\_\_\_  
[INSERT NAME OF AUTHORIZED SIGNATORY,  
TITLE]

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have executed this Contract on the date first written above, and the Parties hereto have caused these presents to be executed on their respective behalves by their duly authorized officers on the respective dates hereinafter indicated.

[CONTRACTOR'S NAME]  
\_\_\_\_\_

STATE/Commonwealth of \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_, to-wit:

I, \_\_\_\_\_, a Notary Public, in and for the City/County of

\_\_\_\_\_, in the State/Commonwealth of \_\_\_\_\_, do certify that

\_\_\_\_\_, whose name is signed to the foregoing and annexed writing, has

acknowledged the same, and has produced satisfactory evidence of identity, before me in my

city/county aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

\_\_\_\_\_  
Registration No:  
\_\_\_\_\_

[SEAL]

CHESAPEAKE INTEGRATED BEHAVIORAL  
HEALTHCARE

\_\_\_\_\_  
Joseph Scislowicz, Executive Director

COMMONWEALTH OF VIRGINIA  
CITY OF CHESAPEAKE, to-wit:

I, \_\_\_\_\_, a Notary Public, in and for the City of Chesapeake in the Commonwealth of Virginia, do certify that Joseph Scislowicz, whose name is signed to the foregoing and annexed writing, has acknowledged the same, and has produced satisfactory evidence of identity, before me in my city aforesaid.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

\_\_\_\_\_  
Registration No:  
\_\_\_\_\_

[SEAL]

**APPROVED AS TO FORM:**

---

Chanel Ann Gray, Esq.  
City of Chesapeake Assistant City Attorney  
Date:

**ACCEPTED BY THE CITY:**

---

Anthony Cannon or Allison Meyers  
City of Chesapeake Procurement Administrator/ Director Human Resources  
Date:

**APPENDICES**

- A. Appendix A: Current licensure/accreditation/certification
- B. Appendix B: Certificate of Insurance/copy of Insurance policy
- C. Appendix C: W9 Form
- D. Appendix D: Certification of Compliance with Immigration Laws and Regulations
- E. Appendix E: Litigation Disclosure Form
- F. Appendix F: State Corporation Commission Form

**Please attach Appendix documents AFTER this page**





**APPENDIX A:**  
Current licensure/accreditation/certification

**APPENDIX B:**

Certificate of Insurance/copy of Insurance policy

**APPENDIX C:**

W9 Form

**APPENDIX D:**

Certification of Compliance with Immigration Laws and Regulations

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION  
LAWS AND REGULATIONS**

Section 54-72.2 of the Chesapeake City Code, as amended, states any contract for goods or services with the city, including any of its boards and commissions, shall include a sworn certification by the contractor or vendor of compliance with all federal immigration laws and regulations, including without limitation, the Federal Immigration Reform and Control Act of 1986, and with all state employment laws governing illegal aliens, including without limitation, § 40.1-11.1 of the Code of Virginia, 1950, as amended. The contractor or vendor shall agree to remain in compliance with all such laws and regulations throughout the duration of the contract and to allow the city the right to inspect records and documentation to ensure that all persons hired by the contractor or vendor are eligible for employment in the United States under the Federal Immigration Reform and Control Act. **The requirement for certification shall not apply to contracts of less than \$5,000.00, provided that the contract documents include a provision requiring compliance with federal law governing employment of illegal aliens.** Failure to provide, or violation of, any contractual provision or certification required by this ordinance shall constitute grounds for the immediate termination of the contract without notice or right to cure, at the discretion of the city manager or designee.

Accordingly this certification shall be completed and attached to all contracts and agreements for goods and services made by the City of Chesapeake or any of its boards and commissions. Failure to attach a completed certification shall render the contract or agreement void. A copy of the fully executed certification may be attached if an original certification is on file with Procurement for the current fiscal year.

***Type or print legibly when completing this form.***

1. Legal Name of Contractor or Vendor:

(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID number.)

2. Type of Business Entity:

A. Sole proprietorship (Provide full name and address of owner):

B. Limited Partnership (Provide full name and address of all partners):

C. General Partnership (Provide full name and address of all partners):

D. Limited Liability Company (Provide full name and address of all managing members):

E. Corporation (Provide full name and address of all officers):

3. Doing Business As:  
If Applicable (Note: This is the name that appears on your invoices but is not used as your reporting name.)

4. Name and Position of Person Completing this Certificate:

5. Physical Business Address:

6. Primary Correspondence Address (If different from physical address):

7. Number of Employees:

8. Are all Employees Who Work in the United States Eligible for Employment in the United States?

Yes \_\_\_\_\_

No \_\_\_\_\_

**Under penalties of perjury, I declare on behalf of the contractor/vendor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the contractor's/vendor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986 and Section 40.1-11.1 of the Code of Virginia, 1950, as amended. I further declare on behalf of the contractor/vendor that it shall use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.**

Name of Contractor/Vendor: \_\_\_\_\_

Printed Name of Signatory: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

STATE/Commonwealth of \_\_\_\_\_:

CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

202\_\_, by \_\_\_\_\_. He/She  is personally known to me or  has produced

\_\_\_\_\_ as identification.

\_\_\_\_\_

Notary Public

Registration No.: \_\_\_\_\_

My commission expires: \_\_\_\_\_

[SEAL]

**APPENDIX E:**

**LITIGATION DISCLOSURE FORM**

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your bid or proposal from consideration or termination of the contract, once awarded. For purposes of this disclosure form, "you" means the individual or entity in whose name the bid or proposal is submitted.

1. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last ten (10) years?

Yes  No

2. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been terminated (for cause from any work being performed for the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia) during the last seven (7) years?

Yes  No

3. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?

Yes  No

4. Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation with the City of Chesapeake or any other governmental entity in the Commonwealth of Virginia during the last seven (7) years?

Yes  No

If you answered "Yes" to any of the above questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid or proposal.

**APPENDIX F:**

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER: Pursuant to §2.2-4311.2 subsection B, of the Code of Virginia, 1950, as amended, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

SCC Identification Number: \_\_\_\_\_ (REQUIRED)