

AGENDA



CITY OF HOPEWELL

Hopewell, Virginia 23860

AGENDA

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CITY COUNCIL

Jasmine E. Gore, Mayor, Ward #4
Patience Bennett, Vice Mayor, Ward #7
Debbie Randolph, Councilor, Ward #1
Arlene Holloway, Councilor, Ward #2
John B. Partin, Jr., Councilor, Ward #3
Janice Denton, Councilor, Ward #5
Brenda S. Pelham, Councilor, Ward #6

John M. Altman, Jr., City Manager
Sandra. Robinson, City Attorney
Camisha M. Brown, Assistant City Clerk

June 30, 2020

ELECTRONIC MEETING

Special Meeting: 6:30 PM

OPEN SPECIAL MEETING

6:30 p.m. Call to order, roll call, and welcome to visitors

SB-1 CSA Contract Approval/CPMT Agency for contracting

MOTION: _____

Roll Call

SUGGESTED MOTION: Move to go into closed meeting pursuant to Va. Code Sections 2.2-3711 (A)(1) to discuss and consider prospective candidates for appointment to the Hopewell School Board; (A)(3) and (A)(6) to discuss the investment of public funds for the acquisition of real property for a public purpose where bargaining is involved, and discussion in open meeting would adversely affect the City’s bargaining position and financial interest; and to the extent such discussions will be aided thereby, (A)(4) for the protection of the privacy of individuals in personal matters not related to public business.

Roll Call

CLOSED SESSION

RECONVENE OPEN MEETING

CERTIFICATION PURSUANT TO VIRGINIA CODE § 2.2-3712 (D): Were only public business matters (1) lawfully exempted from open-meeting requirements and (2) identified in the closed-meeting motion discussed in closed meeting?

Roll Call

SPECIAL MEETING

Adjournment

**SPECIAL
MEETING**



AGREEMENT

Introduction

This Agreement (“Contract”) is intended to address and contain all of the terms, parameters, guidelines, and expectations that must be met by any provider of services to any and all children under the care and responsibility of _____.

This Contract is effective as of this _____ day of _____, between the **City of Hopewell, Virginia** (“the Buyer”) and _____ (“the Provider”), and shall expire at the close of business on _____. At all times relevant to this Contract, the City of Hopewell’s Community Policy and Management Team (“CPMT”) shall act as an agent for the Buyer.

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

This Contract may be terminated by either party with fifteen (15) calendar days’ written notice.

Therefore, the parties hereto mutually agree to the terms 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. Any action, administrative, or judicial, brought to enforce any provision of this Contract shall be commenced and prosecuted exclusively in a court of competent jurisdiction in **the City of Hopewell, Virginia**. The Provider accepts the personal jurisdiction of any court in which an action is brought pursuant to this Contract for purposes of that action and waives all defenses to the maintenance of such action.

3. **Specific Interpretations.**

- A. **Waiver.** The failure of the Buyer to enforce at any time any of the provisions of this Contract, or to exercise any option which is herein provided, or to require at any time any performance by the Provider of any of the provisions hereof, shall in no way affect the validity of this Contract or any part thereof, or the right of the Buyer to thereafter enforce each and every provision.
- B. **Remedies Cumulative.** All remedies afforded in this Contract shall be construed as cumulative, that is in addition to every other remedy provided herein or by law.
- C. **Severability.** If any part, term, or provision of this Contract is held by a court of competent jurisdiction to be in conflict with any 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. **Purchase of Services Order.**

- A. **Requirement for POSO.** A Purchase of Services Order (POSO) shall be issued for any and all discrete services that are to be provided by the Provider to any child under the supervision or authority of the Buyer. No services shall be administered to a child under the supervision or authority of the Buyer without a POSO authorizing such discrete services signed by the (agency representative) and the Provider. In the event any provision of the Purchase of Service Agreement is inconsistent with the placement agreement of the Provider, the provisions of the Purchase of Service Agreement will prevail.
- B. **Contents of POSO.** The POSO shall define the terms of purchase and service delivery to a specific child. The POSO shall include the proposed objectives, the term of service, and the type of services to be rendered to the child. The child's Individual Family Services Plan (IFSP) shall be considered by the Provider and the Buyer in determining the proposed objectives, the term of service, and the types of services to be rendered to the child.
- C. **Charges under POSO.** The Provider agrees to charge the Buyer for only those services described in the POSO and in accordance with the Billing provisions of Section ten (10) of this Contract. The provider agrees to invoice for allowable, reasonable, and necessary service costs in accordance with the categories applicable to Title IV-E, Medicaid, and other identified alternative funding sources as directed by the buyer.
- D. **Adjustment or Termination of POSO by Buyer.** The Buyer may adjust or terminate the POSO at any time as a result of changes in the child's eligibility or progress with services, or if the Buyer deems it to be in the child's best interest to terminate the POSO. In the event, that the Buyer becomes unable to honor any or all approved POSOs. For causes beyond the Buyer's reasonable control,

including, but not limited to, failure to receive promised funds from federal, state, or local government sources, or donor default in providing matching funds, the Buyer may terminate or modify any or all POSOs issued pursuant to this Contract as necessary to avoid delivery of services for which the Buyer cannot make payment. The Buyer shall notify the Provider immediately as soon as it becomes aware of such a cause for termination.

- E. ***Termination of POSO by Provider.*** The Provider may only terminate a POSO prior to its expiration in the event of the child subject of the POSO committing an infraction considered a Serious Incident as defined in Section fourteen (14) of this Contract and the Provider having followed the notice requirements stated therein. In the event of termination of a POSO, all reasonable efforts will be made to give the Buyer **fourteen (14)** business days written notice prior to termination of services to the child. Such written notice shall include the specific reason(s) for terminating services to the child.
5. **Employee Background Checks:** Provider's employees providing services to, or having contact with a client placed by the Buyer, must be checked through a child protective service registry in the state where the client is placed within thirty (30) days of employment, so long as the aforementioned employee check is not in conflict with the Provider's state's laws. If it is known that the employee has moved from another state, and has worked with children within one year of his or her employment, this state must also be checked. If the Provider is notified that any of its employees are named in a child protective service registry, then this information will be made available by the Provider to the Buyer within two (2) business days of receipt of such notice. The provider will be in compliance with all Federal and State laws, regulations and licensure requirements relating to the conducting of criminal checks of its employees.
6. **Licensure:** The Provider represents and warrants that it (1) duly holds all necessary licenses required by local, state, federal laws and regulations and (2) will furnish satisfactory proof of such licensure to the Buyer's representative within ten (10) days after the execution of the Agreement. The Provider covenants that it will maintain its required licensed status with the appropriate governmental authorities and will notify the Buyer within **five (5)** calendar days of the issuance of any provisional license. 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 the Buyer to pay the Provider's invoices. In the event of Provider's misrepresentation relative to Provider's possession of license or license status, Provider agrees that Buyer shall be entitled to the refund of all monies paid over to Provider for services contracted by Buyer due to Provider's ability to perform or deliver, and in part or whole, due to education, skill, and/or experience represented by Provider's possession of said license. The Provider further agrees to notify the CPMT if the Provider is appealing any action that might result in a change in licensure if the appeal is denied.

- 7. Service Quality.** The service that Provider shall provide shall meet or exceed the level of quality that is standard in the industry for the service being provided. The description or evaluation written in the Office of Children's Services (OCS) Service Fee Directory of the Profile of Services and Prices shall set forth the minimum level of service that is acceptable.

The Provider shall permit representatives of the Buyer to conduct program and facility reviews to assess service quality and compliance with the Individual Family Service Plan of any child under the supervision or authority of the Buyer. Such reviews shall include, but are not limited to, meetings with consumers, review of services records, review of service policy and procedural issuance, review of staffing ratios and job descriptions, review of financial records pertaining to any child under the supervision and authority of the Buyer, and meeting with any staff directly or indirectly involved in the provision of services to any child under the supervision or authority of the Buyer. Such reviews may occur as deemed necessary by the Buyer and may be unannounced.

- 8. Service Rates.** The rates for services provided to a specific child by the Provider shall be set forth in the POSO for the child. The Provider agrees that ~~the~~ rate for any service described in a POSO shall not increase during the term of the POSO unless the POSO provides for an automatic rate increase, which was agreed to in writing and in advance by the Buyer. Should an automatic rate increase have been properly provided for and agreed to, Provider agrees that such increase may only be effected in the first month of Buyer's fiscal year. The Provider shall provide to the Buyer written notice of any planned rate increase forty- ~~four~~ five (45) calendar days prior to the initial month of the Buyer's next fiscal year. Such written notice shall contain the justification for the increase and shall be submitted in triplicate to the Buyer's Children's Services Act Manager. The Provider is required to have all services and rate information entered and up-to-date in the Service Fee Directory by the beginning of the contract year.

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.

- 9. Medicaid.** The Provider shall file for Medicaid reimbursement for any Medicaid eligible services provided by the Provider to any Medicaid eligible child under the supervision or authority of the Buyer. The Provider shall be responsible for adhering to all Medicaid requirements, both service and fiscal. Any costs associated with improper management of Medicaid cases on the part of the Provider shall be the sole responsibility of the Provider. The Provider shall provide the Buyer with documentation specifying the status of initial Medicaid approval within twenty-four (24) hours (one business day) of receipt of such by the Provider. All other documentation specific to Medicaid received by the Provider shall be provided in writing to the Buyer within forty-eight (48) hours (two business days) by the Provider. The Buyer shall not be responsible for payment of Medicaid eligible services that are denied by Medicaid for reasons attributable to fault of the Provider.

OR

The Buyer shall 1) supply the Provider with the child's Medicaid number, if applicable; 2) include a Certificate of Need from FAPT within thirty (30) calendar days prior to placement that indicates the necessity of placement for residential treatment or a signed FAPT Assessment indicating medical necessity for treatment foster care placements within ten (10) calendar days of admission to the program; 3) provide a complete copy of the DSM-IV diagnosis; 4) provide a completed CANS Assessment dated no more than ninety (90) calendar days prior to placement and every ninety (90) calendar days thereafter. Updated CANS Assessments should be given to the Provider three (3) business days prior the expiration of the authorization period to be included in the "Continued State Review" forms to DMAS; and 5) provide a signed Reimbursement Rate Certificate for each child eligible for Medicaid reimbursement.

For Residential services Level A & B Community-based Residential Services: The Buyer shall submit to the Provider, within ten (10) calendar days of admission to the program; 1) A Certificate of Need from FAPT within thirty (30) calendar days prior to the placement that indicates the necessity of placement for residential treatment; 2) a CANS assessment completed within 30 days of admission to the program and every ninety (90) calendar days thereafter. Updated CANS should be given to the Provider three (3) business days prior the expiration of the authorization period to be included in the "Continued State Review" forms to DMAS; and 3) a complete copy of the DSM-IV diagnosis.

For Residential services Level C: The Buyer shall submit to the Provider no more than twenty-four (24) hours after admission to the program; 1) A Certificate of Need from FAPT completed within thirty (30) calendar days prior to placement that indicates necessity of placement for residential treatment; 2) a completed CANS dated within ninety (90) calendar days of placement and every ninety (90) calendar days thereafter. Updated CANS should be given to the Provider three (3) business days prior the expiration of the authorization period to be included in the "Continued State Review" forms to DMAS; 4) a complete copy of the DSM-IV diagnosis; and 5) a signed Reimbursement Rate Certificate for each child eligible for Medicaid reimbursement.

10. **Billing.** The Provider shall bill the Buyer each month for all services actually rendered to a child as described in ~~the~~ POSO. Provider agrees that Provider will not charge or invoice Buyer for services that Provider was unable, for any reason whatsoever, to deliver services as agreed by the POSO. The Provider shall bill the Buyer for any and all services provided within thirty (30) calendar days of the date on which the service was provided. The Buyer agrees to mail payment for all correct invoices by no later than forty-five (45) calendar days of receipt of the invoice. In no case, shall the Buyer be obligated to pay for services rendered to a child when the Provider fails to submit an invoice to the Buyer for such services within thirty days (30) calendar days of the date of the service.

The Provider's invoice shall list the applicable services provided by funding source category as directed by the Buyer and shall specify the name of the child to whom each service was provided and the date of service. The amount billed for services shall be the amount agreed upon in the POSO authorizing services to the child to whom the service was provided. The Provider agrees to bill and the Buyer agrees to pay for only those services authorized by the POSO for a specific child.

The Provider shall bill the Buyer for the actual increments of service provided to the child as agreed upon by the Buyer and the Provider.

In the event of an absence of a non-residential child for a previously scheduled service, the Buyer agrees to pay to the Provider the service rate agreed to in the POSO for the child for up to seven (7) such occurrences per Buyer's fiscal year.

The Buyer shall - notify the Provider of any incorrect invoice and return such invoice for correction without payment to the Provider by no later than fifteen (15) calendar days of receipt of the invoice.

Within five (5) calendar days of receipt of the returned invoice, the Provider shall correct any incorrect invoice and re-submit the corrected invoice to the Buyer for payment. If the Provider finds that the invoice is correct, the Provider shall forward a written explanation for the invoice with supporting documents to the Buyer within five (5) calendar days of receipt of the returned invoice. If the Provider's notification and supporting evidence are not received by the Buyer within the five (5) calendar day limit, Buyer shall not be obligated to make payment upon any disputed portion of the invoice. The Provider shall immediately notify the Buyer of any overpayment for services by the Buyer. In the event of such overpayment, Buyer shall be entitled to set off any future payment due and owing to Provider until the dollar value of such overpayment is recovered in full. Should at the time of such overpayment no future payment was due and owing to the Provider by Buyer, Provider shall refund Buyer the full amount of the overpayment by no later than ____ days following its receipt.

By signing this agreement, the Buyer and the Provider are in agreement that costs for services provided should be billed within thirty (30) calendar days of the date on which the service was provided. **All invoices for payment and all monthly reports are to be sent directly to the case manager and the case manager will forward to the CSA office for payment.** The Buyer agrees to mail payment for all correct invoices within forty-five (45) calendar days of receipt of the invoice.

- 11. Accounting and Record Keeping.** The Provider shall maintain an accounting system and supporting records adequate to assure that claims for funds are in accordance with applicable state, federal, and appropriate accrediting agency requirements. Such supporting records shall reflect all direct and indirect costs of any nature expended in the performance of this Contract and all income from any source. The Provider shall also collect and maintain fiscal and statistical data pursuant to the servicing of this Contract,

and any POSO for a child under the supervision or authority of the Buyer, on forms designated by the Buyer.

The Provider shall and agrees to retain all books, records, and other documents relative to this Contract and any POSO for a child under the supervision or authority of the Buyer for five (5) years after any final payment pursuant to this Contract, and any POSO for a child under the supervision or authority of the Buyer, to ensure Buyer's compliance with the Commonwealth of Virginia's records retention and destruction schedule, or as long as necessary for purposes of any unresolved state or federal audit. The Buyer, its authorized agents, and state or federal auditors shall have full access to and the right to examine any of said materials, in whatever form in which they are maintained or can otherwise be reasonably provided during an audit at reasonable times and upon reasonable notice.

12. **Confidentiality.** Any information obtained by the Provider pursuant to this Contract concerning applicants, a child under the supervision or authority of the Buyer, or such child's family members shall be treated as confidential. Use or disclosure of such information by the Provider shall be limited to purposes directly connected with the Provider's responsibility for services under this Contract. Both parties further agree that this information shall be safeguarded in accordance with the provisions of the Code of Virginia, as amended, and any other relevant provisions of state or federal laws.
13. **Reports:** Unless otherwise stipulated, the Provider shall submit to the Buyer written suggestions for the IEP or IFSP (also known as Treatment Plan, Plan of Care or Service Plan), as the case may be, within thirty (30) calendar days of the initiation of services to the child/youth. The IEP/IFSP shall include at the minimum the following information: type(s) and number(s) of disabilities; mental health and mental retardation diagnoses, or delinquent behaviors for which the purchased services are intended to address prognosis, short and long term goals; expected outcomes; and performance time frames mutually agreed to between the Buyer and Provider when the services are purchased. Progress reports shall include progress or lack of progress of child on long and short term goals, services rendered by the Provider, client's response to the services, any changes to goals or interventions and reasons thereof, any anticipated change to expected goals, interventions or outcomes, medications administered (if any), and any significant incidents affecting the child. If the Provider fails to provide any written treatment plan, progress report, or termination report in a timely manner, the Buyer may withhold payment of the Provider's invoices until such plan or report is received.

The Provider shall provide the case manager with a copy of any reports of annual physical and dental examinations and psychological or psychiatric examinations of the child/youth conducted while under the care of the Provider.

The Provider shall provide a monthly utilization/progress report for each child. For children funded under Virginia Medicaid, a copy of the monthly written report submitted to Medicaid should also be submitted to the case manager and the Buyer within the time frames stipulated by Medicaid. The Provider shall submit the monthly report within ten (10) business days after the end of each calendar month. If the Provider fails to provide

monthly utilization/progress reports within the time frame noted, the Buyer shall withhold payment of the Provider's invoices.

Upon two weeks notice of a meeting of the FAPT for a child, the Provider shall ensure that a representative with personal knowledge of the progress of the child, and authority to bind the Provider attends and participates in such meeting.

14. **Serious Incident Reporting:** The following procedures shall be adhered to in reporting a serious incident, actual or alleged, which is related to youth placed by the Buyer. A serious incident includes abuse or neglect; criminal behavior; death; emergency treatment; facility related issues, such as fires, flood, destruction of property; food borne diseases; physical assault/other serious acts of aggression; sexual misconduct/assault; substance abuse; serious illnesses, (such as tuberculosis or meningitis); serious injury (accidental or otherwise); suicide attempt; unexplained absences; or other incidents which jeopardize the health, safety, or well being of the youth.

At all times relevant hereto, Provider shall make timely reports to the appropriate local enforcement or as otherwise required by state or federal law. Within twenty-four (24) hours of a serious incident, the Provider shall report the incident by speaking to or leaving a message for the case manager of the placing agency of each youth involved. Within forty-eight (48) hours of the serious incident, the Provider shall complete a written report and submit the report to the case manager of the placing agency for each youth involved.

The written report of the serious incident shall provide a factual, concise account of the incident and include:

Name of facility/provider; name of person completing form; date and time of serious incident; date of the report; child/youth's name, age, gender, ethnicity; placing agency's name; placing agency's case manager's name; where the incident occurred; description of incident (including what happened immediately before, during and after the incident); names of witnesses; action taken in response to incident; names/agencies notified (family, legal guardian, child protective services, medical facility, police); recommendation for follow-up and/or resolution of incident; signature of person completing report; and facility/provider director's (or designee) signature and date.

Separate reports should be completed and submitted for each child/youth involved and placed by the Buyer. The Provider is responsible for ensuring the confidentiality of the parties involved in the incident.

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

Upon suspicion or determination that a serious incident has occurred, Provider shall have the duty and agrees to preserve all records and evidence that documents or is related thereto said incident. Such duty to preserve shall apply, but not be limited, to emails, voice recordings, picture recordings/video. To the extent permitted by applicable state or federal laws, Provider shall turnover all such evidence to Provider or applicable law enforcement upon request.

15. **Transportation to Court.** The Provider agrees to transport a child in the care of the Provider to all scheduled court hearings and to ensure the child's timely arrival at such hearings unless exigent circumstances exist that prevent the Provider from providing such transportation. To the extent actually possible under then-existing circumstances, the Buyer agrees to provide the Provider with notice of a scheduled court date at least **fourteen (14)** business days prior to such date. If 14 days' advance notice cannot be given, Buyer shall give as much notice as is reasonably possible and practicable under the circumstances then existing. The Provider agrees to notify the Buyer at least **seven (7)** business days prior to a scheduled court date of any inability on the Provider's part to transport a child to a scheduled court hearing.

The Provider further agrees that a shortage of staff does not constitute exigent circumstances for purposes of this Contract. The Provider agrees to bill the Buyer for costs of transportation in accordance with the Billing provisions agreed to in this Contract.

16. **Grievances.** In the event that a child under the supervision or authority of the Buyer submits a complaint to the Buyer concerning the Provider, the Provider shall promptly provide all verbal or written information or documents within its control relevant to such complaint to the Buyer upon a request by the Buyer for such information.
17. **Subcontracts.** The Provider shall not enter into any subcontract for any of the services approved under this Contract without obtaining the prior written approval of the Buyer. Subcontractors shall be subject to all of the provisions, requirements, and conditions of this Contract and any POSO signed pursuant to this Contract. The Provider shall be solely responsible for the performance of any of its subcontractors.
18. **Not Employees.** The Provider's performance under this Contract is as an independent contractor, and neither the Provider, nor its employees, assignees, nor subcontractors shall be deemed employees of the Buyer while performing under this Contract.
19. **Insurance.** The Provider shall, at its sole expense, obtain and maintain during the term of this Contract the insurance policies listed and required herein, naming the Buyer as an additional insured, and shall furnish the Buyer with a certificate of insurance prior to commencing work upon any POSO signed pursuant to this Contract. Any required insurance policies must be effective prior to the provision of any services or performance by the Provider under this contract and such policies cannot be cancelled without ninety (90) calendar days written notice to the Buyer. The following insurance is required:

- A. **Commercial general liability insurance**, written on an occurrence basis which shall insure against all claims, loss, cost damage, expense or liability from loss of life or damage or injury to person or property arising out of the Provider's performance under this Contract. The minimum limits of liability for this coverage shall be \$1,000,000.00 combined single limit for any one occurrence.
- B. **Contractual liability broad form insurance** shall include the indemnification obligation set forth in this contract.
- C. **Workers' Compensation insurance** covering Provider's statutory obligations under the laws of the Commonwealth of Virginia and employers' liability insurance shall be maintained for all its employees engaged in work under this contract. Minimum limits of Liability for employers' liability insurance will be \$100,000 for bodily injury by accident (each occurrence), \$100,000 bodily injury by disease (policy limit) and \$100,000 Bodily injury by disease (each employee). With respect to Workers' compensation coverage, the Provider's insurance company shall waive rights of subrogation against the Buyer, its officer, employees, agents, volunteers and representatives.
- D. **Automobile liability insurance** shall be at least \$1,000,000.00 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this contract.
- E. **Professional liability insurance** with a minimum of liability of \$1,000,000.00.

The insurance coverage in amounts set forth in this Section may be met by an umbrella liability policy following the form of the underlying primary coverage and the minimum amounts as listed above. Should an umbrella liability coverage policy be used to satisfy the requirements of this section, such coverage shall be accompanied by a certificate of endorsement stating that the policy applies to all of the above types of insurance.

- 20. **Indemnity.** The Provider shall indemnify, defend and hold harmless the **City of Hopewell**, its officers, agents and employees from and against any and all losses, liabilities, claims, damages and expenses, including court costs and reasonable attorneys' fees arising from any material default or breach by the Provider of its obligations specified in this Contract, as well as all claims arising from errors, omissions, negligent acts or intentional acts of the Provider, its officers, agents, employees and subcontractors.
- 21. **Force of Nature.** Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to acts of God, flood, severe weather, fire, epidemic/pandemics, strikes, the public enemy, legal acts of public authorities, or delays or defaults of public carriers, which cannot reasonably be forecast or provided against.
- 22. **Miscellaneous.**

- A. **Additional Provisions.** Any document referred to in this Contract, but not attached hereto is hereby incorporated in this Contract by reference.
- B. **Merger.** This Contract, including all documents incorporated herein, constitutes both a complete and exclusive statement and the final written expression of all the terms of this Contract and of the entire understanding between the Provider and the Buyer regarding those terms. No prior written agreements or contemporaneous or prior oral agreements between the Provider and the Buyer regarding this Contract's subject matter shall be of any effect.
- C. **Modification.** This Contract shall not be amended, modified, or otherwise changed except by the written consent of the Provider and the Buyer given in the same manner and form as the original signing of this Contract.
- D. **Order of Precedence.** Where there exists any inconsistency between the provisions of this Contract and the provisions of other documents that have been incorporated into this Contract by reference or otherwise, the provisions of this Contract shall control.
- E. **Remedies.** Notwithstanding Buyer's right to exercise its rights of immediate termination, Buyer shall not be limited solely to this remedy and Provider shall not be relieved of any liability to Buyer for any breach or violation of this Agreement as may otherwise be provided by law.
- F. **Assignment.** Provider shall not assign or delegate any right or duty under this Agreement without prior written approval/agreement by the Buyer.
- G. **Severability/Enforceability.** If any provision of this Agreement is held to be unenforceable, then only such provision may be modified to reflect the parties' intention. All remaining provisions shall remain in full force and effect.
- H. **Notices.** Any notice required by the terms of this Agreement shall be deemed duly given when delivered as follows:

Notice to the Buyer shall be sent to:

City of Hopewell
 c/o [INSERT POSITION TITLE]
 [Address]
 [Address]
 [Address]

Copy to:
 Position Title/Office
 [Address]
 [Address]
 [Address]

Notice to the Provider shall be sent to:

Provider Name

Attn:

[Address]

[Address]

[Address]

23. **Drug-Free Workplace/Employment Discrimination by Provider.**

The Provider shall maintain a drug-free workplace for employees providing services to, or having contact with a client placed by the Buyer. The Provider shall post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

The Provider shall 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, where applicable, the Virginians with Disabilities Act, and the Americans with Disabilities Act. If the Provider is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice or on the basis of race, age, color, gender or national origin, and shall be subject to the same rules as other organizations that contract with the City of Hopewell to account for the use of the funds provided; however, if the faith-based

~~organization~~Organization segregates ~~public funds into separate accounts, only~~ the accounts ~~and~~

programs funded with public funds shall be subject to audit by the City. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Provider, in all solicitations or advertisements for employees placed by or on behalf of the Provider, will state that the Provider is an equal opportunity employer.

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

Authorized Representative(s):

Signature: _____

Name: _____
(Please Print)

Title: _____

Provider: _____

Date: _____

Signature: _____

Chair
Community Policy & Management Team
City of Hopewell

Date: _____

RESOLUTION NO. R2020 - _____

**A RESOLUTION DESIGNATING HOPEWELL COMMUNITY POLICY AND
MANAGEMENT TEAM AS AGENT AND DELEGATING
CONTRACT AUTHORITY FOR CSA VENDOR CONTRACTS**

WHEREAS, Chap. IV, §2 of the Hopewell City Charter and §§ 15.2-1100 and 1102 of the Code of Virginia vest all of the powers the City of Hopewell can exercise in its City Council unless that power has otherwise been expressly delegated to another; and

WHEREAS, pursuant to §§2.2-5204 the City of Hopewell is required to maintain a Community Policy and Management Team (“CPMT”) to perform certain duties relative to the provision of services to children and families in Hopewell pursuant to the powers conferred on CPMT pursuant to §2.2-5206 of the Virginia Code;

WHEREAS, the power to “contract” is not among those powers conferred on CPMT by §2.2-5206, but the power to contract is a delegable power of the City; and

WHEREAS, the Hopewell City Council is of the opinion that general welfare of the city and the safety, health, peace, comfort, and maintenance of City residents will be better promoted and protected by enabling the Hopewell CPMT to enter into vendor contracts to provide for goods and services necessary to carry out the CPMT duties relative to Hopewell’s children and families, as set forth in the Agreement attached hereto and incorporated herein; now therefore

WHEREAS, any other actions taken by a singular councilor, including the president of council, shall be only as imposed by or with the consent of City Council; now therefore

BE IT RESOLVED by the Hopewell City Council this ___ day of June 2020 the following:

1. That the City of Hopewell hereby approves the form and terms of the attached Agreement utilized by the Hopewell Community Policy and Management Team to contract on behalf of the City of Hopewell, Virginia in accordance with CPMT carrying out its duties and responsibilities related to providing services to children and families as required by Va. Code §2.2-5204;
2. The Hopewell Community Policy and Management Team is hereby designated and shall act agent for the City of Hopewell, Virginia for all purposes related to the contracting for services or goods pursuant to the attached Agreement, including executing any amendment(s) thereto. CPMT may delegate this contracting authority to be exercised by a specific individual provided such delegation is made in writing, approved by a majority of the CPMT and recorded and maintain as an official record of the CPMT, and a copy thereof delivered to the City of Hopewell within no less than 72 hours of approval.
3. All authority granted hereunder may be withdrawn by the City of Hopewell, at its sole discretion, at any time.

Witness this signature and seal

Mayor Jasmine Gore, Ward 4

VOTING AYE:

VOTING NAY:

ABSTAINING:

ABSENT:

ATTEST:

Camisha Brown, Interim City Clerk

ADJOURN