FAUQUIER COUNTY GOVERNMENT AND PUBLIC SCHOOLS
CONTRACT #SS-14-16smc
Music Therapy Services

This *Music Therapy Services* contract is made and entered into this *27th* day of *July, 2015*, by and between the Fauquier County School Board, a political subdivision of the Commonwealth of Virginia (referred to hereinafter as "Owner") on behalf of the Fauquier County Public Schools Special Education Department, and ***Lora Robinson***, having her principal place of business at *761 Cherry Tree Lane, Warrenton, VA, 20186*, (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing *Music Therapy Services* and represents that she has the background and expertise necessary to provide the services outlined herein; and

WHEREAS, the Owner and Contractor wish to document their agreement concerning the respective obligations of the parties,

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein, the Contractor and the Owner agree as follows:

SECTION 1: SCOPE OF SERVICES

The Contractor shall furnish all necessary labor and personnel to accomplish the required services specified herein. Services are to include, but not be limited to those listed and outlined herein. The requirements outlined herein represent the general scope of services, but may not represent the full range of services that could be utilized; Contractors are encouraged to suggest additional services they can provide. Owner reserves the right to request the Contractor provide additional services; the cost for additional services will be negotiated, based on a mutually agreed upon scope of work, at the time they are requested, and will be added to the contract through written modification. To briefly outline the specific requirements below:

1.1 Specific Requirements: *The Contractor shall provide Music Therapy services to students in the Fauquier County Public School District who have this service required in the individual education plan (IEP), and shall attend associated meetings for that student relative to this service as required. The Owner school calendar will be given to the Contractor, who shall coordinate all services through the Owner, Special Education Department and Special Education Case Manager within each school building.*

1.2 Fee(s): *The Owner shall pay, and the Contractor accept, the rate of $110 per hour for direct services to student, and for any required associated meetings. Transportation will be paid at the flat rate of $0.575 per mile from Contractor residence to school or between schools; this is the federal mandated mileage rate.*

1.3 Method of Ordering/Payment: The Owner shall utilize Purchase Orders as the method of ordering services to insure that funds are obligated to this contract; each Purchase Order shall indicate the billing address (and shipping address if applicable), time period the PO is valid for, and persons authorized to order goods/services. The Contractor shall submit invoices monthly unless otherwise agreed upon, clearly listing good and/or services provided within that time period and using the contract fees as the method of pricing. Invoice must show the Purchase Order number, contract number, date and location of services, name of person providing services, and hours spent at each location providing services. Invoices shall be submitted to the address and contact noted on the Purchase Order. The Owner pays correct, accurate invoices within 45 days as permitted by the Code of Virginia. The Owner's fiscal year is July 1 - June 30. Contractors are

advised to submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.

SECTION 2: CONTRACT PERIOD

The contract period shall commence *August 17, 2015* and expire *June 30, 2016.*

SECTION 3: ADDITIONAL PROVISIONS

3.1 No Subcontractors: Contractors shall be advised that they are solely responsible for the services outlined herein; no subcontractors may be utilized unless expressly approved in writing by the Owner or Contract Administrator.

3.2 Contract Administration: The successful completion of the contract will require close coordination with the Contract Administrator. The Contract Administrator, in addition to the duties identified below, shall be responsible for coordinating access to the work-site and scheduling work performed in accordance with the contract documents. The Procurement Division has designated the *(insert title of person, no names)*, as the Contract Administrator. This individual is the interpreter of the conditions of the contract and the judge of its performance. He/she will use all powers under the contract to enforce its faithful performance. The Contract Administrator will determine the amount, quality, acceptability, and fitness in all aspects of the work and shall decide all other questions in connection with the work. Any modifications made must be authorized by the Procurement Manager and issued as a written amendment to the Contract.

3.3 Applicable Law and Courts: This contract shall be governed in all respects by the laws of the Commonwealth of Virginia, and any litigation with respect thereto shall be brought in the Circuit Court of Fauquier County, Virginia. The Contractor shall comply with applicable federal, state and local laws, rules and regulations.

Anti-Trust: By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust law of the United States and Fauquier County, relating to the particular goods or services purchased or acquired by the Owner under said contract. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.

3.4 Immigration Reform and Control Act of 1986: The Contractor certifies that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

3.5 Anti-Discrimination: The Contractor certifies to the Owner that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act.* If the award is made to 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 or race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, 2.2-4343.1(E)).

In every contract over $10,000 the provisions in A and B below apply:
A. During the performance of this contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there 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.

2. 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.

3. 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.

3.6 Assignment of Contract: A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Procurement Manager.

3.7 Changes to the Contract: Changes can be made to the contract in any of the following ways:

A. The parties may agree to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. All modifications to this contract shall be made in writing.

B. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods:

1. By mutual agreement between the parties in writing; or

2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or

3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Owner within thirty (30) days from the date of receipt of the written order from the Owner. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.

3.8 Default: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and

hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Owner may have.

3.9 Disputes: Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the Work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in Section 2.2-4364 of the Code of Virginia. Failure of the School Board to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to Section 2.2-4365 of the Code of Virginia has been established for contractual claims under this contract.

3.10 Protection of Persons and Property:

3.10.1 Contractor shall take every precaution at all times for the protection of persons and property, including Owner employees and property and its own. The Contractor shall take all necessary precautions for the safety of employees and shall comply with all applicable provisions of local safety laws, ordinances, and building codes to prevent accidents or injury to persons on, about or adjacent to the premises. Contractor shall maintain at all times, safeguards for the protection of employees and the public.

3.10.2 Precaution shall be exercised at all times for the protection of person, including both employees of the Contractor and Owner's representatives, and property, belonging to both Contractor and Owner. The Contractor shall be responsible for any and all damage to Owner's property or equipment caused by Contractor performance; conversely, to extent permitted by law, the Owner shall be responsible for any and all damage to Contractor's property resulting from inappropriate usage of Contractor's facilities.

3.11 Audit: The Contractor agrees to retain all books, records and other documents relative to this contract for five (5) years after final payment, or until audited. The Owner, its authorized agents and/or auditors shall have full access to and the right to examine any of said materials during said period.

3.12 Insurance Requirements: By signing this contract, Contractor certifies that it will have the insurance coverage required in the attached Insurance Checklist during the term of the contract. The Owner requires the Contractor to furnish a compliant Certificate of Insurance within five business days of request. The Contractor further certifies that they will maintain the specified coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the contract, the Owner reserves the right to require the Contractor to furnish certificates of insurance for the coverage required.

3.13 Termination: Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party; but if services hereunder are in progress, but not completed as of the date of termination, then this contract may be extended upon written approval of the Owner and until said services are completed and accepted.

3.13.1 **Termination for Convenience:** In the event that the contract is terminated or canceled upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.

3.13.2 **Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

3.13.3 **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and, to the extent funds have been budgeted and appropriated, the Contractor may be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under the contract.

3.14 Indemnification: Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

3.15 Drug-Free Workplace: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) 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 contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

3.16 Sex Offender Registry Notification: The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor.

Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractor's who are employed on school property by the Contractor or Sub-Contractor.

The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools "CERTIFICATION OF NO CRIMES AGAINST CHILDREN" form, a copy of which is included in this contract.

3.17 Compliance With Federal, State, and Local Laws and Federal Immigration Law: During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

3.18 Asbestos Notification: As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

3.19 Severability: In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

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

CONTRACTOR
Lora Robinson

By: _____

Title: Music Therapist

Date: 7/29/2015

OWNER
Fauquier County School Board

By: Susan R. Monaco
Susan R. Monaco, CCPO, CPPB

Title: Procurement Manager

Date: 8/11/2015

DIVISION OF RISK MANAGEMENT
INSURANCE CHECKLIST

Items marked "X" are required by this contract.

Required		Coverage Required	Limits (figures denotes minimum)
X	1.	**Workers' Compensation** and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better, or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes $100,000/$500,000/$100,000 Statutory Statutory
X	2.	**Commercial General Liability** General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better, or its equivalent	2. $1,000,000 (CSL) Each Occurrence $2,000,000 $2,000,000 $1,000,000 $50,000 Per Occurrence
X	3.	**Automobile Liability** Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. $1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
___	4.	Prof. Errors and Omissions Best's Guide Rating-A-VIII or better, or its equivalent	4. $1,000,000 (CSL) Each Claim
___	5.	Garage Liability	5. $1,000,000 CSL Each Occurrence
___	6.	Garage Keeper's Legal Liability Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
___	7.	Umbrella Liability Best's Guide Rating-A-VIII or better, or its equivalent.	7. $1,000,000
___	8.	Other Insurance:	
X	9.	**Auto and General Liability Policies <u>shall be endorsed to name</u> Fauquier County School Board as additional insured** (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
X	10.	30 day written notice of cancelation of any policy referenced on the certificate of insurance shall be given to Fauquier County and/or Fauquier County School Board – Ref. Code of Virginia Section 38.2-231. **Also, the words "endeavor to" and "failure to mail such notice" clause shall be removed from the cancellation notice.**	
X	11.	The Certificate must state Contract Title.	
X	12.	**Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.**	

Revised 4/4/13/Proc/HR

Fauquier County Public Schools

320 Hospital Drive, Suite 40
Warrenton, VA 20186-3037
(540) 351-1000

www.fcps1.org

One Voice, One Vision: Dream High

CERTIFICATION
OF
NO CRIMES AGAINST CHILDREN

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with Fauquier County Public Schools' students. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Lora Robinson, Music Therapist — 7/29/15
Type or Print Name and Title of Person Authorized to Sign by Contractor — Date

Lora Robinson, MT-BC — 7/29/15
Signature of Person Authorized by Contractor — Date