

FIXED PRICE SUBCONTRACT AGREEMENT

This Fixed Price Subcontract Agreement (the "Agreement") is entered into on this ___ day of _____, 20__ by and between Chestnut Health Systems, an Illinois not-for-profit corporation ("Chestnut") and _____, a _____ ("Agency").

RECITALS

WHEREAS, Chestnut has developed the training and certification package for the Adolescent Community Reinforcement Approach (A-CRA) and Assertive Continuing Care (ACC); and

WHEREAS, Chestnut also provides trainings, coaching, certifications, monitoring and other administrative services in connection with the use of A-CRA/ACC through the Evidence-Based Treatment Coordinating Center ("EBT-CC") and Agency has received a grant to provide assessment and treatment services; and

WHEREAS, in connection with the receipt of this grant money, Agency desires to subcontract with Chestnut to provide to Agency certain services in connection with A-CRA/ACC to assist in the treating of substance abuse, and to facilitate the sharing of resources and information between Agency and the Federal Government as further described in this Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual agreements hereinafter set forth and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Chestnut and Agency agree as follows.

Section 1. Services.

1.1 **Scope of Services.** Chestnut shall be retained to perform the following services as further outlined below. All services shall be performed or provided by Chestnut as part of the fixed fee as specified below only during the term of the Grant funding, and all services shall immediately end upon cessation of the Grant funding from the Federal Government. Chestnut understands and agrees that this Agreement is contingent on the Agency receiving Grant funding from the Federal Government.:

1.1.1 A-CRA/ACC National Trainings

(a) For the duration of the Grant, Agency shall be invited to send up to 7 staff members to attend an A-CRA/ACC National Training. This 3.5-day training will provide guidance on implementing A-CRA/ACC. The A-CRA/ACC National Training includes presentations, small group work on procedures, question and answer sessions, hands on practice with rating A-CRA/ACC sessions, tips to achieve certification, and a demonstration of EBTx.org for uploading sessions,

(b) Airfare, lodging, and transportation from hotel, training materials and lunch each day is included in the fixed fee for up to seven (7) trainees over the course of the three year grant. Airfare, lodging, transportation and other travel reimbursement is made in accordance with Chestnut's travel logistics and reimbursement procedures. All travel arrangements MUST be made through Chestnut and must comply with Chestnut's travel

procedure requirements to be eligible for reimbursement. Chestnut will also provide reimbursement for certain meals and some ground travel expenses based on a calculated government reimbursement rate, which is determined using information posted by the Federal Government on the following website: http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2010&contentType=GSA_BASIC&contentId=17943&queryState=Illinois&noc=T

(c) The Agency can send up to 4 staff members per year (maximum 7 for life of the grant) to the A-CRA/ACC National Training. The Agency will be responsible for all costs associated with sending additional trainees and Agency understands that costs for any additional trainees are not included in the fixed fee.

1.1.2 Advanced A-CRA/ACC Training

(a) Chestnut will offer an advanced training to clinical supervisors who achieve A-CRA/ACC supervisor certification or have made substantial progress towards certification. The 2-day advanced training aims to (1) briefly review content from the initial training; (2) offer an opportunity to ask experts questions that have arisen from their practice and supervision; (3) learn how to better supervise caregiver and/or relationship therapy sessions; (4) see demonstrations of how to handle difficult supervision issues; (5) discuss clinical issues related to psychiatric co-morbidity; (6) discuss and see examples of different ways to train in-house staff; (7) discuss experiences related to addressing the needs of adolescents and families with different cultural backgrounds; and (8) prepare a training plan to be reviewed by workshop leaders.

(b) Airfare, lodging, and transportation from hotel, training materials, and lunch each day are included in the fixed fee for up to two (2) trainees. Airfare, lodging, transportation and other travel reimbursement is made in accordance with Chestnut's travel logistics and reimbursement procedures. All travel arrangements MUST be made through Chestnut and must comply with Chestnut's travel procedure requirements to be eligible for reimbursement. Chestnut will also provide reimbursement for certain meals and some ground travel expenses based on a calculated government reimbursement rate, which is determined using information posted by the Federal Government on the following website:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2010&contentType=GSA_BASIC&contentId=17943&queryState=Illinois&noc=T

(c) The Agency is expected to send one staff member to the Advanced A-CRA/ACC Training (up to two slots over the course of the grant). The Agency will be responsible for all costs associated with sending additional trainees and Agency understands that costs for any additional trainees are not included in the fixed fee.

1.1.3 Intermediate A-CRA/ACC Training

(a) Chestnut will offer an intermediate training to clinicians who achieve A-CRA/ACC clinician certification or have made substantial progress towards certification. The 2-day advanced training aims to (1) briefly review content from the initial training; (2) offer an opportunity to ask experts questions that have arisen from their practice; (3) discuss how to handle difficult clinical situations and how experts weave procedures into a clinical session; (4) practice doing a clinical session in front of a group of their peers and receive feedback; (5) discuss experiences related to addressing the needs of

adolescents and families with different cultural backgrounds; and (6) discuss clinical issues related to psychiatric co-morbidity.

(b) Airfare, lodging, and transportation from hotel, training materials and lunch each day are included in the fixed fee for up to two (2) trainees. Airfare, lodging, transportation and other travel reimbursement is made in accordance with Chestnut's travel logistics and reimbursement procedures. All travel arrangements MUST be made through Chestnut and must comply with Chestnut's travel procedure requirements to be eligible for reimbursement. Chestnut will also provide reimbursement for certain meals and some ground travel expenses based on a calculated government reimbursement rate, which is determined using information posted by the Federal Government on the following website:

http://www.gsa.gov/Portal/gsa/ep/contentView.do?queryYear=2010&contentType=GSA_BASIC&contentId=17943&queryState=Illinois&noc=T

(c) The Agency is expected to send one staff member to the Intermediate A-CRA/ACC Training (up to 2 slots over the course of the grant). The Agency will be responsible for all costs associated with sending additional trainees and Agency understands that costs for any additional trainees are not included in the fixed fee.

1.1.4 A-CRA/ACC Certification

Agency agrees that designated staff will pursue A-CRA/ACC clinician and clinical supervisor certification through the EBT-CC.

1.1.5 EBT Project Coordinator

(a) An EBT Coordinator is designated to work with the Agency and is available by phone and email to address any questions from clinicians, supervisors, or Agency management regarding the certification process, coaching, or the website during normal business hours.

(b) E-mails are sent to remind Agency staff how far along in implementation they should be (e.g., upcoming deadlines, paperwork due) and of upcoming coaching calls. Congratulatory e-mails are sent to recognize achievements such as reaching certification levels and other Agency accomplishments.

(c) The EBT Coordinator makes post training site implementation calls 4-6 weeks after initial A-CRA/ACC training to review early implementation decisions and paperwork and answer site questions.

(d) The EBT Coordinator assesses the need for additional coaching calls.

1.1.6 A-CRA/ACC Coaching

(a) Agency agrees that designated staff will participate in telephone coaching calls for clinicians and supervisors who are working towards certification, as scheduled by Chestnut. These individuals, who are working on completing certification, are provided group coaching calls via teleconferencing on a bimonthly basis for the first year and less frequently in the second year. The calls are lead by an A-CRA/ACC expert.

(b) These coaching calls focus on addressing any questions staff have regarding the use of A-CRA/ACC and helping them learn how to implement the interventions with high fidelity. The EBT Coordinator will encourage grantees to discuss problems they may be having and other sites on the call are encouraged to share tips with other sites. Calls will often involve a special topic.

- (c) The EBT Coordinator sends reminders via e-mail to each trainee, which includes the toll-free conference line number and passcode.
- (d) Individual coaching calls are available to trainees in need of extra assistance throughout the certification process, as mutually agreed upon by Agency and Chestnut.

1.1.7 A-CRA/ACC Session Feedback

- (a) Upon completion of training, clinicians and clinical supervisors are given an EBTx.org account. For clinicians, this account is used to upload digital session recordings (DSRs) with clients and enter session data; for clinical supervisors, this account is used to upload supervision DSRs and listen to clinicians' sessions to check for rating consistency with the A-CRA expert raters.
- (b) Numeric ratings and narrative feedback is provided to agency clinicians for each DSR uploaded and reviewed by the EBT-CC.

1.1.8 A-CRA/ACC Monitoring

A-CRA/ACC Progress Reports are sent every month to the PI and/or Project Director (or assigned A-CRA/ACC specialist at site). These reports are based on the Agency's progress with A-CRA/ACC in a given program cohort (e.g. by a group of grantees funded at the same time, such as offender re-entry program grantees or all drug treatment courts together) with a column for each grant and the total across the cohort. This insures that PI/Project Director is aware of sites' A-CRA/ACC-related accomplishments and challenges.

- 1.2 Oversight and Approval. Services under this Agreement shall be overseen by Chestnut. Chestnut shall have no authority to enter into any binding agreement or other obligation on behalf of Agency and shall not represent itself as having such authority.
- 1.3 Reporting Requirements. Chestnut agrees to provide Agency with such statistical, financial, and programmatic information as reasonably requested by Agency for the purpose of determining payments, establishing grant formulas, monitoring and evaluating programs, and establishing management information systems related to A-CRA/ACC.

Section 2. Independent Contractor. In the performance of the work, duties and obligations under this Agreement, it is mutually understood and agreed that Chestnut is at all times acting and performing as an independent contractor. As a result of Chestnut's independent contractor status, Agency shall have no responsibility to withhold Federal, state or local taxes or Social Security from Chestnut and Chestnut shall be solely responsible for payment of any such taxes due to the proper taxing authorities. Agency is under no obligation to provide Worker's Compensation, unemployment and other insurance or any other type of employee benefit to Chestnut.

Section 3. Covenant Not to Hire. Both parties agree that at no time during the term of this Agreement or for a period of one (1) year immediately following the termination of this Agreement will either party contact any current employees or former employees of the other party for the purpose of employing, hiring or otherwise interfering with the contractual relationships of such employees without the prior written approval of the other party. The provisions of this Section 3 shall survive termination of this Agreement.

Section 4. Data Agreement. Under the terms of the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule, 45 C.F.R. Parts 160-164, two (or more) organizations sharing data involving full or limited protected health information are required to enter into a data sharing agreement that delineates the terms of their data sharing interactions. Unless an existing Data Sharing Agreement between Agency and Chestnut already exists, Agency agrees to execute a Data Sharing Agreement in substantially the form attached hereto as **Exhibit A.**

Section 5. Compensation and Expenses.

5.1 **Compensation for Services.** Agency shall pay Chestnut a Fixed Fee in the sum of Sixty-Thousand Seven Hundred and Eighty-Six Dollars (\$60,786). If the Agreement is terminated prior to the expiration of the Term, the Fixed Fee amount shall be prorated based on the remaining unused years. Partial years shall not be credited.

5.2 **Billing.** The Fixed Fee amount shall be billed in three equal annual installments of Twenty Thousand Two Hundred Sixty-Two Dollars (\$20,262). Payment shall be due within 30 days of receipt of the billing statement.

5.3 **Additional Services.** Agency has the right to purchase additional services from Chestnut as negotiated by Chestnut and Agency.

Section 6. Term. The term of this Agreement (“Term”) shall commence on the date set forth above and shall continue in effect until the end of the Grant term, which shall be _____ unless a no-cost extension is granted. If a no-cost extension is granted, both parties agree that this Agreement shall be automatically extended for the term of the no-cost extension. The Agreement may also be terminated earlier in accordance with **Section 7** below.

Section 7. Termination.

7.1 **Without Cause.** This Agreement may be terminated without cause by either party by providing the other party with thirty (60) days prior written notice.

7.2 **Effects of Termination.** In the event that either party terminates this Agreement, Agency shall continue to make payments due to Chestnut in accordance with **Section 5.1** and **Section 5.2.**

Section 8. Intellectual Property. Chestnut shall maintain in strict confidence, and shall use and disclose only as authorized by Agency, all information of a competitively sensitive or proprietary nature that it receives in connection with the services performed under this Agreement. Agency shall take reasonable steps to identify for the benefit of Chestnut and its personnel any information of a competitively sensitive or proprietary nature, including by using confidentiality notices in written material where appropriate. These restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by Agency generally without restriction; (3) information independently developed or acquired by Chestnut or its personnel without reliance in any way on other protected information of Agency; or (4) information approved by Agency for the use and disclosure of Chestnut or its personnel without restriction. Notwithstanding the foregoing restrictions, Chestnut and its personnel may use and disclose any information (1) to the extent required by an order of any court or other governmental authority or (2) as necessary for Chestnut to protect its interests in this Agreement,

but in each case only after Agency has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

Section 9. Insurance. Each party shall maintain at all times during the Term of this Agreement, at each party's sole expense, professional and general liability insurance coverage in an amount no less than \$1,000,000 for each occurrence and \$3,000,000 in the aggregate to protect itself and its agents and employees in the event of claims made against it and/or its agents and employees arising out of or in connection with any acts or omissions in the provision of services pursuant to this Agreement. A certificate of insurance will be provided by the other party upon request.

Section 10. Indemnification. Chestnut and Agency (the "Parties") shall indemnify and hold harmless the other Party from and against all claims liabilities, judgments, fines, assessments, penalties, awards, or other expenses, of any kind or nature whatsoever, including without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, relating to or arising out of any violation by either Party and their agents, including subcontractors, or any obligation of the other Party and its agents, including subcontractors.

Section 11. Notice. Any and all notices, demands, requests, and other communications required or permitted to be served or given to either party by the other shall be delivered personally or by United States mail, first class postage, prepaid, certified, or registered mail, return receipt requested, or via overnight mail, or by e-mail to the following address:

To Chestnut: Mark D. Godley
Chestnut Health Systems
448 Wylie Drive
Normal, IL 61761-5405
mgodley@chestnut.org

To Agency: _____

If delivered personally, such notice shall be effective upon delivery. If mailed, such notice shall be effective upon the date indicated on the return receipt. Either party may change its address by giving written notice of the change to the other party in the manner specified above in this Section.

Section 12. Miscellaneous.

12.1 **Assignment.** This Agreement is for the services of Chestnut and may not be assigned by Chestnut without the prior written consent of Agency.

12.2 **Entire Agreement.** This Agreement contains the entire understanding among the Parties and supersedes any and all prior understandings and/or written or oral agreements regarding this matter between Chestnut and Agency.

- 12.3 No Third Party Beneficiaries. This Agreement is not for the benefit of any third party and shall not in any manner whatsoever confer any rights upon or increase the rights if any third party.
- 12.4 Successors. This Agreement shall be binding on the successors or assigns of the Parties without the necessity of restating its terms.
- 12.5 Amendments. This Agreement cannot be modified, extended or amended except by written agreement signed by all the Parties hereto.
- 12.6 Severability. The invalidity of any provision of this Agreement will not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision will be deemed as severable from the other sections or provisions of this Agreement.
- 12.7 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.
- 12.8 Waiver of Breach. Any failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement by any party shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.
- 12.9 Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which will constitute one and the same instrument.
- 12.10 Controlling Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Illinois.

Executed this ____ day of _____, 20__.

CHESTNUT HEALTH SYSTEMS

By: _____
 Alan Sender, Chief Operating Officer

AGENCY

By: _____
