



INTERIM AGREEMENT
by and between
Colonial Behavioral Health and Henderson Inc.
Contract #C250902

THIS INTERIM AGREEMENT is entered into as of the 13th day of April 2026 (“Effective Date”) by and between **COLONIAL BEHAVIORAL HEALTH** hereinafter referred to as “CBH” or “Owner” and **HENDERSON, INC.**, hereinafter referred to as “Henderson” or “Contractor”.

RECITALS

- A. On April 2, 2024, Colonial Behavioral Health adopted “Public-Private Education Facilities and Infrastructure Act of 2002 – Guidelines” (hereinafter referred to as the “PPEA”), establishing procedures for development of public facilities through public-private partnerships (“Implementing procedures”), which procedures satisfy the requirements of the PPEA (as defined below).
- B. On September 22, 2025, Colonial Behavioral Health issued Request for Proposals A250902 (“RFP”) under the PPEA for the design and construction of the Phase 2 – Outpatient and Administrative Facility (as more fully described hereinafter, as the “Project”. CBH issued addenda to the RFP on October 20, 2025, and November 10, 2025.
- C. Four (4) competing proposals were received by CBH for conceptual stage consideration. Pursuant to the Implementing Procedures, CBH subsequently posted notice of its decision to accept four (4) proposals for conceptual stage consideration on CBH’s website and made such conceptual stage proposals available for public inspection.
- D. After reviewing the conceptual stage proposals, on or about January 9, 2026, CBH selected two (2) proposals to advance to the Detailed Phase Proposals in accordance with the Implement Procedures, retaining the right to reject any proposal at any time for any reason.
- E. On or about February 4, 2026, Henderson submitted its Detailed Phase Proposal (the “Detailed Proposal”) to CBH for detailed phase consideration.
- F. Appropriately, during the proposal review process, CBH held a public hearing of the proposals on February 3, 2026, in accord with the PPEA.
- G. After review of the Detailed Proposal, CBH selected Henderson for negotiation of an interim agreement under the PPEA for the Project based upon Henderson’s Conceptual Proposal, its Detailed Proposal and oral presentation, and upon CBH’s evaluations of those proposals and presentation. For the purpose of this agreement, Henderson, Inc., shall be the “Private Entity” as defined in the PPEA.
- H. CBH and Henderson have negotiated this Agreement consistent with the PPEA, other applicable law, the Implementing Procedure, Henderson’s Conceptual Proposal and Detailed Proposal, and discussions between representatives of CBH and Henderson.
- I. Having considered this Agreement and other information, Colonial Behavioral Health has determined that the Project to be designed and potentially constructed pursuant to this Agreement serves the public purpose of the PPEA under the criteria of Va. Code § 56-575.4(C). CBH approved this Agreement on April 13, 2026.



AGREEMENT

NOW, THEREFORE, in consideration of the Recitals set forth above, and for other good and valuable consideration as set forth below, the receipt and sufficiency of which hereby acknowledged, CBH and Henderson (each a “Party” and together the “Parties”) hereby agree as follows:

1. **PURPOSE**

The Purpose of this Interim Agreement (“Agreement”) is to engage Henderson to provide for CBH certain services, reports, plans, and recommendations (collectively, the “Deliverables”) related to the planning, design, and potential construction of the Project. The Deliverables will assist the Owner in evaluating the feasibility, scope, schedule, and cost of the Project and in determining whether to approve the Project and pursue a subsequent comprehensive agreement with the Contractor pursuant to the Public-Private Education Facilities and Infrastructure Act of 2002 (“PPEA”) and the Owner’s applicable PPEA Guidelines.

2. **SCOPE OF SERVICES**

The scope of work under this Agreement includes working collaboratively with the Owner to develop and finalize architectural, engineering, and related professional services necessary for the design and potential construction of the Owner’s outpatient and administrative facility (“Project”), identified as Phase 2 and described in Exhibit A and Exhibit B.

The services to be performed will be completed in stages as authorized by the Owner. Detailed descriptions of the services, tasks, and Deliverables are set forth in Exhibits A through J, which are incorporated into and made part of this Agreement.

- Exhibit A – Stage 1 List of Deliverables (provided by Henderson)
- Exhibit B – Stage 2 List of Deliverables (provided by Henderson)
- Exhibit C – Overall Design/Construction Schedule (provided by Henderson)
- Exhibit D – Stage 1 Deliverable Schedule (provided by Henderson)
- Exhibit E – Schedule of Values – Stage 1 (provided by Henderson)
- Exhibit F – Schedule of Values – Stage 2 (provided by Henderson)
- Exhibit G – Project Budget (provided by Henderson)
- Exhibit H – Project Narrative (provided by Henderson)
- Exhibit I – Key Personnel for Henderson, Inc. Team (provided by Henderson)
- Exhibit J – Key Personnel for Colonial Behavioral Health Team (provided by CBH)

3. **DELIVERABLES, SCHEDULE, REPORTS, AND MEETINGS**

- a. Henderson will use its best efforts to provide CBH with the Deliverables set forth in Exhibit A in a timely fashion.
- b. Henderson and its designees as its project managers for the Project (“Henderson Project Principals”), along with its other principal development team members, consultants, and subcontractors (collectively, “Henderson Project Team”), as appropriate, will participate in regular meetings with all or portions of the group CBH designates as its management team for the Project (the “CBH Management Team”) and its selected consultants. CBH’s Project Manager (or CBH’s Executive Director’s designee), in consultation with the designee of the Henderson Project Principals, will specify the reasonable dates and times for these meetings.



4. **DESGNATED PROJECT PERSONNEL**

- a. **Contractor** – Henderson Project Principals and the members of the Henderson Project Team are all listed in Exhibit I. While this Agreement is in effect, Henderson will cause each of the Henderson Project Principals to devote sufficient time and attention to directing and overseeing Henderson’s performance under this Agreement, ensure participation in all meetings and conferences specified in the Schedule or required under this Agreement by appropriate team members, and to interact with members of the CBH Management Team and CBH’s consultants and representatives for purposes of this Agreement. Henderson may change the composition of the Henderson Project Principals only upon receiving the prior consent of CBH, which will not be unreasonably withheld.
- b. **CBH** – CBH’s Project Manager and the members of the CBH Management Team are all listed on Exhibit J. While this Agreement is in effect, CBH will cause the CBH Management Team to devote sufficient time and attention to directing and overseeing the CBH’s performance under this Agreement, including supplying timely approvals as needed per the Project schedule as amended, ensure participation in all meetings and conferences specified in the Project schedule or required under this Agreement by appropriate team members and to interact with members of the Henderson Project Principals for purposes of this Agreement.

5. **COMPENSATION, REIMBURSEMENTS, PAYMENT AND LIMITATIONS**

- a. **Compensation & Limitations** –
In consideration of the provision of Services by Henderson in Stage 1 and Stage 2 of this Interim Agreement, CBH shall pay to Henderson one million two hundred forty-eight thousand dollars (\$1,248,000.00) (the “Contract Amount”). This payment is subject to adjustment by amendment (“Change Order”) to this Agreement if changes in the Project components, schedule, or other details of Project Design are requested by CBH. There shall be no increase in the Contract Amount without the express prior written authorization by CBH.
- b. **Contractual Disputes** – (a) Contractual claims, whether for money or other relief, shall be submitted to in writing no later than sixty (60) days after final payment; however, written notice of the contractor’s intention to file such a 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. (b) The decision of the Executive Director shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final decision on the claim by the Executive Director by instituting legal action as provided in section 15.a. (c) Under certain circumstances, beyond the control of the contractor or its agent, the Executive may grant relief from the performance of the Agreement or extend the time limit for performance as it is required in the Agreement. Any such extension must be issued in writing and signed by the Executive Director.
- c. **Payments** – The Contractor will submit invoices for payment to Colonial Behavioral Health for Services performed during the preceding month, reflecting progress towards completions of applicable states, milestones, or deliverables as accepted by the Owner, with each invoice being sent to Kyra Cook, Director of Special Projects, with a copy to Kisha Young, General Services Officer. CBH shall have thirty (30) days following receipt of an invoice to review each invoice. No later than the tenth day following receipt of an invoice, CBH shall notify the Contractor whether it approves or rejects the invoice in whole or in part, providing explanation for any portions rejected. CBH shall then pay the approved part of the



invoice within thirty (30) days following its provision of notice to the Contractor. If all or any part of the invoice is rejected, the Contractor shall promptly address the explanation provided by CBH for such action and resubmit the part of the invoice, upon which CBH's review cycle will start again.

6. TERM AND TERMINATION

- a. The term of this Agreement (the "Term") starts upon execution of the Agreement and ends upon successful completion of Deliverables in accordance with the schedule set forth in Exhibit D as may be amended throughout the design phase, unless this Agreement expires or is terminated at an earlier date under provision of this Agreement. The Term may be extended by amendment of this Agreement, and such extensions shall be liberally granted so long as Henderson and CBH are continuing negotiations, and the work contemplated by this Agreement is in progress.
- b. This Agreement shall commence on the Effective Date first written above and will automatically end upon the earliest of: (i) execution of a comprehensive agreement, or another interim agreement, in respect of the Project; (ii) the 5th business day after the date that either Party receives notice from the other Party giving notice does not intend to otherwise pursue the Project with the other Party and elects to end this Agreement; or (iii) The completion of Services as described in this Agreement. If a Party ends this Agreement under clause (ii), immediately above, or the Term expires, all Deliverables then made or in productions, including any work product, plans, projections, design concepts and other items delivered or due to be delivered to CBH on or before the date of termination, or expiration, will become the property of CBH upon delivery, the date of the termination, or the date of expiration of the Term, whichever is earlier; provided that CBH has paid Henderson all sums which are due and payable to Henderson as required by the terms of this Agreement.

7. COMPREHENSIVE AGREEMENT

In its sole discretion, CBH may determine that it is appropriate to attempt to negotiate a form of a comprehensive agreement with Henderson that is acceptable to CBH and Henderson, if CBH so determines. CBH and Henderson will formulate a negotiating and drafting schedule for this task and will endeavor to produce such a Comprehensive Agreement in accordance with the applicable timeline.

8. STANDARD OF CARE

Contractor agrees that that the standard of care for all professional design services performed under this Agreement shall be the care and skill ordinarily used by member of the design profession in the Commonwealth of Virginia performing similar projects. Additionally, Henderson presents and warrants that all persons performing Services under this Agreement shall, is and to the extent legally required, be licensed and in good standing with any applicable regulatory agency for the duration of their work in connection with the Services under this agreement.

9. REPRESENTATIONS AND WARRANTIES.

- a. Colonial Behavioral Health hereby represents and warrants to Henderson as follows:
 - i. CBH is operating under the laws of the Commonwealth of Virginia and has full power, right and authority to execute and perform its obligations under, in accordance with and subject to the terms and conditions of this Agreement.



- ii. Each person executing this Agreement on behalf of CBH is duly authorized to execute each such document on behalf of CBH.
 - iii. Neither the execution and delivery by CBH of this Agreement and any other documents executed concurrently herewith to which CBH is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under or violation of any other agreement or instruments to which it is a party or by which it is bound.
 - iv. There is no action, suit, proceeding, investigation, or litigation pending and served on Colonial Behavioral Health as of the date of this Agreement which challenges CBH authority to execute, deliver or perform, or the validity or enforceability of this Agreement and the other related documents to which CBH is a party, or which challenges the authority of CBH official executing this Agreement or the other related documents, and CBH has disclosed to Henderson any pending and unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which CBH is aware.
 - v. The Contractor represents, acknowledges and agrees that Stage 1 of this Interim Agreement is authorized to proceed; however, issuance of a Notice to Proceed for Stage 2 of the Project is contingent upon the Owner securing additional funding.
- b. Contractor hereby represents and warrants to CBH as follows:
- i. Henderson is a duly incorporated and validly existing Virginia corporation, duly qualified to conduct business in Virginia, and has fully power and authority to bind itself to the terms of this Agreement.
 - ii. Henderson has taken or caused to be taken all requisite action to authorize the execution and delivery of, and the performance of its obligations under this Agreement and the other related documents to which Henderson is a party.
 - iii. Each person executing this Agreement or any other related document on behalf of Henderson has been or will at such be duly authorized to execute each such document on behalf of Henderson.
 - iv. Neither the execution of and delivery by Henderson of this Agreement and the other related documents to which Henderson is a party, nor the consummation of the transactions contemplated hereby or thereby, is in conflict with or will result in a default under a violation of the governing instruments of Henderson or any other agreements or instruments to which it is a party or by which it is bound.
 - v. There is no action, suit, proceedings, investigation or litigation pending and served on Henderson which challenges Henderson's authority to execute, deliver and perform, or the validity or enforceability of this Agreement and the other related documents to which Henderson is a party, or which challenges the authority of Henderson official executing this Agreement or the related documents; and Henderson has disclosed to CBH any pending or unserved or threatened action, suit, proceeding, investigation, or litigation with respect to such matters of which Henderson is aware.
 - vi. Henderson is in material compliance with all laws, regulations and ordinances applicable to Henderson or its activities in connection with this Agreement and the other related documents.



- vii. Henderson is a financially viable and capable entity and fully able to perform its obligations under this Agreement.

10. NO LIABILITY OF OFFICIALS, EMPLOYEES OR AGENTS

No director, officer, official, employee, agent, or representative of Colonial Behavioral Health is, or will be, personally liable to Henderson Inc., Henderson Project Principals, or the Henderson Project Team, or any successor in interest of any of them, as a consequence of any default or breach of by CBH for any sum that may become due to Henderson, any of the Henderson Project Team or and of the Henderson Project Principals, or any successor in interest of any of them, or on any obligation incurred under this Agreement.

No officer, official, employee, agent, or representative of Henderson Inc., any of the Henderson Project Principals, or any of the Henderson Project Team, will be personally liable to Colonial Behavioral Health, or any successor in interest, as a consequence of any default or breach by Henderson, any of the Henderson Project Principals, or any of the Henderson Project Team for any amount which may be due to CBH or any successor in interest, or on any obligation incurred under this Agreement.

11. INSURANCE

- a. The Contractor at its own expense and not as a compensable cost, must carry the following insurance coverage: commercial general liability; automobile liability insurance; professional liability/errors and omission insurance; worker’s compensation insurance; automobile liability insurance; and umbrella/excess liability insurance.

The Contractor shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. 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.

- i. Commercial General Liability Insurance – The commercial general liability policy must include coverage for premises and operations, independent contractors, personal injury, product and completed operations, explosion, collapse and underground, and broad form contractual liability of limits of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate applicable on a per project basis.
- ii. Automobile Liability Insurance – The automobile liability insurance must be a combined single limit policy for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- iii. Professional Liability/Errors and Omission Insurance – The professional liability/errors and omission policy must cover liability due to errors or omissions in the performance of Services and production of the Deliverables under this Agreement, including the job functions of Henderson employee or contractor performing Services under this Agreement, with limits of not less than two million dollars (\$2,000,000) per claim.
- iv. Completed Operation Coverage – The Contractor shall maintain coverage or an extended reporting period for at least three (3) years after completion of the Deliverables pursuant to this agreement.



- v. Worker's Compensation Coverage – The Contractor will maintain worker's compensation coverage to protect from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
 - vi. Umbrella/ Excess Liability Insurance – The umbrella/ excess liability policy must be for a minimum single limit of fifteen million dollars (\$15,000,000) for supplementing the commercial general liability policy, Workers' Compensation and automobile liability policy.
- b. With all policies listed above, the insurer or agent of the insurer must issue a certificate of insurance and applicable endorsements and shall name Colonial Behavioral Health as an additional insured. Such endorsement(s) shall provide that Contractor's insurer shall provide thirty (30) days' advance written notice to Owner of the cancellation or non-renewal of Contractor's coverage.
 - c. Minimum Requirements – The required insurance coverages specified in this provision are minimum insurance coverages and coverage amounts, and those specifications are only for the purposes of this Agreement. CBH has not assessed the risk to which the Contractor may be exposed, or the liability the Contractor may incur, in connection with this Agreement, nor has CBH presented in any fashion that such coverages or coverage amounts are prudent or otherwise sufficient to protect the Contractor's interests.

12. **DEFAULT, REMEDIES, LIMITATIONS**

- a. Default – If a Party Fails to perform any of its obligations under this Agreement (a "Default"), the other Party is entitled to give notice of to the defaulting Party, which must specify the Default and demand of Performance. The defaulting Party must cure the Default within ten (10) calendar days after it receives the notice of Default.
- b. Remedies – If the defaulting Party does not cure the Default within that 10-day period, the non-defaulting Party will be entitled to (i) terminate this Agreement immediately by giving notice of termination to the defaulting Party and (ii) pursue all other available remedies at law, or in equity, subject to the pre-conditions and limitations specified in this Agreement.
- c. Limitations – Notwithstanding anything in this Agreement, neither CBH nor Henderson will be liable to the other Party for any punitive, indirect, or consequential damages arising in connection with this Agreement (including lost profits, opportunity cost, or any other damages).

13. **CHANGES IN THE WORK**

Consistent with the Services Henderson has agreed to provide as set forth in this Agreement, Henderson will address comments received from CBH by redesign, at no additional cost to CBH unless such redesign is excessive based upon the stage of the Project. If CBH by a written order make changes to the Scope of Services that causes an increase or decrease in the cost of, or the time required for, the performance, then an equitable adjustment shall be made in the price and/or the delivery schedule. In the event the Parties are unable to agree on the equitable adjustment to the price or delivery schedule, or both, then Henderson shall proceed with the change order, but Henderson shall be entitled to make a claim for additional compensation or additional time, or both in accordance with the provisions of set forth in Section 17.e of this Agreement.

14. **OWNERSHIP OF PLANS**



- a. Upon payment of fees due to Henderson for Scope of Services that have been performed under this Agreement, all drawings, specifications and other documents and data furnished by Henderson to CBH under this Agreement (collectively, the “Work Product”) are deemed to be instruments of service, in which Henderson hereby agrees to transfer and assign to CBH all right, title, and interest, including but not limited to all copyrights, and further to obtain similar transfer and assignments to CBH from all Henderson’s consultants who produce such Work Product for the Project. This irrevocable transfer and assignment includes but is not limited to Work Product in paper and electronic forms, and all Work Product for the Project that have been or will be prepared or created by or on behalf of Henderson for the Project, and including all rights in and to the copyright throughout the world and any renewals or extensions thereof, as well as any and all derivations, modifications, changes, translation, revisions, elaborations, adaptations or transformations of the Work Product. This provision shall not relieve Henderson from, or modify Henderson’s sole responsibility for, any and all liability for all of its work under the Agreement. It is understood and agreed that all Work Product prepared by or on behalf of Henderson for this Project will be applicable only in respect to the Project. The Work Product is not intended or represented to be suitable for use or reuse by CBH or others for a material extension of the Project or on any other project. CBH has the right, itself or by and through other design professionals, to modify the Work Product prepared by Henderson for use in connection with the Project or for any other use whatsoever. Any such modification of the Work Product shall relieve Henderson and its design professional consultants for the responsibilities under the standard of care for the modified structures, or structures affected by such modifications. Henderson shall ensure that its consultants agree in writing to the transfer and assignment of all ownership rights in the Work Product produced by the consultants for Henderson that Henderson has agreed to provide CBH in this Agreement.

- b. CBH acknowledges that Henderson or its consultants may have developed materials prior to entering into this Agreement, and may own other patent, trade secret and proprietary rights in techniques and concepts that were not conceived or first produced by Henderson in connection with this Project (collectively, “Contractor Intellectual Property”). Contractor Intellectual Property is proprietary to Henderson and shall remain Henderson’s exclusive property. The entire body of Scope of Services deliverables shall not be designated ‘confidential’ and Henderson must reasonably differentiate between the proprietary and non-proprietary information contained therein. Upon timely receipt of a request that designated portions of the deliverables shall be protected from disclosure as confidential and proprietary, CBH shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial information of Henderson and permitted under the Virginia Freedom of Information Act. CBH will send the private entity a written determination of the nature and scope of the protection. Henderson hereby grants to CBH a perpetual, royalty-free, paid-up, irrevocable, non-exclusive, transferable, sub-licensable license to Contractor’s Intellectual Property to the extent it is incorporated in any Work Product delivered to CBH by Henderson hereunder, but such license shall be limited solely to use in the construction of the Project as described in this Agreement. Submission or distribution of any Work Product to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of Henderson and its consultants.

- c. Henderson shall not disclose or release, without CBH prior written consent, any data, documents, records, and other information, whether in electronic or tangible format, related to this Agreement to anyone who is not a party to this Agreement except (i) to a CBH approved subcontractor on this Agreement; (ii) to a federal or state government department or agency, when required under federal or state law or regulation; or (iii) when expressly required by a court or administrative order. If Henderson discloses or releases any data, documents, records, and other information, whether in electronic or tangible format,



related to this Agreement to a federal or state government department or agency, or as required by a court or administrative order, it shall promptly notify CBH prior to doing so in order to provide CBH with an opportunity, but not the obligation, to object or intervene in the matter.

15. NOTICES

To be effective, each notice, consent, approval, waiver, or similar communication or action required or permitted to be given under this Agreement (a “Notice”) must be in writing and must be delivered whether by private messenger service (including a nationally recognized overnight courier), or by USPS mail, addressed as provided in this provision or delivered via email with delivery confirmation. Each notice will be considered given on the date actually received, unless delivery is evaded, in which case, the date delivery is attempted will be considered the date the Notice is received. Each address set forth in this provision will continue in effect for all purposes under this Agreement unless a Party replaces its address information by appropriate new information by a Notice to the other Parties in compliance with this provision:

To Colonial Behavioral Health:

Kyra Cook
Director of Special Projects
473 McLaws Circle
Williamsburg, VA 23185
Tel: 757-585-5885
Email: kcook@colonialbh.org

To Henderson Inc.

Brandon Mason, DBIA
Preconstruction Manager/ Project Manager
5806 Mooretown Road
Williamsburg, VA 23188
Tel: 757-298-1691
Email: bmason@hendersoninc.com

16. VARIOUS CONTRACT MATTERS

- a. Governing Law, Binding Contract, Waiver – This Agreement is governed by the laws of the Commonwealth of Virginia without giving effect to its choice of law principles. This Agreement is binding upon, and insures to, the benefit of each of the Parties and their respective permitted legal successors and permitted assigns. The failure of a Party to demand strict performance of any provision, or to exercise any right conferred, under this Agreement is not, and is not to be construed as, a waiver or replenishment of that Party’s right to assert or rely on that provision or right in the future. Either Party, however, may elect to waive any right or benefit to which it is entitled under this Agreement.

Any legal action, equitable cause, or other judicial proceeding with respect to the agreement must be brought in the courts of the Commonwealth of Virginia in Williamsburg-James City County, and in no other courts. By signing this Agreement, each Party accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of this court.



- b. No Third-Party Beneficiary or Other Similar Rights – There are no third-party beneficiaries to this Agreement. Accordingly, no third-party is entitled to make any claim under this Agreement for failure to perform or other breach of under this Agreement. Only the Parties (and their respective permitted successors and permitted assigns) are entitled to rely upon the provisions of this Agreement.
- c. Compliance with Laws – Henderson must comply, and must cause the Henderson Project Team, and Henderson’s agents and subcontractors to comply with all federal, state, and local laws, rules, regulations, ordinances applicable to the performance of its obligations under this Agreement.
- d. Prior Agreements and Discussions – Any agreements (whether in writing or oral) between CBH and Henderson existing before and contemporaneously with this Agreement relating to the Project (or any prior versions of the Project) are superseded by this Agreement. All prior discussions and negotiations as to the Project (or any prior versions of this Project) are merged into this Agreement. The submission of any executed copy of this Agreement does not constitute an offer to be legally bound by the provisions of the document submitted; and no Party will be bound by this Agreement until it is approved, executed, and delivered on behalf of both Parties.
- e. Assignment – Henderson is not entitled to assign its rights, no delegate its duties, under this Agreement without the prior consent of CBH, which consent CBH may withhold in its sole discretion.
- f. Entire Agreement, Amendment, Counterparts – This Agreement constitutes the entire agreement of the Parties as to the Project. This may only be amended or modified by a writing signed on behalf of each of the Parties. This Agreement may be signed by in any number of counterparts and, so long as each Party signed at least one counterpart, each signed counterpart evidences an original Agreement, but all signed counterparts together constitute but one Agreement.
- g. Rules of Usage and Interpretation – The captions in this Agreement are for convenience only and are not to be used in its interpretation. This Agreement shall not be construed against one Party, or the other Party, on the basis that its counsel drafted it or participated in its drafting. The words “include”, in “including” or words to similar purport are not to be construed to be words of limitation. References to a Party means and includes that Party and its permitted successors and permitted assigns.

17. **GENERAL TERMS AND CONDITIONS**

- a. Applicable Laws and Courts – This contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect there to shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.
- b. Ethics In Public Contracting – By signing this contract the Contractor certifies that their contract is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with their contract, and that they have 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.
- c. Compliance – By signing this contract, the Contractor certifies that it is and will remain in full compliance with:
The Federal Civil Rights Act of 1964, as amended.



The Federal Immigration Reform and Control Act of 1986.

The Virginia Fair Employment Act of 1975, as amended, where applicable.

The Virginia Conflict of Interest Act.

The Virginians with Disabilities Act.

The Americans with Disabilities Act.

Section 2.2-4311 (Employment Discrimination Act) of the Virginia Public Procurement Act.

Sections 2.2-4367 through 2.2-4377 (Ethics in Public Contracting) of the Virginia Public Act

Section 2.2-4354 (Payment to Subcontractor) of the Virginia Public Procurement Act.

The Antitrust laws of the United States and the Commonwealth of Virginia.

- d. Employment Discrimination by Contractors Prohibited – Every Contract of over \$10,000 shall include the following provisions:
- i. During the performance of this contract, the Contractor agrees as follows:
 - a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, 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.
 - b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.
 - c) Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.
 - ii. The Contractor will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.
- e. Debarment Status – By signing this Agreement, the Contractor certifies that they are not currently debarred from submitting proposals on contracts by the Commonwealth of Virginia, the Federal Government, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by the Commonwealth of Virginia or the Federal Government.
- f. Antitrust – By entering this Agreement, the Contractor conveys, sells, assigns, and transfers to Colonial Behavioral Health all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relation to the particular services purchased or acquired by Colonial Behavioral Health under said contract.
- g. Confidentiality – The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to CBH. Therefore, except as required by law, the Contractor agrees that its employees will not:
- i. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.



- ii. Access or attempt to access information beyond their stated authorization.
- iii. Disclose to any other person or allow any other person access to any information related to CBH or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, “loaning” computer access codes and/or another transmission or sharing of data.

The Contractor understands that CBH, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that CBH may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the General Services Officer’s written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by CBH as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material.

h. HIPAA Compliance – Contractor warrants as follows:

That the Contractor will, in all respects, comply with requirements of the Health Insurance Portability and Accountability Act of 1996, and any subsequent revisions or amendments to this legislation in all aspects of its operations in connection with this contract.

That all products and services provided under this contract will, in all respects, comply with requirements of the Health Insurance Portability and Accountability Act of 1996, and any subsequent revisions or amendments to this legislation.

That any modifications or actions on the part of CBH that are required to comply with the requirements of this section will be fully disclosed to CBH in writing, and will not require additional operating procedures, interventions, or cost to Colonial Behavioral Health, now or in the future.

- i. Precedence of Terms – Paragraphs A-G of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and the Special Terms and Conditions in this contract, the Special Terms and Conditions shall apply.
- j. Taxes – Sales to the Community Services Board are normally exempt from State sales tax. State sales and use tax certificates of exemption will be issued upon request. Deliveries against this contract shall be free of Federal Excise and Transportation taxes.
- k. Records and Inspections – The Contractor shall maintain full and accurate records with respect to all services provided under this Agreement. Colonial Behavioral Health shall have free access at all proper times to such records and shall have the right to examine and to make transcripts therefrom, and to inspect all program data, documents, proceedings, and activities.
- l. Colonial Behavioral Health Not Obligated to Third Parties – Colonial Behavioral Health shall not be obligated or liable hereunder to any party other than the Contractor. Employees and agents of the Contractor shall not be deemed employees or agents of Colonial Behavioral Health for any purpose, and all compensation



for such employees and agents (including workers compensation insurance coverage) shall be provided by the Contractor.

- m. Criminal Background Checks – The Contractor shall submit the names, social security numbers, and other information of its employees when requested. This information will only be used by CBH to obtain nationwide criminal background checks when CBH, in its sole discretion, determines it necessary for reasons of security or confidentiality. These background checks, when requested, will be performed at CBH's expense.

18. SPECIAL TERMS AND CONDITIONS

- a. Work Site Damages – Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Colonial Behavioral Health's satisfaction at the Contractor's expense.
- b. Safety – All Contractors and subcontractors performing services for CBH are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and CBH Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.
- c. Drug Free Workplace – The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees, and/or agents performing services on Colonial Behavioral Health property are prohibited:
 - i. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - ii. Any impairment or0 incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by Colonial Behavioral Health in addition to any criminal penalties that may result from such contract.

- d. Extra Charges Not Allowed – The proposed price shall be for complete installation ready for Colonial Behavioral Health's use and shall include all applicable freight and installation charges; extra charges will not be allowed.
- e. Indemnification – The Contractor agrees to indemnify, defend and hold harmless Colonial Behavioral Health, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use materials, goods, or equipment in the manner already permanently described by the Contractor on the materials, goods or equipment delivered.
- f. Faith Based Organizations – Colonial Behavioral Health does not discriminate against faith-based organizations.



- g. Non-Exclusive Contract – Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. Any resulting contract shall not restrict Colonial Behavioral Health from acquiring similar, equal or like goods and or services from other sources.
- h. Non-Exclusive License-Ownership And Use Of Documents – The Contractor permanently and irrevocably assigns to CBH a royalty-free, nonexclusive, non-transferrable license for all documents and intellectual property, as well as all derivative works thereof, including but not limited to plans, specifications, designs, tracings, drawings, estimates, field notes, investigations, design analysis, reports, studies and derivative works thereof, in any media now know or hereinafter discovered, which are prepared in the performance of the Contract by the Contractor and its sub-Contractors; such may be used, reproduced, distributed, and displayed by Colonial Behavioral Health, at its discretion. The license and all rights, which inure to Colonial Behavioral Health shall survive the termination or disengagement of services of the Contractor or its sub-Contractors, or both, from the work, whether such termination or disengagement is involuntary or otherwise determined.

By signing this Agreement with an original signature, and returning the signed document, you agree that original signatures transmitted and received via facsimile, email, or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of enough quality to be legible either electronically or when printed as hardcopy. CBH shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Witness the following duly authorized signatures and seals.

Colonial Behavioral Health

Date: 04/21/2026

By: *David A. Coe*
David A. Coe, Executive Director

Henderson Inc.

Date: _____

By: *Leslie H Murphy*
Leslie H Murphy (Apr 21, 2026 14:28:31 EDT)
Leslie H. Murphy, President