

## MEMORANDUM OF AGREEMENT

- I. **PARTIES TO THE AGREEMENT:** This agreement entered into by the Chesterfield Juvenile Detention Home, hereinafter called the "JDC," and the Virginia Department of Juvenile Justice, hereinafter called "DJJ".
- II. **PERIOD OF AGREEMENT:** From the start date of July 1, 2023 through June 30, 2025 and renewable in accordance with Section X, Subsection J.
- III. **PURPOSE:** The purpose of this agreement is to establish the contractual relationship under which the JDC shall provide a juvenile correctional center alternative program for juveniles committed to DJJ and placed in the program by DJJ.
- IV. **SCOPE OF SERVICES:** The JDC shall provide the program and services to DJJ as set forth in the DJJ Community Placement Program (CPP) Statement of Needs (dated January 27, 2023), the proposal (dated March 15, 2023), and the subsequent response (dated April 21, 2023), each of which are hereby incorporated by reference. To the extent that any provisions of the proposal conflict with the Statement of Needs, the terms of the proposal shall control.
- V. **SPECIFIC REQUIREMENTS:** The JDC shall conform to the Specific Requirements contained in the Statement of Needs and shall develop and maintain a program manual that reflect the components of their respective program.
- VI. **QUALITY ASSURANCE REQUIREMENTS:** As part of DJJ's quality assurance planning, CPPs hereby agree to collaborate with the Quality Assurance (QA) Unit for the purpose of program improvement. This may include, at a minimum, active participation in Continuous Quality Improvement (CQI) planning, program monitoring, data tracking, performance evaluation, observation of treatment services, staff coaching, and technical assistance. Ongoing assessment of the individual QA/CQI plan and its measures will be completed in collaboration with QA staff, which will be used to make data driven decisions for future CPP needs.
- VII. **PRICING AND PAYMENT TERMS:**
  - A. **Pricing:** DJJ shall pay an all-inclusive rate to the JDC of \$350.00 per bed, per day for a block of six (6) beds, totaling \$766,500.00 annually for the period of this agreement. The JDC has agreed to provide up to two (2) additional beds for which DJJ shall pay the JDC the aforementioned rate on a reimbursement basis.
  - B. **Method of Payment:**
    1. Payments will be pre-paid on a quarterly basis for the guaranteed number of beds that the JDC has committed to provide under this agreement. All invoices for block payment shall be rendered no later than the 10<sup>th</sup> day of the month preceding each quarter. Invoices shall be submitted to DJJ's Division of Residential Services. Invoices may be emailed to the CAP Unit Manager, with a copy sent to the Office Services Specialist. Alternatively, invoices may be mailed to the following address:

Attn: CAP Unit Manager  
Virginia Department of Juvenile Justice  
1601 Old Bon Air Rd.  
North Chesterfield, VA 23235
    2. Payments for the use of any additional beds provided by the JDC will be made on a reimbursement basis upon receipt of an invoice by the 10<sup>th</sup> day of the following month.
    3. Any additional costs shall be pre-approved and billed individually by the 10<sup>th</sup> day of the following month.

- C. **Pricing for Intake and Method of Payment:** DJJ shall pay \$200.00 per day, per resident in the intake phase of commitment. Payments will be made per youth placed. All invoices shall be submitted to DJJ on a monthly basis.
- D. At a minimum, all of the following information shall be annotated on all invoices:
  - 1. Federal Tax Identification Number (FIN)
  - 2. Address, telephone number, and point of contact
  - 3. Dates of services
- E. **Prompt Payment:** In accordance with the Virginia Public Procurement Act, Article 4 Prompt Payment (Va. Code § 2.2-4347 et seq.), invoices shall be payable within thirty (30) days following receipt of the invoice. The Contractor shall notify the Fiscal Officer of DJJ of all invoices that remain unpaid after 30 days.

VIII. **CONFIDENTIALITY:**

- A. **General Requirement:** The JDC and DJJ agree to adhere to all federal and state laws and regulations regarding confidentiality of juvenile information.
- B. **Confidentiality Agreement:** Each JDC representative providing services under this agreement shall sign and return to the designated contact person a Confidentiality Agreement (see Attachment A).
- C. **Storage:** The JDC shall maintain any records that indicate the identity of juveniles receiving services in paper form, in a locked file cabinet at all times. Individuals with access to the locked file cabinet shall sign the attached Confidentiality Agreement.

- IX. **PRISON RAPE ELIMINATION ACT (PREA):** The JDC will comply with the Prison Rape Elimination Act of 2003 ("PREA," 42 U.S.C. § 15601 et seq.) and with all applicable PREA Standards, DJJ procedures related to PREA and DJJ requirements related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within facilities, programs, and offices whether owned, operated, or contracted with DJJ. The JDC acknowledges that in addition to "self-monitoring requirements," DJJ will conduct announced or unannounced compliance monitoring, to include "onsite" monitoring. Failure to comply with PREA, including PREA Standards and DJJ procedures may result in termination of the agreement.

X. **TERMS AND CONDITIONS:**

- A. **Audit:** The JDC shall retain all books, records, and other documentation relating to this agreement or the provision of services pursuant to this agreement for a period of five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The DJJ, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during this period.
- B. **Expenditure Reports:** The JDC shall complete and submit a CPP mid fiscal year expenditure report, as well as an annual expenditure report at the end of each fiscal year to DJJ.
- C. **Applicable Laws and Courts:** This agreement 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 courts of the Commonwealth. The JDC shall comply with all applicable federal, state, and local laws, rules, and regulations.
- D. **Availability of Funds:** It is understood and agreed between the parties herein that both parties shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

- E. **Cancellation of Agreement:** The parties may terminate this agreement, in part or in whole, without penalty, upon 60 days written notice. Any cancellation notice shall not relieve the JDC of the obligation to deliver and perform on all outstanding orders issued prior to the effective date of cancellation, nor relieve DJJ from paying for services rendered prior to the date of cancellation.
- F. **Changes to the Agreement:** This agreement will be reviewed on an annual basis to determine whether modifications may be necessary. The parties may agree in writing to modify the terms of the agreement. An increase or decrease in the price of the agreement resulting from such modification may be agreed to by the Director of DJJ and the JDC as part of a written agreement to modify the scope of the agreement.
- G. **Default:** Failure to deliver services in accordance with the agreement's terms and conditions shall be cause for DJJ, after due oral or written notice and pursuant to the Virginia Public Procurement Act, to procure services from other sources and hold the JDC responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which may be available to DJJ.
- H. **Drug-Free Workplace:** The JDC acknowledges and certifies that it understands that the following acts by the JDC, its employees, and/or agents performing services under this agreement are prohibited:
  - 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
  - 2. Any impairment or incapacitation from the use of alcohol or other drugs except the use of drugs for legitimate medical purposes.

The JDC further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of this agreement and may result in default action being taken by the Commonwealth, in addition to any criminal penalties that may result from such conduct.

- I. **Background Investigations:** The JDC will adopt the background investigation check certified by DJJ, in accordance with statutory requirements. The JDC shall conduct background investigation checks on any staff who will work directly with juveniles under this agreement and verify that such investigations have been completed. Background investigation checks shall be maintained in the employee's file and are subject to review by DJJ to confirm that the required background investigations have been completed. No juvenile shall be supervised by individuals with a pending or founded child protective services complaint or a conviction of any violent felony or sex offense.
- J. **Renewal of Agreement:** At the end of the initial term, this agreement may be renewed on an annual basis by written agreement of both parties. The maximum term of the agreement, with all renewals, shall not exceed five years. Any changes in the terms of the agreement and the pricing will be negotiated at the time of renewal and included in the renewal document signed by the parties.
- K. **Subcontracts:** No portion of the work shall be contracted without prior written consent of DJJ. Should the JDC desire to subcontract any part of the work specified herein, the JDC shall furnish DJJ with the names, qualifications, and experience of their proposed subcontractor(s). The JDC shall, however, remain fully liable and responsible for the work to be completed by its subcontractor(s) and shall assure compliance with all requirements of the contract.

**Chesterfield Juvenile Detention Home**

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Signature

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Full Name and Title

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Date

**Director, Dept. of Juvenile Justice**

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Signature

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Full Name

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Date

**Virginia Department of Juvenile Justice  
Confidentiality Agreement**

I \_\_\_\_\_ (Receiving Party) hereby enter into this Confidentiality Agreement with the Virginia Department of Juvenile Justice (Department) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. I understand that I may learn or have access to Confidential Information and agree to protect Confidential Information against unauthorized access or disclosure.

1. **Definition of Confidential Information.** For the purpose of the Confidentiality Agreement, Confidential Information shall include but is not limited to the offense, social, medical, psychiatric, and psychological reports and records of individuals, whether identifiable or non-identifiable, who are or have been (i) before the court, (ii) under supervision, or (iii) receiving services from a Court Service Unit or who are or have been committed to the Department. (See § 16.1-300 of the *Code of Virginia*.)
2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is:
  - a. Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; or
  - b. Learned by the Receiving Party through legitimate means other than from the Department or the Department's representatives.
3. **Obligations of Receiving Party.** Receiving Party shall:
  - a. Adhere to all federal and state laws and regulations regarding confidentiality of juvenile offender information;
  - b. Not use the information for any purpose beyond the program;
  - c. Hold and maintain the Confidential Information in strictest confidence;
  - d. Agree to have any employee, student, or other individual associated with this project that has or potentially could have access to the data sign a confidentiality agreement;
  - e. Agree to store all data on a password-protected computer or in a secure location (e.g., locked file cabinet or drawer);
  - f. Agree to destroy or return to the Department all Confidential Information or data within ten days of any request by the Department;
  - g. Agree not to publish, copy, or otherwise disclose to others, or permit the use by others any Confidential Information;
  - h. Agree to refer any person requesting access to Confidential Information to the Department;
  - i. Agree not to publish, disclose, or associate the Department's name with any publications arising from information received from the Department without the express written permission of the Director of the Department; and
  - j. Agree that any publication, presentation, or disclosure of information received from the Department will present the results or findings in aggregate form.
4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of the Confidentiality Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information is destroyed.

This Confidentiality Agreement and the Receiving Party's obligations shall be binding on the representatives, assigns, and successors for the Receiving Party.

Name Printed: \_\_\_\_\_

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

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