

INTRODUCED: March 27, 2017

AN ORDINANCE No. 2017-076

To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Memorandum of Agreement between the City of Richmond and the Virginia Department of Juvenile Justice for the purpose of enabling the City’s Department of Justice Services to provide intake evaluations for direct care to juvenile offenders committed to the Virginia Department of Juvenile Justice.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: APR 10 2017 AT 6 P.M.

§ 1. That the Chief Administrative Officer, for and on behalf of the City of Richmond, be and is hereby authorized to execute a Memorandum of Agreement between the City of Richmond and the Virginia Department of Juvenile Justice for the purpose of enabling the City’s Department of Justice Services to provide intake evaluations for direct care to juvenile offenders committed to the Virginia Department of Juvenile Justice. The Memorandum of Agreement shall be approved as to form by the City Attorney and shall be substantially in the form of the document attached to this ordinance.

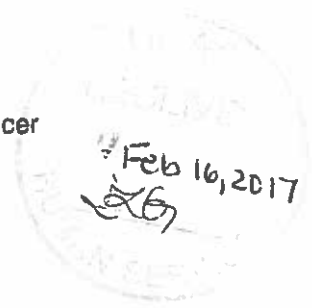
§ 2. This ordinance shall be in force and effect upon adoption.

AYES: 8 NOES: 0 ABSTAIN: _____

ADOPTED: APR 10 2017 REJECTED: _____ STRICKEN: _____



Office of the
Chief Administrative Officer
CITY OF RICHMOND
INTRACITY CORRESPONDENCE



O&R REQUEST

DATE: February 16, 2017

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: Selena Cuffee-Glenn, Chief Administrative Officer

THROUGH: Lenora Reid, Deputy Chief Administrative Officer/Chief Financial Officer

THROUGH: Jay A. Brown, Director of Budget & Strategic Planning

THROUGH: Debbie P. Jackson, Interim Deputy Chief Administrative Officer, Human Services

FROM: Rufus Fleming, Director of the Department of Justice Services

RE: Memorandum of Agreement by and between the Virginia Department of Juvenile Justice and the City of Richmond Department of Justice Services

EDITION: 1
RECEIVED
FEB 17 2017

Budget & Strategic Planning

ORD. OR RES. No. _____

PURPOSE: To authorize the Chief Administrative Officer to execute a Memorandum of Agreement between the Virginia Department of Juvenile Justice (DJJ) and the City of Richmond, Department of Justice Services, Richmond Juvenile Detention Center (RJDC). It is anticipated that \$50,000 will be collected during FY17. The funds will be accepted and appropriated to the Department of Justice Services FY17 Special Fund Budget. The funds shall be utilized to provide basic services, room and board, education and basic medical needs.

REASON: To assist the Virginia Department of Juvenile Justice with their intake process for juvenile offenders committed to the DJJ at a cost of \$155.00 per day per diem for each intake placement. The RJDC has committed to juvenile justice reform by designating the facility as an intake site for DJJ at a cost of \$155 per day.

RECOMMENDATION: The City's Administration recommends approval of this Memorandum of Agreement between the City of Richmond, Department of Justice Services, Richmond Juvenile Detention Center and the Virginia Department of Juvenile Justice.

RECEIVED

MAR 15 2017

OFFICE OF CITY ATTORNEY

BACKGROUND: After the closure of some Juvenile Correctional Centers (JCC) within the Virginia Department of Juvenile Justice, the Richmond Juvenile Detention Center (RJDC) was asked to serve as an intake site for DJJ to conduct intake evaluations for juvenile offenders committed to DJJ. The intake process includes interviews, orientation, assessments and testing to be completed by DJJ staff. After completion of this three-week intake process, residents are then transported to their designated facility of placement.

FISCAL IMPACT / COST: These funds will increase the FY17 Special Fund Budget and will not require a local match.

FISCAL IMPLICATIONS: None

BUDGET AMENDMENT NECESSARY: To amend the FY17 Special Fund Budget Ordinance No. 2016-048.

REVENUE TO CITY: The Department of Justice Services, Richmond Juvenile Detention Center will receive \$155.00 per day for each intake placement from the Virginia Department of Juvenile Justice.

DESIRED EFFECTIVE DATE: Upon approval

REQUESTED INTRODUCTION DATE: March 27, 2017

CITY COUNCIL PUBLIC HEARING DATE: April 10, 2017

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: Public Safety Standing Committee

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

AFFECTED AGENCIES: Department of Budget, Department of Finance & Department of Justice Services

RELATIONSHIP TO EXISTING ORD. OR RES.: To amend FY17 Special Fund Budget Ordinance No. 2016-048.

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Memorandum of Agreement between the City of Richmond and the Virginia Department of Juvenile Justice.

STAFF: Rodney J. Baskerville, Superintendent
Richmond Juvenile Detention Center
804-646-3456

MEMORANDUM OF AGREEMENT

- I. **PARTIES TO THE AGREEMENT:** This agreement entered into by City Of Richmond for the Richmond Juvenile Detention Center, hereinafter called the "RJDC" and the Virginia Department of Juvenile Justice (DJJ) hereinafter called the "DJJ".
- II. **PERIOD OF AGREEMENT:** From September 1, 2016 through June 30, 2017 and renewable in accordance with Section VIII.
- III. **PURPOSE:** The purpose of this agreement is to describe the contractual relationship under which the RJDC is to provide intake evaluations for direct care juvenile offenders.
- IV. **SCOPE OF SERVICES:** The RJDC and DJJ will be responsible for the intake process and services as defined in this MOA.
 - A. The Central Admission and Placement Unit (CAP) at DJJ will:
 - Identify possible residents who can remain in RJDC and participate in the intake and assessment phase upon receipt and review of commitment packet.
 - Email RJDC to assess viability
 - Email CSU to solicit involvement with the plan
 - Email commitment packet to RJDC to include vulnerability data
 - Coordinate the preparation of the psychological evaluation and communicate to RJDC who will be coming on site to conduct the psychological
 - Determine the intake admission date at which time the intake assessment and the intake per diem will begin
 - Mail intake letter to family and CSU to advise intake assessment will be done at the RJDC, to include information on staffing date. RJDC's visitation will be delineated with contact information to the RJDC.
 - Notify Parole Officer within 24 hours of intake admission date that resident is staying at RJDC for intake assessment
 - Notify family within 24 hours resident is staying at the RJDC for intake assessment at the RJDC
 - Complete required DJJ intake forms and provide to the RJDC pertinent data, the confidential intake alert form, face sheet, SIB alert form, enemies, partners, siblings, co-defendants. Initial visitor approval list will be done in BADGE.
 - Complete custody classification, offense history data form
 - Review the Youth Assessment and Screening Instrument (YASI) to identify any discrepancies found within the commitment packet
 - Request additional information from the CSU if not inclusive in commitment packet (especially mental health information-discharge summaries, supportive documentation if diagnosis listed)
 - Retrieve any educational information from commitment packet through DJJ's Division of Education and forward to the RJDC. .
 - Conduct structured interviews focusing on behavior analysis using DJJ's worksheets to determine where they are in the stages of change and focus them on becoming ready to engage in treatment
 - Completion of SASSI
 - Complete the social history juvenile profile form

MEMORANDUM OF AGREEMENT

- Schedule the staffing date within 21 days of intake admission to assist with planning; however, the goal is to connect resident to treatment as quickly as possible. The CAP counselor will expedite the date of staffing when the psychological is completed and coordinating availability with family and PO.
- Confirm staffing date with family, PO and JDC and encourage participation.
- Facilitate obtaining a birth certificate as necessary in collaboration with JDC staff to submit an application for the birth certificate during the intake assessment phase.
- Collaborate with BSU and JDC staff to develop the Comprehensive Reentry Case Plan (CRCP) goals and objectives with action steps
- Convene and facilitate the staffing in person
- BSU will provide interpretation of psychological and communication of treatment needs
- Convey the findings and recommendations for treatment and final Length of Stay (LOS) to the resident, family, CSU and JDC and document on the case conference form
- Obtain signatures on the CRCP
- Convene the MHSTP when applicable
- Follow the DJJ case management process to obtain the final approval for placement and convey interim decision to transfer into a CPP or JCC immediately pending final approval.
- Notify PO and family of staffing decision and mails letter and the CRCP.

B. The JDC will:

- Meet with resident to explain the resident will remain at the JDC for the intake assessment process in lieu of being transported to the JCC.
- Provide the resident an explanation of intake process, program schedules and services
- Facilitate intake phone call for the resident with parent or guardian
- Upload photo of resident into BADGE or forward photo to CAP case manager
- Coordinate physical exam within 7 days and dental exam within 7 days. Dental exam only needs to be done if doctor deems necessary. Forward complete medical juvenile profile documents upon completion.
- Obtain immunizations information as needed.
- Report behavior adjustment while at the JDC to the designated CAP counselor to inform staffing
- Attend the staffing if available and provide input to include education updates.
- Complete the education juvenile profile form in collaboration with the JDC education staff

MEMORANDUM OF AGREEMENT

V. PRICING AND PAYMENT TERMS:

- A. Pricing: The Department shall pay to the JDC \$155.00 per day for intake placement in the JDC.

Transportation: Mileage reimbursed at the current state rate
\$17.00 Per hour for transportation supervision

B. Method of Payment:

1. Payments will be made upon receipt of an invoice following the completion of the intake placement. Invoices shall be submitted to the Division of Operations. The mailing address is:

Department of Juvenile Justice
Attn: Andrea McMahon
PO Box 1110
Richmond, VA 23218-1110

2. All invoices for additional costs which include but not limited to transportation and staff supervision during a transport shall be rendered by the 10th of each month.

C. At a minimum, the following information shall be annotated on all invoices:

1. Federal Tax Identification Number (FIN);
3. Address, telephone number, and point of contact; and
4. Dates of services.

- D. Prompt Payment Act: In accordance with the Commonwealth of Virginia *Prompt Payment Act*, invoices shall be payable within thirty (30) days after receipt of invoice. The Contractor shall notify the Fiscal Officer of the Department of all invoices that are in excess of thirty days.

VI. **CONFIDENTIALITY**: The JDC and the DJJ agree to adhere to all Federal and State laws and regulations regarding confidentiality of juvenile offender information.

VII. **PRISON RAPE ELIMINATION ACT (PREA)**: The JDC will comply with the Prison Rape Elimination Act of 2003 (Federal Law 42 U.S.C.15601 ET. Seq.), and with all applicable PREA Standards, DJJ Policies related to PREA and DJJ Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DJJ Facilities/Programs/Offices owned, operated or contracted. The Detention Facility acknowledges that, in addition to "self-monitoring requirements" DJJ will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and DJJ Policies may result in termination of the agreement.

VIII. **TERMS AND CONDITIONS**:

- A. **AUDIT**: The Detention Facility shall retain all books, records, and other documents relating to

MEMORANDUM OF AGREEMENT

this agreement or the provision of services pursuant to this agreement for 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 said period.

B. 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 Provider shall comply with all applicable federal, state and local laws, rules and regulations.

C. 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.

D. CANCELLATION OF AGREEMENT: The parties to this agreement may terminate this agreement, in part or in whole, without penalty, upon 60 days written notice. Any cancellation notice shall not relieve the Detention Facility of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation nor relieve the DJJ from paying for services rendered prior to the date of cancellation.

E. CHANGES TO THE AGREEMENT: 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 the Department and the Provider as a part of a written agreement to modify the scope of the agreement.

F. DEFAULT: Failure to deliver services in accordance with the agreement 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 Detention Facility responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the DJJ may have.

G. DRUG FREE WORKPLACE: The Detention Facility acknowledges and certifies that it understands that the following acts by the Detention Facility, its employees, and/or agents performing services 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 Detention Facility further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of agreement and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

H. BACKGROUND INVESTIGATIONS: The Detention Facility will certify that a background investigation has been completed on staff hired under this agreement, in accordance with statutory requirements.


I. RENEWAL OF AGREEMENT: This agreement may be renewed on an annual basis upon written agreement of both parties. The maximum term of the agreement with all renewals shall not

Acknowledged:



Rick Fleming, Director
Department of Justice Services
City of Richmond


4-24-17
Date



Selena Cuffee-Glenn
Chief Administrative Officer
City of Richmond

5/5/17
Date

APPROVED AS TO FORM



Diana Abate
Assistant City Attorney

3/20/2017
Date

MEMORANDUM OF AGREEMENT

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.

J. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the DJJ. In the event that the Detention Facility desires to subcontract some part of the work specified herein, the Detention Facility shall furnish the DJJ the names, qualifications and experience of their proposed subcontractors. The Detention Facility shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

By:

Title:

Date:

Department of Juvenile Justice

By: *[Signature]*

Title: Director

Date: 4/21/17