

INTRODUCED: July 26, 2021

AN ORDINANCE No. 2021-202

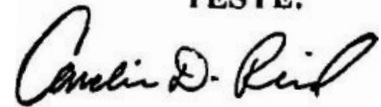
To authorize the Chief Administrative Officer, for and on behalf of the City of Richmond, to execute a Memorandum of Agreement between the City of Richmond and the Virginia Department of Juvenile Justice to provide for the terms and conditions by which the City’s Department of Justice Services will undertake certain intake services for the Virginia Department of Juvenile Justice.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

A TRUE COPY:

TESTE:



City Clerk

PUBLIC HEARING: SEP 13 2021 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 to provide for the terms and conditions by which the City’s Department of Justice Services will undertake certain intake services for 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 AB0STAIN: _____

ADOPTED: SEPT 13 2021 REJECTED: _____ STRICKEN: _____



CITY OF RICHMOND

INTRACITY CORRESPONDENCE

O&R REQUEST

DATE: June 29, 2021

EDITION: 1

TO: The Honorable Members of City Council

THROUGH: The Honorable Levar M. Stoney, Mayor

THROUGH: J.E. Lincoln Saunders, Acting Chief Administrative Officer

THROUGH: Sheila D. White, Director of Finance

THROUGH: Jason P. May, Interim Director, Department of Budget & Strategic Planning

THROUGH: Reginald E. Gordon, Deputy Chief Administrative Officer

FROM: Dawn Barber, 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

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 to provide for the terms and conditions by which the City's Department of Justice Services/Richmond Juvenile Detention Center (RJDC) will undertake certain intake services for the Virginia Department of Juvenile Justice.

REASON: To assist the Virginia Department of Juvenile Justice with their intake process for juvenile offenders committed to the DJJ at the cost of \$160.00 a day per diem per intake placement.

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

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, along with other juvenile detention facilities, to serve as an intake site for DJJ representa-

O&R Request

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tives to conduct intakes/evaluations for juvenile offenders committed to DJJ in our servicing locality. The intake process includes interviews, orientations, assessments and testing completed by DJJ staff. After completion of this three week intake process, residents are picked up and transported to their designated facility placement, which may include placement to community placement programs (CPPs) or assigned JCC. This process is completed under the Central Admission & Placement Unit (CAP) of DJJ.

FISCAL IMPACT / COST: The Department of Justice Services/Richmond Juvenile Detention Center will receive \$160.00 a day per diem per intake placement.

FISCAL IMPLICATIONS: The Department of Justice Services/Richmond Juvenile Detention Center will receive the funds from DJJ within thirty (30) days and the amount is based on the per diem per intake placement.

BUDGET AMENDMENT NECESSARY: None

REVENUE TO CITY: The Department of Justice Services/Richmond Juvenile Detention Center will receive \$160.00 a day per diem per intake placement from the Virginia Department of Juvenile Justice.

DESIRED EFFECTIVE DATE: Upon approval

REQUESTED INTRODUCTION DATE: July 26, 2021

CITY COUNCIL PUBLIC HEARING DATE: September 13, 2021

REQUESTED AGENDA: Consent Agenda

RECOMMENDED COUNCIL COMMITTEE: July 27, 2021, Public Safety Committee meeting

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: None

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

RELATIONSHIP TO EXISTING ORD. OR RES.: None

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS: Memorandum of Agreement from the 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 the City of Richmond, a municipal corporation and political subdivision of the Commonwealth of Virginia (the “City”), acting for purposes of this Agreement through the Richmond Juvenile Detention Center hereinafter called the “JDC” and the Virginia Department of Juvenile Justice (DJJ) hereinafter called the “DJJ”.
- II. PERIOD OF AGREEMENT:** From July 1, 2021 through June 30, 2022 and renewable in accordance with Section VIII paragraph I.
- III. PURPOSE:** The purpose of this agreement is to describe the contractual relationship under which the JDC is to provide intake evaluations for direct care juvenile offenders.
- IV. SCOPE OF SERVICES:** The JDC and DJJ will be responsible for the intake process and services as defined in this Memorandum of Agreement (MOA).
- A. The Central Admission and Placement (CAP) Unit at DJJ will:
- Identify possible residents who can remain in the JDC and participate in the intake and assessment phase upon receipt and review of commitment packet.
 - Email the JDC to assess viability.
 - Email the CSU to solicit involvement with the plan.
 - Email the commitment packet to the JDC, to include vulnerability data.
 - Coordinate the preparation of the psychological evaluation with the contracted provider and communicate to the JDC who will be coming on-site to conduct the psychological.
 - Determine the intake admission date in collaboration with the JDC at which time the intake assessment and the intake per diem will begin.
 - Mail the intake letter to the family and CSU to advise intake assessment will be done at the JDC, to include information about the importance of and scheduling of the staffing date. The JDC’s visitation and contact information will be delineated within the letter.
 - Notify the Parole Officer (PO) within 24 hours of the intake admission date that the resident has been placed at the JDC for intake assessment.
 - Notify family within 24 hours that resident has arrived to the JDC for intake assessment at the JDC via telephone.
 - Complete required DJJ intake forms and provide to the JDC pertinent data, the confidential intake alert form, face sheet, self-injurious behavior (SIB) alert form, and the enemies, partners, siblings, co-defendants form. The initial visitor approval list will be completed in the electronic data system (BADGE).
 - 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 JDC for re-enrollment purposes.
 - 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.

- Complete the Substance Abuse Subtle Screening Inventory (“SASSI”).
- Complete the social history juvenile profile form.
- 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.
- Confirm staffing date with the family, PO, and JDC and encourage participation.
- Facilitate obtaining a birth certificate, as necessary, in collaboration with the JDC staff to submit an application for the birth certificate during the intake assessment phase.
- Collaborate with DJJ’s Behavioral Services Unit (BSU) and the JDC staff to develop the Comprehensive Reentry Case Plan (CRCP) goals and objectives with action steps.
- Convene and facilitate the staffing either in person or via video technology.
- 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 mental health services transition plan (MHSTP), when applicable.
- Follow the DJJ case management process to obtain the final approval for placement.
- Notify the PO and family of staffing decision and mail letter and the CRCP.

B. The JDC will assign a case manager who will:

- Upon receipt of a request for services, review the commitment packet, to include the YASI and other vulnerability information, to determine appropriateness of juvenile to receive intake and assessment services at the JDC. Inform DJJ of the decision to accept or not accept the juvenile for services within five (5) business days of the receipt of the request for services for juveniles who are not yet placed at the JDC, and within 48 hours for juveniles currently placed at the JDC.
- Meet with the resident to explain that he/she will remain at the JDC for the intake assessment process in lieu of being transported to the juvenile correctional center (JCC).
- Provide the resident with an explanation of the intake process, program schedules, and services.
- Facilitate intake phone call for the resident with parent or guardian, as required.
- Upload photo of resident into BADGE.
- Coordinate physical exam within 7 days and dental exam within 7 days. Dental exam only needs to be conducted if the doctor deems necessary; complete the juvenile profile medical form and adhere to the DJJ medical formulary.
- Obtain immunization information as needed.
- Report behavior adjustment while at the JDC to the designated CAP counselor to inform staffing.
- Attend and participate in the staffing and provide input, to include educational and behavioral updates.
- Complete the education juvenile profile form in collaboration with JDC education staff.

V. PRICING AND PAYMENT TERMS:

- A. **Pricing:** DJJ shall pay to the JDC \$160.00 per day for intake placement in the JDC. Mileage can be reimbursed to the JDC for approved transportation at the designated state rate.
- B. **Method of Payment:** Payments will be made upon receipt of an invoice following the completion of the intake placement. Invoices shall be submitted to the Division of Residential Services. Invoices can be emailed to: Demetria.Clayton@dji.virginia.gov with a copy to Dianne.Berry@dji.virginia.gov. The mailing address is:

Department of Juvenile Justice
Attn: Demetria Clayton
1601 Old Bon Air Road
North Chesterfield, VA 23235

- 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 local laws, ordinances, 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 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 Circuit Court for the City of Richmond. 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 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

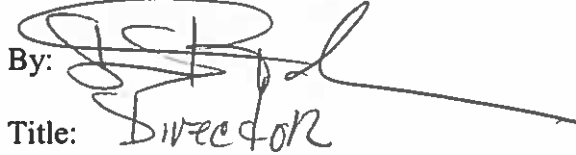
written consent of the DJJ. In the event that the Detention Facility desires to subcontract some part of the work specified herein, the Detention Facility shall furnish the DJJ the names, qualifications and experience of their proposed subcontractors. The Detention [Facility shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

Juvenile Detention Center:

By:

Title:

Date:


Director

July 14, 2021

True to Form:

By:

Alexandra M. Griffin

Assistant City Attorney

Date:

7-14-21

Department of Juvenile Justice

By: Angela C. Valentine for Valerie P. Boykin

Title: Chief Deputy Director for the Director

Date: June 29, 2021