



## VADJJ Transformation Initiative: The Regional Service Coordination (RSC) Project

Guidance for EBA Sub-Contracted Providers About Centrally  
Managed Referrals, Funding, and Delivery of Services

### PURPOSE

This manual is designed to inform contracted Direct Service Providers (DSPs) of EBA's expectations and processes detailed in the Sub-Contractor Agreement. This is only designed to be a guide for day-to-day application, and not intended to replace or supplant the fully executed contract.

January 2023

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## WHO'S WHO

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**Regional Service Coordinator (RSC):** The EBA Program Manager who coordinates referrals and service authorizations, acting as the liaison between the DJJ Staff (CSU/CAP staff) and the Direct Service Provider (DSP).

**Direct Service Provider (DSP):** That's you! A private or public agency that delivers services to youth and families in the community (e.g., youth's home, agency office), within detention facilities, or residential programs.

EBA serves the full continuum of **DJJ-Involved Youth (Youth):** Youth involved in various stages of the Virginia Juvenile Justice system (and their families), including youth supervised by the court, committed youth, or youth placed on probation or parole. These youth generally demonstrate various levels of criminogenic risks to reoffend and display behaviors to include, but not limited to delinquent history and propensity to commit delinquent acts/crimes in the future, running away from home, residential placements, association with anti-social companions (e.g., favorable attitudes towards violence, dishonesty, and rule breaking), impulsivity, low levels of educational achievement, mental health diagnoses, and poor school performance.

## MEET THE EBA VA TEAM

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Please contact Kara Brooks or the Regional Program Manager assigned to your region for additional information.

## ONGOING COMMUNICATION

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### EBA Communiqué



EBA encourages ongoing communication and uses the MailChimp platform to share information. Various members of a provider's agency are suggested to attend, including the Contract Signor/Administrator, Program Director, clinical lead, and billing staff. [Sign up Here](#)

The Newsletter may share additional information about ongoing training events including Fourth Friday Support Calls, DJJ conferences, or EBA training opportunities.

## BACKGROUND

VA DJJ contracted with AMI and EBA to oversee the development, delivery, quality monitoring, and performance management of a continuum of treatment and intervention services in residential and community-based settings for DJJ-involved youth, their families, and their community supports to prepare court-involved youth to become successful citizens.

The expected outcome of the services provided are to aid as a prevention or reduction of juvenile re-offending, increased public safety, and a reduction in the number of youth being referred for juvenile commitment or residential services.

The purpose of the EBA Subcontractor Agreement is to improve the lives of DJJ-involved youth, strengthen both families and communities within the Commonwealth, and to ensure high quality and effective services are provided to DJJ-involved youth and their families in a manner that is equitable and responsive to their individual needs and circumstances through trauma-informed responses, effective interventions, and reducing barriers to access.

EBA's goals within this initiative include the use of best practices and evidence-based interventions that have been shown to reduce juvenile recidivism and improve long-term outcomes; and achieve measurable reductions in the rate of re-arrests, re-adjudications, and commitments (or recommitments) to Juvenile Correctional Centers.

FOR MORE BACKGROUND ON EVIDENCE-BASED MODELS AND INTERVENTIONS, SEE THE EBP OVERVIEW

## SERVICE TYPES, DESCRIPTIONS AND LOCATIONS

### EBA Service Definitions

DSP shall provide Services per the criteria defined in "EBA Service Definitions and Fees" and meet all requirements for documentation, delivery of service, and reporting timelines, as identified in the contract and by the appropriate licensing body for Services. DSP shall provide services at or above the quality level prevailing in the community for the provision of similar services at the time of performance.

### Services Categories:

**Assessment /Evaluations** Service conducted by a qualified professional utilizing a tool or series of tools to provide a comprehensive review with the purpose to make recommendations, provide diagnoses, identify strengths and needs, risk level, and describe the severity of the symptoms.

**Case Management** Coordination services to assist DJJ-involved youth and families with behavioral or mental health problems who reside in a community setting in gaining access to needed medical, social, educational, and other services.

**Clinical Services** A broad array of clinical services targeted to aid, support, and/or provide training in various community settings to build natural supports and functional skills that empower individuals and families working towards autonomy, attaining and sustaining community placement, preserving the family structure, and assisting parents in effectively meeting the needs of their court involved youth in a safe, positive, and healthy manner. Services are clinical in nature but also include skill building and behavioral interventions.

### Monitoring Services

**Non-Clinical Services and Interventions** A broad array of services targeted to provide (non-clinical) intervention and support, and/or training in various community settings to build natural supports and functional skills, to progress towards autonomy, attain/sustain within the community, and assist youth in effecting behavior change (e.g., skill-based, vocational).

**Other: Non-Interventions and Service Enhancements** A uniquely designed service, or one not otherwise named and defined, that will ensure the safety and well-being of a court involved youth to support family preservation and compliance with court and address risk, need, and responsivity on an individualized basis.

### Residential Services

*For each Service referred/ provided the Provider Agency and Staff must be qualified to provide the requested service.*

## Qualifications and Licensure

The DSP represents and warrants that it/he/she/they shall:

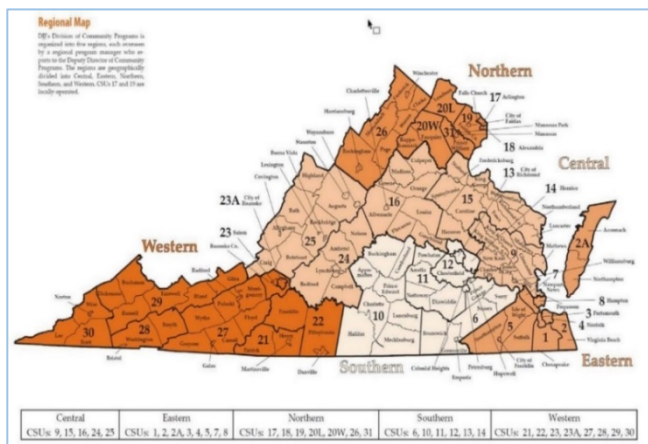
- 1) Provide services listed on the POSO and operate within one's scope of practice in accordance with all applicable laws, rules, and regulations as set forth by the Virginia Department of Health Professions,
- 2) Duly hold all licenses, credentials, certifications, and/or other qualifications (collectively, "Qualifications") required by local, State, and Federal laws and regulations to provide Services (e.g., Licensed by VA Department of Health Professions, Department of Behavioral Health and Developmental Services, Department of Education, etc.) and furnish satisfactory proof of such Qualifications to EBA.
- 3) MST and FFT team staff licensure updates can be made on the EBA website.

- [EBA MST/FFT Team Vacancy Notification Form](#)
- [EBA MST/FFT Team New Hire Notification Form](#)

*Operating within the DHP regulations protects your agency and staff; it also ensures each referred service meets the intended need.*

All DSPs and staff providing services through the RSC Model will maintain required qualifications, always remain in good standing, and will immediately notify EBA if qualifications are suspended, withdrawn, or revoked.

## Service Area: What services are provided, where?



*EBA serves youth referred from CSUs within the Northern and Central regions; however, youth may temporarily reside in various areas of the state.*

EBA prioritizes providers of quality clinical service, evidence-based programs, and providers who meet the needs of DJJ involved youth in a clear and documented methodology.

Upon contracting, each DSP shall communicate current services offered through their agency, including available locations, documentation of licensure status, treatment modalities, and evidence-based program certifications, as appropriate. The services purchased through EBA shall be offered according to the qualifications and description of services outlined by the approved Service names.

The contract formally references **Geographic Regions**. DSPs shall indicate to EBA, the geographic regions within which the DSP is able to provide services. The online directory also captures languages spoken other than English, to help meet this growing responsibility need. DSPs shall only be obligated to provide Services in the identified geographic regions.

To fulfill this portion of the contract, EBA developed an online Provider Map. The [EBA Provider Map and Directory](#) is a tool utilized by the CSU staff to locate services for youth; it can grow outdated frequently as services change. An accurate directory ensures PO's and EBA staff can link youth to appropriate providers and providers can identify service gaps across the DJJ regions.

*Please take a moment to review your agency listing for accuracy on a regular basis.*

## INSURANCE

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The DSP shall, at minimum, have the following types and amounts of insurance coverage. All insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

- **Workers' Compensation.** Statutory requirements and benefits; coverage is compulsory for employers of three or more employees, to include the employer. DSPs who fail to notify EBA of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- **Employer's Liability.** \$100,000.
- **Commercial General Liability.** \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia and EBA must be named as an additional insured and so endorsed on the policy.
- **Automobile Liability.** \$1,000,000 combined single limit. DSP must ensure that the required coverage is maintained (or third-party owner of such motor vehicle) for vehicles used to provide services.

**Professional Liability.** \$2,500,000 per occurrence, \$4,250,000 aggregate ([code of VA requirement § 8.01-581.15](#))

- **For Providers of Non-Clinical Services only,** Professional Liability requirements include \$1,000,000 per occurrence, \$3,000,000 aggregate
- If the DSP is a government entity, a Liability Certificate of Coverage is sufficient (<https://www.trsvirginia.gov/drm/state.aspx>).

**Both EBA and VA DJJ must be named as additionally insured on the Policy:**

- Evidence Based Associates PO Box 214 Powhatan VA 23219
- VA Department of Juvenile Justice PO Box 1110 Richmond, VA 23218

Maintain current Insurance Policies on file with EBA; the ACCORD format is preferred.

## CONFIDENTIALITY

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Any information obtained by the DSP concerning youth shall be treated as confidential.

Each DSP must adhere to all Federal and State laws and regulations regarding confidentiality of juvenile offender and student information, including the [use of required Consent to Exchange Information forms by VA DJJ, other DSPs and Sub-Contractors.](#)

Use and/or disclosure of such information by the DSP shall be limited to purposes directly connected with the DSP's responsibilities for services. DSP agrees to adhere to all Federal and State laws and regulations regarding confidentiality of juvenile offender and student information, including the confidentiality provisions of Section 2.2-5210 of the Code of Virginia. This includes, but is not limited to, not photographing youth and not permitting media coverage of the youth without the written permission of the parent(s) or the legal guardian(s). It further precludes audiovisual recording of the youth as well as prohibits the youth's participation in any research projects without the written permission of the parents(s) or the legal guardian(s).

[DJJ Specific Confidentiality Agreement Required](#)

←←REMINDER

ALL DSP staff that have contact with individuals receiving services through the RSC Model/EBA contract shall sign the Confidentiality Agreement provided by DJJ. DSPs shall, upon request, provide signed copies of such Confidentiality Agreements to EBA. [Click here](#) to locate the form or refer to the EBA website.

While your agency may have other forms to address confidentiality, this form is specifically required to be on file for each staff member.

### Contract Requirements Information Security

- Providers are required to use an **encrypted e-mail** product approved by DJJ Information Services to send and receive all e-mails containing data or any other identifying information (e.g., name, juvenile number) concerning youth and families. *EBA utilizes Virtu to send all e-mail securely; DSPs are also able to reply to the e-mail thread and maintain the encryption.*
- Storage. DSP shall maintain any records that indicate the identity of juveniles in the custody of DJJ in paper form, in a locked file cabinet at all times.
- Electronic Records. Any electronic records maintained by the DSP shall be maintained in accordance with DJJ's Mutual Nondisclosure Agreement and DJJ's Security.

## REFERRAL; PROCESS

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### Referrals & Service Authorization

EBA will issue a referral packet to the DSP (secured through Virtru).

**The referral packet will include a minimum of the following items:**

- BADGE Face Sheet (this has the youth's demographics, home address, and family's contact information)
- Continuum of Services and Rationale Form
- Release of Information Form
- YASI Wheel and YASI Behavioral Analysis

#### Keep Contact Information Current

Provide EBA with the contact person(s) in your agency that will handle referrals. We need to know whom to send information to provide an efficient process.

Depending on the type of service the following items may be attached to provide the needed background information: CAP Assessment(s), Case Plan, Court Order, JCC/BSU Reports, MHSTP, Social History, and other items as needed. An e-mail from EBA with the Referral Packet will notify the DSP of the need for Services. Depending on the type of service and admission process, the service authorization, or Purchase Order (POSO) may accompany the Referral Packet.

In all cases the DSP, prior to commencing services, **and within three (3) days of receipt of a Referral Packet or POSO**, shall notify the EBA RSC and appropriate designated DJJ Staff of the available service start date and assigned staff (or clinician, as appropriate); hopefully this is in one streamlined e-mail.

DSP will initiate and begin community-based services within 5 business days of the POSO, or by the target start date identified on the POSO.

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The POSO will describe which services are requested and shall include Dosage Guidelines (including a designated weekly/monthly number of qualifying units and specific modality, as applicable), anticipated start dates, and targeted completion date(s).

**Make sure the referral and service request come from the EBA RSC!** This includes authorizations for service extensions. If a PO or CAP unit staff contacts you directly to start services, please check with the RSC before beginning services to ensure funding approval.



The Contract references **Dosage Guidelines:**

- This simply means services will be provided in accordance with EBA's service authorization (POSO). Generally, dosage refers to the amount (number of hours) of services a youth and family are involved in; frequency, duration, intensity, and engagement all impact dosage considerations. The DSP shall not exceed the designated maximum number of qualifying program hours or deviate from the service modality. The DSP will adhere to the service request for referred youth and will track program participation for each.
- Unused units of service shall not accumulate or transfer from month to month without prior written approval from EBA.
- Requests for changes or alterations to the approved dosage shall be made to the assigned Court Service Unit (CSU) staff **and** EBA; changes made will be captured on a revised POSO from EBA.

## WHAT IS THE YASI?\*

The Youth Assessment and Screening Instrument (YASI) Wheel and Behavioral Analysis are included in the original Referral Packet and are a required part of the DSP's Service Plan and interventions with the youth.

The YASI is an assessment tool which evaluates risk, needs, and protective factors for youth involved in the DJJ system. The tool reviews the youth's risk to re-offend and is only designed for youth with a criminal history (which is different than the CANS, used frequently in other state systems to assess strengths and needs).

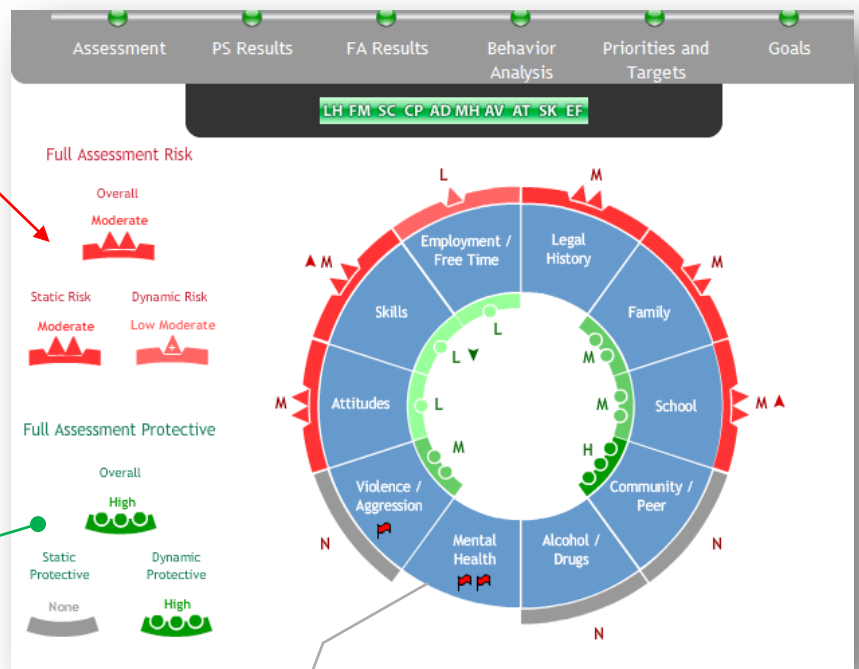
The CSU performs the YASI to anticipate future recidivism, risk level, and required intervention. The full assessment includes 87 items and becomes the basis of the Case Plan. The CSU gathers the needed information prior to completing the assessment, which produces the visual wheel and the base format for the Case Plan.

The YASI is completed initially and every 90-180 days thereafter which allows the CSU staff and EBA to assess the effectiveness of services.

### Sample YASI Wheel

The **RED ARROWS** on the outside reflect risk levels associated with each portion of the wheel.

**STATIC RISK** areas are unchangeable as they are historically based. Whereas the **DYNAMIC RISK** factors change and are likely to improve with effective services.



The **GREEN CIRCLES** represent **PROTECTIVE FACTORS** or strengths within the categories.

The **STATIC PROTECTIVE FACTORS** are historical, and the **DYNAMIC FACTORS** are able to be changed and impacted by services. This captures the strengths of

**Mental Health FLAGS** do not indicate Risk or Protective Factors, as a diagnosis doesn't increase recidivism. The flag alerts the viewer to a diagnosis or incident.

\*This is merely an overview and doesn't substitute a full YASI training. Please let EBA know if you want additional training, we can review the material with you or send you a training video.

# BILLING

EBA collects a single monthly invoice (aka Activity Form) from each Provider (with all youth captured on a single EBA Invoice).

The DSP will prepare and submit an activity form, a comprehensive monthly invoice, to EBA by the 5th day of the month following the month in which services were delivered, for all youth served.

**All invoices shall include an itemized activity form containing ALL Youth Served, related CSU(s), Service(s) Provided, Date of Each Service, Number of Units Provided, and the Service Charge per Service.**

## Sample Activity Form

All invoices need to be sent with the Service Plan and Monthly Progress Report for each Service provided. When submitting the Activity Form, **save the file with the agency name and month** (e.g., DSP November 2022 Billing).

The form is an Excel file; we placed a tab on the bottom of the page, labeled “Directions” that gives more details and instructions on the form.

**Final Invoices.** The DSP shall submit the final invoice for payment to EBA no more than thirty-five (35) days after the Termination Date.

## Other Billing Concerns

### Unauthorized Absences:

- For residential programs, to include group home and IL placements, payment for unauthorized absences to the DSP shall be made at the rates specified in the POSO, not to exceed seventy-two (72) hours without prior written approval of the EBA RSC. Unauthorized absences include, but are not limited to, placement in detention, hospitalization, or AWOL, as determined by the EBA RSC. Should EBA provide written approval to continue payments during unauthorized absences exceeding seventy-two (72) hours, such payments shall be made in accordance with a separate written agreement with the DSP. The DSP shall not be required to maintain a youth’s placement for more than seventy-two (72) hours following an unauthorized absence without prior written agreement from the EBA RSC to continue payments and hold the placement.

- For office-based, community services, neither absences nor no-shows, whether authorized or not, will be funded.
- For community-based services, provided in the home, a DSP may bill for the “travel time” only once during the month, if good faith efforts to contact the family are made as determined by EBA’s discretion (e.g., DSP confirms with the family prior to the appointment, etc.). EBA reserves the right to approve or deny payment for travel time in its sole discretion.

## Medicaid?

Yes, we want to maximize private insurance and Medicaid-funded services whenever available for the appropriate treatment of youth receiving services. Not only to be wise stewards of DJJ funding, but to also maintain the natural supports and resources for the youth and families within their community.

Licensed DSPs shall meet all Medicaid requirements for documentation, delivery of service, and reporting timelines for Medicaid services (e.g., Intensive In-Home). The DSP shall submit all required documentation for approval by the Department of Medical Assistance Services (DMAS) in a timely manner as soon as the proper documentation has been received by the DSP.

If the DSP is Medicaid eligible (including outpatient therapy or residential), it shall confirm the status of Medicaid eligibility for all youth prior to providing any services, and it shall file for Medicaid reimbursement for all eligible youth and services. If a youth is eligible for Medicaid, then the DSP shall seek reimbursement for services from DMAS. If the DSP receives Virginia Medicaid payments for services rendered under this Agreement, such payments shall constitute payment in full for those services. EBA shall not reimburse the DSP more than the Medicaid-authorized rate for the same service. EBA shall not be responsible for reimbursing a DSP for Medicaid-eligible services. Notwithstanding the above, if, through no fault of the DSP, Medicaid denies a claim for services, EBA shall reimburse DSP for such services. EBA shall not accept or pay invoices for Medicaid-eligible services until DMAS determines services are no longer reimbursable for a youth. Should Medicaid be discontinued or denied (and the discontinuance or denial is not attributable to the fault of the DSP), EBA shall become responsible for all services outlined in the POSO, provided the specific client is not receiving Medicaid.

The DSP shall provide to EBA a copy of all Medicaid approval and denial certifications with monthly billing. EBA may, in its sole discretion, choose not to reimburse DSP for services if DSP fails to timely notify EBA.

## DOCUMENTATION

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All reports, including Evaluations, Service Plans, and Progress Reports, shall include, in addition to the specific requirements listed below, the following: PROVIDER name, name of service provider assigned by PROVIDER (e.g. assigned staff/therapist name) and credentials (when applicable), staff contact information, supervisor (when applicable), service name/type, **modality of service**, date of service, assigned Court Service Unit, the relevant Youth’s first and last name, Youth’s juvenile number, Youth’s date of birth and/or age, and any other applicable requirements. All documentation, including but not limited to Service Plans, Monthly Reports, and Discharge Reports shall be submitted to the assigned CSU Staff and EBA.

### Assessments and Evaluations

Assessments and Evaluations shall be conducted by an appropriately qualified professional and shall include a report that captures a summary of the clinical evaluation, case conceptualization, working diagnoses, answer(s) to referral question(s), and recommendations. Evaluation reports shall be sent by the end date on the POSO, to the designated DJJ Staff and EBA. The report should include the following:

- Name and dates of interviews, records reviewed, testing inventories or instruments utilized; and

- Date of the report, signature(s), and credentials of the evaluator, including a co-signor as necessary in accordance with applicable laws and regulations.
- If a feedback session occurs, the session must be documented with date, time, and participants; this can be included in the evaluation report or as a separate summary.

All Reports shall be submitted to EBA no later than the fifth (5th) day following the end of the month during which Services were delivered (with billing activity forms).

### Service Plans

DSP shall design an Individualized Service Plan in conjunction with the Youth, designated DJJ Staff and, when applicable, the parent(s)/guardian(s). Such Service Plan must be consistent with, and describe a reasonable plan to meet, the goals of the court in accordance with the DJJ-provided Case Plan, and reason for the referral. It must comport with the Youth’s court supervision status, the criminological needs identified in the referral packet, YASI, and other related assessments. Service Plans shall be sent to the designated DJJ Staff shall include the following:

- Overarching, measurable, achievable goals related to the reason for referral and, as applicable, Youth Assessment and Screening Instrument (“YASI”) Domains as identified at time of referral;
- Specific time-limited objectives and measurable action steps the youth (and/or family) will complete, related tasks, and indicators for the achievement of identified outcomes as they apply to the Youth’s achievement of the overarching goal and discharge from Services; and
- Signatures of the Youth, the Youth’s parent(s)/custodian(s) (where applicable), and designated DJJ Staff.

### Monthly Progress Reports

DSP shall submit a written monthly report addressing each goal of the treatment plan related to authorized Services on the POSO; reports shall include the following:

1. Progress towards the overarching goals and identified objectives listed in the Service Plan, related to the reason for the referral.
2. Specific activities and strategies worked on during each session.
3. Assessment of protective factors and the level of family engagement partnership, including specific strategies and activities.
4. Completion date or anticipated completion of each goal and objective.
5. Revisions to measurable objectives.
6. Reports shall include the following information regarding all Service provision:
  - The date, time, and duration of each Service unit
  - The purpose of the Service
  - The names of the individuals involved in the session/Service, and
  - The location at which the Service was provided or the Service delivery modality (e.g., Telehealth, telephone, etc.)
7. Progress reports shall include all case-related contacts. *Care Coordination and related paperwork are considered part of Direct Services and are not billable.*

The image shows a screenshot of a 'DJJ RSC Model Monthly Report' form. At the top, it features the 'AMKids' logo on the left, the title 'DJJ RSC Model Monthly Report' in the center, and the 'evidence-based associates' logo on the right. Below the title is a field for 'Reporting Period: Month/year or date range'. The form is divided into several sections:
 

- YOUTH INFORMATION:** Includes fields for 'Youth's Name', 'Juvvenile #', and 'DOB'. Below this is a section for 'Assigned DJJ Office: Choose an item.' and 'Assigned DJJ Staff:'.
- PROVIDER & SERVICE INFORMATION:** Includes fields for 'Provider:', 'Staff Name/Credentials:', 'Staff Email:', and 'Staff Phone:'. Below these are fields for 'Service(s):', 'Service Authorization Dates:', and 'Pre-Service Engagement Date:'. There is an 'Explain:' section with a prompt: 'Provide a summary of pre-service engagement and efforts to initiate services; specific contacts should be captured under sessions and/or case coordination & collateral contacts below.' Below this are fields for 'Service Start Date:' and 'Service Plan Date:'. There is also a field for 'Anticipated Service Completion Date:'.
- Summary and Overview:** This section contains several checkboxes:
  - Youth and family actively engaged in service.
  - Youth is progressing towards identified service goals.
  - Youth is attending school: \_\_\_\_\_
  - Youth is employed: \_\_\_\_\_
  - Youth is connected to an extra-curricular or school activity: \_\_\_\_\_
  - Safety or Relapse Prevention Plan has been created/revised. Date: \_\_\_\_\_

 At the bottom of the form, there are two checkboxes:  Copy provided to youth/family and  Copy provided to DJJ Staff.

Monthly Report Template is located on the EBA website.

## Discharge Reports

The DSP shall submit a fully and accurately completed written Discharge Report to EBA and the CSU Staff within 20 calendar days of termination of Services. The discharge report must be completed prior to submission of the final invoice for payment. The discharge report shall include:

- Status of discharge (e.g., complete or non–complete).
- Overall progress made toward the identified measurable goals with emphasis on needs identified by the referring worker at time of referral.
- Overall progress made on items within the domains of the YASI and protective factors at time of completion.
- Youth-specific recommendations for continued Services or supports, with a Transition Plan as requested.

## Safety Plans and Relapse Prevention Plans

DSP shall provide the Youth and DJJ with a mutually developed Relapse Prevention Plan (e.g., Sustainability Plan, Transition Plan, etc.) at the close of services to include, without limitation, Substance Abuse services, services for Youth with Sexualized Behavior (YSB), Multi-Systemic Therapy (MST), and Functional Family Therapy (FFT), as appropriate. *Also send a copy with the final invoice to EBA.*

### For YSB Service Providers

- **DSP** shall develop a functional and collaborative Relapse Prevention Safety Plan (RPSP) with the Youth, DJJ Staff, and parent(s) and/or guardian(s), when applicable, **upon service initiation** or at the development of the Service Plan.
- All RPSPs will be based on DJJ’s RPSP Guidelines (RPSP reference document available upon request) considering the Youth’s risk level, individual needs, and responsivity to reduce risk, increase safety, and maximize the Youth’s potential for pro-social development.
- A copy of the RPSP must be submitted to EBA and DJJ within the 30 days of initiation of Services and updated with the Youth as needed throughout the delivery of Services.

## Other Documentation

Upon request, the DSP shall provide EBA with a copy of any reports, including, but not limited to, progress notes, social histories, physical examinations, psychological exams, and psychiatric evaluations performed by the DSP or while in the DSP’s care.

## Quarterly and Annual Reports

Each DSP shall submit quarterly and annual reports, as requested, to reflect the effectiveness of Services and outcome of the Services for Youth served. The performance areas to be addressed shall include, without limitation, the following:

- Summary utilization data (e.g., Number of Youth served and completion status, including decreased risk factors and increased protective factors at the time of program completion, when applicable);
- Summary of effectiveness of services and outcomes;
- Attachment of reviews and reports prepared by licensing bodies and Model fidelity reports, to include without limitation Multi-Systemic Therapy (MST) Performance Improvement Review (PIR) and Functional Family Therapy (FFT) TYPE Report, as applicable;
- Summary of results of any self-audits, compliance audits, or quality assurance reviews;
- Summary of continuous quality improvement efforts and performance improvement plans;
- Summaries of completion status and treatment dosage goals (aggregate population);
- Summaries of serious incidents;
- Summary of significant staff development events including Staff training;
- Attachment of quality assurance and/or fidelity reviews by EBP model proprietors;
- Performance Measures/Objectives.

## SERIOUS INCIDENT REPORT

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The Serious Incident Report (SIR) shall provide a factual, concise account of the incident. SIRs include but are not limited to: Death; Fire; Alleged child abuse or neglect; Serious juvenile injury or illness; suicide attempt; Serious staff injury or illness; assault or altercation; Juvenile assault on staff; Staff arrest or serious misconduct; and any other serious occurrence out of the ordinary course of operations that is likely to attract attention of the media or the general public or that could result in litigation. Refer to full list of serious incident types, definitions and instructions included on the VA DJJ Incident Report Forms.



All serious incidents, *actual or alleged*, relating to a Youth shall be reported by the DSP [on the DJJ SIR Form](#).

**Required Notification for SIRs:** Proper notification of the incident shall be made to (1) the appropriate public safety authority, as required by law and the State licensing board; (2) **Verbal notification of the incident** shall be provided to the youth's parent(s)/custodian(s) and **CSU/CAP Staff on the day of the incident**, and (3) **Written notification of the incident, shall be provided to EBA and CSU Staff within one business day of the incident.**

DJJ requires each Provider to submit an Incident Report Form to the CSU, referring staff, and RSC on the Approved Incident Report Forms.

The SIR instructions and forms are both located on the EBA Website:

[Direct Care DSP Incident Report Form](#)

[Non-Direct Care DSP Incident Report Form](#)

A [Notification Form](#) or other SIR formats may be utilized for Incidents that do not rise to the level of reportable incidents listed on the VA DJJ Incident Report Forms.

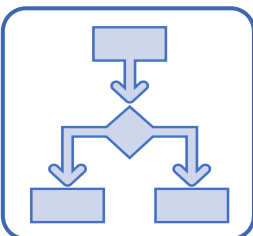


## NO REJECT/ NO REJECT

While the 'no-reject' policy is considered an essential element in the successful performance of DSPs and Service Coordinators, the following helps guide the philosophy and practice.



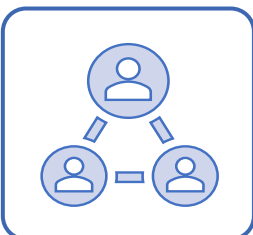
**DSP shall serve any and all DJJ-involved Youth who are appropriately referred** and for whom the Service is, in the discretion of the **DSP clinically appropriate**. This includes, but is not limited to, referrals made to programs based on the admission/exclusionary criteria, program description, Youth's identified needs, program availability, clinical judgement, responsivity barriers, and program interviews, when appropriate



**Upon initiation of Service with the Youth**, it is feasible that a DSP may communicate with EBA and the referring DJJ Staff the need for a higher level or different Service. The DJJ Staff should support any decisions about changes in Services and the DSP will assist in a transition between Services, when applicable.



Should a Youth pose an **imminent safety risk to themselves or others**, the DSP shall provide and coordinate appropriate crisis intervention and communicate closely with EBA and designated DJJ Staff. For Youth who struggle to adjust to Services or placement, the PROVIDER shall communicate with EBA and DJJ Staff to **explore alternative supports** (e.g., team meeting, family partnerships, additional supports, enhanced monitoring, modifications, etc.) to prevent a disruption in Services.



If the DSP is **no longer able to provide Services to a Youth, based on new behaviors, increased needs, or other safety concerns**, the DSP shall provide written notice to EBA and designated DJJ Staff of its desire to terminate Services, to include a reasonable justification for the notice. The termination shall be effective in thirty (30) days upon receipt of the notice from the DSP. Additional Services may be available to support the Youth and DSP until a termination or removal occurs.

Importantly, alternative Services may be utilized from within the continuum or community resources and not through program discharge without the agreement of DJJ. Notwithstanding the above, Services may also be terminated if all parties, including the DJJ Staff, Courts, parent(s)/custodian(s), and EBA agreed to such termination. If termination is approved, the DSP shall assist EBA and DJJ in transition planning and assist, if requested, in the identification of an alternative Service for the Youth.



## Utilization Review

← ← ← *New Area FY23*

DSP shall ensure that the Youth is progressing toward the goals in the Treatment/Service Plan. DSP shall notify EBA and DJJ Staff if:

- Progress is not made over two (2) reporting periods,
- Following two (2) or more acts of omission or avoidance of the Youth and/or family in a single monthly reporting period, preventing the delivery of Services as specified in the POSO and Service Plan, including but not limited to, lack of participation or cancellation.

## Service Completion Data

← ← *Revision for FY23*

The Service Completion form has been merged with the billing Activity Form for streamlined reporting.

- Follow the prompts in the Activity Form to ensure complete data reporting in a single file.
- For youth referred to your agency who do not begin services, the form allows the DSP to indicate the reason the service was not started.

## Performance Objectives

DSP's delivery of the services shall be evaluated against Performance Objectives, as defined by EBA. Developing such Performance Objectives will be a collaborative process between DJJ, EBA, and DSPs. Failure to meet Performance Objectives or failing to submit required reports may result in termination of this Agreement or imposition of a Corrective Action Plan, at the discretion of EBA.

**EBA's Contract with VA DJJ states** In collaboration with Virginia Department of Juvenile Justice (DJJ), the Regional Service Coordinators (RSCs) AMI and EBA, manage and monitor a provider network of Direct Service Providers (DSPs) as part of a regional service coordination model that aims to reduce reliance on the deep end of the juvenile justice system by improving the quality and quantity of services available in the community. As much as possible, DSPs engage families as partners in the process to increase the likelihood of long-term success and sustainability. To ensure high quality services are provided to each referred youth, the Regional Service Coordinators (RSCs) will implement a quality assurance (QA) process that will:

- Monitor service delivery on a range of performance metrics and key quality indicators;
- Ensure that all programs and services use evidence-informed principles;
- Ensure that evidence-based programs are delivered with fidelity to model standards;
- Provide feedback to DSPs and introduce a QA approach and quality improvement (QI) plans;
- Introduce and monitor action plans (AP) to address any noted areas of meaningful deficiency; and
- Promote informative, periodic reporting on key measures to DJJ.

## Programmatic Oversight

EBA shall, as a condition of our contract with VA DJJ, monitor and oversee the delivery of Services for Youth served by contracted DSPs. The DSP shall cooperate with RSC by providing any requested records, reports, or documentation related to achievement of the Performance Objectives (including reports to DJJ Staff) in a timely manner. EBA may conduct periodic, announced, or unannounced programmatic and administrative monitoring to assess the DSP's compliance with this Agreement and applicable federal and state laws, rules, and procedures. Following such QA evaluations, EBA will deliver a list of findings, including strengths and deficiencies regarding the manner in which Services are provided.

## QA FRAMEWORK

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AMI and EBA adopted DJJ's strategic framework of Safety, Connection, Purpose, and Fairness for this Quality Assurance (QA) and monitoring plan to ensure alignment and to reinforce these principles throughout the regional service coordination model. In addition, the RSCs propose an overlapping framework that focuses first on the youth (safety), then on the quality services that he/she/they receives (connection, i.e., to the right service within the risk, need, and responsivity (RNR) framework), fairly ensuring the compliance of agencies providing services (fairness), and overall focus on the stakeholders that work together (sensing purpose) to support DJJ's Transformation Project and achieve the overarching goals of the regional service coordination model.

### DJJ Principles

#### SAFETY

Youth and staff need to feel safe in their environment and need a sense of physical and emotional well-being.

#### CONNECTION

Youth and staff need to feel connected to supportive and caring adults, whether they are family, staff, or coworkers.

#### PURPOSE

Youth and staff need to have goals to strive toward, skills to hone, and a sense that they have a valuable role to play in the lives of people and the community around them.

#### FAIRNESS

Youth need to perceive their environment and interactions as fair and transparent. They need to be held accountable in a manner proportionate to their offense and offense history, and similar to other youth in their situation. Staff need to feel that they are treated fairly, compensated adequately, and supported in their efforts to meet the expectations of the department.

## OVERVIEW OF EVIDENCED-BASED INTERVENTIONS

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The concept of evidence-based practice was developed outside of criminal justice and is commonly used in other applied fields such as medicine, nursing, and social work. In criminal justice, this term marks a significant shift by emphasizing measurable outcomes and ensuring that services and resources are effective in promoting rehabilitation and reducing recidivism. DJJ is committed to supporting this focus on better outcomes for the entire juvenile criminal justice system and for those involved in it. Because there are numerous definitions of evidence-based practice, for the purpose of this process, evidence-based practice consists of three basic principles:

1. Evidence the intervention is likely to work (i.e., produce a desired outcome); and is considered a research based or promising practice; and/or utilizes components of research-based practices proven to be effective;
2. Evidence the intervention is being carried out as intended; and
3. Evidence allowing an evaluation of whether the intervention worked.

Evidence-based practices involve using research-based and scientific studies to identify interventions that reliably produce significant reductions in recidivism, when correctly applied to offender populations through the use of the following four principles of effective intervention:

**1. Risk Principle** – focuses attention on the crucial question of WHO is being served and calls for targeting higher risk youth.

**2. Need Principle** – requires that priority be given to addressing criminogenic risk/need factors with a clear focus on WHAT programs are delivered and how services are matched to the highest potency needs of individual youth and families.

**3. Treatment Principle** – conveys the importance of using behavioral treatment approaches to achieve the best possible outcomes and requires attention to the question of HOW programs are delivered.

**4. Fidelity Principle** – draws attention to HOW WELL programs are delivered and reiterates the necessity that programs be implemented as designed.

Successful implementation of evidence-based practices also includes:

- 1) Organizational development to create and sustain a culture accepting of best practices and evidence-based approaches;
- 2) A commitment to initial and ongoing professional development and training;
- 3) Use of validated risk/needs assessment tools;
- 4) A commitment to data collection and analysis for the purposes of ongoing monitoring, reporting, and decision making;
- 5) Use of programs grounded in evidence-based principles and known to produce positive juvenile justice outcomes;
- 6) Quality assurance activities to ensure program fidelity;
- 7) Performance management to improve programs and policies; and
- 8) A “systems change approach” to develop collaborations so that tasks, functions, and sub-units work effectively together and not at cross-purposes.

## CONFIDENTIALITY AGREEMENT

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I \_\_\_\_\_ (Receiving Party) hereby enter into this Confidentiality Agreement 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 identifying information (e.g., name, birthdate), 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 DJJ (COV § 16.1-300). Confidential Information also specifically includes arrest information DJJ receives from other agencies for the purposes of evaluating recidivism of DJJ-served populations.
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 AMIkids/EBA, DJJ or DJJ's representatives (Disclosing Parties).
3. **Obligations of Receiving Party.** Receiving Party shall:
  - (a) Adhere to all federal and state laws and regulations regarding Confidential Information;
  - (b) Use the Confidential Information only for the purpose of fulfilling the goals of the proposed project;
  - (c) Hold and maintain the Confidential Information in strictest confidence;
  - (d) Agree to store all data on a password-protected computer or in a secure location;
  - (e) Require any employee or any other individual associated with this project that has or potentially could have access to the Confidential Information to sign this Confidentiality Agreement;
  - (f) Agree to destroy or return to the Disclosing Party all Confidential Information or data within ten days of any request by any of the above-mentioned entities;
  - (g) Agree not to publish, copy, or otherwise disclose to others, or permit the use by others any Confidential Information (however, this does not preclude publication of aggregate data with prior permission of DJJ);
  - (h) Agree to refer any person requesting access to Confidential Information to DJJ;
  - (i) Agree not to publish, disclose, or associate DJJ's name with any publications arising from information received from DJJ without the express written permission of the Director of DJJ; and
  - (j) Agree that any publication, presentation, or disclosure of information received from DJJ will present the results or findings in aggregate form.

**Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of the 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.

**Project Name** VA DJJ Transformation Initiative

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ATTENTION:** ALL PERSONNEL THAT HAVE CONTACT WITH INDIVIDUALS IN THE CUSTODY OF DJJ, UNDER SUPERVISION OF DJJ, OR OTHERWISE RECEIVING SERVICES UNDER THIS AGREEMENT MUST SIGN THIS CONFIDENTIALITY AGREEMENT. PROVIDER SHALL KEEP SIGNED COPIES OF THIS DOCUMENT ON FILE, AND SHALL PROVIDE SUCH COPIES TO PRIME CONTRACTOR, UPON REQUEST.