

Transitional Living Program Request for Proposal (RFP)

RFP# 1-AMI-VA-0523

Issued:
5/1/2023

Issued by:

AMIkids Virginia (AMI)
www.amikidsvirginia.org



Evidence-Based Associates (EBA)
www.evidencebasedassociates.com



On behalf of:

VIRGINIA DEPARTMENT OF JUVENILE JUSTICE

www.djj.virginia.gov

This RFP includes data that shall not be disclosed, duplicated, used, or disclosed – in whole or part – for any purposes other than to prepare a proposal or quotation. The data and information subject to this restriction are contained in all sheets.

Transitional Living Program RFP 5-1-2023

I. Purpose

Summary:

The Virginia Department of Juvenile Justice (DJJ) seeks to establish a contract through their Regional Service Coordination (RSC) company, AMIkids or Evidence Based Associates (EBA) to support transitional housing for youth returning to the community from DJJ commitment. AMIkids and EBA will seek a Direct Service Provider (DSP) to develop and operate a community-based residential program to support hard to place, high-risk youth reentering the community.

Probation supervision is a court-ordered disposition placing youth under the supervision of a Court Service Unit (CSU) in the community. Parole supervision is the supervision of youth in the community following release from commitment. In Fiscal Year 2022, the average daily population of youth on probation supervision was 1,368, the average daily population of youth on parole supervision was 161, and the average daily population of youth in direct care status serving commitments was 208. This initiative is intended to build upon DJJ's current continuum of services by developing a housing opportunity in the community that will create a seamless transition for youth leaving commitment in need of stable, safe housing.

Beginning in October 2016, DJJ contracted with AMIkids and EBA to coordinate services throughout the state through what has come to be known as the Regional Service Coordination (RSC) model of service delivery. AMIkids and EBA select and sub-contract with a network of public and private provider agencies to serve a range of clinical and non-clinical community-based and residential services.

Background:

The mission of the Virginia Department of Juvenile Justice (DJJ) is to protect the public by preparing court involved youth to be successful citizens by tailoring the right mix of accountability and rehabilitation to meet the identified risk and need levels for each youth who walks through our doors. We best accomplish our mission when we provide the youth in our system with support and opportunities that any adolescent needs to grow into a healthy, productive adult. Over the past several years, DJJ has made major strides in transforming its juvenile justice system to advance in the development of services, practices and structural changes that produce better outcomes for youth and families.

One of these areas of transformational advancement includes adding additional age appropriate, stable, structured residential step-down programs for hard to place youth released to parole supervision.

A sizable percentage of these youth are sex offenders, DJJ/DSS dual system youth, have mental health needs, are homeless, or are in need of relocating to safe communities. A smaller percentage may be undocumented or have intellectual disabilities. The current group home/independent living services may lack the specific resources or programming needed to support young adults transitioning to independence following stay in a juvenile justice setting, or may have barriers in place that prevent targeting high risk youth. This transitional living program will provide an opportunity for youth on parole without access to other housing supports to learn and practice new skills before returning home or moving on to independent living by providing an a, safe and structured step-down opportunity in a home-like setting.

This solicitation is seeking a residential service provider to support a seamless transition from DJJ to the community to serve hard-to-place youth. The priority location is outside of the Richmond metropolitan area, and preferably within the cities of Roanoke, Charlottesville, Lynchburg, or other counties / cities within those areas. The program should have the capacity to house up to 8 youth at one time. Additionally, the housing structure should be based upon youth needs, with the availability of single or double occupancy bedrooms based upon youth needs. While primary areas have been identified, proposals may be considered from other areas of the state as well. The location of the residential home does not determine the targeted population. Statewide youth may be accepted into the program. Location will be given priority and should be based on

but not limited to: safety of the community, access to public transportation, and accessibility of viable employment.

DJJ has advanced in the use of progressive evidence-based practices, experimentally proven programs, and evidenced-based assessment tools. The Youth Assessment and Screening Instrument (YASI) drives risk assessment of involved youth, and provides guidance on resource utilization and case planning, as well as helping DJJ allocate resources based on risk to reoffend. In addition, DJJ has continued to implement a significant shift in the supervision of court-involved youth through Effective Practices in Community Settings (EPICS), a structured approach to probation supervision of court-involved youth that incorporates brief, cognitive behavioral interventions delivered by Probation/Parole Officers. Departmental trainings and coaching opportunities supplement this approach through the use of a wider array of Core Correctional Practices (CCPs).

Applicants will be required to demonstrate their capacity to provide and oversee the delivery of evidence-based interventions. The following information is offered to assist applicants in understanding DJJ's broad view of evidence-based practices.

The concept of evidence-based practice emphasizes measurable outcomes and ensures 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 justice system and for those involved in it. For the purpose of this solicitation, 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, i.e., adherence and fidelity; and
3. Evidence allowing an evaluation of whether the intervention worked, i.e., measurable outcomes.

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 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. Responsivity Principle – focuses on HOW to target youth issues such as learning style, motivation, culture, gender.
4. Fidelity Principle – draws attention to HOW WELL programs are delivered and reiterates the necessity that programs be implemented as designed and with adherence to fidelity.

Successful implementation of evidence-based practices also include:

- Organizational development to create and sustain a culture accepting of best practices and evidence-based approaches;
- A commitment to initial and ongoing professional development and training;
- Use of validated risk/needs assessment tools;
- A commitment to data collection and analysis for the purposes of ongoing monitoring, reporting, and decision making;
- Use of programs grounded in evidence-based principles and known to produce positive juvenile justice outcomes;
- Quality assurance activities to ensure program fidelity;

- Performance management to improve programs and policies; and
- A “systems change approach” to develop collaborations so that tasks, functions and sub-units work effectively together and not at cross-purposes.

Availability of Start Up Funds:

Applicants may request funds to support startup costs such as furniture, appliances, security related equipment, computers, supplies, staff training and other expenses necessary to provide a safe, modernized environment that promotes a supportive system of care, continuous treatment, advancement in education/vocational opportunities and successful transition to independence. Applicants can also request funding to support the cost of training staff in evidence-based practices consistent with DJJ’s request, including but not limited to: Cognitive Behavioral Interventions, Core Correctional Practices (CCPs), Aggression Replacement Training (ART), Thinking for a Change (TFC), and Casey Life Skills. If applicants do not request funding, they must demonstrate the capacity to ensure staff are trained in, at minimum, the use of Core Correctional Practices, Motivational Interviewing, and understanding of the YASI. Applicants must also demonstrate their willingness to engage and compliment other services provided by or contracted by DJJ.

Eligible Applicants:

Applicants must have experience working with Virginia Department of Juvenile Justice and court involved youth. It is preferred, but not required, to be a current contractor through Evidence Based Associates (EBA) or AMKids. Agency must have an existing housing structure or site plan that will be available for a July 2023 site visit and fully operational by November 1, 2023. Proposed homes must agree to comply with the Department of Juvenile Justice Certification Standards. DJJ funds cannot be used for construction or fixed capital improvements.

Type of Contract:

Payment will be made per diem, based on available slots.

Available Slots:

Up to 8

Contract Period:

From contract award date through June 30, 2025, with the option to renew for three successive one-year periods. Continued contracting is contingent upon (1) on-going needs of DJJ as demonstrated by referral volume, (2) ability of the Respondent to effectively provide services, and (3) ability of Respondent to meet all contract terms including quality service delivery, submission of required reports, submission of data, tracking of identified performance measures, and (4) the on-going availability of DJJ funding.

II. Statement of Work

Target Population:

The target population will include hard-to-place males on parole supervision at least 16 years of age, up to age 21. For purposes of this solicitation, “hard to place” may include youth on the sex offender registry, undocumented youth, gang involved youth, and youth who face other barriers that present obstacles to returning safely to family homes or placement in traditional group home settings. The selected program should demonstrate the ability and capacity to serve these populations by including plans to remove the existing barriers as they prepare youth for transitioning into the community.

DJJ is seeking a housing opportunity, preferably outside of the Richmond metropolitan area, and preferably within the cities of Roanoke, Charlottesville, Lynchburg, or other counties / cities within those areas. The program should be located in a safe community, with access to public transportation and opportunities for

employment. The program should house up to 8 youth at one time, with single or double occupancy bedrooms available based upon youth needs.

Youth referred for placement in the transitional living home will demonstrate various levels of criminogenic risk to reoffend and commonly display the following behaviors and needs:

- Criminal history and propensity to commit crimes History of running away from home, foster care, and/or residential placements
- History of association with anti-social companions (e.g.: favorable attitudes towards violence, dishonesty, and rule breaking)
- Antisocial personality such as impulsivity, poor emotional regulation and inadequate decision making skills
- Low educational achievement
- History of low family affection/history of poor supervision
- History of substance abuse
- History of self-destructive behavior
- History of mental health diagnoses (such as post-traumatic stress disorder, depression, Oppositional Defiance Disorder, and Attention Deficit Hyperactivity Disorder)
- Low or limited functioning youth
- History of poor school performance
- Lower levels of job readiness and independent living skills
- Need for focused intensive transition and community reintegration services
- History of trauma and exposure to violence

Proposed Service Delivery Models should be:

- Based upon DJJ's four (4) cornerstones of positive youth development:
 1. safety in one's surroundings,
 2. strong sense of connection to the community, supportive family members and other adults,
 3. a belief in purpose of activities such as education, treatment and vocational training, and
 4. a sense of fairness in the accountability, consequences and opportunities one receives in response to their actions.
- Consistent with the statewide continuum of evidence-based services that support positive outcomes for youth and their families; and reduce recidivism.
- Focused on three general strategies that improve effectiveness of out of home placements: 1) a focus on dynamic risk factors; 2) tailor programs and services to individual needs; and 3) focus interventions on high-risk youth.

Minimum Required Services:

The selected program should anticipate adopting DJJ programs that support a seamless transition to the community. These programs include DJJ's Behavioral Management Program, access to specific workforce programs, partnerships with community college/universities, and other initiatives tied to DJJ's efforts to increase opportunities that lead to sustainable employment opportunities. Residents will have a broad range of intervention needs and the respondent will be expected to provide interventions and skill-building activities designed to identify and restructure risky thinking and teach pro-social skills, including but not limited to consequential thinking skills, problem solving skills, emotional regulation skills, and basic life skills. All skills are required to be taught using individual or group-based cognitive behavioral interventions that utilize social learning techniques and provide graduated rehearsal opportunities. Required curricula includes Casey Life Skills using the Casey Life Skills Assessment.

Since nearly all youth that have been in Direct Care will have completed Aggression Replacement Training (ART), provider must be trained in the ART curriculum so they can reinforce prior learning provider boosters and practice opportunities and generalize the 50 skills that are part of the model. Providers will also be required to use reinforcers, sanctions, and other behavioral practices that are in keeping with the practices of DJJ. These

include, but are not limited to, using the structured steps of Effective Reinforcement and the structured steps of Effective Disapproval. DJJ's approved interventions and behavioral practices are taught during two training courses, "Core Correctional Practices – CCP" and "Effective Practices in Community Supervision (EPICS)". One or both of those training courses may be provided to staff by the DJJ. Use of the skills taught in CCP is important to ensure continuity between services taught at the CSUs, in the JCCs and at the transitional living house.

Additional Services:

Priority will be given to applicants who propose programming that includes work-readiness skills, vocational training leading to industry-recognized certifications, and job placement assistance.

Services Not Required:

Residents with mental health clinical needs, such as individual therapy, sex offender treatment, trauma therapy, or substance abuse treatment will have access to services provided by a private provider. Those services are not a part of this contract and there is no need for respondents to budget for those services.

Public Safety Monitoring / Supervision:

Upon release from direct care and placement at the Transitional Living Center, all residents will be placed upon electronic monitoring/GPS to monitor their activities and provide enhanced supervision. DJJ will provide funding for the monitoring equipment rental.

Dosage Guidelines:

Generally, dosage refers to the amount of programming or interventions in which a youth and family are involved. Frequency, duration, intensity, and engagement all impact dosage considerations. The selected provider will be required to align interventions with general dosage guidelines, supported by emerging and developing research and approved by DJJ:

- Moderate risk residents will receive at least five hours of cognitive behavior intervention per week. (This aligns with the DJJ standard of approximately 100-150 hours for six months)
- High risk residents will receive at least eight hours of cognitive behavior intervention per week. (This aligns with the DJJ standard of approximately 200-250+ hours for six months)
- The selected provider, in conjunction with the Regional Service Coordinator (RSC) and DJJ, will establish a weekly minimum number of qualifying program hours per participant and the selected provider will track program participation for each participant. Interventions that are considered in this dosage calculation must include specific targeting of criminogenic needs and delivery methods that are evidence-based (Cognitive Behavioral, social skill building, anger control and emotional regulation skills) and conducted in the context of social learning theory. Structured time absent these qualifications is not to be considered in the required weekly dosage calculations.

Program Facility Requirements:

Provider shall comply with standards required by fire and health authorities. The provider shall ensure that all buildings and grounds, equipment and furnishings are maintained in a manner that provides a safe, sanitary, and comfortable environment for youth, visitors, and employees. The facility shall be equipped with a security system, security cameras and alarms. The facility may need to be licensed by DSS or DBHDS, but will also need to be certified by the DJJ's Certification Unit. The program should have ability to house eight youth at one time. Based on the youth's needs, bedrooms may be single or double occupancy. Provider should indicate bedroom occupancy in facility floor plan.

Collaboration with DJJ Staff:

The selected provider will be expected to establish and maintain strong working relationships with DJJ staff to ensure appropriate intervention targets and services are selected for youth and families, that timely initiation of services is accomplished and that responsivity barriers are mitigated with ongoing collaboration and communication with DJJ staff. The selected provider shall ensure that program non-compliance and program

failure are managed through graduated sanctions in collaboration with CSU staff and not through program discharge without the agreement of DJJ.

Reporting Requirements

1) Progress Reports:

The selected provider shall submit written monthly progress reports to the Parole Officer and Regional Service Coordinator (RSC). Monthly youth progress reports shall be due within five days following the end of each month of service according to posted schedule. A universal template for monthly summaries is required and all monthly youth progress reports shall include:

- Progress towards the identified measurable goals and objectives listed in the Youth's Individualized Service Plan and revisions made
- Specific updates related to the referral reasons identified at time of referral
- Dates of Services, length of sessions/dosage, and modality
- YASI risk factors addressed and progress made on items within the domains of the YASI
- Assessment of level of family engagement partnership, including specific strategies and activities
- Completion date or anticipated completion of each goal
- Youth Information including: youth name, DJJ#, referring PO, CSU and locality,
- Service Information including: service authorized, service start date, authorization information, and specific activities and strategies utilized
- Information about educational enrollment and progress
- Information about employment status, employment or vocational training, licenses/certifications, and progress
- Agency Information including: agency name, person completing the report, credentials

2) Discharge Summary:

The selected provider shall submit a written discharge summary within 20 days of termination of services to the parole officer, and Regional Service Coordinators. RSC's will be expected to ensure compliance with deadlines, and will aggregate these reports for overall programmatic reviews regularly. The discharge summary report shall include:

- Status of discharge
- Overall progress made toward the identified individualized measurable objectives
- Status of Outcome Measures
- Recommendations

3) Quarterly and Annual Reports:

The selected provider will work collaboratively with the Regional Service Coordinator (RSC) to submit quarterly and annual reports on the program overall, using required report templates. The reports shall reflect the effectiveness and outcomes of interventions. Performance areas to be addressed shall include, but not be limited to the following:

- Serious Incident Reports, including any AWOLs
- Aggregate data on successful and unsuccessful completions
- Average length of stay
- Number of youth who substantially completed case plan goals
- Number of youth who participated educational services or completed educational attainments
- Number of youth who participated in higher education or vocational training.
- Number of serious incidents that follow DJJ's serious incident reporting policy and procedure

- Number of intervention / treatment hours delivered to each youth
- Certifications for evidence-based trainings (individual and program certifications)
- Reports specific to performance measurement.

4) **Quality Assurance:**

The selected provider will be required to track a variety of performance measures and to report those measures to the Regional Service Coordinator (RSC) and DJJ at regular intervals. Performance measures will be used to ensure the program and all included interventions are delivered with fidelity to evidence-based principles and practices, as well as to assess program delivery processes, outputs and outcomes. The RSC will assist the selected provider in developing a continuous quality improvement plan, monitoring progress toward goals and (when necessary) developing corrective action and quality improvement plans. Plans should identify persons responsible and timelines for completion. Specific performance measures should be identified in the respondent's proposal and will vary with the types of interventions provided and must include adherence to DJJ policies relevant to the service provided.

III. **Proposal Instructions**

Instructions:

Proposals in response to this RFP must be emailed to AMIkids using the following email address: virginiaseservices@amikids.org no later than 11:59 pm EST on **June 9, 2023**. All documents must meet the specifications below and must be submitted in PDF format. Late submissions will not be accepted. Mailed, faxed, and/or hand-delivered copies will not be accepted.

Inquiries regarding this solicitation may be submitted to (VirginiaServices@amikids.org) prior to 5:00pm EST **May 14, 2023**. All inquiries must be submitted in writing. AMIkids will publish answers to all inquiries on or about **May 24, 2023** at (www.amikidsvirginia.org).

Program Narrative:

Interested applicants must submit a program narrative that presents a detailed description of the proposed model of service delivery that will provide stable housing for targeted youth leaving DJJ commitment. The narrative must be submitted with 1" margins, size 12-point Times New Roman font. The narrative must not exceed 50 pages. Required attachments specified elsewhere are excluded from the page count.

The narrative must include the following information using the headers listed:

1. Organizational History, Capacity, and Experience

Provide a detailed description of the company and company's history. Include an overview of the Respondent's capacity and experience including relevant experience providing residential services or similar services to a similar population. Include information about experience with state licensing guidelines (e.g., VADSS, DBHDS) and current licensing status. If the organization is new to residential services, describe your capacity and capability to deliver the services and your plan to be fully competent and functioning as a service provider by the time of contract execution. Describe the organization's knowledge of and experience working with youth involved in the juvenile justice system, as well as experience working with youth transitioning from residential and correctional settings. Include a description of current community partnerships, as well as the organization's plan for leveraging a network of partner organizations. Provide any past or existing experience in working with DJJ Court Service Units. Preference will be given to SWaM certified providers.

2. Staffing Plan, and Organizational Oversight

Describe the administrative management and staffing supervision structure of the Provider as it relates to the operation of these services. List the names, titles, credentials, qualifications, and experience of

all personnel to be assigned to the project, their role within the project, and duties that the position will perform. Provide an organizational chart, identifying key personnel/positions that will have management. Include a detailed plan for hiring qualified staff, to include the process for recruiting. Include a list of position types (e.g., case manager, program coordinator), staff to youth ratios, minimum qualifications and credentials for each position, and willingness to receive and comply with VADJJ training requirements.

Note: All staff must undergo and pass necessary background checks. Please include a plan to conduct annual background checks on new and existing staff and a detailed plan for training program staff and mentors to work with this challenging population. Include the types and frequency of trainings.

3. Program Components and Service Delivery

In addition to the narrative description, the proposal must include a visual description of the program in the form of a logic model. The logic model visual shall include program components, intervention strategies, targets, short term outcomes and long-term outcomes. A sample Residential Logic Model is include in Appendix C.

Describe specific plans for the proposed residential program, and how the program will incorporate and adhere to evidence-based practices and principles. Describe what services will be provided, when services will be provided, who will provide services, how services will be provided, and proposed frequency, duration and dosage of each component. Include a thorough description of all available services and program components to include: assessments (completed by or with the youth), treatment and skill-based interventions provided to the youth, including both individual and group-based interventions offered). If a specific curriculum or model is utilized, provide a description and any information that supports the effectiveness of the model or approach. Explain any workforce specific interventions provided, linkages to employment and work readiness programs and the plan to transition youth to long-term career opportunities and natural supports within the community. Include a detailed description of career, vocational and/or work-readiness activities including plans to continue workforce trainings initiated during commitment and/or to transition youth to employment relevant to certifications received while in commitment. Consider interventions and/or strategies to support temporary and long-term transportation needs (for employment, classes, therapy, home visits, etc.). Explain how incentives/sanctions will be utilized, what specific types of incentives and sanctions will be utilized and how they will be incorporated into program. Indicate in the proposal the plan for completing any assessments or youth interviews prior to a youth's release from commitment (at Bon Air Juvenile Correctional Center, a local CPP Program or virtually). Agency should have a clear nutrition plan and explain how meals will be purchased and prepared.

4. Target Population

Explain the target population and a description of any exclusionary criteria or excluded populations. If your program will offer services to meet the needs of specialized populations, include a description here. Elaborate on interventions and/or strategies to address risk and responsivity barriers within phases of the program; these may include motivation, developmental levels, and language barriers. These must also include plans for meeting the needs of undocumented youth and also youth in need of additional treatment.

5. Facility Description and Location

Include the location and address in which the program facility will be located. Provide description of the area/neighborhood in which program facility will be located. Describe the proposed housing facility to include: structure, community, location, number of youth to be served and room capacity. Include facility site plans, photos, and floor plan including square footage. Priority will be given to Respondents who can provide residential services in the geographical area(s) identified by DJJ as priority (e.g., outside of the Richmond metro area in either Roanoke, Charlottesville or Lynchburg). Attach a valid *Certificate of Occupancy and information about zoning*.

6. Program Evaluation & Performance Outcomes

Describe the methods to evaluate the program or service and determine success, including program or service goals and objectives. Explain how the program or service will collect and track data. Provide a copy of any prior program evaluations as applicable. Provide a copy of proposed Performance Measures for the program.

7. Start-up Plan and Timeline

Provide an implementation plan, inclusive of a timeline, to ensure successful startup and operation of the program or service, or the inclusion of youth served through this contract into existing programs. Explain how timely services are able to begin (Note: DJJ expects services and programs to start within 60 days of contract award and for providers to initiate services within 5 days of receipt of a referral).

8. Program Budget:

Provide a detailed description of the rates for your services and a budget, and budget narrative that describes expected costs and the methodology used for calculating your per diem rates.

Funding: Funding for this project will be provided in two separate formats.

- A. Startup costs: All startup costs must be encumbered and spent prior to December 31, 2023. Provide a detailed budget and budget narrative describing costs related to start up. Startup costs may include:

- furniture
- appliances
- security related equipment
- computers and related equipment
- supplies and other expenses
- youth incentives
- Staff Training
- Staff salaries during training prior to program start

- B. Operational Costs: Placements will begin by November 1, 2023. Provide comprehensive daily cost to include filled and unfilled bed rates per bed/per youth. See Appendix B.

Costs that should be considered and incorporated when calculating operational costs and rates include:

- Staff Training
- Staff Salaries/Wages
- Youth Incentives (such as cell phones)
- Program Supplies
- Program Equipment
- Facility Costs
- Cost to support transportation (funds cannot be used to purchase vehicles). Allowable costs may include fuel, maintenance, and driver wages.
- Stipends to youth participants (if any)

Eligibility: Not-for-profit, public, and private for-profit youth-serving agencies may respond to this RFP. Though experience is not required to make application, preference will be given to those organizations with experience and a track record of success in providing similar services.

Time Frames and Initial Period of Contract: Service initiation is expected to begin within eighty (80) days of contract award and contract is expected to be made on or about August 1, 2023. The initial contract period is through the end of fiscal year 2024 (June 30, 2024), with annual options to renew for three successive one-year periods. Continued contracting is contingent upon (1) on-going needs of DJJ as demonstrated by referral

volume, (2) ability of the Respondent to effectively provide services, and (3) ability of Respondent Offeror to meet all contract terms including quality service delivery, submission of required reports, submission of data, tracking of identified performance measures, as well as the on-going availability of DJJ funding.

Required Attachments:

1. Cover letter, signed by an authorized representative of the organization, and including the contact information for the Respondent
2. Facility address, site plans, floor plans, and photographs, including square footage.
3. Certificate of Occupancy
4. Organizational chart for the proposed program
5. Proposed staffing pattern, job descriptions and required credentials for each proposed position
6. Program's proposed daily schedule (including, programming, activities and meals)
7. Organization's most recent financial statements
8. Start-up Budget
9. Program Budget including per diem rate
10. Budget narrative, justifying all start-up and program expenses and indicating any leveraged resources or matching funds
11. Logic Model (visual / graphical description of program)

Proposal Evaluation Criteria and Selection Process

Proposals will be selected for contract negotiation based on clearly stated criteria. Evaluation of proposals received will be conducted comprehensively, fairly and impartially. An evaluation committee of designated reviewers shall review and evaluate proposals. Structured quantitative scoring methods will be used to maximize the objectivity of the evaluation. (See Appendix for list of rating criteria, points and scoring form). The review team will also set up a site visit to view the proposed Transitional Living Facility.

All award decisions are final and not subject to challenge. Contract awards are subject to review by the Department of Juvenile Justice to determine the applicant's ability to provide, and sustain, an acceptable level of performance. The final award will be subject to the availability of funds.

Questions regarding the RFP must be in writing and submitted in electronic format to: VirginiaServices@amikids.org Questions regarding the Request for Proposals will be answered in electronic format. The deadline for questions is by 5pm EST on May 8, 2023. All questions will receive a written e-mail response with a copy to all prospective bidders by 5pm EST on May 22, 2023 and posted on both RSC websites: <https://evidencebasedassociates.com/virginia-service-coordination/> and www.amikidsvirginia.org

Key Dates:

May 1	RFP Published
May 8	Written Questions due, 5pm EST
May 15	Pre-Proposal Conference, 11:00 am
May 22	Anticipated date that answers to questions will be published
June 9	Proposals Due by 5pm, EST
June 10 – July 16	Proposal Scoring; RSC / DJJ team performs site visits to proposed sites of finalists

August 1	Anticipated Date of Contract Award
August 1 – October 31	Program Planning, Training and Implementation
November 1	Placements Begin

Reserved Rights

- A. AMLkids reserves the right to modify non-material terms of the RFP prior to execution of the Contract resulting from this RFP, when such modification is determined to be in the best interest of the Commonwealth of Virginia. Before award, the AMLkids reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all Respondents deemed eligible for Contract award. Failure to provide the requested information may result in rejection of the Reply.
- B. AMLkids reserves the right to withdraw (cancel) the RFP at any time, including after an award is made, when to do so would be in the best interest of the Commonwealth of Virginia and by doing so assumes no liability to any vendor.
- C. AMLkids reserves the right, after posting notice thereof, to withdraw (cancel) or amend its Notice of Award and reopen negotiations with any Respondent at any time prior to execution of a Contract.
- D. AMLkids reserves the right to inspect, investigate and rely on Information. In ranking replies for negotiation and in making a final selection, AMLkids reserves the right to inspect a prospective Respondent's facilities and operations, to investigate any Respondent representations and to rely on information about a Respondent in the Department's records or known to its personnel.

Attachments:

- Appendix A: Proposal Evaluation Tool
- Appendix B: Price Sheet
- Appendix C: Sample Residential Logic Model
- Appendix D: AMLkids Subcontractor Agreement

APPENDIX A

AMlkids VA DSP Proposal Evaluation Transitional Living RFP

Agency Name: _____ Review Date: _____

Program Name: _____ Total Score: _____

Reviewer Name: _____

Definition of Rating Categories and Scores

Exceptional: The proposal is extremely detailed and exceeds all technical requirements and expectations. (5 Points)

Adequate: The proposal includes sufficient detail and meets minimum requirements and expectations. (3 Points)

Poor: The proposal is generally responsive but does not meet all minimum requirements, or does not include sufficient detail to determine if minimum requirements have been met. (1 Point)

Non-Responsive: The proposal is not responsive in addressing proposal requirements and expectations. (0 Points)

Organizational History, Capacity, and Experience (up to 15 points)

The agency has experience providing service(s) with court involved youth.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The agency has experience providing residential programming.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

This agency is SWaM Certified

5 Yes 0 No

Staffing Plan and Organizational Oversight (up to 30 points)

The agency clearly demonstrates the organizational structure and management experience needed to effectively deliver the proposed service.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes an organization chart identifying key personnel.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes staffing information that clearly outlines staff positions, roles, duties, credentials, qualifications.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes detailed training requirements for staff and willingness to comply with Virginia DJJ training requirements.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal identifies staff designated to deliver services and provides verification of their individual qualifications specific to the services to be delivered.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes a clear outline of supervision, ratio, and requirement for 24-hour supervision.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

Program Components and Service Delivery (up to 60 points)

The proposal clearly describes the minimum required services and interventions to be provided as well as the frequency, duration and dosage by which those services will be delivered.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal incorporates Evidence Based Practices and Principles.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes a clear description of how dosage of services will be matched with individual risk and needs.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes a clear description of skill building activities that are designed to work with the identified population.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes a clear description of how program will engage natural supports such as family or other support systems.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes a detailed description of discharge/transition planning process.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes a detailed description of career, vocational and/or work-readiness activities including plans to continue workforce trainings initiated during commitment and/or transition youth to employment relevant to certifications received while in commitment.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes a logic model with program components, interventions, targets and outcomes.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

Agency has a clear nutrition plan and how meals will be purchased and prepared.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes a detailed description of how they will address transportation needs.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes a detailed description of incentive and sanction programs and processes.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes a detailed description of how they assist youth with budgeting and preparing for financial independence.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

Target Population (up to 20 points)

The proposal includes a clear definition of program admission criteria and exclusionary criteria.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal clearly describes the type of population to be served based on level of risk and individual needs.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal clearly describes interventions and strategies that are effective meeting needs of this specialized population and reduce barriers.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The Agency is able to accept hard to place youth and has experience working with this population.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

Facility Description & Location (up to 25 points)

The proposal includes a valid Certificate of Occupancy

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The facility is appropriately sited and designed based on the risk level and treatment needs of the population to be served.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The facility has the capacity to house at minimum 8 youth, with a minimum of one single occupancy room and the rest double-occupancy rooms.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The facility is located in one of the priority geographical areas (Roanoke, Charlottesville, Lynchburg).

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes facility site plans, photos, and floor plan including square footage.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

Program Evaluation & Performance Outcomes (up to 10 points)

The proposal identifies criteria for evaluating program effectiveness as well as expected performance outcomes.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The agency demonstrates a history of producing favorable outcomes related to individual youth outcomes as well as recidivism.

5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

Start-up Plan and Timeline (up to 20 points)

The proposal includes a detailed implementation/startup plan.

- 5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes a detailed plan for hiring qualified staff.

- 5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

This agency has an existing housing structure identified and available for a June 2023 site visit and will be operational by placement date identified in RFP.

- 5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The start-up plan meets DJJ timeline of outlined in RFP with placements beginning November 1, 2023.

- 5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

Program Budget (up to 20 points)

The proposal includes a clearly defined budget that meets the requirements of the RFP.

- 5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposed per diem rate is reasonable and necessary based on the type, and level, of services provided.

- 5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposed start-up costs are reasonable and necessary.

- 5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

The proposal includes a detailed start-up budget narrative that describes all costs related to start up.

- 5 Exceptional 3 Adequate 1 Poor 0 Non-Responsive

APPENDIX B

PRICE SHEET

In this table, Providers shall complete all cells:

Indicate the per diem (to two (2) decimal places) for Residential Transitional Living Program

SERVICE TYPE	NUMBER OF SLOTS	UNFILLED BED PER DIEM	FILLED BED PER DIEM	TOTAL ANNUALIZED COST (OPERATING AT MAXIMUM CAPACITY)
Residential Transitional Living Program				

PROPOSED START UP COSTS			
ITEM(S)	QUANTITY	COST PER ITEM(S)	
TOTAL			\$

By submission of and signature on this form, the prospective Respondent agrees to all terms and conditions of this RFP and commits the prospective Respondent to the prices stated.

NAME:	
Title:	
COMPANY:	
E-MAIL ADDRESS:	
TELEPHONE NUMBER:	
SIGNATURE:	
DATE	

Appendix C

Sample Residential Logic Model

Residential Program				
Services for youth with emotional and behavioral challenges, provided in a residential setting. Specific services are designed to address educational, behavioral and social needs identified in a jointly developed Individual treatment plan. Service will provide structure for daily activities, psycho-education, supervision, planned therapeutic interventions, and mental health care to stabilize and transition youth back into their home community.				
Program Components	Intervention Strategies	Targets	Immediate Outcomes	Long Term Outcomes
<ul style="list-style-type: none"> • Care Coordination • Individual and Group Therapy • Structured Program of Care/ Daily Milieu • Nutrition • Staff Supervision and Intervention • Health care Procedures • Family Engagement • Behavior Support • Behavior Interventions • Life Skills • Treatment Team Meetings 	<ul style="list-style-type: none"> • Initial Plan of Care • Case Management • Staff Ratio • Weekly Group therapy • Individual therapy sessions • Use of various treatment Modalities (i.e. CBT, DBT) • Level System • Medical Oversight: Access to medical care and coordination • Crisis Intervention techniques • Educational Services (or access to education program) • Nutrition, fitness and health programming • Social Skills training 	<ul style="list-style-type: none"> • Mental, emotional, and behavioral disorders • Addresses responsivity barriers • Decrease Risk Factors • Develop Impulse-Control Skills • Attend School • Pro-social community ties • Maintain Sobriety • Increase Protective Factors • Tolerance for Frustration • Develop skills to address Conflict • Accept responsibility for I Behavior • Understand Impact of Behavior on Others • Willingness to Make Amends • Show Respect for Authority Figures • Develop Consequential Thinking Skills • Increase goal and problem-solving Skills • Interpersonal Skills 	<ul style="list-style-type: none"> • Treatment Completion • Stabilize referral behaviors • Placement stability • Sobriety • Engage family in services • Develop and pursue treatment goals 	<ul style="list-style-type: none"> • Fewer days out of the home • Improved Pro-Social Behavior • Decreased behavioral Challenges • Sobriety/ Decreased Substance use • Improved Mental Health • Reduce delinquency

Can create your own or template can be found at www.amikidsvirginia.org

Click on: Documents – Link to Documents for Virginia Service Providers – Fillable Forms – Blank Logic Model for DSPs

https://view.officeapps.live.com/op/view.aspx?src=http%3A%2F%2Famikids.org%2Fdocs%2Fdefault-source%2Fvirginia-service-providers%2Flogic-model-blank-for-dsps.pptx%3Fsfvrsn%3D253f0763_0&wdOrigin=BROWSELINK

Appendix D

Sample AMIkids Direct Service Provider Sub-Contractor Agreement

Subcontractor Agreement ID (2023)

This SUBCONTRACTOR AGREEMENT (this “Agreement”), effective on _____ (the “Effective Date”), is made by and between AMIkids, Inc. (“Regional Service Coordinator” or “RSC”), located at 5915 Benjamin Center Drive, Tampa, Florida, 33634 and _____. (“Direct Service Provider” or “DSP”), located at _____. RSC and DSP are referred to collectively as “Parties” and individually as a “Party”.

WHEREAS, RSC has contracted with the Commonwealth of Virginia Department of Juvenile Justice (“the Commonwealth”) to oversee the development, delivery and monitoring of performance management of a continuum of treatment services in residential and community settings for DJJ-involved youth, their families and their community supports;

WHEREAS, the purpose of this Agreement is to enable youth to achieve positive life outcomes as evidenced by a range of indicators including engagement in school work; a safe stable living situation; and abstinence from delinquent or criminal behavior;

WHEREAS, the expected outcome of the Services under this Agreement is the prevention or reduction of juvenile re-offending and a reduction in the number of youth being referred for juvenile commitment or residential services;

WHEREAS, DSP is a provider of community-based and/or residential services to Virginia DJJ-involved youth in Virginia; and

WHEREAS, RSC seeks to engage DSP to provide Services, as defined herein, and DSP does hereby agree to perform such Services, pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated as integral parts of this Agreement and not as mere recitals hereto, the agreements of the parties specified herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

A. Definitions.

- a. **CSU.** Court Service Unit in the Commonwealth.
- b. **DJJ-Involved Youth (Youth).** Court-involved youth and their families involved at various stages of the Juvenile Justice system. These youth, including males and females ages 13-20, may be committed to DJJ’s custody or may be on DJJ community supervision (including probation or parole). Youth eligible for services will be driven by risk to re-offend and criminogenic needs. Youth and families will require services across the breadth and depth of the Commonwealth and services will be delivered in close geographical proximity to where the youth and families reside.
Youth referred for these services demonstrate various levels of criminogenic risk to reoffend and

commonly display the following behaviors and needs:

- Criminal history and propensity to commit crimes
- History of running away from home, foster care, and/or residential placements
- History of association with anti-social companions (e.g.: favorable attitudes towards violence, dishonesty, and rule breaking)
- Antisocial personality such as impulsivity, poor emotional regulation and inadequate decision making skills
- History of low family affection/history of poor supervision
- History of substance abuse
- History of self-destructive behavior
- History of mental health diagnoses (such as post-traumatic stress disorder, depression, Oppositional Defiance Disorder, and Attention Deficit Hyperactivity Disorder)
- Low or limited functioning youth
- History of poor school performance
- Lower levels of job readiness and independent living skills
- Need for focused intensive transition and community reintegration services
- History of trauma and exposure to violence
- Limited parenting skills

- c. **Intellectual Property Rights.** Intellectual property rights or similar proprietary rights, including (a) patent rights and utility models, (b) copyrights and database rights, (c) trademarks, trade names, domain names and trade dress and the goodwill associated therewith, (d) trade secrets, (e) mask works, and (f) industrial design rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.
- d. **Performance Measures.** Standards developed by RSC by which DSPs will be evaluated during the Term of this Agreement. (Appendix C)
- e. **PO.** Parole Officer or Probation Officer for DJJ-Involved Youth.
- f. **Termination Date.** The date upon which the Agreement is terminated by one or both parties, or the date upon which the Agreement ends pursuant to its terms without any action by either Party.
- g. **Contested Charges.** Charges which appear to be invalid, disallowed, or unreasonable.
- B. **Terms and Conditions.** Additional terms and conditions of this Subcontractor Agreement are set forth in Exhibit 1 (“DSP’s RFQ Response”), Appendix A (“Service Descriptions”), Appendix B (“Fee Schedule”), Appendix C (Performance Measures), Appendix D (the “General Terms and Conditions”), Appendix E (the “Special Terms and Conditions”), Appendix F (the “Confidentiality Agreement”), Appendices G-I (DJJ Standard Operation Procedures (SOP) re: Non-Security Dress Code, Code of Conduct, and PREA Standards, if applicable) Appendix J (Direct Care/Commitment Direct Service Provider Incident Report & Service Provider and Local Partner Incident Report for Youth not in Direct Care Status). The aforementioned appendices and exhibits are fully

incorporated into and made a part of this Subcontractor Agreement by this reference as if fully set forth herein. This Subcontractor Agreement and all appendices and exhibits hereto are referred to collectively as this "Agreement." In the event of a conflict between Exhibit 1 and this Subcontractor Agreement or any Appendix, the Subcontractor Agreement or Appendix shall govern. All capitalized terms used in this Subcontractor Agreement and not defined herein have the meanings set forth in the General Terms and Conditions. By signing below, DSP hereby acknowledges DSP's receipt of all documents referenced above.

C. **Services.** DJJ-Involved Youth require services provided within a continuum of care associated with a variety of custodial and community settings, including, at least initially, short and long term residential settings, community-based alternatives to custody, and evidence-based and best practices types of intervention designed to enhance public safety and meet the needs of the involved youth and families. Appendix A, ("Service Descriptions"), includes a comprehensive list of all services that a service provider may provide to DJJ-Involved Youth. DSP agrees to provide those services for which a fee is indicated in Appendix B ("Fee Schedule") in accordance with the criteria for such Services set forth in Appendix A, DSP's response to the RFQ attached hereto as Exhibit 1, and all other terms and conditions set forth herein. DSP shall meet all requirements for documentation, delivery of Services, and reporting timelines, as identified herein and by the appropriate licensing body for that Service. 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. This Agreement shall not in any way be considered a guarantee by the RSC to the DSP that any Youth will be referred to the DSP.

a. **Service Limits.** Services under this Agreement shall be limited to Youth, including males and females (and their families), typically ages 13-20, who are involved at various stages of Virginia's Juvenile Justice System.

b. **Service Location.** Youth and their families who are served under this Agreement will require Services across the Commonwealth, but Services *must* be delivered in close geographical proximity to where the Youth and families reside. DSP is required to serve any and all Youth who are appropriate for services and are appropriately referred.

c. **Dosage Guidelines.** Generally, dosage refers to the amount of programming or treatment a Youth and family receive. Frequency, duration, intensity, and engagement all impact dosage considerations. DSP will adhere to general dosage guidelines, supported by the following emerging and developing research:

- Low risk participants will receive fewer than 100 hours of CBI-based treatment, and only in identified need areas
- Moderate risk participants will receive 100-150 hours of CBI-based treatment
- High risk participants will receive 200-250+hours of CBI-based treatment

Specifically, DSP, in conjunction with the RSC and DJJ, will establish a monthly minimum number of qualifying program hours per Youth and will track program participation for each Youth. Interventions that are considered in this dosage calculation must include specific targeting of criminogenic needs and delivery methods that are Evidence-Informed (Cognitive Behavioral, social skill building, anger control and emotional regulation skills) and conducted in the context of social learning theory. Structured time absent these qualifications, are not to be considered in the dosage calculations.

D. **Reporting Requirements.**

- a. Evaluation and Assessments. The DSP shall complete evaluations and/or assessments and submit the written report to the RSC and PO two weeks prior to the Youth's scheduled court date unless otherwise agreed upon by the RSC or PO. If the DSP is unable to complete the evaluation or assessment in that timeframe, DSP will notify the PO and RSC immediately. The completed report is required for payment for Services.

- b. Monthly Summary Reporting. For Clinical and Behavioral Interventions, Residential Programming and Ancillary Services, the DSP shall submit Youth Monthly Summaries to their RSC, PO and CSU. Monthly Summaries shall be due by end of business day on the 5th of the month each month. If the 5th falls on a Saturday, due on the 4th. If the 5th falls on a Sunday, due on the 6th. The Monthly Summaries shall include:
 - i. Progress towards the identified measurable goals and objectives listed in the Youth's Individualized Service Plan and revisions made
 - ii. Specific updates related to the referral reasons identified at time of referral
 - iii. Dates of Services, length of sessions/dosage, and modality
 - iv. YASI risk factors addressed and progress made on items within the domains of the YASI
 - v. Assessment of level of family engagement partnership, including specific strategies and activities
 - vi. Completion date or anticipated completion of each goal
 - vii. Youth Information including: youth name, DJJ#, referring PO, CSU and locality,
 - viii. Service Information including: service authorized, service start date, authorization information, and specific activities and strategies utilized
 - ix. Agency Information including: agency name, person completing the report, credentials

- c. Discharge Reporting. The DSP shall submit a final cumulative individual progress report / written discharge summary for each youth with the final invoice. The Discharge Summary will but not necessarily limited to include:
 - i. Discharge Type
 - ii. Reason for discharge
 - iii. Overall progress made toward the identified measurable goals
 - iv. Overall progress made on items within the domains of the YASI
 - v. Overall protective factors at time of program/service completion
 - vi. Recommendations
 - vii. Status of identified Outcome Measures

- d. DSP Agency Progress Reports- The RSC will work collaboratively with each DSP to submit quarterly and annual agency progress reports, as requested. These reports should include a combination of qualitative and quantitative elements. A standardized template for DSP agency progress reports may be required and subject to the approval of the RSC and of DJJ. The DSP agency progress report should include but not limited to the following: :
 - i. Summary utilization data
 - ii. Summary of results of any self-audits, compliance audits, quality assurance reviews
 - iii. Summary of effectiveness of services and outcomes
 - iv. Summary of continuous quality improvement efforts and performance improvement plans
 - v. Summaries of completion status and treatment dosage goals (aggregate population)
 - vi. Summaries of serious incidents
 - vii. Summary of significant staff development events

- viii. Attachment of quality assurance and/or fidelity reviews by EBP model proprietors
 - ix. Attachment of reviews and reports prepared by licensing bodies
 - x. Performance Measures
- e. **Incident Reporting.** Subcontractor shall adhere to the final revised DSP Incident Report Form(s) and Process as approved by DJJ. The final forms and protocols will be included in the “Quality Assurance and Monitoring Plan for Direct Service Providers.” Protocols and Forms will differ for youth in Direct Care status.
See Appendix J: Direct Care/Commitment Direct Service Provider Incident Report & Service Provider and Local Partner Incident Report for Youth not in Direct Care Status

Electronic Records. All juvenile records and data, including electronic records, shall be maintained securely using means approved by DJJ Research and Information Services. The DSP shall ensure that all of their employees comply with the Commonwealth’s Information Security Standard (aka SEC-501) for all information technology associated with the handling of sensitive data and information of the Department. This Includes but is not limited to the use of an approved encryption product for sending email. The Commonwealth of Virginia uses Virtru encrypted e-mail. The use of any other alternative encryption software by DSPs will require approval by the DJJ IT Information Security Officer (ISO)

The current version of the Commonwealth’s Information Security Standard can be found at <https://www.vita.virginia.gov/policy--governance/itrm-policies-standards/>

Variance, or non-compliance with this or the DJJ Information Security Program shall only occur with the approval of the DJJ Information Security Officer (ISO) and the DJJ Director.

- E. **Performance Measures.** Performance measures for DSP will be used to ensure programs/services are delivered with fidelity to evidence-based principles and models, and assess service delivery processes, outputs, efficiencies and outcomes. RSC shall be responsible for assisting DSP in creating quality improvement plans (and when necessary corrective action plans), and monitoring progress toward continuous quality improvement goals. DSP’s delivery of Services shall be evaluated against the Performance Measures set forth in Appendix C..
- F. **Monitoring and Oversight.** RSC shall, as a condition of its contract with the Commonwealth, monitor and oversee the delivery of Services. DSP shall cooperate with RSC by providing any requested records, reports, or documentation related to achievement of the Performance Measures (including reports to POs) in a timely manner. Timeliness of reports shall be determined in the sole discretion of the RSC.
- G. **Fees.** RSC shall pay to DSP the fees set forth in Appendix B in consideration for the delivery of applicable Services, for the Term set forth herein, in accordance with the terms of this Agreement. Initial rates for new DSPs and/or for new services for existing DSPs shall be established in collaboration with VA DJJ. DSPs shall not charge DJJ higher rates than rates charged to other government agencies and funders (e.g. Medicaid, OCS/CSA, DSS, etc.) for the same service. Rates may be increased at time of renewal subject to CPI and approval by DJJ.
- H. **Expenses.** RSC shall not reimburse DSP for any expenses unless such expenses are approved in advance, in writing, by RSC. See Billing Process/Payment section of this Agreement.

- I. **Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, or (iv) overnight mail, addressed to the Party to be notified at the following address or to such other address as such Party shall specify by like notice hereunder:
- a. **RSC**
AMIkids, Inc.

With a copy to:
 - b. **DSP**
- J. **Contract Managers.** Listed below are the Contract Managers for the respective parties. Communication regarding the Services to be delivered pursuant to this Agreement shall be directed to the Contract Manager for the respective party.
- a. **AMIkids, Inc.**
 - b. **DSP Legal Name**
- K. **Term.** The Term of this Agreement shall include the Initial Term and all Renewal Terms, and shall end upon the expiration or termination of the Initial or then current Renewal Term, as described in the Terms and Conditions. The Initial Term and each Renewal Term shall be considered included within the “Term” for purposes of this Agreement.
- a. **Initial Term.** Unless terminated earlier as set forth in the Terms and Conditions, the initial term (the “Initial Term”) of this Agreement shall commence on the “Effective Date” and end on June 30, 2025, unless earlier terminated according to the Special Terms and Conditions.
 - b. **Renewal Term.** Subject to the terms and conditions of this Agreement, this Agreement shall renew for up to three successive one (1) year terms (“Renewal Terms”) unless either party gives notice of non-renewal to the other at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term. Exercise of the renewal option is at the RSC’s sole discretion and shall be contingent, at a minimum, upon satisfactory performance and subject to the availability of funds. Any renewal term may not exceed the term of the RSC contract with VADJJ.

[Signature page follows]

General Terms and Conditions

- I. **ANTI-DISCRIMINATION:** DSP represents and warrants to the RSC that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*.
 - A. If the DSP is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to a contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia, § 2.2-4343.1E*).
 - B. The DSP will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The DSP agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - C. The DSP, in all solicitations or advertisements for employees placed by or on behalf of the DSP, will state that such DSP is an equal opportunity employer.
 - D. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- II. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the RSC, the DSP certifies that the DSP does not, and shall not, during the performance of the contract for services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- III. **DEBARMENT STATUS:** The DSP represents and warrants that it is not currently debarred by the Commonwealth of Virginia from providing services covered by this Agreement. DSP further certifies that it is not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- IV. **INSURANCE:** DSP shall, at minimum, have the following types and amounts of insurance coverage. DSP represents and warrants that it will maintain any applicable insurance coverage during the entire Term and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Prior to the Effective Date, DSP shall provide RSC with an insurance certificate evidencing the coverage and limits required under this Agreement. DSP shall provide at least thirty (30) days prior written notice to

RSC before any material alteration of coverage may take effect. Failure of the DSP to obtain and maintain such insurance shall be a breach of this Agreement, for which the RSC shall have the right immediately to terminate this Agreement.

- A. Workers' Compensation. Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. If DSP fails to notify the RSC and the Commonwealth of increases in the number of employees that change its workers' compensation requirements under the Code of Virginia during the course of the contract, DSP shall be deemed in material breach of the Agreement. (**Only required if DSP has three or more employees)
 - B. Employer's Liability. \$100,000.
 - C. Commercial General Liability. Purchased on an Occurrence Basis of at least \$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 the RSC must be named as an additional insured and so endorsed on the policy.
 - D. Automobile Liability. \$1,000,000 combined single limit. DSP must assure that the required coverage is maintained by the DSP (or third party owner of such motor vehicle). The Commonwealth of Virginia and the RSC must be named as an additional insured and so endorsed on the policy.
 - E. Professional Liability. Purchased on an Occurrence Basis of at least \$2,550,000 per occurrence, \$4,250,000 aggregate or such other amounts that are at least the applicable maximum amount that can be recovered per claim under the applicable section of the Virginia Code (currently 8.01-581.15). Professional Liability coverage is to include Nurse, Medical and Mental Healthcare Professional, Teacher and Social Services Professional coverages. The Commonwealth of Virginia and the RSC must be named as an additional insured and so endorsed on the policy.
 - F. Abuse & Molestation Liability (Sexual Misconduct Liability). Purchased on an Occurrence Basis of at least \$1,000,000 per occurrence, \$1,000,000 aggregate. The Commonwealth of Virginia and the RSC must be named as an additional insured and so endorsed on the policy.
- V. **DRUG-FREE WORKPLACE**: DSP agrees to (i) provide a drug-free workplace for the DSP's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the DSP's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the DSP that the DSP maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with this Agreement, the employees of whom are prohibited from engaging

in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- VI. **DEFAULT**. In case of failure to adequately deliver Services in accordance with this Agreement without reasonable justification, the RSC, after due oral or written notice, may procure them from other sources and hold the DSP responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the RSC may have.
- VII. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH**. If DSP is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, it shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. If DSP is a business entity described above, it shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the Term of this Agreement. RSC may void this Agreement if DSP fails to remain in compliance with the provisions of this Section.

Special Terms and Conditions

I. **COMPLIANCE WITH LAW AND POLICY.**

- a. DSP shall comply with (1) RSC's policies, procedures, and Quality Assurance Standards, and (2) all local, state, and federal laws, rules, regulations, and codes, related to the performance of Services pursuant to this Agreement.
- b. DSP and/or its employees, agents, independent contractors, and representatives ("Personnel") provided under this Agreement shall obtain any licenses, protocols, certifications, and permits necessary and appropriate or required by RSC or another local, state or federal agency, to perform Services pursuant to this Agreement. Such licenses, protocols, certifications, and permits must be active, in good standing and up to date at all times during the Term. Prior to execution of this Agreement, DSP shall provide to the Contract Manager copies of all current licenses or certificates required for the delivery of Services.
- c. DSP shall be in accordance with all applicable laws, rules, and regulations and within their applicable scope of practice for their profession as set forth by the Department of Health Professions Board of Counseling's Regulations Governing the Practice of Professional Counseling (see Virginia Department of Health Professions - DHP <https://www.dhp.virginia.gov/> ; <https://www.dhp.virginia.gov/Counseling/leg/LPC.docx>).
- d. Any and all waivers of RSC's policies, procedures, manuals, and/or Quality Assurance standards shall be reduced to writing and signed by both Parties.

II. **AMERICANS WITH DISABILITIES ACT.** DSP shall not exclude anyone from participating in; deny anyone the proceeds or benefits of; not otherwise subject any person(s) or entities to any form of discrimination based on disability. DSP shall comply with the pertinent portion of the Americans with Disabilities Act of 1990; P.L. 101-336.

III. **SUBCONTRACTING.** DSP shall not subcontract for any of the work performed pursuant to this Agreement without the written approval of the RSC. In any subcontractor agreement, DSP must impose terms and conditions at least as stringent as those in this Agreement. Approval of subcontracts may not be construed in any way to add liability or obligations to RSC and shall not relieve DSP of its obligations under this Agreement.

IV. **CHANGING LOCATIONS.** DSP shall not change the location from which it provides Services pursuant to this Agreement without written notification to the RSC.

V. **AUDIT.** DSP shall establish and maintain a reasonable accounting system that enables the RSC to readily identify DSP's use of funds in connection with this Agreement. The DSP shall retain all books, records, timesheets, receipts, agreements, and other documents ("Records") relative to this Agreement for five (5) years after the final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The RSC, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. DSP shall provide copies of Records to RSC within seven (7) calendar days of a request by RSC.

VI. **INTELLECTUAL PROPERTY.**

- a. All inventions, works of authorship, and developments conceived, created, written, or generated by or on behalf of RSC ("IP"), whether solely or jointly, including without limitation, in connection with the Services hereunder and all intellectual property rights therein, shall be the sole and exclusive property of RSC. DSP agrees that, to the extent that the ownership of any contribution by DSP or its employees to the creation of the IP is not, by operation of law or otherwise, vested in RSC, DSP hereby assigns and agrees to assign to RSC all right, title and interest in and to such IP, including without limitation all the intellectual property rights therein, without the necessity of any further consideration.
- b. DSP agrees to execute any documents or take any actions as may reasonably be necessary, or as RSC may reasonably request, to perfect ownership of the IP. If DSP is unable or unwilling to execute any such document or take any such action, RSC may execute such document and take such action on DSP's behalf as DSP's agent and attorney-in-fact. The foregoing appointment is deemed a power coupled with an interest and is irrevocable.

VII. **BILLING PROCESS/PAYMENT.**

- a. DSP shall prepare and submit one monthly invoice organized by CSU to their respective Regional Service Coordinator (RSC) by the 5th calendar day of the month following the month in which Services were delivered. If the 5th falls on a weekend or holiday, invoices shall be submitted on the last business day prior to the 5th of **the month**. All invoices shall be submitted on a standardized AMIkids DSP Invoice Form and must contain: (A) name of youth served with DJJ number, (B) services provided, (C) dates of service, (D) units per service, and (E) the service charge per service unit (F) Service Start date (G) CSU billed with PO name.
- b. DSP shall prepare and submit Youth Monthly Summaries to their RSC, PO and CSU in accordance with Section D(b) of the Subcontractor Agreement.
- c. RSC will prepare an invoice for monthly services bundled for each referring CSU. RSC will submit the bundled invoice to the CSU by the 5th of the month following delivery of services. If the 5th falls on a weekend or holiday, invoices shall be submitted on the last business day prior to the 5th of the month.
- d. The Regional Service Coordinator will submit a monthly invoice to DJJ's Community Programs Funding Specialist for all services verified by the CSU.
- e. DJJ Accounts Payable Unit will pay the Regional Service Coordinator within thirty (30) days of receipt of the final approved invoice.
- f. Except for Contested Charges, RSC will pay the DSP within seven (7) days of receipt of payment from DJJ.
- g. Contested Charges.
 - i. Under special circumstances in which (1) DSP provides services outside the scope of this Agreement, or (2) RSC disagrees with the charges for Services within the scope of this Agreement, payment amounts for services may differ from invoiced amounts. In such

cases, DSP shall be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be invalid, disallowed, or unreasonable (“Contested Charges”) will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached.

- ii. Upon determining that an invoice contains Contested Charges, the RSC shall promptly notify the DSP, in writing, that it has identified Contested Charges and the basis for the determination. RSC reserves the right to reduce or disallow the amount of any payment for Contested Charges.
 - iii. A DSP may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
 - h. Final Invoice. The DSP shall submit the final invoice for payment to the RSC no more than forty-five (45) calendar days after the Termination Date. If the DSP fails to submit such final invoice timely, all rights to payment are forfeited. RSC will not honor any requests submitted after the above time period.
 - i. Supplementary Expenditure. RSC, at its option and without notice to the DSP, shall have the right to make any payment or expenditure, on behalf of the DSP, in the event the DSP fails to make such payments or expenditures, and such act or failure to act jeopardizes the adequacy or availability of the Services to be provided pursuant to this Agreement. Without limitation, such expenditures by RSC may include payment for repairs affecting the life, health or safety of Youth or staff, utilities, insurance premiums, rent or mortgage payments, and claims for which liens may be attached to the DSP’s property. Any payment by RSC shall be without prejudice to any of RSC’s rights or remedies under this Agreement, at law, or in equity. All sums paid by RSC, including indirect costs incurred by RSC, pursuant to this paragraph, to bring a DSP into compliance with the terms of this Agreement, shall be immediately due and payable from the DSP. Such sums may be recovered by RSC by means of an adjustment (offset) to an invoice otherwise payable to the DSP under this Agreement. Payment of the cost described above shall not relieve DSP of the duty of full performance under this Agreement.
 - j. Availability of Funds. It is understood and agreed between the Parties herein that the RSC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Agreement.
 - k. Options. RSC has the option to modify the Agreement in the event the RSC’s needs for programming change. Any increased dosage of service or changes in services shall be evidenced by an amendment executed by both parties. Any decreased dosage of service or changes in services shall be evidenced by a written notification from RSC to DSP. The optioned services may not commence before execution of the amendment. Changes agreed to under these options may result in a change to the Maximum Contract Dollar Amount.
- VIII. **MONITORING**. RSC will conduct periodic announced and unannounced programmatic and administrative monitoring to assess the DSP’s compliance **with** this Agreement and applicable federal and state laws, rules and the RSC’s policies and procedures. RSC shall permit persons duly authorized by the RSC to inspect any records, papers, documents, electronic documents, facilities, and services of the DSP that are relevant to this Agreement, and interview any clients and employees of the DSP under such conditions as the RSC deems appropriate. Following such

inspection, the RSC will deliver to the DSP a list of its findings, including deficiencies regarding the manner in which said services are provided. The DSP shall rectify all noted deficiencies specified by the RSC within the specified period of time set forth in the RSC's monitoring report. The DSP's failure to correct these deficiencies within the time specified by the RSC may be deemed to be in breach or default, and could result in termination of this Agreement.

IX. **INVESTIGATION.** The RSC may make such reasonable investigations as deemed proper and necessary to determine the ability of the DSP to perform the Services and the DSP shall furnish to the RSC all such information and data for this purpose as may be requested. The RSC reserves the right to inspect DSP's physical facilities to satisfy questions regarding the DSP's capabilities. The RSC further reserves the right to refuse payment or to terminate this Agreement if the evidence submitted by, or investigations of, such DSP fails to satisfy the RSC that such DSP is properly qualified to carry out the obligations of this Agreement and to provide the Services contemplated therein.

X. **INSPECTION.** The RSC reserves the right to conduct any test/inspection it may deem advisable to assure services conform to the standards set out in this Agreement.

XI. **TERMINATION.**

a. **Termination by Parties.** This Agreement may be terminated by either RSC or DSP:

- i. At any time by mutual written agreement of the Parties; or
- ii. Immediately following the cancelation, termination, or expiration of the Prime Contract with the Commonwealth of Virginia DJJ, or
- iii. By RSC, for convenience, upon at least thirty (30) days prior written notice; or
- iv. Immediately upon a party's giving notice to the other party (the "Notice Party") of "just cause" to terminate this Agreement, based upon acts or omissions of the Notice Party. For this purpose, "just cause" shall include the following events or occurrences:
 1. The insolvency, appointment of a receiver, or assignment for the benefit of creditors, or the commencement or any proceedings by or against the Notice Party under bankruptcy or insolvency laws and the same is not dismissed within sixty (60) days;
 2. Any party's failure to fulfill its material obligations, representations, or warranties specified in this Agreement (including payment obligations), if such failure continues without cure for a period of thirty (30) days after notice thereof has been provided to the Notice Party;
 3. If RSC, in its sole discretion, believes that DSP has jeopardized the health, safety, or security of Youth in the care, custody, and control of the DSP or its staff.

b. Effect of Termination.

- i. Upon the termination of this Agreement, neither Party shall have further rights or obligations hereunder, except with respect to any rights or obligations accruing prior to the date and time of termination or surviving termination in accordance with the terms of this Agreement. Any compensation payable hereunder for Services furnished prior to the date of termination shall be paid in accordance with Section VII of this Agreement.
- ii. The termination provisions of this Section shall not be exclusive, but rather shall be in addition to any rights or remedies at law or in equity, or under this Agreement.
- iii. The provisions of this Agreement that require the performance of obligations by either Party after the termination of this Agreement shall survive such termination.
- iv. Unless retention of certain Confidential Records is required by this Agreement, law or regulation, upon termination of the Agreement, within thirty (30) days, all Confidential Information shall be returned to the Disclosing Party or destroyed.
- v. In the event this Agreement is terminated, DSP will work in partnership with the RSC and designated DJJ staff to provide coordination and transition services to an appropriate level of service to maintain the health and safety of any Youth receiving Services at the time of termination.

XII. **MAINTAINING A CONTINUUM OF SERVICES.** Should a Youth pose an imminent safety risk, DSP shall provide and coordinate appropriate crisis intervention and communicate closely with RSC and a designated DJJ staff. If DSP no longer desires to provide Services to a Youth, based on new behaviors or increased therapeutic needs, DSP shall give written notice to RSC and a designated DJJ staff if its desire to terminate services and a reasonable justification for doing so. Such termination shall be effective within thirty (30) days of giving written notice. Notwithstanding the above, Services may be terminated only if all pertinent parties, including the Courts, parent(s)/custodian(s), and RSC agree to such termination. If termination of Services is approved, DSP shall assist RSC in transition planning and assist, if requested, in the identification of an alternative placement option for the Youth. DSP shall ensure that program non-compliance and program failure are managed through graduated sanctions and internal referrals to alternative services within the continuum and not through program discharge without the agreement of DJJ. DSP will provide a minimum of 7 days' notice for requests for alternative services and/or placement. All graduated sanctions must be submitted and approved by the Regional Service Manager.

XIII. **DEBARMENT.** If DSP is an employer with more than an average of 50 employees for the previous 12 months and will receive compensation in excess of \$50,000 from this Agreement or an agreement with any agency of the Commonwealth to perform work or provide services, DSP shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to this Agreement or such other agreement with the Commonwealth. If DSP fails to comply with these provisions, it shall be debarred from

contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon DSP's registration and participation in the E-Verify program. If requested, DSP shall present a copy of its Maintain Company page from E-Verify to prove that it is enrolled in E-Verify.

XIV. **INDEMNIFICATION.**

- a. DSP shall indemnify, defend and hold harmless RSC and the Commonwealth of Virginia Department of Juvenile Justice against any claim that Services furnished hereunder by DSP, the content, format, or substance of which is not provided by RSC, infringe any worldwide patents, trade secrets or copyrights. DSP shall not be liable for any claim of infringement arising from DSP's conformance with specifications provided by the RSC.
- b. DSP shall indemnify, defend and hold harmless RSC and the Commonwealth of Virginia Department of Juvenile Justice, their officers, directors, employees, agents and attorneys from and against any and all claims, demands, suits, awards, fines, judgments, liabilities, costs or expenses (including attorneys' fees) arising from or related to DSP's acts or omissions, other than those acts or omissions conforming with specifications provided by RSC, including, but not limited to:
 - i. Acts, errors or omissions claims caused by DSP or any of its agents, employees, or independent contractors;
 - ii. Property damage claims caused by DSP or any of its agents, employees, or independent contractors;
 - iii. Personal bodily injury claims caused by DSP or any of its agents, employees, or independent contractors;
 - iv. Workers compensation claims made by or caused by DSP or any of its agents, employees, or independent contractors;
 - v. Automobile collision damages and injuries claims made by or caused by DSP or any of its agents, employees, or independent contractors; and
 - vi. Discrimination claims made by or caused by DSP or any of its agents, employees, or independent contractors.

XV. **DISPUTE RESOLUTION.** DSP and RSC are encouraged to resolve any issues in controversy arising from the award of a contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*), prior to seeking relief from the courts.

XVI. **SECURITY REQUIREMENTS.**

- a. If applicable, DSP shall be responsible for ensuring that all Personnel, equipment, tools and supplies/materials comply with any and all rules, regulations, and procedures of Commonwealth corrections and juvenile justice facilities. The Department of Corrections reserves the rights to deny entrance to anyone who is suspected of a breach of security or for failure to follow published rules, regulations or procedures.

- b. All Personnel entering a correctional facility will be subject to a search of their person and personal items. Such searches may be frisk searches, searches by metal detectors or searches by narcotics detected canines. In addition, all equipment, tools, supplies and materials will be subject to search or inventory at any time. Tools and materials must be carefully controlled at all times and locked when not in use. All ladders and movable lift equipment must be closely supervised when in use and brought out of the security compound when not in use.
- c. Any attempts to introduce contraband, to assist in escape, or to have unauthorized contact with the residents of the facility are prohibited and will be prosecuted under the provisions of the Code of Virginia. DSP's Personnel are prohibited from bringing into or taking out of the institution any items unless specifically approved. Any interaction between a DSP's employee and any resident which assists the prisoner to escape is a felony and will be prosecuted. DSP's Personnel may not deliver, receive or otherwise transfer any item, no matter how harmless, to or from a resident with express permission of the Warden/Superintendent or his/her designee.
- d. DSP's Personnel or representatives are limited to movement to, from and within their assigned work area. No contact is allowed with resident unless expressly approved.
- e. No person who appears to be under the influence of drugs or alcohol will be allowed entry into a correctional facility.
- f. All DSPs' Personnel must be in possession of a valid identification with a recent, clear photo in order to enter a facility.
- g. All DSPs' Personnel are required to be dressed appropriately for the duties they are performing. The DSP's Personnel shall not wear any clothing that is similar to or could be mistaken for resident clothing. Clothing that is short, tight-fitting, or revealing is not appropriate attire for a prison environment. Individuals so dressed will be asked to change their clothing or leave the facility.

XVII. **EMPLOYEE BACKGROUND CHECKS.** DSP shall be in compliance with all State laws, regulations, and licensure requirements relating to conducting criminal background checks of employees and volunteers.

DSP will ensure every person working with youth under the protection of DJJ be required to have the following background checks:

- a. A criminal history checks to include sex offender registry through a local police department, Sheriff's Department or Virginia State Police office
- b. Fingerprint checks through the Virginia State Police and Federal Bureau of Investigation
- c. Child Protective Services check through the Virginia Department of Social Services

Virginia Department of Juvenile Justice Barrier Crimes:

- a. Conviction of all felonies (To be reviewed on a case by case basis)
- b. Conviction of any misdemeanor assault offenses (To be reviewed on a case by case basis)
- c. Conviction of misdemeanor DUI or DUI related offense (To be reviewed on a case by case basis)
- d. Conviction of misdemeanor possession, sale or distribution of any illegal substances in the last five years
- e. Conviction of contributing to the delinquency of a minor

- f. Conviction of any sexually related offenses (including Prostitution and Indecent Exposure) in the last ten years.
- g. Convictions for the following misdemeanors will be reviewed on a case by case basis:
 - i. Bad Check Writing
 - ii. Trespassing
 - iii. Reckless Driving
 - iv. Lying
 - v. Cheating
 - vi. Stealing (theft or larceny)
 - vii. Any active jail time or probation or parole supervision at the time of the background check is conducted.
 - viii. Habitual misdemeanor convictions (To be reviewed on a case by case basis)

DSP shall conduct background checks on all staff and review all results for compliance with DJJ standards prior to hiring or other personnel action. DSP will facilitate or perform and pay for central registry checks and background checks. DSP agrees that all of its agents, employees, assignees, and volunteers providing services to, or having direct contact with a Youth and/or family, must be checked against the Virginia Child Abuse and Neglect Central Registry (hereinafter, the "Central Registry"). DSP agrees that if it learns that any of its agents, employees, assignees, or volunteers, having contact with the Youth, are named in the Central Registry, DSP will immediately remove such person from providing Services and notify RSC, as well as any appropriate child placement and regulatory personnel of the Department of Social Services, the Department of Education, the Department of Behavioral Health and Development Services, and the designated DJJ staff. DSP shall remain in compliance with all Federal and State laws, regulations, and licensure requirements relating to conducting employee background checks during the Term of this Agreement. Failure to comply with the background screening requirements may result in termination of the Contract.

- XVIII. **DJJ PROCEDURES.** DSP shall comply with DJJ's Non-Security Dress Code and Code of Conduct (Appendices F and G).
- XIX. **PREA COMPLIANCE.** If applicable, DSP and its employees or representatives will comply with the Prison Rape Elimination Act (2003) ("PREA," Federal Law 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 DJJ facilities, programs, and offices whether owned, operated, or contracted. DSP's employees or representatives who work directly with juveniles in the custody of DJJ shall complete PREA training as part of their facility orientation. Failure to comply with PREA, including PREA standards (Appendix H) and DJJ Procedures (Appendices F and G) may result in termination of the Agreement.
- XX. **MANDATORY REPORTING.** DSP shall comply with the child abuse and neglect mandatory reporting requirements contained in Section 63.2-1509 of the Code of Virginia.
- XXI. **CONFIDENTIALITY.**
 - a. **General Requirement.** Any information obtained by the DSP concerning any Youth pursuant to this Agreement shall be treated as Confidential. Use and/or disclosure of such information by the DSP shall be limited to purposes directly connected with the DSP's provision of Services

under this Agreement. 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.

- b. Confidentiality Agreement. DSP shall require all Personnel that have contact with individuals in the custody of DJJ, under the supervision of DJJ, or otherwise receiving services under this Agreement to sign the Confidentiality Agreement (Appendix F). DSP shall, upon request, provide signed copies of such Confidentiality Agreements, to RSC. Failure to comply with this Section XIX (b) shall constitute a material breach of this Agreement.
 - c. 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. Individuals with access to the locked file cabinet shall sign a Confidentiality Agreement.
- XXII. **THIRD PARTY RIGHTS**. This Agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party, except the Commonwealth, without the mutual written agreement of the Parties.
- XXIII. **ASSIGNMENT**. This Agreement shall not be assignable by the DSP in whole or in part without the written consent of the RSC.
- XXIV. **MODIFICATION, RE-NEGOTIATION, OR AMENDMENT**. Except as otherwise set forth herein, modifications or amendment of provisions of this contract shall only be valid when they have been reduced to writing and duly signed by all parties observing all the formalities of the original Agreement. RSC is not obligated to pay for costs related to this Agreement that were incurred prior to the date of the Agreement's execution or after the Termination Date. The Parties agree to re-negotiate this Agreement if federal and/or state revisions of any applicable laws, regulations or RSC policy, manuals, or quality assurance standards make changes in this Agreement necessary.
- XXV. **SURVIVAL**. Sections H (in main Agreement), I (in General Terms and Conditions), and VI, XI, XIII, XIV, XIX and XXIV (in Special Terms and Conditions) shall survive the termination of this Agreement.
- XXVI. **GOVERNING LAW**. This Agreement and the rights and obligations of the parties to and under this Agreement will be governed by and construed under the laws of the United States and the Commonwealth of Virginia without regard to the application of its conflict of laws provisions. Any litigation with respect to this Agreement shall be brought in the courts of the Commonwealth. DSP shall comply with all applicable federal, state and local laws, rules and regulations.
- XXVII. **WAIVER, SEVERABILITY**. No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in writing signed on behalf of the party against whom the waiver is asserted. If any of this Agreement is found invalid or unenforceable that term will be enforced to the maximum extent permitted by law and the remainder of the Agreement will remain in full force.
- XXVIII. **INDEPENDENT CONTRACTOR**. The parties are independent contractors and nothing contained herein will be construed as creating an agency, partnership, or other form of joint enterprise between the parties.

- XXIX. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.
- XXX. **FORCE MAJEURE.** Neither party will be liable to the other party or any third party for failure or delay in performing its obligations under this Agreement when such failure or delay is due to any cause beyond the control of the party concerned, including, without limitation, acts of God, governmental orders or restrictions, fire, or flood, provided that upon cessation of such events such party will thereupon promptly perform or complete the performance of its obligations hereunder.
- XXXI. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
- XXXII. **PUBLICITY.** Neither party shall use the name or marks of the other or any of its Affiliates, of which the party is aware or should reasonably be aware are an affiliate of the other, in any advertising, marketing or promotion materials unless such permission has been given in writing by the respective party.
- XXXIII. **REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES.** Each party represents and warrants to the other that (i) the individual representative signing this Agreement on behalf of such party has the authority to do so; (ii) the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized; (iii) the Agreement is a valid and binding agreement of the party, enforceable against the party in accordance with its terms; and (iv) the execution and delivery of this Agreement and performance of the duties and obligations contemplated hereby does not constitute a default under, or breach of, any instrument or obligation to which the party is bound.
- XXXIV. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this Agreement, the Special Terms and Conditions shall apply.

VDJJ 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.) Confidential Information also specifically includes arrest information the Department receives from other agencies for the purposes of evaluating recidivism of Department-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 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 Confidential Information;
 - (b) Use the Confidential Information only for the purpose of fulfilling the goals of the proposed research 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.g., locked file cabinet or drawer);
 - (e) Require any employee or any other individual associated with this project that has or potentially could have access to the Confidential Information sign a confidentiality agreement;
 - (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 (however, this does not preclude publication of aggregate data with no individual-level information with prior permission of the Department);
 - (h) Agree to refer any person requesting access to Confidential Information who is not identified in subsection (e) 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 with no individual-level information.
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.

Project Name: VA DJJ Transformation Initiative

Name Printed: _____

Signature: _____ Date: _____

ATTENTION: ALL PERSONNEL THAT HAVE ACCESS TO INDIVIDUALS IN THE CUSTODY OF DJJ, UNDER SUPERVISION OF DJJ, OR OTHERWISE PROVIDING SERVICES UNDER THIS AGREEMENT MUST SIGN THIS CONFIDENTIALITY AGREEMENT. DSP SHALL KEEP SIGNED COPIES OF THIS DOCUMENT ON FILE, AND SHALL PROVIDE SUCH COPIES TO RSC, UPON REQUEST.