

Hanover Transitional Living Program Invitation to Negotiate

Invitation to Negotiate ITN # HTLP EBA-VA-0923

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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 ITN includes data that shall not be 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.

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Hanover Transitional Living Program Intent to Negotiate

I. Purpose

The Virginia Department of Juvenile Justice (DJJ) seeks to establish a contract through their Regional Service Coordination (RSC) companies, Evidence-Based Associates (EBA) and AMIkids (AMI), to operate a transitional living program for youth returning to the community from DJJ commitment. EBA and AMI seek a Direct Service Provider (DSP) to develop and operate a community-based transitional residential program, at a home located on state property in Hanover, Virginia. Youth participating in a DJJ Transitional Living Program (TLP) will participate in an employment program and develop skills to live independently and safely within the community. The employment portion of the program is operated by DJJ staff.

This initiative is intended to build upon DJJ's current continuum of services by developing a joint housing and employment opportunity in the community that will create a seamless transition for youth on parole status, leaving commitment. The selected provider will be responsible for hiring staff, providing programming, and transportation assistance.

This solicitation is seeking a service provider with experience in community residential programming to support youth as they transition to the DJJ-based program. The home is provided/owned by DJJ and is located in Hanover, Virginia. The home has the capacity to house up to four (4) youth at one time, based on double occupancy bedrooms. DJJ is responsible for fully furnishing the house and covering operational costs such as utilities and maintenance. The location of the residential home does not determine the targeted population; youth from across the state may be accepted and placed in the program.

II. Background

Beginning in October 2016, DJJ contracted with AMI 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. AMI and EBA select and sub-contract with a network of public and private provider agencies to provide a range of clinical and non-clinical community-based and residential services.

The mission of 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.

Areas of transformational advancement include creating opportunities for youth to learn skills and earn credentials in high demand trade fields such as Electrical, Plumbing, HVAC, and Carpentry. It also includes providing structured residential step-down programs for youth released to parole supervision.

A sizable percentage of these youth are sex offenders, have DJJ/DSS dual system involvement, are homeless, have mental health needs, or need relocation to safe communities which also presents a challenge with securing employment with livable wages. A smaller percentage may be undocumented or have intellectual disabilities. The current group home/independent living services available may lack the specific resources or programming needed to support young adults transitioning to independence following a 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 to reside in an independent living environment while being employed with DJJ's maintenance program. Paroled youth employed in this program will work under the supervision of DJJ staff licensed in trade

areas and be provided with an additional opportunity to complete advanced certification/educational opportunities in a safe, structured home-like setting.

DJJ has advanced in the use of progressive evidence-based practices, experimentally proven programs, and evidence-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 training(s) and coaching opportunities supplement this approach with 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 this solicitation, evidence-based practice consists of three basic principles:

1. Evidence the intervention is likely to work, i.e., produce a desired outcome, 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.
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 using 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, and 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 includes:

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

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

Proposed service delivery models should be:

1. Based upon DJJ’s four cornerstones of positive youth development:
 - Safety in one’s surroundings,
 - Strong sense of connection to the community, supportive family members, and other adults,
 - A belief in purpose of activities such as education, treatment, and vocational training, and
 - A sense of fairness in the accountability, consequences, and opportunities one receives in response to their actions.
2. Consistent with the statewide continuum of evidence-based services that support positive outcomes for youth and their families and reduce recidivism.
3. 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.
 3. Focus interventions on high-risk youth.

III. Statement of Work

Program Scope:

DJJ is seeking a provider experienced in providing residential programming services (e.g., independent living, group homes, etc.) to DJJ youth in the community. All youth residing in the TLP will be required to be employed in DJJ’s maintenance program and be given an opportunity to participate in post-secondary training to advance certifications.

The program is rurally located without access to public transportation. The selected provider may be expected to provide transportation to and from appointments, classes, home visits, community engagement activities, and other locations as needed.

Target Population:

The target population will include hard-to-place males on parole supervision at least 17.5 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.

Youth referred for placement in the transitional living program 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)
- History of trauma and exposure to violence
- Low or limited functioning youth, history of poor school performance, low educational achievement
- History of low family affection/history of poor supervision
- History of substance use

- History of self-destructive behavior, impulsivity, poor emotional regulation, and inadequate decision-making skills
- History of mental health diagnoses (such as post-traumatic stress disorder, depression, Oppositional Defiance Disorder, and Attention Deficit Hyperactivity Disorder)
- Lower levels of job readiness and independent living skills
- Need for focused intensive transition and community reintegration services

Availability of Start Up Funds:

DJJ will provide items 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 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), Effective Practices in Community Supervision (EPICS), Aggression Replacement Training (ART), Thinking for a Change (TFC), and Motivational Interviewing (MI).

Applicants may also request funding to support expenses such as clothing, uniforms, and other costs needed to support youth in being successful.

Eligible Applicants:

Applicants must have experience working with DJJ and court involved youth. It is preferred, but not required, to be a current subcontractor through EBA and/or AMI. By time of contract award and initiation, the selected applicant will be required to verify their ability to meet subcontractor requirements listed in the provider contract. Immediately following the award, the applicant must be approved as a subcontractor through AMI and EBA. Applicants must agree to comply with the Department of Juvenile Justice’s Certification Standards (<https://www.djj.virginia.gov/pages/policy/certification.htm>).

Type of Contract:

Payment will be made per diem.

Available Slots:

Up to 4 beds.

Contract Period:

From the 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.

Minimum Required Services:

The selected program should anticipate adopting DJJ principles to support a seamless transition to the community. This includes 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 an independent living curriculum (e.g., Casey Life Skills or another independent living skill development program).

Provider will complete youth interviews, orientation, and pre-engagement activities prior to the youth's placement at the Hanover TLP. Pre-engagement activities may include facilitating the youth's tour of the program, participation in treatment meetings, and/or visits with the youth at their direct care placement.

Provider must demonstrate the capacity to ensure staff are trained in or are familiar with, at a minimum, ART, Motivational Interviewing, cognitive behavioral interventions, and an understanding of the YASI.

Providers will be required to use a strength-based behavior management program to include reinforcers, consequences, interventions, and other behavioral practices that are in keeping with the practices of DJJ.

Applicants must demonstrate their willingness to engage and compliment other services provided by or contracted by DJJ or the RSC.

Additional Services:

Priority will be given to applicants who propose programming that includes additional employment skill building or vocational training leading to industry-recognized certifications and job/living placement assistance upon program completion.

Services Not Required:

Residents with substance use or mental health needs requiring services (e.g., individual therapy, therapy for youth sexualized behaviors, trauma therapy, substance use 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 applicants to budget for those services.

Public Safety Monitoring / Supervision:

Upon release from direct care and placement at the TLP, all residents will be placed on electronic monitoring/GPS to monitor their activities and provide enhanced supervision. DJJ will provide funding for the monitoring equipment rental through the RSC model or other funding source. While it is not a requirement for the applicant to include GPS monitoring in the proposal, it may be included as an additional service.

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 RSCs 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 furnishing needs are reported to DJJ staff to ensure maintenance 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 will be provided by DJJ. The program and house will need to be certified by DJJ's Certification Unit.

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 the CSU, re-entry staff, and DJJ employment staff and not through program discharge without the agreement of DJJ.

The selected provider will agree to collaborate with DJJ to identify youth placed in the program.

Reporting Requirements:

- Youth Specific Reports:
 - Service Plans, Progress Reports, and Discharge Summaries are required per the terms of the EBA and AMI Sub-Contractor Agreement.
- Quarterly and Annual Reports:
 - As required in the EBA and AMI Sub-Contractor Agreement.
- Serious Incident Reports (SIRs):
 - DJJ SIRs are required per the terms of the EBA and AMI Sub-Contractor Agreement.

Quality Assurance:

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 (CQI) plan, monitoring progress toward goals, and (when necessary) developing corrective action and quality improvement plans. The selected provider will be required to track a variety of TLP specific performance measures to reflect the effectiveness and outcomes of interventions, in addition to performance measures included in the RSCs' Sub-Contractor Agreement.

IV. Proposal Preparation and Submission Instructions

Site Visit:

Interested applicants will be provided an opportunity to conduct a site visit prior to submitting a proposal or submitting questions. Interested applicants must submit an intent to apply to adminVA@ebanetwork.com no later than 5:00 PM EST on Monday, September 18, 2023. Invited participants will receive an invitation to the site visit with the address. The site visit will be open house style during the identified times. The intent to apply email must include a cover letter, signed by an authorized representative of the organization and contact information for the Respondent.

Instructions:

Questions regarding the ITN must be in writing and submitted in electronic format to: adminVA@ebanetwork.com; the deadline for questions is by 5:00 PM EST on Friday, September 29, 2023. Questions regarding the ITN will be answered at the pre-proposal conference (Thursday, October 5, 2023) and in electronic format. All questions will receive a written email response with a copy to all prospective bidders on Friday, October 6, 2023 and posted on both RSC websites: <https://evidencebasedassociates.com/virginia-service-coordination/> and www.amikidsvirginia.org.

Proposals in response to this ITN must be emailed to EBA using the following email address adminVA@ebanetwork.com by 5:00 PM EST on Thursday, October 26, 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.

V. Evaluation and Award Criteria

Eligibility:

Not-for-profit, public, and private for-profit youth-serving agencies may respond to this ITN. Applicants must have experience working with DJJ and court involved youth. It is preferred, but not required, to be a current subcontractor through EBA and/or AMI. By time of contract award and initiation, selected applicant will be required to verify their ability to meet subcontractor requirements listed in DSP contract. Immediately following award, applicant must be approved as a sub-contractor through AMI and EBA.

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, and 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 (15 points)

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 (30 points)

Describe the administrative management and staffing structure, as it relates to the operation of the Transitional Living Program. List the name, title, credentials, and qualifications of the staff member overseeing the program (the administrator/leadership); describe their experience and role/duties within the program.

Provide an organizational chart, identifying key personnel and/or positions including direct care staff/personnel. The proposal includes a clear outline of supervision and ratio requirements for 24-hour

supervision. 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 DJJ training requirements. Include a detailed plan for hiring qualified staff, to include the process for recruiting.

Include the types and frequency of trainings.

3. Program Components and Service Delivery (60 points)

Describe what services will be provided, when services will be provided, who will provide services, how services will be provided, and the proposed frequency, duration, and dosage of each component. Describe specific plans for the proposed residential program, and how the program will incorporate and adhere to evidence-based practices and principles.

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. Include a clear description of skill building activities that are designed to work with the identified population. If a specific curriculum or model is utilized, provide a description and any information that supports the effectiveness of the model or approach. Proposal should include a detailed description of how the provider will assist youth with budgeting and preparing for financial independence. Provider should have a clear nutrition plan and explain how meals will be purchased and prepared.

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). 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. 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.

Describe how the program will engage natural supports such as family or other support systems, while in the program and in preparation for return to the community. Consider interventions and/or strategies to support temporary (while in the program) and long-term transportation needs (for employment, classes, therapy, home visits, etc.) for the youth.

Explain how incentives, consequences, and interventions will be utilized, what specific types of incentives and sanctions will be utilized, and how they will be incorporated into the program. Provide a detailed description of discharge/transition planning process, including job/living placement assistance upon program completion.

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 included in Appendix C.

4. Target Population (20 points)

Explain the target population, admission criteria, 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 this population base on individual level of risk and reduce responsivity barriers within phases of the program (e.g., these may include motivation, developmental levels, and language barriers). These must also include plans for meeting the needs of undocumented youth and youth in need of additional treatment.

Describe your willingness to accept hard-to-place youth and your experience successfully working with this population.

5. Program Evaluation & Performance Outcomes (15 points)

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.

6. Start-up Plan and Timeline (20 points)

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 can begin (Note: DJJ expects services and programs to start within 60 days of contract award).

7. Program Budget (20 points)

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 rate.

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 January 31, 2024.

Provide a detailed budget and budget narrative describing costs related to start up. Startup costs may include: staff training, supplies and other expenses, youth incentives, and staff salaries during training prior to program start.

B. Operational Costs: Placements will begin by February 1, 2024. Provide a comprehensive daily cost/per diem (per day/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
- Cost to support transportation (funds cannot be used to purchase vehicles). Allowable costs may include fuel, maintenance, and driver wages.

Time Frames and Initial Period of Contract:

Contract award is expected to be made on or about November 20, 2023. Service initiation with placements is expected to begin within sixty (60) days of contract award, on or about February 1, 2024. The initial contract period is through the end of fiscal year 2025 (June 30, 2025), 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. Organizational chart for the proposed program
3. Proposed staffing pattern, job descriptions, and required credentials for each proposed position
4. Program's proposed daily schedule (including programming, activities, and meals)

5. Organization's most recent financial statements
6. Start-up Budget
7. Program Budget, including per diem rate
8. Budget narrative justifying all start-up and program expenses and indicating any leveraged resources or matching funds
9. Logic Model (visual / graphical description of program)

VI. 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 A for a list of rating criteria, points, and scoring form).

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.

VII. Key Dates

- Friday, September 1, 2023 RFP Published
- Monday, September 18, 2023 Site Visit Interest Notification by 5 PM
- Wednesday, September 20, 2023 Facility site visit/open house from 1:00 – 3:00 PM
- Thursday, September 21, 2023 Facility site visit/open house from 9:00 – 11:00 AM
- Friday, September 29, 2023 Written Questions due by 5 PM
- Thursday, October 5, 2023 Pre-Proposal Conference, Virtual 10:00 – 11:00 AM
- Friday, October 6, 2023 Anticipated date answers to questions will be published
- Thursday, October 26, 2023 Proposals Due by 5 PM
- Monday, November 20, 2023 Anticipated Date of Contract Award
- December 1- January 31, 2024 Program Planning, Training, and Implementation
- Thursday, February 1, 2023 Placements Begin

VIII. Reserved Rights

- A. EBA 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 EBA 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. EBA 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. EBA 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. EBA reserves the right to inspect, investigate and rely on Information. In ranking replies for negotiation and in making a final selection, EBA 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.

IX. Attachments:

Appendix A: Proposal Evaluation Tool

Appendix B: Price Sheet

Appendix C: Sample Residential Logic Model

Appendix D: EBA Subcontractor Agreement

Provider Name: _____

Review Date: _____

Program Name: _____

Total Score: _____

Reviewer Name: _____

Definition of Rating Categories and Scores

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

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

Poor (1 point): 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.

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

Organizational History, Capacity, and Experience (up to 15 points)	
1. The Provider has experience providing service(s) with court involved youth.	0 - 1 - 3 - 5
2. The provider has experience providing residential programming.	0 - 1 - 3 - 5
3. This provider is SWaM Certified.	0 - 1 - 3 - 5
Staffing Plan and Organizational Oversight (up to 30 points)	
1. The provider clearly demonstrates the organizational structure and management experience needed to effectively deliver the proposed service.	0 - 1 - 3 - 5
2. The proposal includes an organization chart identifying key personnel.	0 - 1 - 3 - 5
3. The proposal includes staffing information that clearly outlines staff positions, roles, duties, credentials, qualifications.	0 - 1 - 3 - 5
4. The proposal includes detailed training requirements for staff and willingness to comply with Virginia DJJ training requirements.	0 - 1 - 3 - 5
5. The proposal identifies staff designated to deliver services and provides verification of their individual qualifications specific to the services to be delivered.	0 - 1 - 3 - 5
6. The proposal includes a clear outline of supervision, ratio, and requirement for 24-hour supervision.	0 - 1 - 3 - 5
Program Components and Service Delivery (up to 60 points)	
1. 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.	0 - 1 - 3 - 5
2. The proposal incorporates evidence-based practices and principles in the interventions and programs.	0 - 1 - 3 - 5
3. The proposal includes a clear description of how dosage of services will be matched with individual risk and needs.	0 - 1 - 3 - 5
4. The proposal includes a clear description of skill building activities that are designed to work with the identified population.	0 - 1 - 3 - 5
5. The proposal includes a clear description of how the program will engage natural supports such as family or other support systems.	0 - 1 - 3 - 5

6. The proposal includes a detailed description of discharge/transition planning process including job/living placement assistance upon program completion.	0 - 1 - 3 - 5
7. 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.	0 - 1 - 3 - 5
8. The proposal includes a logic model with program components, interventions, targets and expected outcomes.	0 - 1 - 3 - 5
9. Provider has a clear nutrition plan and how meals will be planned, purchased, and prepared.	0 - 1 - 3 - 5
10. The proposal includes a detailed description of how they will address short term and long-term transportation needs.	0 - 1 - 3 - 5
11. The proposal includes a detailed description of incentives, consequences, and interventions will be utilized, what specific types of incentives and sanctions will be utilized.	0 - 1 - 3 - 5
12. The proposal includes a detailed description of how the program will assist youth with budgeting and preparing for financial independence.	0 - 1 - 3 - 5
Target Population (up to 20 points)	
1. The proposal includes a clear definition of program admission criteria and exclusionary criteria.	0 - 1 - 3 - 5
2. The proposal clearly describes the type of population to be served based on level of risk and individual needs.	0 - 1 - 3 - 5
3. The proposal clearly describes interventions and strategies that are effective meeting needs of this specialized population and reduce barriers.	0 - 1 - 3 - 5
4. The Agency is able to accept hard-to-place youth and has experience working with this population.	0 - 1 - 3 - 5
Program Evaluation & Performance Outcomes (up to 10 points)	
1. The proposal identifies criteria for evaluating program effectiveness as well as expected performance outcomes.	0 - 1 - 3 - 5
2. The provider demonstrates a history of producing favorable outcomes related to individual youth outcomes as well as recidivism.	0 - 1 - 3 - 5
3. Provider included key proposed Performance Measures for the program, to capture outcomes of youth in the program.	0 - 1 - 3 - 5
Start-up Plan and Timeline (up to 20 points)	
1. The proposal includes a detailed implementation/startup plan.	0 - 1 - 3 - 5
2. The proposal includes a detailed plan for hiring qualified staff.	0 - 1 - 3 - 5
3. The provider has a plan to complete the certification process prior to start up.	0 - 1 - 3 - 5
4. The startup plan meets DJJ timeline of February 1, 2024.	0 - 1 - 3 - 5
Program Budget (up to 20 points)	
1. The proposal includes a clearly defined budget that meets the requirements of the ITN.	0 - 1 - 3 - 5
2. The proposed per diem rate is reasonable and necessary based on the level of services provided.	0 - 1 - 3 - 5
3. The proposed start-up costs are reasonable and necessary.	0 - 1 - 3 - 5
4. The proposal includes a detailed start-up budget narrative that describes all costs related to startup.	0 - 1 - 3 - 5
Total	

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



Virginia Department of Juvenile Justice (DJJ) Transformation Initiative Subcontractor Agreement

This SUBCONTRACTOR AGREEMENT (this “Agreement”), effective on _____ (the “Effective Date”), is made by and between EVIDENCE- BASED ASSOCIATES (“PRIME CONTRACTOR”) and _____ (“PROVIDER”). PRIME CONTRACTOR and PROVIDER are referred to collectively as “Parties” and individually as a “Party”.

WHEREAS, PRIME CONTRACTOR has contracted with the Commonwealth of Virginia Department of Juvenile Justice (“the Commonwealth” or “DJJ”) to oversee the development, delivery, quality monitoring, and performance management of a continuum of treatment and intervention services in residential and community-based settings for DJJ-involved youth, their families, and their community supports to prepare DJJ-involved youth to be successful citizens;

WHEREAS, the purpose of this Agreement is to improve the lives of DJJ-involved youth, strengthen both families and communities within the Commonwealth, and to ensure high quality and effective services are provided to DJJ-involved youth and families in a manner that is equitable and responsive to their individual needs and circumstances through trauma-informed response, effective intervention, and reducing barriers to access;

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

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

WHEREAS, PRIME CONTRACTOR seeks to engage PROVIDER to provide Services, as defined herein, and PROVIDER 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, 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. **Regional Service Coordinator (RSC).** The entity that will coordinate between the DSPs and DJJ to implement the community-based and/or residential services; the PRIME CONTRACTOR.
- b. **Direct Service Provider (DSP).** The private or public agency that delivers the community-based and/or residential services, under a subcontractor agreement with the RSC, to referred youth and their families; the PROVIDER.
- c. **DJJ Staff.** “DJJ Staff” means the referring or assigned DJJ case manager, to include the community-based Court Service Unit (“CSU”) Probation or Parole Officer, Direct Care staff including the Central Assessment Program (“CAP”) Case Manager, Community Placement Staff, behavioral health provider, or other staff member identified by DJJ, as applicable.
- d. **DJJ-Involved Youth (Youth).** Youth involved in various stages of the Virginia Juvenile Justice system (and their families), including youth supervised by the court, committed to DJJ, on community supervision, or placed on probation or parole. These youth generally demonstrate various levels of criminogenic risks to reoffend and display behaviors to include, but not limited to: delinquent history

and propensity to commit delinquent acts/crimes in the future, running away from home, residential placements, association with anti-social companions (i.e. favorable attitudes towards violence, dishonesty, and rule breaking), impulsivity, low levels of educational achievement, mental health diagnoses, and poor school performance.

- e. **Services.** The Direct Services that PROVIDER is both willing and able to provide to Youth and/or family members described in “EBA Service Definitions and Fees” document, which is attached as **Appendix A** and incorporated herein by reference. Direct Services are provided directly to the youth and family in accordance with this Agreement.
- f. **Intellectual Property Rights.** All intellectual property rights or similar proprietary rights, including, but not limited to, (a) patent rights, (b) copyrights, (c) trademarks, trade names, domain names and trade dress and the goodwill associated therewith, and (d) trade secrets; 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.
- g. **Performance Objectives.** Standards developed by PRIME CONTRACTOR and DJJ by which PROVIDER will be evaluated during the Term of this Agreement.
- h. **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.
- i. **Contested Charges.** Charges billed by the PROVIDER which appear to be invalid, disallowed, or unreasonable.
- j. **Referral.** The youth background, rationale, and request for services, submitted to PROVIDER from the PRIME CONTRACTOR.

B. **Scope.** PROVIDER shall provide Services for the Term set forth herein, in accordance with the terms of this Agreement.

a. **Services.**

- i. The PROVIDER shall provide services at or above the quality standard in the industry at which the service is provided and as described in Appendix A, at the prices set forth herein.
 - ii. Service Type. PROVIDER shall indicate to PRIME CONTRACTOR, upon request and in advance of referrals for Services, the types of Services which PROVIDER is qualified and willing to provide, according to **Appendix A**. PROVIDER shall be obligated to notify the PRIME CONTRACTOR of changes in Services to include additions or closures of program Services. PROVIDER shall be obligated to provide these Services ONLY IF directed to do so in a Purchase of Service Order (POSO), as described below. PROVIDER shall not provide, nor shall PRIME CONTRACTOR be obligated to pay for, Services not included in a POSO.
 - iii. Geographic Region. PROVIDER shall indicate to PRIME CONTRACTOR, upon request and in advance of referrals for Services, the geographic regions within which the PROVIDER is able to provide Services. Unless indicated otherwise herein, PROVIDER shall only be obligated to provide Services in those identified geographic regions. PROVIDER shall notify the PRIME CONTRACTOR of changes to the geographic regions within which it is capable of providing Services pursuant to this Agreement within 3 days of the change. Applicable geographic regions are captured on the PRIME CONTRACTOR’s website on the “Provider Map”.
 - iv. Language. PROVIDER shall indicate to PRIME CONTRACTOR, upon request and in advance of referrals for Services, the languages and geographic regions within which the PROVIDER is able to provide Services in said languages.
- b. **No Guarantee.** This Agreement shall not in any way be considered a guarantee by the PRIME CONTRACTOR to the PROVIDER that any youth will be referred to the PROVIDER.

- A. **Term.** Unless terminated earlier as set forth herein, the initial term (the “Initial Term”) of this Agreement shall commence _____ and shall end on _____. Subject to the terms and conditions of this Agreement, the term of this Agreement will automatically renew immediately following the expiration, as applicable, of the Initial Term or applicable Renewal Term (as defined below), for successive one (1) year terms (each such additional term, a “Renewal Term” and, collectively, with the Initial Term, the “Term”). This Agreement may be renewed by the Parties, consistent with the PRIME CONTRACTOR’s agreement with DJJ, and this Agreement shall terminate, upon the expiration or termination of the PRIME CONTRACTOR’s contract with DJJ, if not terminated earlier as otherwise provided in this Agreement.
- C. **Standards.**
- a. **Services Names and Definitions.** PROVIDER shall provide Direct Services according to the criteria defined in “EBA Service Definitions and Fees” (Appendix A). PROVIDER shall meet all requirements for documentation, delivery of service, and reporting timelines, as identified herein and by the appropriate licensing body for that Service. PROVIDER shall provide Services at or above the quality level prevailing in the community for the provision of similar Services at the time of performance. PRIME CONTRACTOR may not pay PROVIDER for Services delivered which are not consistent with the definition of the Service as described in Appendix A, or which are not met, as reasonably determined the PRIME CONTRACTOR per the Service quality guidelines. Care Coordination and related paperwork are considered part of the Direct Services and are not separately compensated hereunder.
 - b. **Dosage Guidelines.** Generally, dosage refers to the amount of Services a youth and family are involved in. Frequency, duration, intensity and engagement all impact dosage considerations. PROVIDER, in conjunction with the PRIME CONTRACTOR and DJJ, shall establish a minimum and maximum number of qualifying program hours per participant and 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-based (Cognitive behavioral, social skill building, anger control and emotional regulation skills) and conducted in the context of social learning theory. Specifically, the PROVIDER will adhere to the service request as set forth in the POSO and will track program participation for each Youth. The PROVIDER shall not exceed the designated maximum number of qualifying program hours or deviate from the Service modality requested (“Dosage Guidelines”). Requests for changes or alterations to the approved Dosage Guidelines on the EBA POSO shall be made to the appropriate designated DJJ Staff and PRIME CONTRACTOR.
- D. **Licensure.** The PROVIDER represents and warrants that it/he/she shall (1) provide Services listed on the POSO and operate within one’s scope of practice in accordance with all applicable laws, rules, and regulations as set forth by the Virginia Department of Health Professions, (2) duly holds all licenses, credentials, certifications, and/or other qualifications (collectively, “Qualifications”) required by local, State, and Federal laws and regulations to provide Services (e.g., Licensed by VA Department of Health Professions, Department of Behavioral Health and Developmental Services, Department of Education, etc.) and (3) will furnish satisfactory proof of such Qualifications to the PRIME CONTRACTOR’s authorized representative upon execution of this Agreement. PROVIDER will ensure that it and all individuals that provide Services hereunder maintain required Qualification in good standing at all times and will **immediately** notify the PRIME CONTRACTOR’s authorized representative in the event such Qualification is suspended, withdrawn, or revoked. The PROVIDER agrees that such suspension, revocation, or withdrawal may constitute grounds for the immediate termination of this Agreement. PROVIDER further agrees to notify the PRIME CONTRACTOR if PROVIDER is appealing any action that might result in a change in the Qualification if the appeal is denied. Additionally, PROVIDER will ensure that all individuals providing Services hereunder act at all times in accordance with all applicable laws, rules, and regulations and within their applicable scope of practice.
- a. Misrepresentation of possession of such license shall constitute a breach of contract and terminate this Agreement without written notice and without financial obligation on the part of PRIME CONTRACTOR to pay PROVIDER’s invoices.
 - b. If a facility is placed on provisional license status, the PRIME CONTRACTOR will review the Youth’s placement at that facility within thirty (30) calendar days to determine whether it is in the best interest

of the Youth to continue placement or if removal is warranted, based on the facility's ability to meet the Youth's treatment needs identified in the treatment plan. No new referrals will be made to any facility with a provisional license.

E. **Fees.**

a. **Fee Schedule.**

- i. Fees. PRIME CONTRACTOR shall pay to PROVIDER according to Appendix A, in consideration for the delivery of Services, in accordance with the terms of this Agreement and the POSO. It is understood and agreed between the Parties herein that the PRIME CONTRACTOR shall be bound hereunder only to the extent of the funds available, or which may hereafter become available from DJJ for the purpose of this Agreement.
- ii. Should the PROVIDER elect to offer additional Services not included on the Service Definition and Fees included in Appendix A, the PROVIDER may make the request to the PRIME CONTRACTOR, and related qualifications to add the Service(s) by Addendum.
- iii. The PRIME CONTRACTOR shall not pay for Services at a higher rate than paid by Medicaid. The PROVIDER guarantees that the reimbursement rate received from the PRIME CONTRACTOR is the same rate received from other local governing bodies or agencies for like Services in the Commonwealth.

b. **Fee Schedule Updates.**

- i. The rates applicable to Services provided in accordance with this CONTRACT shall appear on Appendix A incorporated herein, and these rates shall apply to all Services provided during the contract Term; no changes will be made during the contract Term.
- ii. The PROVIDER may submit a request for rate increases for the following Term, to the PRIME CONTRACTOR with a rationale prior to expiration of the contract term;
- iii. Fees must align with PROVIDER rates charged to other government agencies; rate increases shall align and shall not exceed Consumer Price Index (CPI), unless set forth through state policies or legislation.
- iv. PRIME CONTRACTOR reserves the right to amend Appendix A, in its discretion, with approval from DJJ. If such changes are not acceptable to the PROVIDER, and PROVIDER notifies PRIME CONTRACTOR of its objection to a Fee Schedule update, PRIME CONTRACTOR will continue to pay the existing rates for Youth already placed with or served by the Provider. However, no new authorizations will be made until DJJ, PRIME CONTRACTOR, and PROVIDER agree upon the rate changes and amended herein.

F. **Payment Terms**

- a. **Monthly Invoices.** The PROVIDER shall prepare and submit one comprehensive monthly invoice, in the form and manner required by PRIME CONTRACTOR, to the PRIME CONTRACTOR, by the 5th day of the month following the month in which Services were delivered, for all Youth served. The PROVIDER shall bill the PRIME CONTRACTOR for any and all Services provided, within thirty (30) calendar days of the date on which the Service was provided. The PROVIDER shall bill the PRIME CONTRACTOR for the actual increments of Services provided to the Youth, not to exceed the Dosage Guidelines in the POSO. All invoices shall include an itemized report containing (A) Youth served, (B) Services provided, (C) the date of each Service, (D) number of units provided, (E) the service charge per Service, and (F) related CSU. Any invoice not submitted in the appropriate manner shall be invalid and no payment shall be due for such invalid invoice.
 - i. THE PROVIDER's invoice shall be accompanied by a Service Plan, Monthly Progress Report, and or Discharge Summary for each Service provided, as described in Section J, below. **The PROVIDER's payment shall not be processed until all required documentation is received.**
 - ii. In no case shall the PRIME CONTRACTOR be obligated to pay for Services rendered if the PROVIDER fails to submit an invoice within thirty-five (35) calendar days after the end of the

calendar month in which the Services were provided, with the appropriate reports outlined herein.

- iii. The PROVIDER agrees to invoice, and the PRIME CONTRACTOR agrees to pay, for only those Services authorized by a POSO between the “Effective Date” and the “End Date” shown on the POSO and authorized by DJJ Staff.
 - iv. Unused units of Service shall not accumulate or transfer from month to month without prior written approval from the PRIME CONTRACTOR.
 - v. PROVIDER invoices which are correct, approved by the PRIME CONTRACTOR and the referring entity (e.g., CSU), accompanied by such documentation described in Section J, below, and which are received timely by the PRIME CONTRACTOR, shall be processed and paid within forty-five (45) calendar days, so long as all required signatures have been obtained. The PRIME CONTRACTOR shall pay the PROVIDER within seven (7) calendar days of receipt of payment from DJJ for all approved and verified Services. PRIME CONTRACTOR shall notify the PROVIDER, in writing, of the PRIME CONTRACTOR’s intention to withhold payment and the reason. PROVIDER invoices received by the PRIME CONTRACTOR which are not correct shall be returned for correction.
- b. Final Invoices.** The PROVIDER shall submit the final invoice for payment to the PRIME CONTRACTOR no more than thirty-five (35) days after the Termination Date. If the PROVIDER fails to submit such final invoice timely, all rights to payment are forfeited. PRIME CONTRACTOR will not honor any requests submitted after the above time period.
- c. Expenses.** PRIME CONTRACTOR shall not reimburse PROVIDER for any expenses unless such expenses are approved in advance, in writing, by PRIME CONTRACTOR.
- d. Additional Charges.** The PROVIDER agrees that no Youth or member of the Youth’s family will be charged a fee outside of the rate agreed to by the PROVIDER for the same Service, except Services specifically excluded, unless required by the Courts.
- e. Unauthorized Absences.**
- i. For residential placements, payment to the PROVIDER for unauthorized absences shall be made at the rates specified in the POSO, and such payment shall not exceed seventy-two (72) hours without prior written approval of the PRIME CONTRACTOR. Unauthorized absences include, but are not limited to, a Youth’s placement in detention, hospitalization, or elopement, as determined by the PRIME CONTRACTOR. PROVIDER shall treat any unauthorized absences as “serious incidents” and shall provide such reports and notifications described in (J)(e)(ii)-(iii), below. Should the PRIME CONTRACTOR provide written approval to continue payments during unauthorized absences exceeding seventy-two (72) hours, such payments shall be made in accordance with a separate written agreement with the PROVIDER. The PROVIDER shall not be required to maintain a Youth’s placement for more than seventy-two (72) hours following an unauthorized absence without prior written agreement by the PRIME CONTRACTOR to continue payments to hold the placement.
 - ii. For office-based community services, neither absences nor no-shows, whether authorized or not, will be funded.
 - iii. For community-based services provided in the home, the PROVIDER may bill for associated travel time in the event of an absence or no-show only once during the month, and only if good faith efforts to contact the family are made, as determined in PRIME CONTRACTOR’S reasonable discretion. PRIME CONTRACTOR reserves the right to approve or deny payment for travel time in its sole discretion.
- f. Medicaid/Private Insurance.**
- i. The PROVIDER acknowledges it shall use Private Insurance and Medicaid-funded Services whenever available for the appropriate treatment of youth receiving services. The PROVIDER

shall meet all Medicaid requirements for documentation, delivery of Service, and reporting timelines. The PROVIDER shall submit all required documentation for approval by the Department of Medical Assistance Services (hereinafter, "DMAS") in a timely manner.

- ii. If the PROVIDER is Medicaid eligible, it shall confirm the status of Medicaid eligibility, and shall file for Medicaid reimbursement for eligible Youth and Services. If a Youth is eligible for Medicaid, then PROVIDER shall seek reimbursement for Services from DMAS. If the PROVIDER receives Virginia Medicaid payments for Services rendered under this Agreement, such payments shall constitute payment in full for those Services. The PRIME CONTRACTOR shall not reimburse the PROVIDER more than the Medicaid-authorized rate for the same Service. PRIME CONTRACTOR shall not be responsible for payment to PROVIDER for Medicaid-eligible Services.
- iii. Notwithstanding the above, if, through no fault of the PROVIDER, Medicaid denies a claim for Services, PRIME CONTRACTOR shall reimburse PROVIDER for such Services identified in the POSO. The PRIME CONTRACTOR shall not accept or pay invoices for Medicaid-eligible Services until DMAS makes a determination that Services are no longer reimbursable for a particular Youth. Should Medicaid be discontinued or denied (and the discontinuance or denial is not attributable to the fault of the PROVIDER), the PRIME CONTRACTOR shall pay invoices for Services outlined in the POSO.
- iv. The PROVIDER shall provide to the PRIME CONTRACTOR a copy of all Medicaid approval and denial certifications with the monthly invoice. The PRIME CONTRACTOR may, in its sole discretion, choose not to reimburse PROVIDER for Services if PROVIDER fails to timely provide such certifications.

g. Contested Charges.

- i. Under special circumstances in which (1) PROVIDER provides Services outside the scope of the POSO or this Agreement, or (2) PRIME CONTRACTOR disagrees with the charges for PROVIDER Services within the scope of this Agreement, payment amounts for Services may differ from invoiced amounts. In such cases, PROVIDER shall be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. 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 PRIME CONTRACTOR shall promptly notify the PROVIDER, in writing, that it has identified Contested Charges and the basis for the determination. PRIME CONTRACTOR reserves the right to reduce or disallow the amount of any payment for Contested Charges.
- iii. If a Contested Charge is ultimately approved, after further investigation, by the designated DJJ entity, the PRIME CONTRACTOR will need to resubmit all required documentation and an updated invoice to the designated DJJ Staff for approval.
- iv. A PROVIDER 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).

G. **Employee Background Checks.** The PROVIDER shall be in compliance with all State laws, regulations, and licensure requirements relating to conducting criminal background checks of employees and volunteers. In particular, the PROVIDER agrees that all of its agents, employees, assignees, and volunteers providing Services to, or having direct contact with a child and/or family, must complete a criminal history check to include sex offender registry through a local police department, Sheriff's Department, or Virginia State Police office, a fingerprint check through the Virginia State Police and Federal Bureau of Investigation, and the Virginia Child Abuse and Neglect Central Registry (hereinafter, the "Central Registry"). The PROVIDER agrees that if the PROVIDER or any of its agents, employees, or assignees, having contact with Youth, are named in the Central

Registry, the information shall be made available within one (1) business day to the PRIME CONTRACTOR, DJJ Staff and regulatory personnel. The PROVIDER shall remain in compliance with all Federal and State law, regulations, and licensure requirements relating to the conducting of criminal checks of its employees during the Term. *(A list of VA DJJ Barrier Crimes available upon request).*

H. **Referral Process/Purchase of Services.**

- a. PRIME CONTRACTOR shall issue a referral packet and POSO to PROVIDER, which shall notify PROVIDER of the need for Services. The POSO will describe which Services are requested and shall include Dosage Guidelines (including specific modality, as applicable, anticipated start dates, and approved units, etc.)
- b. Prior to commencing the delivery of Services, **and within three (3) business days of receipt of a referral packet or POSO from PRIME CONTRACTOR**, PROVIDER shall notify the PRIME CONTRACTOR and appropriate designated DJJ Staff of the available Service start date and PROVIDER assigned staff, as appropriate.
- c. PROVIDER will initiate/ begin community-based Services within 5 business days of the referral, or by the target start date identified on the POSO.
- d. For community-based services, PROVIDER will contact the Youth and/or family to coordinate and/or initiate Services within five (5) business days; PROVIDER shall communicate with the PRIME CONTRACTOR and DJJ Staff if the family is unresponsive or unable to be reached. PRIME CONTRACTOR shall not pay PROVIDER for (i) any Services not indicated on a POSO, (ii) incidental care coordination, documentation, or other Services provided or required as part of Direct Services, or (iii) any Services delivered which exceed the approved number of units in the POSO allotted for the Youth, unless PROVIDER receives prior written approval from PRIME CONTRACTOR.
- e. PROVIDER shall invoice PRIME CONTRACTOR only for those Services described in the POSO, at the rates established herein, and in accordance with the terms of this Agreement, unless PROVIDER receives prior written approval from PRIME CONTRACTOR.
- f. Should the PROVIDER receive a request from designated DJJ Staff to begin providing Services prior to receipt of a POSO, the PROVIDER must contact the PRIME CONTRACTOR to obtain a copy of the POSO and referral. If any provision in the POSO is inconsistent with the PROVIDER's placement agreement, the provisions of the POSO and this Agreement shall prevail.

I. **Service Plans, Reporting, and Documentation.** PROVIDER shall prepare written individual youth progress reports for distribution to DJJ Staff and PRIME CONTRACTOR. Reports shall be submitted to the PRIME CONTRACTOR by the PROVIDER by the 5th day following the end of the month during which services were delivered. All reports, including Evaluations, Service Plans and Progress Reports, shall include, in addition to the specific requirements listed below, the following: PROVIDER name, name of service provider assigned by PROVIDER (e.g. assigned staff/therapist name) and credentials (when applicable), staff contact information, supervisor (when applicable), Service name/type, modality of service, date of Service, assigned court service unit, the relevant Youth's first and last name, Youth juvenile number, the Youth's date of birth and/or age, and any other applicable requirements.

- a. **Assessments and Evaluations.** Assessments and Evaluations shall be conducted by an appropriately qualified professional and shall include a report that captures a summary of the clinical evaluation, case conceptualization, working diagnosis, answer(s) to referral question(s), and recommendations. Evaluation reports shall be sent, by the end date on the POSO, to the designated DJJ Staff and the PRIME CONTRACTOR, and shall include a minimum of the following:
 - i. Name and dates of interviews, records reviewed, testing inventories or instruments utilized; and
 - ii. Date of the report, signature and credentials of the evaluator, including a co-signor as necessary in accordance with applicable laws and regulations.

- b. **Service Plans.** PROVIDER shall design an individualized Service Plan (or Treatment Plan) in conjunction with the Youth, designated DJJ Staff and, when applicable, the parent(s)/guardian(s). Such Service Plan must be consistent with, and describe a reasonable plan to meet, the goals of the court in accordance with the DJJ-provided case plan, and reason for the referral. It must comport with the Youth's court supervision status, the criminological needs identified in the referral packet, YASI, and other related assessments. Service Plans shall be sent to the designated DJJ Staff and the PRIME CONTRACTOR, and shall include the following:
- i. Overarching, measurable, achievable goals related to the reason for referral and, as applicable, Youth Assessment and Screening Instrument ("YASI") Domains as identified at time of referral;
 - ii. Specific time-limited objectives and measurable action steps the youth (and/or family) will complete, Related tasks indicators for the achievement of identified outcomes as they apply to the Youth's achievement of the overarching goal and discharge from Services; and
 - iii. Signatures of the Youth, the Youth's parent(s)/custodian(s) (where applicable), and designated DJJ Staff.
- c. **Monthly Progress Reports.** PROVIDER shall submit written monthly reports addressing each goal of the treatment plan related to authorized Services on the POSO. Monthly Progress Reports shall be submitted to PRIME CONTRACTOR no later than the fifth (5th) day following the end of the month during which Services were delivered and must include the following:
- i. Progress towards the overarching goals and identified objectives listed in the Service Plan, related to the reason of the referral.
 - ii. Specific activities and strategies worked on during each session.
 - iii. Assessment of protective factors and the level of family engagement partnership, including specific strategies and activities.
 - i. Completion date or anticipated completion of each goal and objective.
 - ii. Revisions to measurable objectives.
 - iii. Reports shall include the following information regarding all Service provision:
 - (1) the date, time and duration of each Service unit,
 - (2) the purpose of Service,
 - (3) the names of the individuals involved in the session/ Service, and
 - (4) the location at which the Service was provided or the Service delivery modality (e.g., Tele-health, telephone, etc.)
 - iv. Progress Reports shall include all case-related contacts.
- d. **Discharge Reports.** The PROVIDER shall submit a fully and accurately completed cumulative written Discharge Report to the PRIME CONTRACTOR and the designated DJJ Staff within 20 calendar days of termination of Services. The discharge plan must be completed prior to submission of the final invoice for payment. The discharge report shall include:
- i. Status of discharge (e.g., completion or non-complete).
 - ii. Overall progress made toward the identified measurable goals with emphasis on needs identified by the referring worker at time of referral.
 - iii. Overall progress made on items within the domains of the YASI.
 - iv. Overall protective factors at time of program/Service completion.
 - v. Youth-specific recommendations for continued Services or supports, with a Transition Plan as requested.
- e. **Safety Plans and Relapse Prevention Plans**
- i. PROVIDER shall provide Youth a mutually developed Relapse Prevention Plan (e.g., Sustainability Plan, Transition Plan, etc.) at the close of Services to include, without limitation, Substance Abuse Services, Services for Youth with Sexualized Behavior (YSB), Multi-Systemic Therapy (MST), and Functional Family Therapy (FFT), as appropriate.

- ii. Relapse Prevention Plans shall be provided to the Youth and DJJ Staff at the time-of-Service termination and to the PRIME CONTRACTOR with the final invoice and within 20 calendar days of termination of Service.
 - iii. **For Youth with Sexualized Behaviors**, the PROVIDER shall develop a functional and collaborative Relapse Prevention Safety Plan (RPSP) with the Youth, DJJ Staff, and parent(s) and/or guardian(s), when applicable, upon Service initiation or at the development of the Service Plan.
 - iv. All RPSPs will be based on DJJ's RPSP Guidelines, taking into account the Youth's risk level, individual needs, and responsivity to reduce risk, increase safety, and maximize the Youth's potential for pro-social development. PROVIDER shall provide the PRIME CONTRACTOR, referring DJJ Staff, Youth, and parent(s) and/or guardian(s), when applicable, a copy of the RPSP within the 30 days of initiation of Services. The RPSP shall be submitted to PRIME CONTRACTOR with the PROVIDER's invoice for the Youth's first month of receiving Services. (Reference document available from PRIME CONTRACTOR upon request).
 - v. The PROVIDER shall update and revise the RPSP with the Youth as needed throughout the delivery of Services; a final copy shall be provided to the Youth at the close of Services and attached to the Discharge Summary.
- f. **Other Documentation.**
- i. PROVIDER shall include details of the Feedback Session (as defined in the EBA Service Definitions and Fees) in the Evaluation Report, including the date and participants; or PROVIDER may submit a summary of the Service in a report with the billing.
 - ii. Upon request, the PROVIDER shall provide the PRIME CONTRACTOR with a copy of any reports, including, but not limited to, progress notes, safety plans, transition/relapse prevention plans, social histories, physical examinations, psychological exams, and psychiatric evaluations performed by the PROVIDER or while in the PROVIDER's care.
 - iii. PROVIDER and any of its subcontractors shall maintain such records as required by Section N, below.
 - iv. PROVIDER shall collect and maintain fiscal and statistical data on program outcomes pursuant to Sections K, L and N below.
- g. **Serious Incident Reporting.**
- i. General Rule. All serious incidents, *actual or alleged*, relating to a Youth shall be reported by the PROVIDER. Serious incidents include but are not limited to: Death; Fire; Alleged child abuse or neglect; Serious juvenile injury or illness; suicide attempt; Serious staff injury or illness; assault or altercation; Juvenile assault on staff; Staff arrest or serious misconduct; and any other serious occurrence out of the ordinary course of operations that is likely to attract attention of the media or the general public or that could result in litigation. (Refer to full list of serious incident types, definitions, and instructions included on the Commonwealth of Virginia Department of Juvenile Justice Service Provider and Local Partner Incident Report: <https://evidencebasedassociates.com/wp-content/uploads/2019/04/Direct-Care-DSP-Incident-Report-Form.docx> and <https://evidencebasedassociates.com/wp-content/uploads/2019/11/Service-Provider-Incident-Report-Not-In-Direct-Care-Status-11-1-2019.docx>)
 - ii. SIR Report. The Serious Incident Report (hereinafter, "SIR") shall provide a factual, concise account of the incident, on the DJJ-approved SIR Form within the approved time frames. The report shall include a minimum of: the name of the PROVIDER, the name of the Youth, the date and time of the actual incident, the location of the incident the names, titles, and locations of staff who responded, a description of the incident including a clear statement of what happened including any physical evidence, nature of the response including any use of physical force, any medical treatment, any external assistance, any program sanctions, criminal charges or justification when criminal charges are not sought in instances of assault causing serious injury, the action taken, the names of any witnesses, any recommendations,

the name of the individual completing the report, the date of the report, and all notifications made. (Reference: DJJ Incident Reports available upon request).

- i. SIR Notification. Proper notification of the incident shall be made to (1) the appropriate public safety authority, as required by law and the State licensing board; (2) Verbal notification of the incident shall be provided to the Youth's parent(s)/custodian(s) and designated DJJ Staff on the day of the incident and (3) Written notification of the incident on the required form, shall be provided to the PRIME CONTRACTOR and designated DJJ Staff within one business day of the incident.

h. Service Completion Data

- i. Submit individual Youth and Service completion information through the submission of the PRIME CONTRACTOR'S Service Completion Form or other approved EBA document, to capture the service initiation date, actual Service start date, Treatment Plan date, Service end date, total dosage, completion status, and progress towards goals. *Forms located on the EBA website.*

i. Utilization Review

- i. PROVIDER shall ensure that the Youth is progressing toward the goals in the Treatment/Service Plan. The PROVIDER shall notify the PRIME CONTRACTOR and DJJ Staff if:
 1. Progress is not made over two (2) reporting periods,
 2. Following two (2) or more acts of omission or avoidance of the Youth and/or family in a single monthly reporting period, preventing the delivery of Services as specified in the POSO and Service Plan, including but not limited to, lack of participation or cancellation.

- J. Quarterly and Annual Outcome Reports.** Each PROVIDER shall submit quarterly and annual reports, as requested, to reflect the effectiveness of Services and outcome of the Services for Youth served. The performance areas to be addressed shall include, without limitation, the following:

- i. Summary utilization data (e.g., number of Youth served in various programs s) including decreased risk factors and increased protective factors at the time of program completion, when applicable;
- ii. Summary of effectiveness of Services and outcomes;
- iii. Attachment of reviews and reports prepared by licensing bodies;
- iv. Summary of results of any self-audits, compliance audits, or quality assurance reviews;
- v. Summary of continuous quality improvement efforts and performance improvement plans;
- vi. Summary of completion status and treatment dosage goals (aggregate population);
- vii. Summary of serious incidents;
- viii. Summary of significant Staff development events or training;
- ix. Attachment of quality assurance and/or fidelity reviews by Evidence Based Program (EBP) model proprietors' fidelity reports, to include without limitation Multi-Systemic Therapy (MST) Performance Improvement Review (PIR) and Functional Family Therapy (FFT) TYPE Report, as applicable; and
- x. Performance Measures/Objectives.

FAILURE TO SUBMIT OUTCOME PROGRESS REPORTS TO THE PRIME CONTRACTOR WILL RESULT IN NON-PAYMENT OF SUBMITTED INVOICES.

- K. Performance Objectives.** PROVIDER shall meet the applicable performance measures required by DJJ and PRIME CONTRACTOR in accordance with the Prime Contract. Developing Performance Objectives may be a collaborative process between DJJ, the PRIME CONTRACTOR, and the PROVIDER based on the service type. If the PROVIDER fails to comply with the improvement plan and/or repeatedly misses Performance Objectives, the PRIME CONTRACTOR may increase Programmatic Oversight to include supervision, monitoring visits, required training, suspension of referrals, charge a financial penalty, withhold payment for Services, and/or terminate this Agreement, at the discretion of PRIME CONTRACTOR.

- L. **Programmatic Oversight.** PRIME CONTRACTOR shall, as a condition of its contract with the Commonwealth, monitor and oversee the delivery of Services for Youth placed pursuant to this Agreement. PROVIDER shall cooperate with PRIME CONTRACTOR by providing any requested records, reports, or documentation related to achievement of the Performance Objectives (including reports to DJJ Staff) in a timely manner. PROVIDER agrees that PRIME CONTRACTOR may share such records, reports, and/or documentation with DJJ and DJJ's regional service coordination agency's elsewhere within the Commonwealth pursuant to applicable law. Timeliness of reports shall be determined in the sole discretion of the PRIME CONTRACTOR. PRIME CONTRACTOR may conduct periodic, announced or unannounced, programmatic and administrative monitoring to assess the PROVIDER's compliance with this Agreement and applicable federal and state laws, rules, and the PRIME CONTRACTOR's policies and procedures. PRIME CONTRACTOR may also, at its discretion, participate in PROVIDER's staffing or supervision meetings or calls, PROVIDER shall permit persons duly authorized by the PRIME CONTRACTOR to inspect and evaluate any Services provided, to include records, papers, documents, electronic documents, facilities, goods, and services of the PROVIDER that are relevant to this Agreement, to include program evaluation tools in use by model purveyors, PRIME CONTRACTOR and/or DJJ (e.g. EBP model fidelity tools, Standardized Program Evaluation Protocol (SPEP)), and interview any clients, subcontractors, volunteers, and employees of the PROVIDER under such conditions as the PRIME CONTRACTOR deems appropriate. Following such inspection and evaluation, the PRIME CONTRACTOR will deliver to the PROVIDER a list of its findings, including strengths and deficiencies regarding the manner in which Services are provided. The PROVIDER shall rectify all noted deficiencies specified by the PRIME CONTRACTOR within the specified period of time set forth in the PRIME CONTRACTOR's monitoring report, which may include the development of a Quality Improvement Plan (QIP) or Corrective Action Plan (CAP) to include the PROVIDER'S actions to meet compliance with this agreement. If the PROVIDER fails to comply with the improvement plan, the PRIME CONTRACTOR may increase Programmatic Oversight to include supervision, monitoring visits, required training, suspension of referrals, withhold payment for Services, and/or terminate this Agreement, at the discretion of PRIME CONTRACTOR. The PROVIDER's failure to correct these deficiencies within the time specified by the PRIME CONTRACTOR may constitute a breach, and PRIME CONTRACTOR shall be entitled to withhold payment and/or terminate this Agreement. This Section M shall survive the termination of this Agreement.
- M. **Financial Oversight** PROVIDER shall establish and maintain a reasonable accounting system that enables the PRIME CONTRACTOR to readily identify PROVIDER'S assets, expenses, costs of goods, and use of funds. The PRIME CONTRACTOR and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Agreement kept by or under the control of the PROVIDER, including, but not limited to, those kept by the PROVIDER, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but shall not be limited to, accounting records; written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers, including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back-charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence. PROVIDER shall, at all times during the term of this Subcontractor Agreement, and for a period of five (5) years after the completion of this Subcontractor Agreement (or longer if necessary for the purposes of an unresolved State, local or Federal audit), maintain such records, together with such supporting or underlying documents and materials. The PROVIDER shall, at any time requested by PRIME CONTRACTOR, whether during or after completion of this Subcontractor Agreement, and at PROVIDER'S own expense, make such records available for inspection and audit (including copies and extracts of records as required) by the PRIME CONTRACTOR. Such records shall be made available to the PRIME CONTRACTOR during normal business hours at the PROVIDER'S office or place of business and subject to a three-day written notice. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the PRIME CONTRACTOR. **PROVIDER shall ensure that the PRIME CONTRACTOR has these rights with PROVIDER'S employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the PROVIDER and any subcontractors to the extent that those**

subcontracts or agreements relate to fulfillment of the PROVIDER'S obligations to the PRIME CONTRACTOR.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the PRIME CONTRACTOR may recoup the costs of the audit work from the PROVIDER. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the PROVIDER'S invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of PRIME CONTRACTOR'S findings to PROVIDER. This Section M shall survive the termination of this Agreement.

N. **Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, (iv) overnight mail, or (v) electronic e-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. **PRIME CONTRACTOR:** Kara Brooks, Project Director
MAILING ADDRESS: PO Box 214 Powhatan VA 23139
E-mail: kbrooks@ebanetwork.com
Phone: (804) 433-7554

With a copy to: Nicole Janer njaner@ebanetwork.com

All notices of legal issues required to be provided by the PRIME CONTRACTOR to the PROVIDER shall be directed to:

- b. **PROVIDER:** NAME: _____
MAILING ADDRESS: _____
EMAIL: _____
PHONE: _____

O. **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. All notices, including, but not limited to, Progress Reports, Serious Incident Reports, and billing required by this CONTRACT to be provided to the PRIME CONTRACTOR shall be directed to:

- a. **PRIME CONTRACTOR Manager:** Kara Brooks, Project Director
MAILING ADDRESS: PO Box 214 Powhatan VA 23139
E-mail: kbrooks@ebanetwork.com
Phone: (804) 433-7554

- b. **PROVIDER Manager:** NAME: _____
MAILING ADDRESS: _____
EMAIL: _____
PHONE: _____

P. **Additional Terms and Conditions.** Additional terms and conditions of this Subcontractor Agreement are set forth in Appendix A ("EBA Service Definitions and Fees"), Appendix B (the "EBA Terms and Conditions"), Attachment C (the "Confidentiality Agreement"), and Appendices D-F (DJJ Standard Operation Procedures (SOP) re: Non-Security Dress Code, Code of Conduct, and PREA Standards). The aforementioned appendices 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 hereto are referred to collectively as this "Agreement." All capitalized terms used in this Subcontractor Agreement and not defined herein have the meanings set forth in the EBA Terms and Conditions. By signing below, PROVIDER hereby acknowledges PROVIDER's receipt of all documents referenced above.

Q. **ENTIRE AGREEMENT.** Any documents referred to in this Agreement but not attached hereto, including, but not limited to, any POSO, are incorporated herein by reference as if fully set forth. No other understandings, oral or written, are deemed to exist or to bind either of the parties hereto in relation to the client identified on the POSO. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid and effective only when they have been reduced to writing, signed by an authorized representative of the PRIME CONTRACTOR and of the PROVIDER, and are attached to this Agreement. Where there exists any inconsistency between the provisions of this Subcontractor Agreement and of any other documents incorporated herein by reference or otherwise, the provisions of this Subcontractor Agreement shall control. This Agreement, including all applicable Attachments, constitutes 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.**

IN WITNESS THEREOF, the parties have executed this Agreement as of the Effective Date.

Evidence-Based Associates

PRIME CONTRACTOR

PROVIDER

By: _____
(signature)

By: _____
(signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EBA Terms and Conditions

- I. **APPLICABLE LAWS AND COURTS.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. PROVIDER shall comply with all applicable federal, state, and local laws, rules, and regulations.
- II. **ANTI-DISCRIMINATION:** PROVIDER represents and warrants to the PRIME CONTRACTOR 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 PROVIDER 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 PROVIDER 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 PROVIDER agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - C. The PROVIDER, in all solicitations or advertisements for employees placed by or on behalf of the PROVIDER, will state that such PROVIDER 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.
 - E. If the PROVIDER employs more than five employees, the PROVIDER shall (i) provide annual training on the PROVIDER'S sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the PROVIDER'S sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the PROVIDER owns or leases for business purposes and (b) the PROVIDER'S employee handbook.
 - F. If the PROVIDER violates one of these provisions, the PRIME CONTRACTOR may terminate the affected part of this contract for breach, or at its option, the whole contract.
 - G. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the PROVIDER, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
- III. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the PRIME CONTRACTOR, the PROVIDER certifies that the PROVIDER does not, and shall not, during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

- IV. **DEBARMENT STATUS:** The PROVIDER represents and warrants that it is not currently debarred by the Commonwealth of Virginia from providing services covered by this Agreement. PROVIDER further certifies that it is not an agent of any person or entity that is currently debarred by the Commonwealth of Virginia nor is PROVIDER created or used for the purpose of circumventing a debarment decision against another vendor.
- V. **INSURANCE:** By signing the AGREEMENT or accepting a Purchase of Services Order PROVIDER certifies it shall, at minimum, have and maintain at all times the following types and amounts of insurance coverage. PROVIDER 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, PROVIDER shall provide PRIME CONTRACTOR with an insurance certificate evidencing the coverage and limits required under this Agreement. PROVIDER shall provide at least thirty (30) days' prior written notice to PRIME CONTRACTOR before any material alteration of coverage may take effect. PROVIDER shall deliver to PRIME CONTRACTOR, upon written request, satisfactory evidence of such insurance at any time during or after the Term. Failure of the PROVIDER to obtain and maintain such insurance shall be a breach of this Agreement, for which the PRIME CONTRACTOR shall have the right immediately to terminate this Agreement without notice to the PROVIDER.
- A. **Workers' Compensation.** Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. PROVIDERS shall notify PRIME CONTRACTOR of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia*.
 - B. **Employer's Liability.** \$100,000.
 - C. **Commercial General Liability.** \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products, and completed operations coverage. **The Commonwealth of Virginia and the PRIME CONTRACTOR must be named as an additional insured and so endorsed on the policy.**
 - D. **Automobile Liability.** \$1,000,000 combined single limit. Required only if a motor vehicle is to be used in the contract. PROVIDER must assure that the required coverage is maintained by the PROVIDER (or third-party owner of such motor vehicle).
 - E. **Professional Liability.**
 - I. HealthCare Practitioner (to include Physicians, Podiatrists, Chiropractors, Physical Therapists, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations) \$2,600,000 per occurrence, \$4,250,000 aggregate. These limits shall increase each July 1 through fiscal year 2031 in accordance with *Code of Virginia* § 8.01-581.15.
 - II. All other Professions \$1,000,000 per occurrence, \$3,000,000 aggregate, unless otherwise outlined by the *Code of Virginia* § 8.01-581.15.
- VI. **DRUG-FREE WORKPLACE:** PROVIDER agrees to (i) provide a drug-free workplace for the PROVIDER'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 PROVIDER'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 PROVIDER that the PROVIDER 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.

- VII. **DEFAULT.** In case of failure to adequately deliver services in accordance with this Agreement, the PRIME CONTRACTOR, after due oral or written notice, may procure them from other sources and hold the PROVIDER responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the PRIME CONTRACTOR may have.
- VIII. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH.** A PROVIDER organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership 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. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act 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 the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- IX. **CIVILITY IN THE WORKPLACE.** PROVIDER shall take all reasonable steps to ensure that no individual, while performing work on behalf of PROVIDER or any subcontractor of PROVIDER in connection with this agreement shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.
- X. **COMPLIANCE WITH LAW AND POLICY.**
- A. PROVIDER shall comply with (1) PRIME CONTRACTOR's written policies, procedures, and standards, and (2) all local, state, and federal laws, rules, regulations, and codes, related to the performance of Services pursuant to this Agreement.
 - B. PROVIDER 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 PRIME CONTRACTOR or another local, state, or federal agency, to perform Services pursuant to this Agreement. Such licenses, protocols, certifications, and permits must be active and up to date at all times during the Term. Prior to execution of this Agreement, PROVIDER shall provide to the Contract Manager copies of all current licenses or certificates required for the delivery of Services.
 - C. Any and all waivers of PRIME CONTRACTOR's policies, procedures and/or standards shall be reduced to writing and signed by both Parties.
- XI. **AMERICANS WITH DISABILITIES ACT.** PROVIDER shall not exclude anyone from participating in; deny anyone he proceeds or benefits of; not otherwise subject any person(s) or entity(ies) to any form of discrimination based on the race, creed, color, national origin, age, sex, or disability. PROVIDER shall comply with the pertinent portion of the Americans with Disabilities Act of 1990; P.L. 101-336.
- XII. **SUBCONTRACTING.** PROVIDER shall not subcontract for any of the work performed pursuant to this Agreement without the written approval of the PRIME CONTRACTOR. In any subcontractor agreement, PROVIDER 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 PRIME CONTRACTOR and shall not relieve PROVIDER of its obligations under this Agreement.
- XIII. **RECORD RETENTION.** The PROVIDER shall retain all books, records, timesheets, receipts, agreements, and other documents ("Records") relative to this contract for five (5) years after the final payment, or until audited by the Commonwealth of Virginia, whoever is sooner. The PRIME CONTRACTOR, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period. The PROVIDER and any subcontractors shall retain and, upon request, provide copies to PRIME CONTRACTOR of the following: disaggregated raw results and summary results from any stakeholder surveys administered, copies of scoring rubrics and other monitoring and quality assurance tools utilized, and fidelity and performance data collected, including fidelity and data provided by third-party model proprietors. PROVIDER

shall provide copies of Records to PRIME CONTRACTOR within seven (7) days of a request by PRIME CONTRACTOR.

XIV. **INTELLECTUAL PROPERTY.**

- A. All inventions, works of authorship, and developments conceived, created, written, or generated by or on behalf of PRIME CONTRACTOR ("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 PRIME CONTRACTOR. PROVIDER agrees that, to the extent that the ownership of any contribution by PROVIDER or its employees to the creation of the IP is not, by operation of law or otherwise, vested in PRIME CONTRACTOR, PROVIDER hereby assigns and agrees to assign to PRIME CONTRACTOR 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. To the extent any of the rights, title, and interest in and to the IP or intellectual property rights therein cannot be assigned by PROVIDER to PRIME CONTRACTOR, PROVIDER hereby grants to PRIME CONTRACTOR an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title, and interest. To the extent that the foregoing assignment and license are not enforceable, PROVIDER agrees to waive and never assert against PRIME CONTRACTOR those non-assignable and non-licensable rights, title, and interest.
- C. PROVIDER agrees to execute any documents or take any actions as may reasonably be necessary, or as PRIME CONTRACTOR may reasonably request, to perfect ownership of the IP. If PROVIDER is unable or unwilling to execute any such document or take any such action, PRIME CONTRACTOR may execute such document and take such action on PROVIDER's behalf as PROVIDER's agent and attorney-in-fact. The foregoing appointment is deemed a power coupled with an interest and is irrevocable.

XV. **NO EJECT/NO REJECT.**

PROVIDER shall serve any and all DJJ-involved Youth who are appropriately referred and for whom the Service is, in the discretion of the PROVIDER, clinically appropriate. This includes, but is not limited to, referrals made to programs based on the admission/exclusionary criteria, program description, Youth's identified needs, program availability, clinical judgement, responsivity barriers, and program interviews, when appropriate. A referral is appropriately referred if the PROVIDER has indicated to PRIME CONTRACTOR, pursuant to Section (B)(a) of the Subcontractor Agreement, that the PROVIDER has the capability and desire to provide such Service in the location in which the Service is referred. Upon initiation of Service with the Youth, it is feasible that a PROVIDER may communicate to the PRIME CONTRACTOR and the referring DJJ Staff the need for a higher level or different Service. The DJJ Staff should support any decisions about changes in Services and the PROVIDER will assist in a transition between Services, when applicable.

Maintaining a continuum of Services to all Youth in the DJJ system is considered an essential element in the successful performance of PRIME CONTRACTOR AND PROVIDER.

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

Importantly, alternative Services may be utilized from within the continuum or community resources and not through program discharge without the agreement of DJJ. If the PROVIDER no longer desires to provide Services to a Youth, based on new behaviors, increased needs, or other safety concerns, the PROVIDER shall provide written notice to PRIME CONTRACTOR and designated DJJ Staff of its desire to terminate Services, to include a reasonable justification for the notice. The termination shall be effective in thirty (30) days upon receipt of the notice from the PROVIDER. Additional Services may be available to support the Youth and PROVIDER until a termination or removal occurs.

Notwithstanding the above, Services may also be terminated if all parties, including the DJJ Staff, Courts, parent(s)/custodian(s), and the PRIME CONTRACTOR agree to such termination. If termination is approved, PROVIDER shall assist the PRIME CONTRACTOR in transition planning and assist, if requested, in the identification of an alternative Service for the Youth.

- XVI. **SUPPLEMENTARY EXPENDITURE.** PRIME CONTRACTOR, at its option and without notice to the Provider, shall have the right to make any payment or expenditure, on behalf of the PROVIDER, in the event the PROVIDER 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 PRIME CONTRACTOR 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 PROVIDER's property. Any payment by PRIME CONTRACTOR shall be without prejudice to any of PRIME CONTRACTOR's rights or remedies under this Agreement, at law, or in equity. All sums paid by PRIME CONTRACTOR, including indirect costs incurred by PRIME CONTRACTOR, pursuant to this paragraph, to bring a PROVIDER into compliance with the terms of this Agreement, shall be immediately due and payable from the PROVIDER. Such sums may be recovered by PRIME CONTRACTOR by means of an adjustment (offset) to an invoice otherwise payable to the PROVIDER under this Agreement. Payment of the cost described above shall not relieve PROVIDER of the duty of full performance under this Agreement.
- XVII. **OPTIONS.** PRIME CONTRACTOR has the option to modify the Agreement in the event the PRIME CONTRACTOR's needs for programming change. Any increased dosage of Service or changes in Services shall be evidenced by an amendment executed by both parties. The optioned Services may not commence before execution of the amendment.
- XVIII. **INVESTIGATION.** The PRIME CONTRACTOR may make such reasonable investigations as deemed proper and necessary to determine the ability of the PROVIDER to perform the Services and the PROVIDER shall furnish to the PRIME CONTRACTOR all such information and data for this purpose as may be requested. The PRIME CONTRACTOR further reserves the right to refuse payment or to terminate this Agreement if the evidence submitted by, or investigations of, such PROVIDER fails to satisfy the PRIME CONTRACTOR that such PROVIDER is properly qualified to carry out the obligations of this Agreement and to provide the Services contemplated therein.
- XIX. **TESTING AND INSPECTION.** The PRIME CONTRACTOR reserves the right to conduct any test/inspection it may deem advisable to assure Services conform to the standards set out in this Agreement.
- XX. **SUSPENSION OF WORK.** The PRIME CONTRACTOR may, in its sole discretion, suspend any or all activities under any POSO, at any time, when in the interests of the PRIME CONTRACTOR to do so. The PRIME CONTRACTOR shall provide the PROVIDER written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, or a declaration of emergency. After receiving a suspension notice, the PROVIDER shall immediately comply with the notice. Within ninety (90) days, or any longer period agreed to by the PROVIDER, the PRIME CONTRACTOR shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Agreement. The PROVIDER will not receive compensation during the suspension period for the Services that are under suspension.
- XXI. **TERMINATION.**
- A. **Termination by Parties.** This Agreement may be terminated:
- i. This Agreement shall be terminable by PRIME CONTRACTOR, in its sole discretion, by providing written notice at least ten (10) days prior to the expiration of the Initial Term or then-current Renewal Term and such termination shall be effective on the last day of the Initial Term or the last day of the then-current Renewal Term.
 - ii. By PROVIDER at the end of the Initial Term or then-current Renewal Term, provided that the PROVIDER provides at least sixty (60) days prior written notice to the PRIME CONTRACTOR. Such termination shall be effective on the last day of the Initial Term or the last day of the then-current Renewal Term (if written notice was timely provided). The PROVIDER shall be

operating in a state of compliance with this Agreement at the time the notice is issued and shall remain in compliance for the duration of the notice period); or

- III. At any time by *mutual written agreement* of the Parties; or
- IV. By PRIME CONTRACTOR, for convenience, upon at least thirty (30) days prior written notice; or
- V. Immediately if PRIME CONTRACTOR, in its sole discretion, believes that PROVIDER has jeopardized the health, safety, security of Youth in the care, custody, and control of the PROVIDER or its Staff; or
- VI. Immediately following the cancelation, termination, or expiration of the Prime Contract with DJJ.
- VII. By either Party, immediately, upon the other 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; or
 2. Failure to fulfill 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.

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. PROVIDER shall be entitled to any fees payable hereunder for Services furnished prior to the date of termination.
- 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 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, PROVIDER will work in partnership with the PRIME CONTRACTOR 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.**

XXII. **DEBARMENT.** E-VERIFY PROGRAM: EFFECTIVE 12/1/2013. Pursuant to Code of Virginia, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work **or provide services pursuant to such contract** shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

XXIII. **INDEMNIFICATION.**

- A. PROVIDER shall defend PRIME CONTRACTOR and the Commonwealth of Virginia Department of Juvenile Justice against any claim that Services furnished hereunder by PROVIDER, the content, format, or substance of which is not provided by PRIME CONTRACTOR, infringe any worldwide patents, trade secrets or copyrights. PROVIDER shall not be liable for any claim of infringement arising from PROVIDER's conformance with specifications provided by the PRIME CONTRACTOR.
- B. PROVIDER shall indemnify and hold harmless PRIME CONTRACTOR and the Commonwealth of Virginia Department of Juvenile Justice, their officers, directors, employees, agents and attorneys from and against any claims or actions brought by PROVIDER's employees, agents, independent contractors, clients, or any third parties, and from any and all damages, losses, expenses and reasonable attorney's fees and costs of litigation, arising out of or resulting from any claim related to PROVIDER acts or omissions other than conformance with specifications provided by PRIME CONTRACTOR, including, but not limited to:
 - I. Acts, errors or omissions claims caused by PROVIDER or any of its agents, employees, or independent contractors;
 - II. Property damage claims caused by PROVIDER or any of its agents, employees, or independent contractors;
 - III. Personal bodily injury claims caused by PROVIDER or any of its agents, employees, or independent contractors;
 - IV. Workers compensation claims made by or caused by PROVIDER or any of its agents, employees, or independent contractors;
 - V. Automobile collision damages and injuries claims made by or caused by PROVIDER or any of its agents, employees, or independent contractors; and
 - VI. Discrimination claims made by or caused by PROVIDER or any of its agents, employees, or independent contractors.
- C. Notwithstanding the foregoing, if the PROVIDER is a state or local agency, institution, board, or commissions (e.g., a Community Service Board), PROVIDER shall not be required to indemnify and hold harmless PRIME CONTRACTOR, but shall provide a Liability Certificate of Coverage form to PRIME CONTRACTOR.

XXIV. **DISPUTE RESOLUTION.** PROVIDER and the PRIME CONTRACTOR shall resolve any issues in controversy arising from the award of a contract or any contractual dispute first using Mediation, then binding arbitration using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia, § 2.2-4366*), prior to seeking relief from the courts.

XXV. **BACKGROUND CHECKS.** The PROVIDER shall be in compliance with all State laws, regulations and licensure requirements relating to conducting criminal background checks of employees and volunteers. PROVIDER will conduct criminal background checks on all employees, agents, or representatives who will be in a DJJ facility on more than two occasions. Any individual who has not satisfactorily completed a background check and is admitted to the facility for their first or second visit shall not be alone with a resident at any time. Contractor shall prohibit any representative who has not satisfactorily completed the background check in accordance with DJJ's requirements from entering DJJ facility on more than two occasions.

XXVI. **SECURITY REQUIREMENTS.** For PROVIDER Personnel on premises at a correctional facility:

- A. PROVIDER 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 detecting 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 violators will be prosecuted under the provisions of the Code of Virginia. The PROVIDER's Personnel are prohibited from bringing into or taking out of the institution any items unless specifically approved. Any interaction between a PROVIDER's employee and any resident which assists the prisoner to escape is a felony and will be prosecuted. PROVIDER'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. PROVIDER'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 PROVIDER'S Personnel must be in possession of a valid identification with a recent, clear photo in order to enter a facility.
- G. All PROVIDER'S Personnel are required to be dressed appropriately for the duties they are performing. The PROVIDER'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.

XXVII. **DJJ PROCEDURES.** PROVIDER shall comply with DJJ's non-security dress code requirements and comply with DJJ's Code of Conduct when on premises at a correctional facility.

XXVIII. **PREA COMPLIANCE.** If applicable, PROVIDER and its employees or representatives will comply with the Prison Rape Elimination Act of 2003 ("PREA," Federal Law et seq.) and with all applicable PREA Standards, and DJJ procedures and 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. PROVIDER'S employees or representatives who work directly with the juveniles in the custody of DJJ shall complete the PREA training as part of their facility orientation. Failure to comply with PREA, including PREA Standards and DJJ procedures may result in termination of the Agreement.

XXIX. **MANDATORY REPORTING.** PROVIDER shall comply with the applicable child abuse and neglect mandatory reporting requirements contained in Section 63.2-1509 of the Code of Virginia.

XXX. **CONFIDENTIALITY.**

- A. **General Requirements.** PROVIDER agrees to adhere to all Federal and State laws and regulations regarding confidentiality of juvenile offender and student information, including the use of required Consent to Exchange Information forms by other PROVIDERS and Sub-contractors.
- B. Any information obtained by the PROVIDER concerning any Youth pursuant to this Agreement shall be treated as confidential. Use and/or disclosure of such information by the PROVIDER shall be limited to purposes directly connected with the PROVIDER'S provision of Services under this Agreement. PROVIDER 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 16.1-300 of the Code of Virginia. This includes, but is not limited to, not photographing a Youth and not permitting media coverage of the Youth without the written permission of the parent(s) or the legal guardian(s). It further precludes audiovisual recording of the Youth as well as prohibits the Youth's participation in any research projects without the written permission of the parents(s) or the legal guardian(s).

- C. Confidentiality Agreement. **PROVIDER 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 contract to sign the Confidentiality Agreement** (Attachment C). PROVIDER shall, upon request, provide signed copies of such Confidentiality Agreements to PRIME CONTRACTOR.
- D. Storage. Contractor 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.
- E. Electronic Records. Any electronic records maintained by the PROVIDER pursuant to this Agreement shall be maintained in accordance with DJJ's Mutual Nondisclosure Agreement and DJJ's Security.
- F. Information Security. PROVIDER shall use an encrypted e-mail product approved by DJJ Information Services to send and receive all e-mails containing data or any other identifying information (e.g., name, juvenile number) concerning Youth and families. All juvenile records and data, including electronic records, shall be maintained securely using means approved by DJJ Research and Information Services. PROVIDER shall be responsible for ensuring PROVIDER'S e-mail encryption product and information maintenance means are approved by the appropriate DJJ departments.
 - a. The PROVIDER shall also ensure that they comply with the Commonwealth of Virginia's Information Security Standard (aka SEC-501), as applicable, for all information technology associated with the handling of sensitive data and information of DJJ. 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 and the DJJ Director.
- G. Failure to comply with this Section XXVIII shall constitute a material breach of this Agreement.

- XXXI. **THIRD PARTY RIGHTS**. This Agreement is neither intended nor shall it be construed to grant any rights, privileges, or interest in any third party without the mutual written agreement of the Parties.
- XXXII. **ASSIGNMENT**. This Agreement shall not be assignable by the PROVIDER in whole or in part without the written consent of the PRIME CONTRACTOR.
- XXXIII. **MODIFICATION, RE-NEGOTIATION, OR AMENDMENT**. 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 contract. PRIME CONTRACTOR is not obligated to pay for costs related to this contract that were incurred prior to the date of contract execution or after the termination of this Agreement. The Parties agree to re-negotiate this Agreement if federal and/or state revisions of any applicable laws, regulations, or PRIME CONTRACTOR policy, manuals, or service definitions make changes in this contract necessary.
- XXXIV. **SURVIVAL**. Sections XIII, XVII, XVIII, XX, XXII, XXIII, XXVIII shall survive the termination of this Agreement.
- XXXV. **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.
- XXXVI. **WAIVER; SEVERABILITY**. Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in a 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.
- XXXVII. **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.

- XXXVIII. **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.
- XXXIX. **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.
- XL. **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.
- XLI. **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.



Background Check Affidavit

As part of the DJJ RSC Model Quality Assurance procedures, we request PROVIDERS verify they are conducting appropriate employee background checks. Please review and complete the form below to verify your organization conducts appropriate employee background checks on all employees, volunteers, and individuals that have direct contact with DJJ Youth and/or family members and return to EBA and/or AMIKids. **If you are unsure or do not believe your organization conducts background checks as set forth below, please contact EBA: Kara Brooks, EBA kbrooks@ebanetwork.com and/or AMI: Korah Skuce, KSkuce@amikids.org immediately.**

Your Name (First, Last)

Organization Name ("PROVIDER")

PROVIDER is a subcontractor of (choose all that apply): EBA AMIKids

The PROVIDER shall be in compliance with all State laws, regulations, and licensure requirements relating to conducting criminal background checks of employees and volunteers. In particular, the PROVIDER agrees that all of its agents, employees, assignees, and volunteers providing Services to, or having direct contact with a child and/or family, **must complete a criminal history check to include sex offender registry** through a local police department, Sheriff's Department, or Virginia State Police office, a **fingerprint check through the Virginia State Police** and Federal Bureau of Investigation, **and the Virginia Child Abuse and Neglect Central Registry** (hereinafter, the "Central Registry"). The PROVIDER agrees that if the PROVIDER or any of its agents, employees, or assignees, having contact with Youth, are named in the Central Registry, the information shall be made available within one (1) business day to the PRIME CONTRACTOR (EBA and/or AMIKids), DJJ Staff and regulatory personnel. The PROVIDER shall remain in compliance with all Federal and State law, regulations, and licensure requirements relating to the conducting of criminal checks of its employees during the Term. *A list of VA DJJ Barrier Crimes available upon request.*

AFFIRMATION:

By signing below I represent and warrant to EBA and/or AMIKids that, to the best of my knowledge, information, and belief, PROVIDER has conducted all required background checks on all employees, volunteers, and other individuals that have direct contact with DJJ Youth and/or their family members in accordance with all applicable State laws, regulations, licensure requirements, agreements, and PROVIDER'S internal policies. (Please attach a copy of all relevant internal policies to this form).

Please note and explain any exceptions here:

I understand that any misrepresentation or falsification on my part may constitute a breach and/or grounds for termination of PROVIDER's Subcontractor Agreement with EBA and/or AMIKids.

Signature: _____

Date: _____