

MEMORANDUM OF AGREEMENT

Between City of Alexandria and the Virginia Department of Juvenile Justice (DJJ)

- I. PARTIES TO THE AGREEMENT:** This agreement is entered into by the City of Alexandria and the Virginia Department of Juvenile Justice (DJJ), 18th District Court Service Unit (18th District CSU).
- III. PERIOD OF AGREEMENT:** From October 1, 2023, through June 30, 2024, and renewable in accordance with paragraph X, Section I.
- IV. PURPOSE:** The purpose of this agreement is to describe the relationship under which City of Alexandria is to provide a dedicated position to provide behavioral health services to juvenile offenders referred by DJJ's 18th District CSU.
- IV. SCOPE OF SERVICES:**

A. Responsibilities of the City of Alexandria

Staffing: City of Alexandria Senior Therapist for Substance Use Disorders

The City of Alexandria will:

1. Provide a full-time Forensic Senior Therapist for Substance Use Disorders (SU Therapist) to work 40 hours per week to provide services to juveniles referred by DJJ. Approximately 20 hours and/or a minimum of one service contact per individual referred of the 40 hours worked per week are to be the direct provision of services to DJJ-referred juveniles and their families. (Note: The remaining 20 hours/week will be utilized in support of DJJ-referred juveniles and their families, via collateral contacts, case staffing, case notations, and court hearings.)
2. Ensure that services provided under this agreement shall be delivered by SU Therapist registered with and in good standing with the Virginia Board of Psychology and that verification of the staff member's credentials is available through the Virginia Department of Health Professions On-line License Lookup.
3. Ensure all services provided as part of this agreement are performed by qualified staff as determined by scope of practice regulations issued by the Department of Health Professions / Board of Counseling.
4. Ensure that the SU Therapist hired under this funding source shall not provide services to clients other than those referred by DJJ during the designated hours assigned to serve DJJ-referred juveniles and families.
5. Ensure that this position is not used to supplant existing City-funded positions assigned to serve Court Service Unit-referred youth.
6. At time of original agreement and with each subsequent renewal will provide a copy of the job description (attached) and for filled positions a copy of the staff person's license eligibility.

Services to be Delivered: (should be customized by checking services provided)

1. The City SU Therapist will provide but not be limited to the following services:
 - a. Mental Health Assessments;
 - b. Substance Abuse Assessments;
 - c. Individual Counseling;
 - d. Family Counseling;
 - e. Group Counseling;
 - f. Relapse Prevention Counseling;
 - g. Trauma-Focused Cognitive Behavioral Therapy;
 - h. Intensive Case Coordination / High Fidelity Wraparound;
 - i. Educational Groups (List Type(s): SA Education);
 - j. Brief Motivational Intervention;
 - k. Crisis Intervention; and
 - l. Referrals for psychiatric services for medication when applicable.
2. As needed, in addition to providing the services listed above, the SU Therapist will identify and arrange for the continuation of services through DJJ's 18th District CSU, Community Services Board, or other community-based agency subsequent to youth being released from supervision or involvement with the juvenile justice system. Offenders participating in the project will be given priority on waiting lists and every effort will be made to ensure continuity of services.
3. Services delivered by this position will serve exclusively those youth open to an official status of (e.g., diversion, CSU case management / post-dispositional monitoring, probation, parole) and referred by the CSU.

Case Processing and Management

City of Alexandria will:

1. Provide notice of receipt of referral and admission into services to the referring 18th District CSU staff member within three (3) working days.
2. Open a case file that uniquely identifies referrals from the DJJ.
3. Develop an individualized treatment plan on each referral that is consistent with any case plans developed by the 18th District CSU and addresses major problem areas as identified by a mental health assessment or a Youth Assessment & Screening Instrument (YASI) Full Assessment provided by the 18th District CSU.
4. Complete a CANS or other needs or mental health screens or assessments as needed.
5. Place treatment notes in each referral's file that reflect actions taken to address the treatment plan for each treatment session.
6. Provide regular, monthly progress reports on each referral currently receiving services on or before the 5th working day of the month following the month that services were delivered.
7. Meet regularly with designated 18th District CSU staff to discuss cases.

8. Notify the designated 18th District CSU staff of any absences from scheduled sessions, within 24 hours of occurrence or the next business day.
9. Notify the designated 18th District CSU staff of juvenile's failure to meet goals and objectives of their treatment plan and/or need to revise the plan if it requires substantially different provision of services within five (5) working days of such determination.
10. Provide written summary of the juvenile's response to treatment within ten (10) working days of discharge from treatment.
11. Provide a monthly aggregate report of activities to the 18th District CSU Director using a template provided by DJJ.

Administration, Monitoring and Evaluation

City of Alexandria will:

1. Designate a contact person who shall be responsible for the administration of this agreement.
2. Participate with DJJ in the design and implementation of methods of evaluating service effectiveness.

B. Responsibilities of DJJ

Assessment and Referral:

DJJ's 18th District Court Service Unit, will:

1. Make referrals based on services identified in the YASI Case Plan, or other assessments as indicated. Referrals will include but not be limited to high risk, high need Probation and Parole adolescents. The 18th District CSU will develop a target capacity and a wait list protocol with the City of Alexandria to implement when capacity is reached.
2. Upon obtaining the relevant permissions as referenced in Section VI, provide referral information to include but not be limited to the CANS (when applicable), YASI Full Assessment, psychological evaluation, social history, any behavioral health assessments, court history sheet, YASI case plan, MHSTP, and JCC/Direct Care progress reports (parole youth only).

Case Management:

DJJ will require the designated 18th District CSU staff to:

1. Participate in case reviews, assist as appropriate in facilitating the treatment process and provide on-going consultation.
2. Notify the SU Therapist of any changes made to the youth's YASI Case Plan or sanctions applied to juvenile, which affects participation in treatment.
3. Provide the results of any drug or alcohol tests conducted.

4. Participate in regular case reviews to discuss progress and to determine appropriate incentives and sanctions to both positive and negative responses to intervention.

Administration, Monitoring and Evaluation

DJJ, 18th District Court Service Unit, will:

1. Provide a contact person who shall be responsible for the administration of this agreement.
2. Conduct periodic reviews and audits of services provided under this contract.
3. Record, maintain and provide upon request service record data and statistical data relative to the juveniles being served.

V. LOCATION, ADMINISTRATIVE SUPPORT AND SUPERVISION:

1. The 18th District CSU will provide a workspace (either office or workstation) and access private therapeutic meeting space to the SU Therapist, located at the CSU. The CSU will provide all necessary office equipment and supplies to include but not be limited to desk, chair, telephone, computer, and locked file cabinet.
2. The 18th District CSU will provide access to space necessary for group sessions, fax machine or scanner, printer, and copier.
3. Personnel assigned to DJJ by the City of Alexandria will remain City employees and subject to all payroll and personnel rules and practices governing City of Alexandria employees.
4. The City of Alexandria's Therapist Supervisor will provide the SU Therapist staff delivering services under this agreement with required clinical supervision.
5. The 18th District CSU Director will be responsible for ensuring 18th District CSU supervisors are informed of the personnel rules governing employees assigned to the unit by the City of Alexandria and adhere to such rules in supervising such employees.
6. The 18th District CSU and City of Alexandria representatives will establish procedures for the City-funded Therapist Supervisor to report and address the work performance of the SU Therapist. Specific emphasis will be placed on procedures to be taken to complete annual job performance evaluations and to report interim job performance observations.
7. The City of Alexandria Therapist Supervisor will establish work hours and evaluate the work activities of the employee. Work hours will be developed by the Therapist Supervisor in consultation with and approved by the CSU Director.
8. The 18th District CSU and City of Alexandria representatives will develop and implement written procedures for reporting and acting upon work-related disciplinary infractions committed by the employee. In addition, DJJ and City of Alexandria representatives will ensure that written procedures are available that provide the employee the opportunity to seek management resolution of workplace issues and to initiate formal grievance through the City of Alexandria if deemed necessary by the employee.

VI. CONFIDENTIALITY:

DJJ and the City of Alexandria will adhere to all other Federal and State laws and regulations regarding confidentiality of juvenile offender and behavioral health information. The parties will have clients sign the appropriate consent forms to allow sharing of information.

- A. General Requirement: All parties agree to adhere to all Federal and State laws and regulations regarding confidentiality of juvenile offender information.
- B. Confidentiality Agreement: Each Service Provider and assigned partner agency staff members shall sign and return to the designated contact person a Confidentiality Agreement (Attached).
- C. Storage: Service Provider and Partner Agencies 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.

VII. CROSS TRAINING:

- A. Training for staff of DJJ's 18th District CSU and the City of Alexandria's SU Therapist will be jointly conducted to awareness of the requirements of this agreement. The respective contact persons for the agencies will conduct and/or coordinate such training.
- B. Mutual training opportunities will be conducted periodically to enhance the services provided to clients. Such training will be scheduled as mutually agreed upon by the DJJ and City of Alexandria.

VIII. PRICING AND PAYMENT TERMS:

- A. Payment to the City of Alexandria will be up to a maximum of \$136,589.66 annually made by the DJJ quarterly, on a reimbursement basis. The City of Alexandria will submit an invoice that indicates the period covered by the invoice, the number of hours worked, and the agreed upon quarterly reimbursement of salary and fringe. The Department of Juvenile Justice will not reimburse the City of Alexandria for the SU Therapist position for periods during which the designated position is vacant and will reimburse for only actual salary and fringe as pre-approved in this agreement and will reimburse only up to the actual number of hours worked. The quarters shall be July 1 – September 30; October 1 – December 31; January 1 – March 31; and April 1 – June 30. Upon verification of work hours, invoices shall be submitted by the City of Alexandria's Finance Department to DJJ's administrative offices by the 10th day following the close of each quarter (October 10, January 10, April 10, July 10).
- B. This agreement and all subsequent renewals shall be accompanied by a proposed budget for the position (see attached template), itemizing salary and fringe, and

identifying other funding sources.

IX. OTHER FUNDING SOURCES AND PAYMENTS BY JUVENILES / FAMILIES:

There will be no direct charge to the juvenile or his/her parents/guardians for services provided under this agreement, nor will services be billed to other agencies, private insurance, Medicaid, or other funding streams.

X. TERMS AND CONDITIONS:

A. AUDIT: City of Alexandria shall retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The DJJ, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

B. APPLICABLE LAWS AND COURTS: This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth and shall comply with all applicable federal, state, and local laws, rules, and regulations.

C. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that both parties shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement.

D. CANCELLATION OF AGREEMENT: The parties to this agreement may terminate this agreement, in part or in whole, without penalty, upon 30 days written notice. Any agreement cancellation notice shall not relieve the City of Alexandria of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation nor relieve DJJ from paying for services rendered prior to the date of cancellation.

E. CHANGES TO THE AGREEMENT: The parties may agree in writing to modify the scope of the agreement. An increase or decrease in the price of the agreement resulting from such modification shall be agreed to by the parties as a part of a written agreement to modify the scope of the agreement.

F. DEFAULT: Failure to deliver services in accordance with the agreement terms and conditions, shall be cause for DJJ, after due oral or written notice, to procure treatment services from other sources and hold the City of Alexandria is responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies, which DJJ may have.

G. DRUG FREE WORKPLACE: The City of Alexandria acknowledges and certifies that it understands that the following acts by the City of Alexandria, its employees, and/or agents performing services on state property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs except the use of drugs for legitimate medical purposes.

The City of Alexandria acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of agreement and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

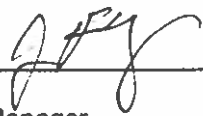
H. BACKGROUND INVESTIGATIONS: The City of Alexandria will certify that a background investigation has been completed on staff hired under this agreement, in accordance with statutory requirements.

1. Service providers and partner agencies shall conduct criminal background checks with the Virginia State Policy and a central registry check with Child Protective Services on staff who will work directly with juveniles and certify that such investigations have been completed in accordance with 6VAC235-150-80. Criminal background checks shall be maintained in the employee files and are subject to review by DJJ to determine that background checks have been completed. No juvenile shall be supervised by individuals with a pending or founded child protective services complaint or a conviction of any violent felony or sex offense.

I. RENEWAL OF AGREEMENT: This agreement may be renewed on an annual basis by written agreement of both parties. The maximum term of the agreement with all renewals shall not exceed five years. Any changes in the terms of the agreement and the pricing will be negotiated at the time of renewal and included in the renewal document signed by the parties.

J. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. As soon as practicable, each party will ensure that the other receives a copy of the executed document and all copies should be retained. A scanned and electronically transmitted document may be deemed an original.

City of Alexandria:

By: 

Title: City Manager

Date: 11/21/23

18th Court Service Unit:

By: 

Title: CSU Director

Date: 10.4.23

Department of Juvenile Justice:

By: 

Title: Director

Date: 12/19/2023

*Approved as to Form
Assistant City Attorney
Dean Kime
10/11/2023*

**Virginia Department of Juvenile Justice
Confidentiality Agreement**

I _____, City Manager, (Receiving Party) hereby enter into this Confidentiality Agreement with the Virginia Department of Juvenile Justice (Department) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. I understand that I may learn or have access to Confidential Information and agree to protect Confidential Information against unauthorized access or disclosure.

1. **Definition of Confidential Information.** For the purpose of the Confidentiality Agreement, Confidential Information shall include but is not limited to the offense, social, medical, psychiatric, and psychological reports, and records of individuals, whether identifiable or non-identifiable, who are or have been (i) before the court, (ii) under supervision, or (iii) receiving services from a court service unit or who are or have been committed to the Department. (See § 16.1-300 of the *Code of Virginia*.)

2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is:
 - (a) Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; or
 - (b) Learned by the Receiving Party through legitimate means other than from the Department or the Department's representatives.

3. **Obligations of Receiving Party.** Receiving Party shall:
 - (a) Adhere to all federal and state laws and regulations regarding confidentiality of juvenile offender information;
 - (b) Not use the information for any purpose beyond the project;
 - (c) Hold and maintain the Confidential Information in strictest confidence;
 - (d) Agree to have any employee, student, or other individual associated with this project that has or potentially could have access to the data sign a confidentiality agreement;
 - (e) Agree to store all data on a password-protected computer or in a secure location (e.g., locked file cabinet or drawer);
 - (f) Agree to destroy or return to the Department all Confidential Information or data within ten days of any request by the Department;
 - (g) Agree not to publish, copy, or otherwise disclose to others, or permit the use by others any Confidential Information;
 - (h) Agree to refer any person requesting access to Confidential Information to the Department;
 - (i) Agree not to publish, disclose, or associate the Department's name with any publications arising from information received from the Department without the express written permission of the Director of the Department; and
 - (j) Agree that any publication, presentation, or disclosure of information received from the Department will present the results or findings in aggregate form.

4. **Time Periods.** The nondisclosure provisions of this Agreement shall survive the termination of the Confidentiality Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information is destroyed.

This Confidentiality Agreement and the Receiving Party's obligations shall be binding on the representatives, assigns, and successors for the Receiving Party.

Name Printed: James F. DAVENPORT, City Manager _____

Signature: 

Date: 11.21.23

ORIGINAL
MEMORANDUM OF AGREEMENT (MOA-23 - 018)
 Between the City of Alexandria and
 The VIRGINIA DEPARTMENT OF JUVENILE JUSTICE (DJJ)

PERIOD OF AGREEMENT: From October 01, 2023 through June 30, 2024
 and renewable in accordance with paragraph X, Section I.

PROPOSED ANNUAL BUDGET FOR POSITION

POSITION TITLE:	Forensic Senior Therapist for Substance Use Disorders		
POSITION STATUS AT CSU (Filled / Vacant)	Filled / <u>Vacant</u> (Circle One and List Name)		
POSITION TYPE AT CSU (FT or PT)	Full-time; 40 hours a week		
NUMBER OF HOURS TO WORK FOR CSU WEEKLY (Inclusive of direct provision of services and non-contact hours)	40 hours per week at the Court Service Unit approximately 20 of 40 hours will be direct contact hours		
SALARY / WAGES FOR SU THERAPIST	\$95,339.66 salary + \$38,047 benefits = \$133,386.66 (salary and fringe) Reimbursement Rate to CSU for full-time hours = \$33,346.67 quarterly; Hourly reimbursement rate: \$64.13 (\$133,386.66/2080 hours)		
FRINGE BENEFITS (list and itemize)	Item		Amount
	Obj Desc	Object Detail	Amount
	Healthcare	Employer Contribution - Kaiser Health Insurance plan (staff+1 dependent plan)	\$14,937
	Retirement	VRS	\$10,578
	Retirement	VRS Admin Fee	\$143
	Retirement	Suppl Retirement Post 2010	\$2,851
	Retirement	Suppl Admin Fee	\$38
	Retirement	OPEB	\$1,764
	Retirement	OPEB Admin/Surcharge	\$67
	Long Term Disability	Long Term Disability	\$186
	Social Security	FICA (Social Security + Medicare)	\$7,293
	Group Life Insurance	Group Life	\$190
TOTAL COST OF BENEFITS (Employer)			\$38,047
OTHER (list and itemize) Up to \$3,203	Laptop		\$1450 one-time
	Docking Station		\$206 one-time
	Laptop Bag		\$42 one-time
	Wireless mouse/keyboard		\$40 one-time

The City may request reimbursement of the following variable expenses by itemizing the items on the quarterly invoice to DJJ during the quarter that the expense was incurred and attaching the vendor invoice and receipts and/or other supplemental documentation verifying the amount the City paid.	Monitor without camera	\$253 one-time
	Monitor with camera	\$422 one-time
	Smartphone	\$250 one-time
	Monthly cell phone service @ \$45/month	\$540 annually
	TOTAL	\$3,203
TOTAL POSITION BUDGET	\$136,589.66	

Amount to Be Funded by the City of Alexandria/CSU	0
Amount to Be Funded by Other Funding Sources (List)	0

Amount Requested to Be Reimbursed by DJJ	Up to \$133,386.66 salary & benefits + up to \$3,203 variable (based on a 40-hour workweek, once position is filled)
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Forensic Senior Therapist for Substance Use Disorders Position Description

The Alexandria Court Service Unit (CSU) supports the Juvenile and Domestic Relations District Court in the City of Alexandria, providing services free-of-charge to youth and families involved in the juvenile justice and domestic relations systems. Due to the significant increase in youth and families with identified substance use concerns, there is a significant need for treatment.

General Statement of Duties

The Forensic Senior Therapist for Substance Use Disorders (SU Therapist) will function as a member of the Court Service Unit Treatment Team. The SU Therapist will be responsible for providing clinical services to court-involved youth and families including assessments, individual and group therapy, case management, crisis intervention, and coordination of treatment. Programmatic and curriculum development will also be an element of this position.

Responsibilities include:

- Conduct individualized assessments to identify mental health and substance use treatment concerns.
- Maintain a caseload of individual therapy clients providing trauma-informed, evidence-based treatment.
- Facilitate treatment groups with a focus on topics related to substance use disorders.
- Develop programmatic elements of the Substance Use Intervention Program to best meet the needs of Alexandria court-involved youth and families.
- Collaborate with CSU colleagues and other community partners to ensure appropriateness of services and continuity of care.
- Provide crisis intervention if needed.
- Prepare written reports including assessment, diagnosis, treatment planning, progress notes, etc.
- Participate in Treatment Team meetings and other CSU staff meetings as scheduled.
- Support learning opportunities for students in the Forensic Internship Program.
- Performs other duties as assigned.

Preferred Qualifications

Possession of a master's degree in Social Work, Mental Health Counseling, Psychology, Education or related field. Two-three years providing clinical services for substance use and co-occurring mental health issues; knowledge of the mental health classifications/DSM-5 and the ASAM criteria; training in Motivational Interviewing and trauma-informed treatment modalities; knowledge of the court system; at least one year of clinical experience with court-involved youth and families. Licensure or license eligible. If license eligible, the employee must

obtain Virginia licensure at the first available opportunity, or any equivalent combination of experience and training which provides the required knowledge, skills and abilities.

Schedule

Negotiated hours between 8 a.m. to 5 p.m. Monday-Friday with potential for some evening and/or weekend hours totaling 40 hours per week. This position will primarily be located at the Alexandria Court Service Unit and the greater Alexandria community with some options for remote work.