

**MEMORANDUM OF AGREEMENT**  
**VJCCCA Funded Contracted Community Service Referral/Supervision**

- I. PARTIES TO THE AGREEMENT:** This agreement entered into by \_\_\_\_\_, hereinafter called the “Service Provider” and the Virginia Department of Juvenile Justice, \_\_\_\_\_ District Court Services Unit, hereinafter called DJJ.
- II. PERIOD OF AGREEMENT:** July 1, 2022 through June 30, 2024.
- III. PURPOSE:** The purpose of this agreement is to describe the contractual relationship under which the Service Provider is to provide a community service work program to juveniles referred by DJJ through the Virginia Juvenile Community Crime Control Act and shall address the supervision of community service work and restrictions on community service work.
- IV. SCOPE OF SERVICES:** The Service Provider will provide community service work to juveniles referred by DJJ as defined in this MOA. Services provided under this agreement shall be delivered by staff of the Service Provider.
- V. RESPONSIBILITY:** The Court Service Unit Director is responsible for ensuring that the requirements of the Service Provider are implemented and followed.
- VI. REQUIREMENTS OF SERVICE PROVIDER:**
- A.** The Service Provider shall identify, tour, establish relationship with and approve the Community Service Sites (CSS) prior to referring juveniles to the work site
- B.** The Service Provider shall determine and provide to the CSU Director descriptions of all CSS that include the following:
- the type of community service work that may be performed by juveniles;
  - the workspace or site where the community service work may take place;
  - the type of supervision/contacts (continous, periodic checks) will be provided and by whom;
  - the training, safety equipment, and instructions provided to each community service participant; and
  - the restrictions on community service participation (e.g., age, physical requirement);
- C.** The Service Provider shall not refer juveniles to any CSS that:
- Does not supervise juveniles while they are performing community service;
  - Has no safety equipment or does not have the required quantity of safety equipment for each participant needed to perform the community service work;
  - Does not provide safety training and the training necessary to perform assigned duties.
- D.** The Service Provider shall conduct criminal background checks (VCIN, NCIC, and child protective services checks (CPS)) on Service Provider staff who directly supervise the juvenile and shall ensure that the CSS staff that directly supervise juveniles have a criminal background check and CPS check. Criminal background checks and CPS checks shall be maintained in the employee files and are subject to review by DJJ to determine that background and CPS checks have been completed. No juvenile shall be assigned to any CSS where participants are to be

supervised by individuals with a pending or founded child protective services complaint or a conviction of any violent felony or sex offense.

**E.** The Service Provider shall provide parents/guardians with a description of the tasks and duties to be performed by the juvenile and if applicable a description of the training a juvenile will be provided to perform a task.

**F.** The Service Provider shall obtain parental consent for the juvenile to perform the tasks and duties prior to the juvenile participating in community service activities.

**G.** The Service Provider shall ensure that CSS will not require participation in religious services or proselytize.

**H.** The Service Provider shall ensure that CSS comply with child labor laws identified in the Virginia Administrative Code (16VAC15-30-20. Index of hazardous occupations) and those in the Code of Federal Regulations Title 29 part 570 Child Labor Regulations, Orders and Statements of Interpretation (Subpart C - Employment of Minors Between 14 and 16 Years of Age, Subpart E- Occupations Particularly Hazardous for the Employment of Minors Between 16 and 18 Years of Age or Detrimental to Their Health or Well-Being, and Subpart E-1 Occupations in Agriculture Particularly Hazardous for the Employment of Children Below the Age of 16.

**VII. CONFIDENTIALITY:** The Service Provider and DJJ agree to adhere to all Federal and State laws and regulations regarding confidentiality of juvenile offender information. The Service Provider shall ensure the CSS complies with all Federal and State laws and regulations regarding the confidentiality of juvenile's information.

**VIII. DRUG FREE WORKPLACE:** The Service Provider acknowledges and certifies that it understands that the following acts by the Service Provider, 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 Service Provider further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of agreement and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

Service Provider:

Director of the Department of Juvenile Justice:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Court Service Unit Director:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_