

**MEMORANDUM OF AGREEMENT**  
**VJCCCA FUNDED LOCAL PROVIDER POSITIONS**

- I. PARTIES TO THE AGREEMENT:** This agreement entered into by City/County of \_\_\_\_\_, hereinafter City/County, who serves as both the fiscal agent and 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 City/County is to provide VJCCCA-funded local government positions for implementation of the Virginia Juvenile Community Crime Control Act (VJCCCA).

WHEREAS, the City/County receives funding through the Commonwealth of Virginia for implementation of the Virginia Juvenile Community Crime Control Act (VJCCCA);

WHEREAS, the City/County, through the Community Policy and Management Team and the Court Service Unit (CSU), has developed and submitted a plan that has been approved by DJJ and that includes (description of the position(s)) to be hired by the City/County as personnel to implement or provide services as part of the locality's VJCCCA plan; and

WHEREAS, the parties wish to reduce to writing the understanding of the parties concerning the VJCCCA plan that sets forth operational, administrative and logistical support parameters to be used as guidance for providing direction and support to City/County employees hired by the City/County in connection with the VJCCCA plan.

**IV. SCOPE OF SERVICES:**

A. Responsibilities of the City/County of \_\_\_\_\_ :

1. The City/County will be responsible for hiring the following (describe) staff position, enumerated on the locality's approved VJCCCA biennial plan to coordinate or provide administrative support for VJCCCA and to directly provide services to youth:
  - a. (Describe: Title of Position, FTE, Hours Each Week, Supervised by (local agency) (hereinafter "Supervisor"). The Position Overview and Position Description are attached.
2. The City/County and the CSU Director will collaborate in the hiring/selection of persons to work within VJCCCA-funded programs/services. The hiring process will be coordinated through the City/County Human Resources Department with the hiring/selection be by agreement between City/County and the CSU Director.
3. Staff hired to provide VJCCCA programs/services are employees of the City/County and subject to the personnel rules and practices governing the employees of that locality and subject to supervision by the supervisor designated by that locality including approval of payroll timesheet. Supervisor will approve timesheets and submit to City/County.
4. The City/County will be responsible for ensuring that all employees assigned to work on VJCCCA activities, programs and services, are informed of the personnel rules governing them by the locality and adhere to such rules in performing job duties. The City/County will establish procedures for receiving on-going feedback from DJJ supervisors concerning the work performance.
5. The City/County will ensure that measures are in place that provide insurance or other liability

coverage for all local employees including those employees assigned to work from CSU offices.

6. The City/County designates \_\_\_\_\_ City/County Human Resources as being responsible for the administration of this agreement.

**V. LOCATION, ADMINISTRATIVE SUPPORT AND SUPERVISION:**

- A. The position is located primarily at the \_\_\_\_\_. The City/County is responsible for providing the equipment and office space necessary for the employee to fulfill their VJCCCA-job duties.
- B. Personnel assigned to work from within DJJ CSU offices will remain employees of the City/County and subject to all payroll and personnel rules and practices governing the City/County and are subject to the established CSU office hours.
- C. The DJJ CSU Director will be responsible for ensuring CSU supervisors and staff are informed that the VJCCCA-funded position is governed by the personnel rules governing local employees working from offices and that said position adheres to such rules.
- D. The DJJ CSU Director and Supervisor will establish procedures for DJJ supervisors to report and address work performance of VJCCCA-funded local government employees assigned to work from within CSU offices as is agreed upon between the City/County and the CSU Director. Any such work performance issues, including but not limited to failure to work assigned hours, shall be reported to Supervisor and all corrective actions will be taken by the City/County.
- E. The DJJ CSU Director and designated Supervisor identified by the City/County will develop and implement written procedures for reporting and acting upon work-related disciplinary infractions committed by City/County employees housed at the CSU. All disciplinary actions shall be initiated and conducted by the City/County. In addition, DJJ CSU Director and Supervisor will ensure that written procedures are available that provide City/County employees the opportunity to seek management resolution of workplace issues and to initiate a formal City/County grievance if deemed necessary by the employee.

**VI. CONFIDENTIALITY:** The City/County and DJJ agree to adhere to all Federal and State laws and regulations regarding confidentiality of juvenile offender information. The City/County shall comply with all Federal and State laws and regulations regarding the confidentiality of juvenile offender information.

- A. **General Requirement:** Service Provider and DJJ agree to adhere to all Federal and State laws and regulations regarding confidentiality of juvenile offender information.
- B. **Confidentiality Agreement:** Each Service Provider representative shall sign and return to the designated contact person a Confidentiality Agreement (attached).
- C. **Storage:** Service Provider shall maintain any records that indicate the identity of juveniles receiving VJCCCA services 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. TERMS AND CONDITIONS:**

- A. **Audit:** The City/County 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 and subject to the Library of Virginia Retention Schedule. 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. The City/County shall have no obligation to retain records beyond the longest retention requirement pursuant to the VJCCCA Grant and the Library of Virginia Retention Schedule.

- B. **Applicable Law 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. City/County shall comply with all applicable federal, state and local laws, rules and regulations.
1. **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.
  2. **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 City/County 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.
- C. **Changes to the Agreement:** The parties may agree in writing to modify the scope of the agreement.
- D. **Drug Free Workplace:** The City/County acknowledges and certifies that it understands that the following acts by 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.
  2. Any impairment or incapacitation from the use of alcohol or other drugs except the use of drugs for legitimate medical purposes.
  3. The City/County further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of agreement and may result in default and/or civil action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.
- E. **Background Investigations:** The City/County will adopt the background investigation check certified by DJJ, in accordance with statutory requirements. Service providers and partner agencies shall conduct criminal background checks on staff who will work directly with juveniles and certify that such investigations have been completed. 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.
- F. **Renewal of Agreements:** This agreement may be renewed on a biennial basis by written agreement of both parties. The maximum term of the agreement with all renewals shall not exceed four years. Any changes in the terms of the agreement will be negotiated at the time of renewal and included in the renewal document signed by the parties.
- G. **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/County Administrator:**

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

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

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

**Director of the Court Services Unit:**

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

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

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

**Director of the Department of Juvenile Justice:**

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

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

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

**Virginia Department of Juvenile Justice  
Confidentiality Agreement**

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

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

Signature: \_\_\_\_\_

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

**ORIGINAL**