



VA DJJ Transformation Initiative: The Regional Service Coordination (RSC) Project

Guidance for EBA Sub-Contracted Providers About Centrally Managed
Referrals, Funding and Delivery of Services

PURPOSE

This Manual is designed to inform contracted Direct Service Providers (DSP) of EBA expectations and processes detailed in the Sub-Contractor Agreement. This is only designed to be a guide for day to day application and it not designed to replace or supplant the fully executed contract.

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WHO'S WHO?

Regional Service Coordinator (RSC), An EBA staff member who coordinates referrals and service authorizations, acting as the liaison between the DJJ Staff (CSU/ CAP staff) and the Direct Service Provider (DSP).

Direct Service Provider (DSP), That's you! A private or public agency that delivers services to youth and families in the community (i.e. youth's home, agency office), within the detention facilities or residential program.

EBA serves the full continuum of **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 youth, or youth 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.

Meet the EBA VA Team.



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BACKGROUND.

DJJ contracted with AMI and with EBA to implement and manage a continuum of services provided to Virginia's Department of Juvenile Justice (DJJ) involved youth with regards to a variety of residential and community-based programs. Both agencies seek to support DJJ's efforts and to collaborate, coordinate, and align transformation efforts as much as possible.

The goals of this initiative include a) use of best-practices and evidence-based interventions that have been shown to reduce juvenile recidivism and improve long-term outcomes; and b) achieve measurable reductions in the rate of re-arrests, re-adjudications, and commitments (or recommitments) to Juvenile Correctional Centers. For more background on evidence-based models and interventions, see the EBP Overview [\(Attachment A\)](#).

TARGET POPULATIONS

The primary target population(s) include youth involved at various stages of the DJJ system and their families. These youth, including males and females, typically ages 13-20 at the time of referral, may have been committed to Direct Care and are scheduled for release/reentry, or they may be on DJJ community supervision (parole or on probation). Youth eligible for services under this funding stream will be at higher risk of reoffending and are therefore more likely to require intensive, individualized services to obtain the supports needed to achieve positive outcomes.

Youth referred for these services demonstrate various levels of criminogenic risk to reoffend and often display the following behaviors and needs:

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

WHAT SERVICES ARE PROVIDED, WHERE?

Each DSP shall communicate to EBA the current services offered through their agency, including documentation of licensure status, treatment modalities and evidence-based program certifications, as appropriate. The services purchased through EBA shall be offered according to the qualifications and description of services outlined by the approved Services names.

DSP shall only be obligated to provide the services offered by their program, in the regions identified during the contracting process.

SERVICE AREAS

The contract formally References **Geographic Region**. DSP shall indicate to EBA, in connection with the application and prior to the contract, the geographic regions within which the DSP is able to provide Services. DSP shall only be obligated to provide Services in those geographic regions. The goal of EBA is to work with DSP's to expand into regions that need further support or to meet a need that is identified.

To fulfill this portion of the contract, EBA developed an online Provider Map that allows DSPs to adjust and grow easily outside of a formal contractual agreement, by updating the [EBA Provider Directory](#).

EBA Regions

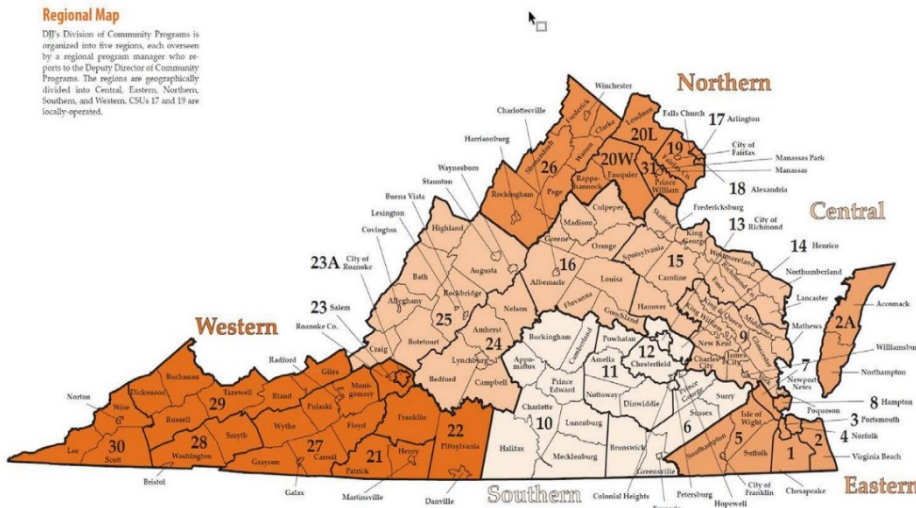
EBA serves youth that are referred from CSUs in the Northern, Central and Western Region, but youth may temporally reside in various areas of the state.

The [EBA Provider Directory](#) is a tool utilized by the CSU staff to locate services for youth; it can grow out of date frequently, as providers add and change service provision. An accurate directory ensures that EBA can link service referrals to appropriate providers and identify service gaps across the DJJ regions.

Please take a moment review your agency listing for accuracy on a regular basis.

Regional Map

DJ's Division of Community Programs is organized into five regions, each overseen by a regional program manager who reports to the Deputy Director of Community Programs. The regions are geographically divided into Central, Eastern, Northern, Southern, and Western. CSUs 17 and 19 are locally operated.



Central	Eastern	Northern	Southern	Western
CSUs: 9, 15, 16, 24, 25	CSUs: 1, 2, 2A, 3, 4, 5, 7, 8	CSUs: 17, 18, 19, 20L, 20W, 26, 31	CSUs: 6, 10, 11, 12, 13, 14	CSUs: 21, 22, 23, 23A, 27, 28, 29, 30

Also note, the directory captures languages spoken, other than English, to help meet this growing responsiveness need.

DSPs are encouraged to use the [self-service tool](#) to submit edits exactly as you would like them to appear in the directory.

Please note that this tool works best in the Chrome Browser.

Services Names and Definitions. DSP shall provide Services per the criteria defined in “EBA Services Names and Definitions”. DSP shall meet all requirements for documentation, delivery of service, and reporting timelines, as identified in the contract and by the appropriate licensing body for Services. DSP shall provide Services at or above the quality level prevailing in the community for the provision of similar services at the time of performance.

REFERRAL PROCESS

Security

EBA sends authorized referrals to DSPs to initiate services for youth and families involved with DJJ. In efforts to ensure client confidentiality and privacy within the Service Coordination process, EBA uses Virtru as the method of sending referrals and supporting client documentation to DSPs. DSPs are also able to reply to the e-mail thread in a secure fashion.

Referrals & Service Authorization

EBA will issue a referral packet to the DSP (secured through Virtru). The referral packet will include a minimum of the following items:

- BADGE Face Sheet (this has the youth’s demographics, home address and family’s contact information)
- Continuum of services and Rationale form
- Release Form
- YASI Wheel and YASI Behavioral Analysis

Keep Contact Information Current

Provide EBA with the contact person(s) in your agency that will handle referrals. We need to know whom to send information in order to provide an efficient process.

Depending on type of service the following items may be attached to provide the needed background information: CAP Assessment(s), Case Plan, Court Order, JCC/BSU Reports, MHSTP, Social History, Other items, as needed. An e-mail from EBA with the Referral Packet will notify the DSP of the need for Services. Depending on the type of service and admission process, the service authorization or Purchase Order (POSO) may accompany the referral packet.

In all cases the DSP needs to respond and confirm the service start date as soon as possible, no longer than three (3) days of the referral. The DSP shall notify the Regional Service Coordinator (RSC) and CSU Staff of the Service start date (hopefully this is one streamlined e-mail).

The POSO will describe which services are requested and shall designate a weekly/ monthly number of qualifying program hours. As we learn your program, please communicate with us and talk about the services you provide to make the dosage request accurate (considering open groups, closed group start dates, transportation needs, etc.).

Make sure the referral and service request come from the EBA RSC! This includes authorizations for service extensions. If a PO or CAP unit contacts you directly to start services, please check with the RSC before beginning services to insure funding approval.

The Contract references, **Dosage Guidelines**. This simply means services will be provided in accordance to EBA's POSO. The DSP will adhere to the service request for referred youth and will track program participation for each. The DSP shall not exceed the approved number of units in the POSO. Requests for changes or alterations to the approved Dosage shall be made to the assigned Court Service Unit (CSU) staff **and** EBA.

What is the YASI?*

The Youth Assessment and Screening Instrument (YASI) Wheel and Behavioral Analysis are included in the original Referral packet and are a required part of the DSPs Service Plan and service intervention with the youth.

The YASI is an assessment tool which evaluates risk, needs and protective factors for youth involved in the DJJ system. The tool reviews the youths risk to re-offend and is not designed for youth with no criminal history (which is different than the CANS, used frequently in other state systems to assess strengths and needs).

The CSU perform the YASI to anticipate future recidivism, risk level and required intervention. The full assessment, includes 87 items becomes the basis of the case plan. The CSU gathers the needed information prior to completing the assessment, which produces the visual wheel and the base format for the case plan.

The YASI is completed initially and every 90days there after which allows the CSU staff and EBA to assess the effectiveness of the services.

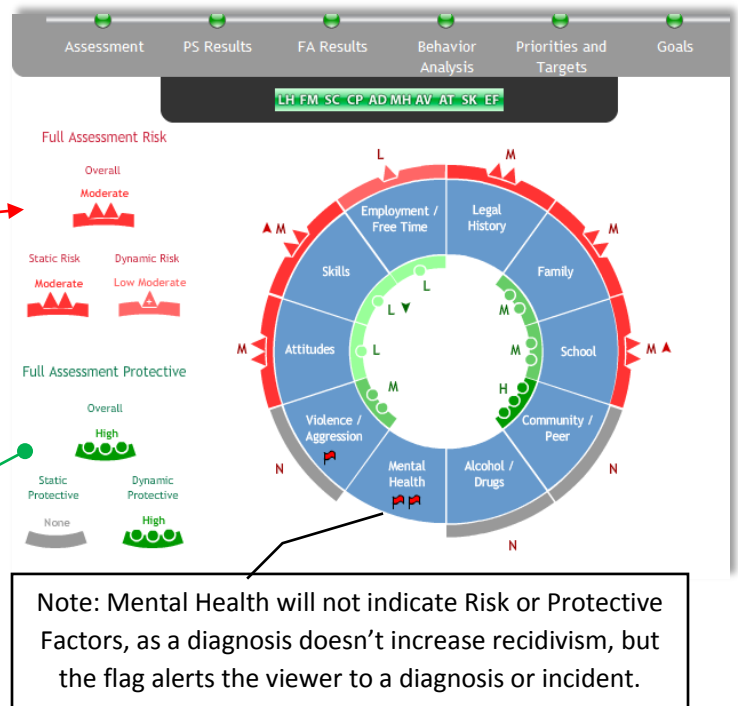
Sample YASI Wheel.

The **red arrows** on the outside reflect risk levels associated with each portion of the wheel.

STATIC RISK areas are unchangeable as they are historically based. Whereas, the **DYNAMIC RISK** Factors change and are likely to improve with effective services.

The **green circles** represent protective factors or strengths within the categories.

The **STATIC Protective factors** are historical and the **DYNAMIC** Factors are able to be changed and impacted by services. This captures the strengths of each area.



*This is merely an overview and doesn't substitute a full YASI training. Please let the RSC know if you want additional training.

BILLING.

EBA collects a single monthly invoice from the DSP (with all youth captured). The DSP will prepare and submit an activity form, a comprehensive monthly invoice to EBA by the 5th day of the month following the month in which services were delivered, for all youth served.

All invoices shall include an itemized activity form containing (A) CSU, (B) Youth served, (C) Services provided, (D) the date of each Service, (E) number of units provided, and (F) the service charge per service.

Sample Activity Form

Activity Form						Totals				
Provider						Units	Dollars			
Month						7	\$420.00			
Year	2017									

CSU	First Name	Last Name	Juvenile #	Category	Service	Units	Billing Rate	Billing Unit	Billable Amount	Activity Date
24	FIRST	LAST	J ID#	Intensive In-Home Family Services	Intensive In-Home Family Services	3	\$60.00	HOUR	\$ 180.00	12-Apr-17
	FIRST	LAST	J ID#	Intensive In-Home Family Services	Intensive In-Home Family Services	2	\$60.00	HOUR	\$ 120.00	18-Apr-17
	FIRST	LAST	J ID#	Intensive In-Home Family Services	Intensive In-Home Family Services	2	\$60.00	HOUR	\$ 120.00	19-Apr-17

All invoices need to be sent with the Service Plan and Monthly Progress Report for each Service provided. When submitting the Activity Form, save the file with the agency name and month (i.e. Agency August 2018 Billing).

Final Invoices. The DSP shall submit the final invoice for payment to the EBA no more than forty-five (45) days after the Termination Date.

Other billing concerns.

Unauthorized Absences. For residential programs, to include group home and IL placements, payment for unauthorized absences to the DSP shall be made at the rates specified in the POSO, not to exceed seventy-two (72) hours without prior written approval of the EBA RSC. Unauthorized absences include, but are not limited to, placement in detention, hospitalization, or AWOL, as determined by the EBA RSC. Should EBA 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 DSP. The DSP 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 to continue payments to hold the placement.

Medicaid?

Yes, we want to maximize Private Insurance and Medicaid-funded services, whenever available for the appropriate treatment of youth receiving services. Not only to be wise stewards of DJJ funding, but to also maintain the natural supports and resources for the youth and families within their community.

Licensed DSPs shall meet all Medicaid requirements for documentation, delivery of service, and reporting timelines, for Medicaid services (i.e. Intensive In-home). The DSP shall submit all required documentation for approval by the Department of Medical Assistance Services (hereinafter, "DMAS") in a timely manner as soon as the proper documentation has been received by the DSP.

If the DSP is Medicaid eligible (including outpatient therapy or residential), it shall confirm the status of Medicaid eligibility for all youth prior to providing any services, and it shall file for Medicaid reimbursement for all eligible youth and services. If a Youth is eligible for Medicaid, then DSP shall seek reimbursement for Services from DMAS. If the DSP receives Virginia Medicaid payments for services rendered under this Agreement, such payments shall constitute payment in full for those services. EBA shall not reimburse the DSP more than the Medicaid-authorized rate for the same service. EBA shall not be responsible for reimbursing a DSP for Medicaid-eligible Services. Notwithstanding the above, if, through no fault of the DSP, Medicaid denies a claim for services, EBA shall reimburse DSP for such Services. EBA shall not accept or pay invoices for Medicaid-eligible services until DMAS determines services are no longer reimbursable for a youth. Should Medicaid be discontinued or denied (and the discontinuance or denial is not attributable to the fault of the DSP), EBA shall become responsible for all services outlined in the POSO, provided the specific client is not receiving Medicaid.

The DSP shall provide to EBA a copy of all Medicaid approval and denial certifications with monthly billing. EBA may, in its sole discretion, choose not to reimburse DSP for Services if DSP fails to timely notify EBA.

DOCUMENTATION.

All documentation, including but not limited to Service Plans, Monthly Reports, and Discharge Reports shall be submitted to the assigned CSU Staff and EBA.

Service Plans.

DSP shall design a Service Plan (or Treatment Plan) in conjunction with the Youth, an assigned Probation or Parole Officer (“CSU 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 and must comport with the Youth’s court supervision status, the **criminogenic need** identified in the referral packet, **YASI**, and other related assessments. The Service Plan shall include the following:

- Specific measurable, achievable, time-limited goals;
- Related tasks indicators for the achievement of identified outcomes as they apply to the Youth’s discharge from services; and
- Signatures of the Youth, (where applicable) the Youth’s parent(s)/custodian(s), and CSU Staff.

Monthly Progress Report.

DSP shall submit a written monthly report addressing each goal of the Service Plan related to authorized services on the POSO. Monthly progress reports shall be sent to the assigned CSU Staff and the EBA billing email address and shall include the following:

- Progress towards the identified measurable objectives listed in the Service Plan
- Specific activities and strategies worked on during the month
- Assessment of level of family engagement partnership
- Revisions to measurable objectives, as appropriate
- Completion date or anticipated completion of each objectives

When Services are billed in hourly units, the following items are required on the Monthly report: the date, time, duration of each service; the names of the individuals involved in the service; and the location at which the service was provided.

Discharge Reports.

The DSP shall submit a fully and accurately completed written Discharge Report to EBA and the CSU 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:

- Status of discharge (successful or unsuccessful);
- Overall progress made toward the identified measurable objectives; and
- Youth-specific recommendations for continued services.

Other Documentation.

Upon request, the DSP shall provide EBA with a copy of any reports, including, but not limited to, progress notes, social histories, physical examinations, psychological exams and psychiatric evaluations performed by the DSP or while in the DSP's care.

Quarterly and Annual Reports.

Each DSP shall submit quarterly and annual reports that reflect the effectiveness of Services and outcome of the Services for Youth served. The performance areas to be addressed shall include, but not be limited to the following:

- Number of Youth served and completion status (i.e. successful and unsuccessful completions);
- Average length of stay;
- Educational Status to include number of Youth attaining high school diploma, pursuing GED, receiving special educational services, and graduates. Of the graduates, how many participate in higher education or vocational training;
- Number of AWOLS and serious incidents that follow DJJ's SIR policy and procedure criteria;
- Number of treatment hours delivered to each Youth
- Staff training hours targeting Evidence-Based Services, per staff member and aggregated quarterly totals.

Additional Guidance
Coming Soon!

Performance Objectives.

DSP's delivery of the services shall be evaluated against Performance Objectives, as defined by EBA. Developing such Performance Objectives will be a collaborative process between DJJ, EBA, and DSPS. Failure to meet Performance Objectives or failing to submit required reports may result in termination of this Agreement or imposition of a Corrective Action Plan, at the discretion of EBA.

Service Completion Form

The Service Completion form is required for all referred youth. It is a simple way to capture the outcome summary for youth on a monthly basis. For youth that do not begin services, the form allows the DSP to indicate the reason the service was not started. For all other youth discharged from the program/ service, the DSP shall report the Service start date, service plan date, service closure, completion and if the youth achieved their goals while in the program.

First Name	Last Name	JTI #	DJJ Category	Service	Service Start Date	Service Plan Date	Actual Service Completion Date	Final Actual Discharge	Unit	Service Completion Status	Service Progress	Service Never Began Reason

SERIOUS INCIDENT REPORTING.

All serious incidents, *actual or alleged*, relating to a Youth shall be reported by the DSP.

Serious incidents include, but are not limited to:

1. Death;
2. Fire;
3. Alleged child abuse or neglect;
4. Serious juvenile injury or illness;
5. Serious staff injury or illness;
6. Juvenile on juvenile assault;
7. Juvenile assault on staff;
8. Staff arrest or serious misconduct; and
9. 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.



The SIR Report. The Serious Incident Report (“SIR”) shall provide a factual, concise account of the incident, to include: the name of the DSP, 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.

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 CSU/CAP Staff on the day of the incident, and (3) Written notification of the incident, shall be provided to EBA and CSU Staff within one business day of the incident.

INSURANCE.

The DSP shall, at minimum, have the following types and amounts of insurance coverage. All insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. **Please send updated Insurance Policies in a timely manner.**

Workers’ Compensation. Statutory requirements and benefits; coverage is compulsory for employers of three or more employees, to include the employer. DSPs who fail to notify EBA of increases in the number of employees that change their workers’ compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.

Employer’s Liability. \$100,000.

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 EBA must be named as an additional insured and so endorsed on the policy.

Automobile Liability. \$1,000,000 combined single limit. DSP must assure that the required coverage is maintained by the DSP (or third-party owner of such motor vehicle.)

Professional Liability. \$2,150,000 per occurrence, \$4,250,000 aggregate

If DSP is a government entity, Liability Certificate of Coverage (see <https://www.trsvirginia.gov/drm/state.aspx>).

NO EJECT/NO REJECT POLICY.

While the ‘no-reject’ policy is considered an essential element in the successful performance of DSPs and Service Coordinators, the following helps guide the philosophy and practice.

DJJ FAQ Response to No Reject.

DJJ, in the Responses to Questions Received Through 3-25-2016, answered the following question in response to the DJJ-16-034 Service Coordinator RFP in March 2016.

(21) Question: Will DJJ provide further clarification as what is meant by a “no-reject” policy? Will bidders be required to propose a specific plan for meeting that requirement, or to comply with a specific plan that DJJ will prescribe? If a service coordinator makes a good-faith effort to provide services for a referred young person who fails to successfully complete treatment, will the service coordinator be financially penalized; and if so, how? Will this mean that a DSP cannot reject a youth who meets their program criteria or that in order to be a DSP they must accept any kid that is referred to them?

Answer: Having a No Reject / No Eject Policy means that all referred youth must be served. The requirement is on the Service Coordinator, not necessarily on each individual DSP with whom they subcontract. It will be incumbent upon the SC to have at least one DSP who will accept the referral. Service Coordinators are to make every effort to provide services for every referred young person, but there is a clause whereby through mutual agreement between the DSP and DJJ services could be discontinued for a juvenile. Each Offeror should respond with their plan for how they will comply with a No Reject / No Eject policy.

EBA’s Contract language.

EBA has captured this concept DSP shall serve any and all DJJ-involved Youth who are appropriately referred and for whom the service is, in the discretion of the DSP, 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 and program interviews, when appropriate. A referral is appropriately referred if the DSP has indicated to EBA, through this agreement that they have the capability and desire to provide such Service in the location in which the Service is referred.

Should a youth pose an imminent safety risk, the DSP shall provide and coordinate appropriate crisis intervention and communicate closely with EBA and CSU. If the DSP elects to suspend or terminate services to the youth because of new behaviors or increased need, the DSP shall provide a written request to EBA and CSU staff with thirty (30) days’ notice. Services may be terminated only if all parties, including the Courts, parent(s)/legal guardian(s), EBA, and the DSP, agree to such termination. In the case of residential program, group home and foster care placement, the DSP shall assist EBA in transition planning and assist, if requested, in the identification of an alternative placement option for the youth.

Maintaining a continuum services to all youth in the DJJ system is considered an essential element in the successful performance of EBA and the DSPs.

CONFIDENTIALITY.

Any information obtained by the DSP concerning youth shall be treated as confidential. Use and/or disclosure of such information by the DSP shall be limited to purposes directly connected with the DSP'S responsibilities for services. DSP agrees to adhere to all Federal and State laws and regulations regarding confidentiality of juvenile offender and student information, including the confidentiality provisions of Section 2.2-5210 of the Code of Virginia. 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).

- Confidentiality Agreement. DSP shall require all Personnel that have contact with individuals in the custody of DJJ, under the supervision of DJJ, or otherwise receiving services under this contract to sign the Confidentiality Agreement. DSP shall, upon request, provide signed copies of such Confidentiality Agreements to EBA ([See Attachment B](#)).
- 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.
- Electronic Records. Any electronic records maintained by the DSP shall be maintained in accordance with DJJ's Mutual Nondisclosure Agreement and DJJ's Security.

OVERVIEW OF EVIDENCED-BASED INTERVENTIONS

The concept of evidence-based practice was developed outside of criminal justice and is commonly used in other applied fields such as medicine, nursing, and social work. In criminal justice, this term marks a significant shift by emphasizing measurable outcomes and ensuring 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 criminal justice system and for those involved in it. Because there are numerous definitions of evidence-based practice, for the purpose of this process, evidence-based practice consists of three basic principles:

1. Evidence the intervention is likely to work, i.e., produce a desired outcome, and is considered a research based or promising practice; and/or utilizes components of research-based practices proven to be effective
2. Evidence the intervention is being carried out as intended; and
3. Evidence allowing an evaluation of whether the intervention worked.

Evidence-based practices involve using research-based and scientific studies to identify interventions that reliably produce significant reductions in recidivism, when correctly applied to offender populations through the use of the following four 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. Treatment Principle – conveys the importance of using behavioral treatment approaches to achieve the best possible outcomes and requires attention to the question of HOW programs are delivered.
4. Fidelity Principle – draws attention to HOW WELL programs are delivered and reiterates the necessity that programs be implemented as designed.

Successful implementation of evidence-based practices also includes:

- Organizational development to create and sustain a culture accepting of best practices and evidence-based approaches;
- A commitment to initial and ongoing professional development and training;
- Use of validated risk/needs assessment tools;
- A commitment to data collection and analysis for the purposes of ongoing monitoring, reporting, and decision making;
- Use of programs grounded in evidence-based principles and known to produce positive juvenile justice outcomes;
- Quality assurance activities to ensure program fidelity;
- Performance management to improve programs and policies; and
- A “systems change approach” to develop collaborations so that tasks, functions and sub-units work effectively together and not at cross-purposes.

CONFIDENTIALITY AGREEMENT

I _____ (Receiving Party) hereby enter into this Confidentiality Agreement 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 identifying information (e.g., name, birthdate), 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 DJJ (COV § 16.1-300). Confidential Information also specifically includes arrest information DJJ receives from other agencies for the purposes of evaluating recidivism of DJJ-served populations.
2. **Exclusions from Confidential Information.** Receiving Party's obligations under this Agreement do not extend to information that is:
 - (a) Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; or
 - (b) Learned by the Receiving Party through legitimate means other than from AMIkids/EBA, DJJ or DJJ's representatives (Disclosing Parties).
3. **Obligations of Receiving Party.** Receiving Party shall:
 - (a) Adhere to all federal and state laws and regulations regarding Confidential Information;
 - (b) Use the Confidential Information only for the purpose of fulfilling the goals of the proposed project;
 - (c) Hold and maintain the Confidential Information in strictest confidence;
 - (d) Agree to store all data on a password-protected computer or in a secure location;
 - (e) Require any employee or any other individual associated with this project that has or potentially could have access to the Confidential Information to sign this Confidentiality Agreement;
 - (f) Agree to destroy or return to the Disclosing Party all Confidential Information or data within ten days of any request by any of the above-mentioned entities;
 - (g) Agree not to publish, copy, or otherwise disclose to others, or permit the use by others any Confidential Information (however, this does not preclude publication of aggregate data with prior permission of DJJ);
 - (h) Agree to refer any person requesting access to Confidential Information to DJJ;
 - (i) Agree not to publish, disclose, or associate DJJ's name with any publications arising from information received from DJJ without the express written permission of the Director of DJJ; and
 - (j) Agree that any publication, presentation, or disclosure of information received from DJJ will present the results or findings in aggregate form.

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

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

Project Name VA DJJ Transformation Initiative

Signature: _____ **Date:** _____

ATTENTION: ALL PERSONNEL THAT HAVE CONTACT WITH INDIVIDUALS IN THE CUSTODY OF DJJ, UNDER SUPERVISION OF DJJ, OR OTHERWISE RECEIVING SERVICES UNDER THIS AGREEMENT MUST SIGN THIS CONFIDENTIALITY AGREEMENT. PROVIDER SHALL KEEP SIGNED COPIES OF THIS DOCUMENT ON FILE, AND SHALL PROVIDE SUCH COPIES TO PRIME CONTRACTOR, UPON REQUEST.