

## **PHYSICIAN SERVICES AGREEMENT**

THIS PHYSICIAN SERVICES AGREEMENT (“Agreement”) is entered into this 1st day of January 1, 2023 by and between Virginia Commonwealth University Health System Authority (“PROVIDER”) and VIRGINIA DEPARTMENT OF JUVENILE JUSTICE (“CONTRACTOR” or “DJJ” or “DEPARTMENT OF JUVENILE JUSTICE”).

WITNESSETH:

WHEREAS, CONTRACTOR provides or arranges for health care professionals to offer services to and for the benefit of the community that it serves; and

WHEREAS, PROVIDER employs Child and Adolescent psychiatrists (individually “Physician” and collectively “Physicians”) who are qualified and licensed to practice medicine in the Commonwealth of Virginia; and

WHEREAS, CONTRACTOR requires the services of qualified physicians to provide certain physician services to the patients it serves; and

WHEREAS, CONTRACTOR desires to secure said services from PROVIDER for the purpose of meeting those certain patient care needs; and

WHEREAS, PROVIDER desires to render such services for CONTRACTOR.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** PROVIDER shall provide the professional services listed on Schedule “A” (the “Services”).
2. **OBLIGATIONS OF PROVIDER.**
  - 2.1 PROVIDER shall provide Physicians who shall at all times while performing the Services for PROVIDER hereunder:
    - 2.1.1 Be licensed to practice medicine in the Commonwealth of Virginia;
    - 2.1.2 Hold a valid Controlled Substance Registration Certificate, which contains Physician’s Drug Enforcement Administration’s Registration Number;
    - 2.1.3 Shall not be, and at no time during the conduct of Physician’s practice of medicine been, a “*sanctioned individual*” as defined in Section 1128(b)(8) of the Social Security Act (42 U.S.C. Section 1320a-7(b)(8)), regarding individuals penalized for Medicare or Medicaid fraud or abuse;
    - 2.1.4 Be Board Certified or Board Eligible;
    - 2.1.5 Provide such Services in accordance with: (i) similar services provided in other facilities and standards in the surrounding medical community; (ii) CONTRACTOR’s written policies and procedures, including without limitation, those related to billing submission; and (iii) local, state and federal laws and regulations; and
    - 2.1.6 Be responsible for the preparation of written medical records as may be required by CONTRACTOR and local, state and federal authorities. The medical records created under this Agreement shall remain the property

of CONTRACTOR. However, CONTRACTOR shall provide PROVIDER and its Physicians (and their representatives and agents), with copies or access to such records for billing, compliance, treatment, risk management and litigation purposes.

- 2.2 The parties shall mutually agree upon the Physicians providing the Services hereunder. Such approval shall not be unreasonably withheld or conditioned. PROVIDER, however, agrees to cease using a Physician to provide the Services when CONTRACTOR has determined that the Physician consistently and materially failed to abide by the practices, rules, policies, and procedures of CONTRACTOR or in any way threatens to impair the delivery of health care services. Presently, the parties have agreed to have the following Physicians provide the Services hereunder:

**ARADHANA A SOOD MD**

- 2.3 PROVIDER will secure and maintain workers' compensation, general liability, and professional liability insurance (with appropriate tail coverage if a claims-made policy) for each Physician which it insures against any claims or losses arising out of the performance of professional medical services hereunder. PROVIDER anticipates that the limits of such coverage per incident for professional liability insurance will be the amount of the applicable limitation on liability in medical malpractice actions in Virginia that is in effect at the time of the incident (*see* Virginia Code Section 8.01-581.15, as amended), with an annual aggregate of three times this amount. PROVIDER shall provide CONTRACTOR with original executed certificates evidencing such insurance. Upon the receipt of any notice of cancellation, termination, material change of such policy, PROVIDER shall promptly notify CONTRACTOR in writing of such cancellation or termination.

3. **OBLIGATIONS OF CONTRACTOR.** CONTRACTOR shall:

- 3.1 Make arrangements for the availability of office space, parking, telephone, pagers, secretarial support, and equipment and supplies, keep and maintain such equipment in good working order and repair, and arrange for the provision of utilities, housekeeping, and other services as may be required for the proper operation and conduct of the services provided by PROVIDER hereunder.
- 3.2 Provide all non-physician personnel required for the safe and effective provision of the Services by Physicians.
- 3.3 Secure and maintain workers' compensation, general liability, and professional liability insurance (with appropriate tail coverage if a claims made police) for itself and its agents and employees against any claims or losses arising out of the performance of professional medical services hereunder. CONTRACTOR anticipates that the limits of such coverage per incident for professional liability insurance will be the amount of the applicable limitation on liability in medical malpractice actions in Virginia that is in effect at the time of the incident (*see* Virginia Code Section 8.01-581.15, as amended), with an annual aggregate of three times this amount. Notwithstanding the foregoing, Contractor is an agency of the Commonwealth of Virginia. Pursuant to §§ 2.2-1837 and 2.2-1838, Code of Virginia, the Division of Risk Management administers a risk management plan for public liability that protects the Commonwealth's departments, agencies, institutions, boards, commissions, officers, agents, or employees against liability imposed by law for damages. The plan provides protection against tort liability, public officials liability, law enforcement liability, medical malpractice, automobile liability, aviation liability, and watercraft liability. Parties agree that this satisfies the requirements of this Section 3.3. Upon execution of this Agreement, CONTRACTOR shall supply certificates of insurance

evidencing such coverage. Upon the receipt of any notice of cancellation, termination, or material change in coverage of such policy, CONTRACTOR shall promptly notify PROVIDER in writing of such cancellation, termination, or change.

4. **COMPENSATION.**

4.1 CONTRACTOR shall pay PROVIDER one hundred and seventy dollars (\$170) per hour (“Compensation”).

Provider shall provide an invoice documenting the services provided and DJJ shall remit payment on a monthly basis. Invoices shall be sent to: Mark Murphy, Department of Juvenile Justice, P.O. Box 1110, Richmond, VA 23218. Payments should be made to MCV Physicians (Tax ID # 54-1581185) and will be based on invoices received. In accordance with the Commonwealth of Virginia’s prompt pay act, invoices will be paid within 30 days of receipt of invoice or receipt of services, whichever is later. All invoices should identify the Agreement number assigned.

In addition to other remedies available under law and equity, PROVIDER reserves the right to assess interest of one percent (1%) per month, or the amounts permitted by federal and Virginia law, on any unpaid amounts in addition to any and all cost incurred in the collection thereof including, without limitation, reasonable attorney fees.

4.2 Notwithstanding anything to the contrary contained or implied herein, compensation payable under this Agreement shall not be determined in a manner that takes into account (directly or indirectly) the volume or value of any referrals made between the parties.

5. **INDEPENDENT CONTRACTOR.** In carrying out its obligations under this Agreement, PROVIDER and its Physicians shall at all times be acting as and be deemed to be independent contractors of CONTRACTOR and employees of PROVIDER or its affiliates. The parties further understand and agree that: (i) Physicians will not be treated as an employees of CONTRACTOR for federal income tax purposes; (ii) CONTRACTOR will not withhold on behalf of Physicians pursuant to this Agreement any sums for income tax, unemployment tax, unemployment insurance, social security, or any other withholdings pursuant to any law or requirement of any governmental body relating to or make available to Physicians any benefits afforded to employees of CONTRACTOR, including without limitation its workers’ compensation insurance; and (iii) all such payment, withholdings and benefits, if any, are the sole responsibility of PROVIDER. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Physicians, the parties hereto agree that all parties shall have the rights to participate in any such negotiation occurring with such agency or agencies, irrespective of whom or by whom such discussion or negotiation is initiated.

6. **RESPONSIBILITY.** To the extent permitted by the Virginia Tort Claims Act, each Party shall be responsible for the negligent acts or omissions of its officers, directors, employees and agents performing obligations pursuant to this Agreement. Nothing herein shall be deemed to be a waiver of the sovereign immunity of PROVIDER, Virginia Commonwealth University Health System Authority, the CONTRACTOR, the Virginia Department of Juvenile Justice, or the Commonwealth of Virginia.

7. **TERM AND TERMINATION.**

7.1 **Term.** The term of this Agreement shall commence on January 1, 2023 and shall continue for a period of one (1) year (the “**Initial Term**”), and shall automatically renew for subsequent one (1) year periods under the same terms and conditions (each a

“Renewal Term,” Initial Term and Renewal Terms together the “Term”), except that the fee shall be reviewed annually to ensure consistency with fair market value.

- 7.2 Termination for Cause. This Agreement may be terminated by either party for cause, which shall be defined as a breach of any of the material terms and conditions of this Agreement by the other party. In the event of such a breach, the non-breaching party shall give written notice to the breaching party identifying the breach, and the breaching party shall have thirty (30) days from date of such notice to cure the breach except that any breach that affects patient care or conflicts with federal, state or local laws or regulations shall be cured immediately. If the breaching party fails to cure the breach within the 30-day period to the reasonable satisfaction of the non-breaching party, then the non-breaching party may, at its option, either: (a) elect to terminate this Agreement; (b) waive the breach thereby continuing this Agreement; or (c) extend the period of time in which to cure the breach without waiving the breach. The non-breaching party shall notify the other party in writing of the option it has elected. Repeated breaches will not be afforded the benefits of this provision.
- 7.3 Termination Without Cause. Either party may terminate this Agreement, without cause, by providing the other party with ninety (90) days prior written notice. PROVIDER may immediately terminate this Agreement upon ten (10) days prior written notice in the event that any of the Physicians are no longer able to provide the Services hereunder.
- 7.4 Limitation. In the event that the Agreement is terminated before the first twelve (12) months of this Agreement, the parties agree not to enter into another agreement with each other for similar services until the initial twelve (12) month period has expired.

8. AMENDMENT. No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party.

9. ASSIGNMENT. Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any such assignment is expressly prohibited. Notwithstanding the foregoing, PROVIDER, however, shall be permitted to assign its rights and obligations under this Agreement to any other person, entity, or organization affiliated with Virginia Commonwealth Health System Authority or the Virginia Commonwealth University without the consent of CONTRACTOR.

10. NON-SOLICITATION. In consideration of the Services provided hereunder, CONTRACTOR agrees during the term of this Agreement and for two (2) years thereafter, except with PROVIDER’s express prior written consent, not to directly or indirectly, employ, solicit, retain or enter into a relationship with, including but not limited to a professional service agreement, with any person, including in part the Physicians, providing services under this Agreement upon PROVIDER’s behalf. CONTRACTOR acknowledges that any breach by it of any of the covenants and agreements of this Section 10 (“Covenants”) will result in irreparable injury to PROVIDER, and therefore, in the event of any such breach, PROVIDER shall be entitled, in addition to all other rights and remedies which PROVIDER may have at law or in equity, to have an injunction issued by any competent court enjoining and restraining CONTRACTOR and/or all other persons involved therein from continuing such breach. The existence of any claim or cause of action, which CONTRACTOR or any such other person may have against PROVIDER, shall not constitute a defense or bar to the enforcement of any of the Covenants. If PROVIDER is obliged to resort to litigation to enforce any of the Covenants which has a fixed term, then such term shall be extended for a period of time equal to the period during which a material breach of such Covenant was occurring, beginning on the date of a final court order (without further right of appeal) holding that such a material breach occurred or, if later, the last day of the original fixed term of such Covenant.

11. **NOTICE.** Any notice required to be provided under the terms and provisions of this Agreement shall be in writing, and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or sent by national overnight courier service (e.g., *Federal Express, UPS*) and addressed to the respective party at the address set forth below, or at any such address(es) or person(s) as each may specify by written notice given to the other party in the manner specified herein. Notwithstanding the above, notices may also be provided by personal delivery and shall be effective upon actual receipt.

**If to PROVIDER:**

Department of Psychiatry  
501 N. 2nd Street, Suite 400B  
Richmond, VA 23219  
P.O. Box 980308

**With a copy to:**

Office of Counsel  
VCU Health System  
830 E. Main Street  
Suite 200  
Attn: General Counsel  
Box 980549  
Richmond, VA 23298-0240

**If to CONTRACTOR:**

Department of Juvenile Justice  
P.O. Box 1110  
Richmond, VA 23218

12. **CONFLICT OF INTEREST.** CONTRACTOR represents and warrants to PROVIDER that: (a) no employee (or their spouse, parent, brothers, sisters, or relatives) of PROVIDER or its affiliates is an officer, director, trustee, partner, or agent of CONTRACTOR; (b) no employee (or their spouse, parent, brothers, sisters, or relatives) of PROVIDER or its affiliates has a five percent (5%) or more interest in the business of CONTRACTOR; (c) neither CONTRACTOR nor any employee, agent, or representative of CONTRACTOR shall offer gifts or kick-backs, whether in cash or kind, of any kind or value or solicit special favors from any PROVIDER agent, or employee (or their spouse, parent, brothers, sisters, or relatives) or its affiliates (including, without limitation, physicians and staff members); (d) CONTRACTOR's employees, agents, subcontractors, and representatives shall not participate in individual deliveries of products or services to any employee (or their spouse, parent, brothers, sisters, or relatives) of PROVIDER or its affiliates; and (e) CONTRACTOR, shall immediately reveal to PROVIDER any conflicts, or the appearance of a conflict (including, without limitation, recommending services to an affiliate of CONTRACTOR).

13. **SEVERABILITY.** All of the provisions of this Agreement are intended to be distinct and severable. If any provision of this Agreement shall be held or made invalid or unenforceable by a court decision, statute, rule, or otherwise, then the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

14. **FURTHER ASSURANCES.** The parties agree to execute such other documents and to perform all such other and further acts as may be necessary or desirable to carry out the purposes and intent of this Agreement.

15. **SURVIVAL.** The provisions of Sections 2.1.7, 2.3, 3.3, 4, 6, 10, 11, 18, 20, 22, 23, 25 and 26 shall survive the expiration or termination of this Agreement.

16. **NON-DISCRIMINATION.** Each party agrees that, in the performance of this Agreement, services will be provided without discrimination toward any patients, employees, or other persons regardless of their race, color, sex, age, religion, national origin, sexual orientation, marital status disability or any other manner prohibited by law.

17. **WAIVER OF BREACH.** No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Agreement. No waiver shall be valid unless in writing and signed by the parties.

18. **GOVERNING LAW.** This Agreement shall be deemed to have been made and shall be construed and interpreted by the courts of, and in accordance with the laws of, the Commonwealth of Virginia, without regard to its choice of law or conflict of law provisions.

19. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof.

20. **SERVICE OF LEGAL PAPERS.** Neither party shall accept the service of legal papers on behalf of the other party or the other party's insureds.

21. **MISCELLANEOUS.** This Agreement is confidential. Neither party shall disclose (unless required by law) the terms and conditions of this Agreement to a third party without the prior written consent of the other party.

22. **ACCESS TO BOOKS AND RECORDS.** This section is included herein because of possible application of Section 1861(v)(I)(1) of the Social Security Act (the "Act") to this Agreement. To the extent that this section of the Act is applicable, PROVIDER agrees to make available upon written request of the Secretary of Health and Human Services or the United States Comptroller General or any of their duly authorized representatives, this Agreement, and any books, documents and records of PROVIDER that are necessary to certify the nature and extent of costs incurred by CONTRACTOR under this Agreement until the expiration of four (4) years after the termination or expiration of this Agreement. If PROVIDER carries out any of the duties or obligations contemplated by this Agreement through a contract or subcontract with a value of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such contract or subcontract shall require this same access to the books, documents, and records of such contractor or subcontractor. So long as such disclosure does not violate the confidentiality of Juvenile Offender Information or other laws.

23. **COMPLIANCE.** BOTH PARTIES shall comply with applicable: (i) federal, state, and local laws, regulations, and executive orders, and amendments thereto, including, but not limited to, OSHA, NRC and CDC regulations, Medicare and Medicaid billing and referral regulations, and the Virginia Department of Health and Department of Virginia Medical Services regulations; (ii) accreditation standards such as those set forth by The Joint Commission; (iii) requirements imposed under any city, state, federal, foundation or other award, contract, funding, reimbursement, payments policy, or grant; and (iv) PROVIDER's policies and procedures including, without limitation, its anti-discrimination, compliance (found at <http://www.vcuhealth.org/compliance>), privacy, and sexual harassment policies.

24. **JOINTLY DRAFTED.** This Agreement shall be deemed to be jointly drafted by both parties and, in the event of a dispute, shall not be construed against or in favor of either party on account of its participation in the drafting hereof.

25. **COOPERATION REGARDING CLAIMS.** The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives, and attorneys in investigating, defending, or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this Agreement. This paragraph shall be without prejudice to the prosecution of any claims which any of the parties may have against each other and shall not require cooperation in the event of such claims.

26. **HIPAA.** In accordance with the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 (“HIPAA”) and the rules and regulations implemented thereunder, the parties are acting as “*Covered Entities*” contracting for the provision of patient care services. Accordingly the parties agree to comply with all federal, state and local laws and regulations, including without limitation HIPAA, regarding the confidentiality of patient or protected health information (“PHI”). Without limitation to other rights and remedies under this Agreement or afforded by law, EITHER PARTY may terminate this Agreement five (5) days written notice in the event that SAID PARTY has determined that there is a material breach with this provision. The parties further agree to execute additional mutually agreed upon documents as required under HIPAA rules and regulations to assure the safeguarding of PHI. In the event such documentation is not agreed upon and executed, either party may terminate this Agreement with thirty (30) days written notice.

27. **CONFIDENTIALITY.** The use or disclosure by PROVIDER of any information available in completing the Scope of Services in this agreement is prohibited except with prior consent of CONTRACTOR. Both parties are aware that the disclosure or dissemination of juvenile offender information is prohibited by law. This information includes the names or any identifying information about residents at Bon Air Juvenile Correctional Center.

28. **BACKGROUND CHECKS/PREA.** The Physicians provided will agree to a background investigation, in accordance with statutory requirements. CONTRACTOR complies with the Prison Rape Elimination Act (PREA) and promotes zero tolerance to any forms of sexual harassment and/or sexual abuse. If necessary for compliance with PREA, the medical staff agree to participate in required PREA training.

29. **OTHER TRAINING.** The Physicians provided agree to complete any other training as mandated by the Code of Virginia, applicable regulations, or DJJ procedures which are provided to the Provider in advance.

30. **FINANCIAL RECORDS.** PROVIDER agrees to retain all financial books, records and other financial documents relative to this agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is earlier. CONTRACTOR and State auditors shall have full access to and the right to examine any of said materials during said period.

31. **SANCTIONED PERSON.** Each party represents and warrants that it and any of its agents, employees, officers, and representatives providing services under this Agreement: (a) are not “*sanctioned persons*” under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the System for Awards Management as excluded from Federal Programs; (d) have not been convicted of a criminal offense related to health care; (e) are not a debarred or suspended contractor of the

Commonwealth of Virginia. Each party shall promptly notify the other party in the event that it is no longer able to make such representations and warranties.

32. **FORCE MAJEURE.** If either party hereto is unable to carry out any of its obligations under this Agreement due to a Force Majeure Event (as that term is defined herein), and if such party promptly gives the other party written notice of such, then the affected party may suspend its obligations under this Agreement to the extent made necessary by the Force Majeure Event and during its continuance; provided, however, that the party giving notice shall use its best efforts to remedy the Force Majeure Event as soon as reasonably practicable. For purposes of this Agreement, the term “*Force Majeure Event*” shall mean any act of war, terrorism, fire, flood, explosions, breakdowns to equipment or facilities, embargoes, orders or acts of civil or military authority, labor disputes, strike, lockouts, accident, insurrection, riot, act of God, or any other similar circumstance.

33. **BINDING AGREEMENT.** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties hereto, their respective legal representatives and their permitted successors and assigns.

34. **CAPTIONS.** Any captions or headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision hereof.

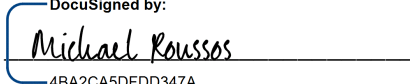
35. **CONFLICTING TERMS.** In the event of a conflict between the terms and conditions of any exhibit, schedule, or other attachment hereto and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

36. **COUNTERPARTS.** Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable means.

37. **CHANGE OF LAW.** Notwithstanding anything contained herein to the contrary, either party may notify the other in writing of its intention to terminate this Agreement if at any time any federal, state or local government law, regulation or policy, or the policies of any material third party payor, or interpretations of the foregoing given by either party’s attorney, by virtue of this Agreement, cause either party to fail to comply with any such law, regulation, policy or interpretation or shall materially impair (impairment being considered in the legal compliance, operational or financial sense) the continuing validity and/or effectiveness of any material provision hereof. This termination will become effective only if the parties in good faith are unable to agree, within thirty (30) days after receipt of notice of such impairment, upon a modification to this Agreement that will bring the Agreement into compliance with the law, regulation or policy at issue.

**IN WITNESS WHEREOF**, this Agreement has been executed by each party’s duly authorized representative in multiple originals.


**PROVIDER**

By:    
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Name: Michael Roussos  
Title: President, VCU Medical Center  
Date: 2/8/2023 15:40:32 EST

**CONTRACTOR**

By:   
Name: Amy M. Floriano  
Title: Director of the Department of Juvenile Justice  
Date: December 14, 2022

**SCHEDULE "A"**  
**SERVICES PROVIDED BY PROVIDER**

PROVIDER shall provide the following Services to CONTRACTOR:

Service locations may include the locations listed below as mutually agreed:

Bon Air Juvenile Correctional Center

Service provided shall include all necessary psychiatric services associated with outpatient care. Typical services would include but are not limited to the following:

- 1) Conduct psychiatric evaluations for those youth who are screened by the Department of Juvenile Justice Behavioral Service Unit ("Behavioral Service Unit") and determined to be in need of such services. Evaluations are to include a review of history, determination of level of functioning and recommendations related to the referral question and any other information which is required to complete an evaluation consistent with the standards of care within the community.
- 2) Refer residents to specialists for treatment, as needed, based upon psychiatric examination.
- 3) Evaluate residents expressing psychiatric complaints as screened by the Department of Juvenile Justice Behavioral Service Unit.
- 4) Prescribe appropriate courses of treatment for residents in need of psychiatric care to include the prescription of psychotropic medication and maintenance monitoring consistent with established standards of practice.
- 5) Provide feedback to Behavioral Service Unit clinicians as to the juvenile's clinical progress as well as providing consultation on treatment focusing on the course of treatment within the Juvenile Correctional Center.
- 6) Determine the necessity of continued psychiatric care subsequent to discharge from the Department of Juvenile Justice and recommend the appropriate follow-up.
- 7) Document treatment and care on the physician's progress notes and physician's order sheet in each juvenile's medical record. It is required that the psychiatrist's progress notes contain the following information: working diagnosis; medication the resident is presently receiving, including effectiveness at reducing target symptoms and side effects.; any medical complaints including treatment and follow-up. Information must address medical conditions; progress to include an assessment of the resident's current clinical status with regard to treatment plan or indication of lack of progress; any revisions to the treatment plan and the individual who is responsible for ensuring that these amendments are incorporated into the treatment plan and carried out. These progress notes are completed each time a youth is seen. The psychiatrist also

completes physician's order sheets as required to prescribe medication and provide other relevant guidance to clinical staff in the treatment of residents.

- 8) Enter orders via Computer Provider Order Entry (CPOE) and record in order section of the chart as needed.
- 9) Document a treatment note following each resident contact fully documenting the treatment and care provided. Review correct and sign all treatment notes.
- 10) As assessed during contact with residents, monitor the general mental health environment of the applicable correctional center(s). Report conditions and practices which adversely affect the mental health environment to Behavioral Service Unit clinicians, facility administrator or appropriate DJJ staff along with any recommended corrective actions.
- 11) When requested, review patient charts who have been evaluated by DJJ staff to ensure compliance with established protocol for the selected diagnosis. The physician shall annotate the review and supply comments as applicable.
- 12) Perform chart reviews/peer reviews for internal quality management.
- 13) For assigned clinics, provide telephonic availability for urgent psychiatric consultations between regularly scheduled clinics.
- 14) Provide consultation services to other DJJ providers regarding psychiatric care of residents.
- 15) Conduct and document a chart review prior to renewing medication if a resident has not been seen as part of the renewal. In the event of an emergency renewal, the chart review will be conducted and documented at the next clinic.