

Memorandum of Agreement (MOA)

Between

**The Commonwealth of Virginia
Department of Juvenile Justice (DJJ)**

And

**Virginia Commonwealth University
Health System Authority**

I. PARTIES TO THE MEMORANDUM OF AGREEMENT:

The intent and purpose of this agreement is to establish a relationship between the Department of Juvenile Justice, hereinafter referred to as DJJ, and the Virginia Commonwealth University Health System Authority, hereinafter referred to as VCUHS, to provide psychiatric services for the residents of DJJ at Bon Air Juvenile Correctional Center.

II. Scope of Service:

VCUHS will provide Medical Staff consistent with Board Certified and Board eligible Psychiatrist. The clinic will be in operation only during periods when the attending physician is present. **ARADHANA A SOOD, MD**, is the mutually agreed upon Physician to provide services.

Both, VCUHS and DJJ will establish and identify the appropriate points of contact for the management and resolution of any operational or performance considerations which may impact the operation of clinics.

Clinics will operate on a regular fixed schedule agreeable to and approved by both parties and consistent with service requirements as identified in Attachment A.

When providing the services specified under this agreement, VCUHS shall not be deemed an “employee” or “agent” of DJJ. VCUHS shall act as an independent contractor and is responsible for obtaining and maintaining appropriate liability insurance, payment of all required local, State and Federal taxes and comply with other requirements customary for this type of service.

III. Payment:

Services will be reimbursed at the below listed rates for the term of the agreement. Should the agreement be extended/renewed, rates for services may be reviewed and adjusted up agreement by purchasing agency. Any changes in rates will be based on general changes in rates for psychiatric services generally provided in the Commonwealth of Virginia.

Psychiatrist \$170.00 per hour

Payments made 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, which ever is later. All invoices should identify the agreement number assigned.

Invoices should be submitted 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)

IV. Settlement of Disputes:

Any disputes regarding the interpretation or implementation of this agreement will be resolved only by consultation among the participants and will not be referred to a national or international tribunal or other third party for settlement.

V. Amendment:

This agreement may be amended with the mutual written consent of the parties.

VI. Agreement Term:

This agreement will commence on June 1, 2020 and will terminate June 30, 2021. This agreement may be renewed by the purchasing agency on an annual basis for up to four (4) additional annual periods upon written agreement of both parties provided the renewal is signed by both parties at least 60 calendar days prior to the expiration of the then current agreement. Notwithstanding the foregoing provision, this agreement may be terminated by either party as provided in the section entitled "Termination".

VII. General Provisions:

Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the ***II Scope of Services*** contained herein. Furthermore, VCUHS shall not assign, sublet, or subcontract any work related to this agreement or any interest they may have herein without prior written consent from DJJ. This agreement is subject to the availability of appropriations.

VIII. Termination

This agreement may be terminated prior to the expiration of the term hereof as follows:

- A. By mutual agreement of both parties; or
- B. By either party, with or without cause, upon 30 days written notice to the other; or
- C. By DJJ, by reason of material breach by VCUHS. In such event, DJJ shall have the right to immediately rescind, revoke or terminate this agreement. In the alternative, DJJ may give written notice to VCUHS specifying the manner in which the agreement has been breached. If a notice of breach is given and VCUHS has not substantially corrected the breach within 30 days of receipt of the written notice, DJJ shall have the right to terminate this agreement. In the event of termination, DJJ shall pay VCUHS all monies due and owing as provided in the ***III Payment***, such monies to be calculated on a prorate basis for services rendered through the date of termination.

IX. Financial Records:

VCU 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. DJJ and State auditors shall have full access to and the right to examine any of said materials during said period.

X. Modification & Assignment

This agreement constitutes the entire understanding of the parties as to the matters contained herein. No alteration, amendment or modification of the agreement shall be effective unless in writing and signed by the duly authorized officials of both parties.

VCUHS shall not assign, sublet, or subcontract any work related to the agreement or any interest it may have herein, without the prior written consent of DJJ, and nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other beyond the terms of this agreement.

XI. Confidentiality

The use or disclosure by VCUHS of any information available in completing the Scope of Services in this agreement is prohibited except with prior consent of DJJ. 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.

XII. Background Checks/PREA


The medical staff provided will agree to a background investigation, in accordance with statutory requirements. DJJ 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.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED BY:

Virginia Commonwealth University
Health System Authority
Department of Psychiatry

Department of Juvenile Justice



Signature

Signature

Name: _____

Name: Valerie P. Boykin

Title: _____

Title: Director

Date: _____

Date: May 15, 2020