

MEMORANDUM OF AGREEMENT

To Support Clinical Services in Juvenile Detention Facilities

This **AGREEMENT** is made and entered into this _____ day of _____, 2013, by and between the **Idaho Department of Juvenile Corrections** (the “Department”), the **Idaho Department of Health and Welfare** (the “IDHW) and _____ **County as host County for _____ detention facility, State of Idaho** (the “County”) and

WHEREAS, the Department of Juvenile Corrections is working in partnership with the Idaho Department of Health and Welfare, and the Counties in Idaho on this project; and

WHEREAS, the Idaho Department of Juvenile Corrections is the state agency designated to administer funds for mental health services for juvenile offenders, as administered in 2006 Session Law Chapter 300 and 2010 Session Law Chapter 268; and

WHEREAS, the Idaho Department of Health and Welfare is the agency responsible for the development and implementation of juvenile mental health services for eligible youth; and

WHEREAS, the Counties of Idaho have the responsibility for providing detention services for juvenile offenders; and

WHEREAS, the Department and the County understand the importance of connecting with existing community or county councils whose function is to staff cases for services; and

WHEREAS, the success of this project is dependent on the continued cooperation and partnerships between the State, the County and the County’s Juvenile Detention Department; and

WHEREAS, these funds are intended to supplement local resources and may not be used to supplant existing funding budgeted for juvenile justice purposes; and

WHEREAS, research on the Detention Clinician project conducted by the Center for Health Policy at Boise State University, noted the following characteristics of the juveniles screened after entering detention facilities: fifty-nine percent had mental health issues and seventy-two percent had a mental health and/or substance abuse issue.

WHEREAS, research on the Detention Clinician project conducted by the Center for Health Policy at Boise State University revealed sixty-one percent of the juveniles who were recommended for community-based mental health and/or substance abuse issues accessed those services within 15-45 days post release.

NOW, THEREFORE, the Department, the IDHW and the County each agree to the following:

A. The DEPARTMENT shall:

1. Collaborate with the Idaho Department of Health and Welfare to provide Clinical services for all County juvenile detention facilities in the state that choose to participate.
2. Pay providers or the County for allowable and approved costs for the provision of clinical services to juveniles in the juvenile detention facility up to the award amounts listed in attachment "C".
3. Arrange training and information-sharing meetings, conference calls, and webinars on a regular basis for Clinicians and Juvenile Detention Administrators.

B. The COUNTY shall:

1. Arrange for provision of clinical services as noted in attachment "B" in the juvenile detention facility through hiring of clinicians or contracting licensed providers.
2. Adhere to state laws regarding procurement of services. According to Idaho State Code, the Fair Market Value (FMV) must be paid for services that are offered in series or quantities. FMV is the amount of money charged for the services between a willing seller under no obligation to sell, and an informed, capable buyer; with a reasonable time being allowed to consummate the sale.
3. Provide adequate onsite workspace for clinical providers to assess and interview juveniles, and securely maintain records and documentation.
4. Track and report performance measurement data. (See Attachment A)
5. Perform clinical screenings (which includes, but is not limited to, a clinical interview) of at least 65% of total juvenile intakes.
6. Use validated assessment and approved clinical procedures that are pre-authorized by the collaborating partners (IDJC, IDHW County Detention, and a Project Researcher).
7. Submit reports to IDJC when requested, with detailed information on performance measures and expenditures.
8. Provide access to records and data for the Project Researcher. Submit additional data as requested by the Project Researcher.
9. Certify expenditures for allowable costs and request payment from the Department within 30 days of receiving an invoice for expenditures.

C. The IDHW Shall:

1. Collaborate with the Idaho Department of Juvenile Corrections and County Detention Officials to provide clinical services for all County juvenile detention facilities in the state that choose to participate.
2. Participate in training and information-sharing meetings and conference calls on a regular basis for Clinicians and Juvenile Detention Administrators.
3. Engage Region offices in collaboration with County Detention Officials and Clinicians hired through this project to maximize the resources and services available to juvenile offenders with mental health needs.

- D. The DEPARTMENT, the COUNTY, and the IDHW, in order to support this project identifying and addressing the needs of juvenile offenders with mental health needs, improving competency and confidence of direct care staff, and reducing critical incidents in facilities by providing clinical services for juveniles in county detention centers, agree as follows:
1. The parties to this Agreement understand that the success of this program is dependent on the collaboration of all, and commit to a partnership toward that goal. Unless terminated thereto, **this Agreement starts July 1, 2013 and ends June 30, 2014** and is renewable, upon mutual consent of the parties. However, this Agreement will terminate when any party terminates it by giving the other parties thirty (30) days written notice, or funds for this project have been exhausted or otherwise discontinued.
 2. The parties to this Agreement will work with existing services or councils, where appropriate, to develop the system of care for the juvenile and their family. This may include identifying new formal and informal resources for the system of care, ensuring families have a voice, linking to more neighborhood based delivery systems, increasing research-based programs, and developing training across different agencies and services in the system of care.
 3. The parties to this Agreement understand that funding for this project is restricted to one-year. Continued funding is not indicated or guaranteed.

_____ COUNTY as host for _____ detention facility agrees to participate in this program:

Commissioners For _____ Host County, State of Idaho

Signed: _____ Title: _____

Signed: _____ Title: _____

Signed: _____ Title: _____

Attest:

Signed _____ Date: _____

_____ County Clerk

Signed _____ Date: _____
Chair, Juvenile Detention Facility Board of Directors

Signed _____ Date: _____
Detention Administrator

Idaho Department of Juvenile Corrections

Signed _____
Sharon Harrigfeld, Director

Date: _____

Idaho Department of Health and Welfare

Signed _____
Richard Armstrong, Director

Date: _____

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Attachment A

Outputs:

- # of Juveniles booked into Detention
- # of Juveniles assessed in detention
- # of Juveniles assessed who were not in detention (ie. juveniles in probation or diversion)
- # of Juveniles completing clinical interview
- # of Juveniles with pre-existing mental health diagnosis (by type)
- # of Juveniles given provisional diagnosis as a result of clinical services (by type)
- # of Suicide attempts by juveniles in the facility
- # of Juveniles committing suicide attempts
- # of Assaults on staff and/or other juveniles in the facility
- # of Juveniles committing assaults on staff or other juveniles
- # of Juveniles that access services in the community recommended by clinician
- # of Staff trained by clinician
- # of Court orders or probation requirements that included recommended services

Outcomes

- # of Juveniles that return to the detention center
- # of Juveniles that commit a new offense
- # of Juveniles that commit a probation violation
- # of Staff with increased knowledge of mental health and behavioral issues
- # of Juveniles committed to IDJC
- # of Juveniles diverted from commitment as a result of clinical services
- # of Juveniles accessing treatment services in the community that were referred by clinician

Additional performance measures may be tracked as the project develops.

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Attachment "B"

Scope of work:

1. Clinical Services
 - a. Provide clinical services to juveniles placed in the County Detention Center. Services include clinical screenings, crisis support, clinical intervention, case management, clinical consultation, transitional services and staff training.
 - b. Perform clinical screenings and interview of at least 65% of total juvenile intakes;
2. Crisis Support
 - a. The clinician provides crisis support and assists the Detention Center staff in the implementation of safety plans.
3. Clinical Intervention
 - a. The clinician provides direct clinical services to detainees who need immediate clinical support. This could include individual, group, or family therapy.
4. Case Management
 - a. The clinician provides limited case management for each juvenile who has mental health or safety concerns. In this capacity the clinician assures consistency of mental health treatment for the detainees.
 - b. The clinician will help identify and coordinate mental health services for the juvenile and family throughout the juvenile's stay at the Center.
5. Consultation
 - a. The clinician provides case consultation with staff and professionals involved in a case to include:
 - i. The clinician provides consultation to the Detention Center staff regarding mental health issues and available services. Provide information and techniques on dealing with the juvenile's symptoms or behaviors.
 - ii. The clinician provides clinical input to the Detention Center's consulting physician regarding behavior and medication compliance.
 - iii. The clinician provides consultation to the court system regarding the juvenile's clinical issues as appropriate.
6. Transitional Services
 - a. The clinician provides transitional services for each juvenile who exhibits safety or mental health concerns.
 - b. The clinician engages families throughout the process regarding mental health issues and available services in the community to facilitate post detention services.
 - c. The clinician may participate on a multi-disciplinary team as needed.
 - d. The clinician will be available for consultation for 15 days after discharge.
7. Training
 - a. The clinician will provide training to Detention Center staff, Probation Officers, and Judges on mental health issues.
8. Continuous Improvement
 - a. The clinician will provide data to the project researcher to evaluate the effectiveness of the project.
 - b. The clinician will participate in all mandatory training and conference calls required for the project.
 - c. The clinician will immediately report challenges, barriers, or other issues to the Detention Administrator.

Attachment "C"

Clinical Services for Juvenile Detention Facilities A Cooperative Project to address the needs of juvenile offenders with mental health issues

Facility	Project Number	FY14 Amount
Bonner County JDC	14DC1101	\$30,000
Region 1 JDC	14DC1102	\$100,000
Region 2 JDC	14DC2103	\$35,000
SWIJDC	14DC4104	\$100,000
Ada County JDC	14DC4105	\$93,000
Valley County JDC	14DC4106	\$13,000
Mini-Cassia JDC	14DC5107	\$33,000
Snake River JDC	14DC5108	\$57,000
Region 6 JDC	14DC6109	\$50,000
3B JDC JDC	14DC7110	\$65,000
5C JDC	14DC7111	\$22,000
Lemhi County JDC	14DC7112	\$18,000
Shoshone-Bannock JDC*	14DC7113	\$35,000
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Total		
	Facility Awarded Amount	\$651,000
	Research	\$24,000
	Training	\$16,000
	Total Clinical Services Project	\$691,000

*Shoshone-Bannock allocation includes federally negotiated indirect cost rate agreement.

