

MEMORANDUM OF AGREEMENT

To Support

The Community Based Alternative Services (CBAS) Program and The Substance Use Disorder Services (SUDS) Program

This **AGREEMENT** is made and entered into this _____ day of _____, 2024,
by and between the **Idaho Department of Juvenile Corrections** ("IDJC") and
_____ **County, State of Idaho** (the "County").

WHEREAS, the CBAS Program is designed to:

- Fill gaps in local services or resources to serve youth who are at a high risk of commitment to IDJC locally where families can participate more fully in their treatment and increase the likelihood of their success; and
- Provide resources to fill gaps in local services to serve youth returning to the community from state commitment to increase the likelihood of successful reintegration; and
- Administer funds for community-based mental health services for youth as detailed in 2006 Idaho Session Law Chapter 300 and 2024 Idaho Sixty-Seventh Session, Senate Bill No. 1266; and

WHEREAS, the SUDS Program is designed to:

- Fill gaps in local services or resources to serve youth with substance use disorder issues or who are at a high risk of commitment to IDJC locally where families can participate more fully in their treatment and increase the likelihood of their success; and
- Provide resources to fill gaps in local services to serve youth returning to the community from state commitment to increase the likelihood of successful reintegration; and
- Operate by utilizing the IDJC Provider network; and
- Administer funds for community-based substance use disorder services for youth as detailed in 2024 Idaho Sixty-Seventh Session, Senate Bill No. 1266; and

WHEREAS, the successful treatment of youth in the local community and successful reintegration of youth leaving IDJC custody benefits youth, their families, their communities, the County and the State of Idaho; and

WHEREAS, The Youth Level of Service/Case Management Inventory (YLS/CMI) is a research-based screening tool that is used to determine criminogenic needs and assist in case planning; and

WHEREAS, The Child and Adolescent Needs and Strengths (CANS) is a research-based multi-purpose tool developed for children's services to support decision-making, including level of care and service planning, to facilitate quality improvement initiatives, and to allow for the monitoring of outcomes of services; and

WHEREAS, The Global Appraisal of Individual Needs (GAIN) and the Comprehensive Diagnostic Assessment (CDA) are research-based comprehensive bio-psychosocial assessment tools designed to support clinical diagnosis, placement, treatment planning, performance monitoring, program planning, and economic analysis; and

WHEREAS, IDJC 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 these programs is dependent on the continued cooperation and partnerships between the State, the County, and the County's Juvenile Probation Department; and

WHEREAS, these funds are intended to supplement local resources and may not be used to supplant existing funding budgets to include Medicaid and/or private insurance for juvenile justice purposes; and

WHEREAS, service providers operate through agreements with the County and are not employees or contractors of the State.

NOW, THEREFORE, IDJC and the County each agree to the following:

A. In order to receive CBAS and SUDS funds, The COUNTY shall:

1. Assume the responsibility of screening and determining service needs for clients. This includes:
 - a. Determining treatment options that are evidence-based.
 - b. Exploring and exhausting all available funding sources, including checking Medicaid eligibility, encouraging enrollment, and private insurance.
 - c. Finding and collaborating with appropriate providers.
2. Utilize the IDJC SUDS Provider Network exclusively, or obtain approval from IDJC Behavioral Health Unit for out-of-network providers.
3. Initiate authorization for services, coordinate and oversee private providers, and provide supervision for participating youth, at a level agreed upon by the Juvenile Probation Department, when the IDJC SUDS Provider Network is NOT feasible.
4. Initiate authorization for services, coordinate and oversee private providers, and provide supervision for participating youth, at a level agreed upon by the Juvenile Probation Department for the CBAS Program.
5. Use a screening tool such as YLS/CMI or others to identify specific needs and challenges of the youth for services when appropriate and available.
6. Work with IDJC to maintain authorizations, extensions, and reimbursements through the approved application as defined by the IDJC.
7. Request reimbursement from IDJC within thirty (30) days of service.
8. Adhere to all applicable laws, rules, and guidelines, including procurement laws.

B. IDJC shall:

1. Reimburse the County (IDJC preferred) or Provider for allowable and approved treatment costs identified by a probation team for youth remaining in their community until funds have been exhausted, funding is otherwise discontinued, or either party terminates the Agreement by giving the other party thirty (30) days written notice.

2. Be responsible for program monitoring, managing of county contracts, and software applications within the appropriation provided.
 3. Develop and evaluate policies, draft regulations, and overall administration of the CBAS Program.
 4. Work with counties and providers to establish provider rates to include the amount, duration, and scope requirements.
 5. Process client authorizations, service coordination, billing, and compilation of client data through the approved application as defined by the IDJC.
 6. Complete YLS/CMI while the youth is in state custody, as applicable.
- C. The IDJC and the COUNTY, in order to support these programs to keep youth in their community, or successfully reintegrate youth in state custody back into their homes, communities and families, also agree as follows:
1. The IDJC and County Juvenile Probation Officers will participate in routine staffing sessions for each participating youth, prior to their release from IDJC custody, to jointly support CBAS funding.
 2. The parties to this Agreement understand that the success of these programs is dependent on the collaboration of all, and commit to a partnership toward that goal. Unless terminated thereto, this Agreement ends **June 30, 2025**, and is renewable upon mutual consent of the parties. However, either party may terminate the Agreement by giving the other party thirty (30) days written notice, or if State funds for these programs have been exhausted or otherwise discontinued.
 3. The parties to this Agreement will work with existing services or councils, where appropriate, to develop the system of care for the youth and their family. This may include but is not limited to, identifying new formal and informal resources for the system of care, ensuring families have a voice through family involvement, linking to more community-based delivery systems, increasing evidence-based programs, and developing training across different agencies and services in the system of care.
 4. In the event a youth is receiving services at the time of expiration or termination of this Agreement, services for that youth shall survive expiration until the same are complete or otherwise concluded. Allowable costs for such services will be paid by IDJC according to the program guidelines. However, no additional youth shall begin services in the County after the date of expiration of the Agreement, or after the date the thirty (30) day notice has been given to terminate the Agreement.

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The Substance Use Disorder Services (SUDS) Program**

_____ COUNTY agrees to the above for these programs:

Commissioners for _____ County, State of Idaho

Signed: _____ Title: _____

Signed: _____ Title: _____

Signed: _____ Title: _____

Attest:

Signed: _____ Date: _____
County Clerk

Signed: _____ Date: _____
Chief Juvenile Probation Officer

Idaho Department of Juvenile Corrections

Signed _____ Date: _____
Monty Prow, Director