

**MEMORANDUM OF AGREEMENT**  
**To Support**  
**Clinical Services in Juvenile Detention**  
**Facilities**

This **AGREEMENT** is made and entered into this 21<sup>st</sup> day of May, 2024 by and between the **Idaho Department of Juvenile Corrections** ("IDJC") and Canyon County as host County for SW Idaho Juvenile Detention Facility, State of Idaho (the "County") and

WHEREAS, IDJC is working in partnership with Counties in Idaho on this Program; and

WHEREAS, IDJC is the state agency designated to administer funds for mental health services for juvenile offenders, as detailed in the 2006 Idaho Session Laws Chapter 300 and the Sixty-Seventh Session Senate Bill No. 1266; and

WHEREAS, IDJC is the state agency designated to administer funds for clinician services with juvenile detention facilities (JDF) in Idaho, as administered in 2024 Idaho Session House Bill No. 350; and

WHEREAS, IDJC is the state agency designated to monitor compliance with Juvenile Justice and Delinquency Prevention Act (JJDP Act); and

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

WHEREAS, IDJC and the County understand the importance of connecting with existing community resources for services and support for juvenile offenders, including linking juveniles to Youth Empowerment Services (YES) where appropriate; 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 Program conducted by the Center for Health Policy at Boise State University noted the following characteristics of the juveniles screened after entering a JDF: based on aggregate data, sixty-four percent (64%) had mental health issues, and seventy-five percent (75%) had mental health and/or substance use disorder; and

WHEREAS, research on the Detention Clinician Program conducted by the Center for Health Policy at Boise State University revealed that, on average, sixty-two percent (62%) of the juveniles who were recommended for community-based mental health and/or substance use disorder issues accessed those services within 15-45 days post release.

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

A. IDJC shall:

1. Pay each County for allowable and approved costs, including employee wage and trainings, by the JDF and the IDJC Administrator(s).

2. Arrange information-sharing meetings and/or conference calls as needed for clinicians and JDF administrators.
3. Provide funding support for the approved Validated Assessment Tool, Massachusetts Youth Screening Instrument (MAYSI). (See Attachment A)
4. Work with the Idaho Department of Health and Welfare (IDHW), Division of Behavioral Health, and Division of Family and Community Services to support Counties by continuing work on data-sharing initiatives featured in the Idaho Juvenile Offender System (IJOS), "IDHW Juvenile Lookup," that identifies in common youth with county juvenile probation.
5. Inspect all JDF to assess compliance with both state rules and standards and regulations under the JJDPA.

B. The COUNTY shall:

1. Arrange for the provision of clinical services in the JDF by hiring clinicians or contracting licensed providers. (See Attachment B)
2. Adhere to state laws regarding the 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. Stay informed of state rules, standards, regulations, and core protections under the JJDPA to support compliance with the deinstitutionalization of status offenders, sight and sound separation, and jail removal protections.
5. Perform clinical screenings (including, but not limited to, clinical interviews) of at least ninety percent (90%) of total juvenile intakes. (See Attachment B)
6. Use validated assessments and approved clinical procedures that are pre-authorized by IDJC and County JDF. (See Attachment A)
7. Track and report performance measurement by utilizing IDJC- approved standardized data system and enter information into the data system by the end of the quarter. (See Attachment A)
8. Submit reports to IDJC when requested, with detailed information on performance measures and expenditures. (See Attachment A)
9. Provide access to records and data for the Program Researcher as needed.
10. Certify expenditures for allowable costs and request payment from IDJC within thirty (30) days of receiving an invoice for expenditures.

C. The IDJC and the COUNTY, in order to support this Program identifying and addressing the needs of juvenile offenders with behavioral health needs, improving competency and

confidence of direct care staff, and reducing critical incidents in facilities by providing clinical services for juveniles in County JDF, 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, 2024, ends June 30, 2025**, 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 Program have been exhausted or otherwise discontinued.
2. The parties to this Agreement will work with existing community resources and services, where appropriate, to support the system of care for the juvenile and their family. This may include identifying new formal and informal resources for the system of care, to include linking juveniles to YES and/or Youth Assessment Centers where appropriate, ensuring families have a voice, linking to more community-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 Program is restricted to one (1) year. Continued funding is not indicated or guaranteed.

#### D. PROGRAM REPRESENTATIVES

1. Jason Stone, COPS Division Administrator  
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208-577-5444
2. Leahann Romero, COPS Division Administrator, Associate  
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3. Paul Shepherd, Behavioral Health Unit Program Manager  
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208-577-5438
4. Mike Davidson, Behavioral Health Unit Program Specialist  
[mike.davidson@idjc.idaho.gov](mailto:mike.davidson@idjc.idaho.gov)  
208-577-5438

Canyon COUNTY as host for SW Idaho Juvenile  
Detention Facility agrees to participate in this program:

Commissioners for Canyon County, State of Idaho

Signed: [Signature] Title: Commissioner

Signed: Brad Holton Title: Chairman

Signed: \_\_\_\_\_ Title: \_\_\_\_\_

Attest:

Signed Rick Hogaboam Date: 05.21.24  
County Clerk Cross Deputy Clerk

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
Chair, Juvenile Detention Facility Board of Directors

Signed [Signature] Date: 05.21.24  
Juvenile Detention Facility Administrator

**Idaho Department of Juvenile Corrections**

Signed \_\_\_\_\_ Date: \_\_\_\_\_  
Monty Prow, Director

# Attachment A

## Performance Measures:

### Standardized Data System

Data must be provided by the JDF using an IDJC-approved standardized system and entered in a timely manner (by the end of the quarter). If unable to provide data through the approved application, an identified and realistic hardship must be present. Contact the Detention Clinician Program representative as needed.

### Validated Assessments

The pre-authorized validated assessment tools identified by the collaborating partners (IDJC and County JDF) are the Alaska Screening Tool, Massachusetts Youth Screening Instrument (MAYSI), and Adverse Childhood Experiences (ACEs). If unable to provide data through the approved, validated assessments, an identified and realistic hardship must be present. Contact the Detention Clinician Program representative as needed.

### Clinical Data

Number of Juveniles screened

Alleged offenses or offenses of juveniles screened by type

Scores from screening instruments (Alaska, MAYSI, ACES)

Number of juveniles with pre-existing mental health diagnoses by type

Number of Juveniles given a provisional diagnosis as a result of clinical services (by type)

Number of Juveniles that access services in the community recommended by a clinician

### Training Data

# of Staff trained by a clinician

# of Training hours provided by a clinician

### Data gathered by the IDJC from Detention Inspection Reports# of

Incidents occurred where staff used "use-of-force".

# of Juveniles restrained

# of Suicide attempts

# of Suicides

# of Attempted escapes

# of Actual escapes

# of Reported PREA incidents

Additional performance measures may be tracked as the Program develops.

## Attachment B

### Scope of Work:

1. Clinical Services
  - a. Provide clinical services to juveniles placed in the JDF. Services include but are not limited to clinical screenings, crisis support, clinical intervention, case management, clinical consultation, transitional services, and training.
2. Clinical Screenings
  - a. Perform clinical screenings and interviews of **at least ninety percent (90%) of total juvenile intakes**.
    - i. Percentage of juvenile intakes are determined by assessment (Alaska, ACES or MAYSI) divided by bookings and are reviewed by IDJC quarterly or as needed. Exceptions include:
      - **Juveniles assessed previously within one year, or**
      - **Bookings less than 24 hours, or**
      - **Bookings during the weekend and less than 48 hours**
3. Crisis Support
  - a. The clinician provides crisis support and assists the JDF staff in the implementation of safety plans.
  - b. The clinician identifies juveniles detained solely on status offenses as a **high-priority group** to help determine a plan for their release from detention to a more appropriate non-secure placement per state rules and standards as well as regulations and core protections under the JJDPa.
  - c. The clinician is encouraged to refer juveniles to existing community resources and services, where appropriate, to support the system of care for the juvenile and their family. See section C.2 pg. 3 in the Agreement above.
4. Clinical Intervention
  - a. The clinician provides direct clinical services to juveniles who need immediate clinical support. This could include individual, group, or family therapy.
5. Case Management
  - a. The clinician provides limited case management for each juvenile who has behavioral health or safety concerns. In this capacity, the clinician assures consistency of behavioral health treatment for the juvenile.
  - b. The clinician will help identify and coordinate behavioral health services for the juvenile and the family throughout the juvenile's stay at the facility.
6. Clinical Consultation
  - a. The clinician provides case consultation with staff and professionals involved in a case to include:
    - i. The clinician provides consultation to the JDF staff regarding behavioral 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 JDF consulting physician regarding behavior and medication compliance.
    - iii. The clinician provides consultation to probation and the court system regarding the juvenile's clinical issues as appropriate.

#### 7. Transitional Services

- a. The clinician provides transitional services for each juvenile who exhibits safety or behavioral health concerns.
- b. The clinician engages families throughout the process regarding behavioral health issues and available services in the community to facilitate post-detention services. See section C.2 pg. 3 in the Agreement above.
- c. The clinician may participate on a multi-disciplinary team as needed.
- d. The clinician will be available for consultation for fifteen (15) days after discharge.

#### 8. Training

- a. The clinician will provide training to JDF staff as needed on behavioral or related (e.g., trauma-informed care; human trafficking) issues.
- b. The clinician will participate in scheduled conference calls and training opportunities associated with the Detention Clinician Program.

#### 9. Continuous Improvement

- a. The clinician will provide data to the IDJC researcher to evaluate the effectiveness of the Program as needed.
- b. The clinician will immediately report challenges, barriers, or other issues to the following:
  - i. Detention Administrator: County allocation, employee wages or benefits, training, and associated costs.
  - ii. IDJC: Detention Clinician Program or application database questions.

## Attachment C

### Detention Clinician Program Budget:

Locality	Detention Name	Vendor Name	SFY 24 Allocation
Bonner	Bonner County JDC	BONNER COUNTY	\$30,000
Kootenai	Region 1 JDC	KOOTENAI COUNTY	\$100,000
<b>District One Total</b>			<b>\$130,000</b>
Nez Perce	Region 2 JDC	NEZ PERCE COUNTY	\$35,000
<b>District Two Total</b>			<b>\$35,000</b>
Canyon	Southwest Idaho JDC	CANYON COUNTY JUVENILE DETENTION	\$103,000
<b>District Three Total</b>			<b>\$103,000</b>
Ada	Ada County JDC	ADA COUNTY JUVENILE COURT SERVICES	\$ 94,100.00
<b>District Four Total</b>			<b>\$86,400</b>
Minidoka	Mini-Cassia JDC	JANET LOVELAND	\$26,780
Twin Falls	Snake River JDC	INGA L ELKIN	\$57,000
<b>District Five Total</b>			<b>\$83,780</b>
Bannock	District 6 JDC	KENT D HOBBS	\$51,500
<b>District Six Total</b>			<b>\$51,500</b>
Bonneville	3B JDC	BRIAN MECHAM	\$65,000
Fremont	5C JDC	FREMONT COUNTY	\$26,193
Lemhi	Lemhi County JDC	BRIAN MECHAM	\$18,000
<b>District Seven Total</b>			<b>\$109,193</b>
Shoshone-Bannock Tribes	Shoshone-Bannock JDC	SHOSHONE-BANNOCK TRIBES INC	\$36,050
<b>Tribe Total</b>			<b>\$36,050</b>
Statewide Projects	Various	Various	\$ \$71,677.00
<b>Statewide Project Total</b>			<b>\$79,377</b>
<b>Total</b>			<b>\$714,300</b>