

**Memorandum of Understanding Between  
Maine Department of Corrections, Division of Juvenile Services and  
Department of Health and Human Services, Children's Behavioral Health Services  
Regarding Respective Roles and Responsibilities**

**I. Background**

This memorandum of agreement serves to delineate the roles and responsibilities of the Maine Department of Corrections, Division of Juvenile Services, hereinafter referred to as "DJS" and Children's Behavioral Health Services, and hereinafter referred to as "CBHS" in the implementation and management of behavioral health services for juveniles and their families.

**II. Population of Concern**

Juveniles involved in the juvenile justice system who are receiving or may be in need of behavioral health services.

**III. Authorities**

Children's Behavioral Health Services "CBHS" is the lead executive agency responsible for the development and implementation of a system of care for children, adolescents, and their families in need of behavioral health services. This responsibility includes: collaborating with DJS in system design, implementation and management of the network of local providers that provide a full range of services, establishment of a single point of authorization, establishment of uniform standards policies and procedures, case coordination, monitoring and evaluation.

The Division of Juvenile Services "DJS" is responsible for diverting youth from the juvenile justice system, supervising youth in the community on conditional release, probation, or community reintegration status, and providing care and supervision to youth detained in or committed to the juvenile correctional facilities.

**IV. Operating Principles**

The Departments jointly recognize that many youth in the juvenile justice system have a combination of behavioral health and correctional needs, and agree to work together to address these needs in a unified system of care, including criminogenic risk reduction and meeting the behavioral health needs of youth.

CBHS and DJS are committed to collaborative system approaches in an effort to individualize treatment/service plans for all youth. For some youth that may mean diverting them entirely from the juvenile justice system, and for other youth it will mean joint planning to target both behavioral health needs and criminogenic risk factors.

Research at the national and state level has identified a large percentage of children in the juvenile justice system with behavioral health issues. Children in this system may not have had access to behavioral health services for a variety of reasons, and, in some cases, may have been confined in juvenile facilities. The goal of this agreement is to assure that all youth under the jurisdiction of DJS will be screened for behavioral health service needs, evaluated appropriately, and provided needed services.

Services will be provided in the least restrictive environment to accomplish the identified goals of the collaborative case plan. Plans will be family driven, youth guided, culturally competent, strengths based, trauma informed and apply the principles of effective intervention for youth in the juvenile justice system. There is an assumption that planning and services will be developed in collaboration with youth and families to the fullest extent possible.

## **V. Responsibilities of the Parties:**

### **A. Community Mental Health Program Coordinators:**

CBHS will provide Community Mental Health Program Coordinators in DJS Regions to ensure continuity of care across settings. Community Mental Health Program Coordinators will work with DJS staff will work to:

1. Coordinate screening and assessment for behavioral health needs for youth
2. Coordinate behavioral health treatment services
3. Facilitate multidisciplinary treatment and multi-departmental case planning.
4. Cultivate and maintain relationships with outside individual and agency behavioral health treatment providers.
5. Coordinate with the contracted behavioral health providers.
6. Develop and implement staff training on behavioral health related topics.
7. Consult with DJS staff in the development of individualized case plans to assure that behavioral health treatment needs are identified and addressed and that the correctional plan responds appropriately by taking into account any behavioral health concerns. This includes the coordination of screening and assessment for behavioral health service needs.
8. Maintain information about providers within their respective geographical regions in order to assist DJS staff in referring to appropriate providers for identified needed services.
9. Manage available flex funds.
10. Consult with providers regarding the needs of youth in the juvenile justice system.

### **B. Mental Health Program Coordinators at Long Creek and Mountain View Youth Development Centers:**

CBHS will provide one Social Service Manager who will act as a Mental Health Program Coordinator at Long Creek Youth Development Center and one Mental Health Program Coordinator at Mountain View Youth Development Center to ensure continuity of care across settings. Mental Health Program Coordinators at the Centers will work to:

1. Coordinate screening and assessment for behavioral health needs for youth
2. Coordinate behavioral health treatment services
3. Facilitate multidisciplinary treatment and multi-departmental case planning.
4. Cultivate and maintain relationships with outside individual and agency behavioral health treatment providers.
5. Coordinate with the contracted behavioral health providers.

6. Develop and implement staff training on behavioral health related topics.
7. Consult with DJS staff in the development of individualized case plans to assure that behavioral health treatment needs are identified and addressed and that the correctional plan responds appropriately by taking into account any behavioral health concerns. This includes the coordination of screening and assessment for behavioral health service needs.
8. Maintain information about providers within their respective geographical regions in order to assist DJS staff in referring to appropriate providers for identified needed services.
9. Manage available flex funds.
10. Consult with providers regarding the needs of youth in the juvenile justice system.

**C. Psychiatric Social Workers:**

Two clinical Psychiatric Social Workers at Long Creek Youth Development Center and a Psychiatric Social Worker at Mountain View Youth Development Center.

1. Psychiatric Social Workers in each facility will:
  - a. Screen and assess juveniles for behavioral health treatment.
  - b. Assess youth in crisis and appropriately intervene.
  - c. Provide individual, group, and family treatment on an as needed basis.
  - d. Provide community service linkage.
  - e. Participate as a regular member of multidisciplinary treatment teams.
2. Psychiatric Social Workers at Long Creek Youth Development Center will work specifically with the detained/hold for court population. They will also participate in gender specific treatment of detained and committed girls to help improve the treatment response.
3. The Psychiatric Social Worker at Mountain View Youth Development Center will work with the committed residents throughout the facility who are identified as needing behavioral health services.

**D. Other Duties and Change of Assignments of Children's Behavioral Health Staff:**

Assignment may change as dictated by the needs of the youth or facility and as agreed to between CBHS and DJS. All Children's Behavioral Health staff will perform duties within respect to their individual certification or licensure capacities.

**E. Supervision and Reporting:**

1. Community Mental Health Program Coordinators will be supervised by the Regional CBHS Team Leader or Supervisor who in turn will consult with the Regional Correctional Administrators regarding the functions of the Mental Health Program Coordinators.

2. The Social Service Manager at Long Creek Youth Development Center will be supervised by the CBHS Medical Director.
3. The two Psychiatric Social Workers at Long Creek and the Mental Health Program Coordinator at Mountain View will be supervised by the Social Services Manager at Long Creek Youth Development Center.
4. The Psychiatric Social Worker at Mountain View will be supervised by the Mental Health Program Coordinator at Mountain View.

## **VII. Policies and Procedures:**

### **A. Screening Methods:**

DJS and or CBHS staff will administer screening tools or use other procedures to identify behavioral health service needs as specifically agreed to by CBHS and DJS. CBHS and DJS will develop and implement protocols to ensure that juveniles receive the appropriate screening in a timely manner.

### **B. Treatment Services:**

DJS staff will collaborate with the CBHS staff in the development of policy and procedures to assure that behavioral health needs of juveniles are met across all settings.

CBHS and DJS will work jointly to develop appropriate services for youth who, due to severe behavioral health disorders, mental retardation, pervasive developmental disorders, or co-occurring substance abuse issues, would otherwise be inappropriately placed at a juvenile correctional facility pursuant to Title 34-A, Chapter 3 §3805 sub. §2 and Title 34-A MRSA §4104, sub. §2.

### **C. Collaborative System of Care**

DJS and CBHS will work collaboratively to review and enhance systems and resources to identify youth with behavioral health needs, provide appropriate behavioral health services across settings, increase functional status of youth and families, use existing services, reduce risk of recidivism, identify gaps and barriers, and develop services and resources to address them.

### **D. Outcome Measures:**

DJS and CBHS shall collect data and jointly develop a method to evaluate the utility and benefit of this agreement. DJS and CBHS will identify performance measures to monitor progress towards attainment of goals and develop a data collection system to measure the level of progress

Goals to be achieved by this agreement include:

1. Effective implementation of the agreement.
2. Identification of youth with behavioral health needs.
3. Provision of appropriate behavioral health services across settings.
4. Assessment of systemic needs.
5. Increased functional status of youth and families.
6. Maximization of appropriate existing services.
7. Reduction of the risk factors for recidivism.
8. Identification of service gaps.
9. Development of services and resources to address gaps.
10. Appropriate use of funding.

**E. Flexible Funding:**

The parties agree to maximize existing and available resources to support youth and family needs. Flexible funds will be used according to each agency's respective policies and procedures. At the start of each quarter, CBHS and DJS staff will meet to identify the amount of funding available to youth within each of their respective regions. The parties will document use of funds and exchange the documentation on an annual basis. In the event that funds are not available for a specific situation, the parties shall explore all other financial resources and report the outcome to the other department at the earliest possible date.

**F. Training and Education:**

1. CBHS and DJS will jointly develop and implement appropriate cross-training curricula for staff of the two Departments in an annual training plan. Cross training will include but not be limited to: procedures, and impact of out of home placement or detention. The parties will communicate about training needs and provide trainings in a timely manner.
2. DJS will provide CBHS staff stationed in the juvenile correctional facilities all American Corrections Association (ACA) trainings required to keep CBHS staff and DJS facilities in compliance with ACA Accreditation.
3. CBHS and DJS will work together to develop and deliver trainings as needed for community partners and others as identified by DJS and CBHS staff.
4. All trainings will be consistent with training requirements of DJS and CBHS.
5. DJS will provide space, telecommunications equipment and support, information technology equipment and support, postage, office supplies for CBHS staff and necessary supplies and

6. DJS will supply limited training and travel reimbursement as agreed on an individual basis.

**G. Exchange of Information and Confidentiality:**

CBHS and the DJS will develop and implement a plan to share information needed for managing joint cases and for planning and operational purposes. All information exchanges shall be in accordance with all applicable state and federal laws and regulations. The parties shall work together to develop standard forms for release of confidential information.

**VII. Memorandum Management Process**

Every reasonable effort shall be made by the parties to resolve conflicts at the regional level. In the event that the parties are not able to reach a resolution through regional staff within a reasonable period of time (not to exceed ten (10) business days) of both parties having had the opportunity to address a conflict, the parties have an obligation to present the dispute to the Associate Commissioner for Corrections and the Director of CBHS or their designee(s) for resolution within a reasonable period of time no later than seven (7) business days from the date of presentation of the issue.

**VIII. Monitoring and Evaluation**

On a quarterly basis, DJS and CBHS regional staff will bring cases to review at a statewide meeting and document the reviews. The purpose of this case review will be to process and learn about the effectiveness of the system and service provision.

This agreement will be carried out under the direction of a Monitoring Committee that will consist of the Associate Commissioner for Juvenile Services of DJS, the Director of CBHS, and others as needed. The Monitoring Committee shall meet on a quarterly basis to ensure that the terms of the agreement are being met. The committee shall also review data collection and cases that have a statewide impact.

**IX. Effective Date**

This agreement will be in effect as of November 1, 2007 and will continue unless terminated earlier by either party. This agreement may be amended at the request of either party and by mutual agreement of both parties.

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Associate Commissioner  
Department of Corrections  
Division of Juvenile Services

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Director, Children's Behavioral Health  
Services

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Date

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Date

11/16/07