

OBJECTIVE A: Services and Supports

Defendant Agencies and Youth Empowerment Services (YES) Providers will provide YES services and supports consistent with the Settlement Agreement's Services and Supports provisions and Appendix C.

The Idaho Department of Health and Welfare (hereinafter "IDHW") will complete a Services and Supports Crosswalk that provides authoritative guidance on services and supports and Appendix C to all YES Providers and stakeholders.

The Services and Supports Crosswalk will describe the scope and parameters of each medically necessary service and support as generally set forth in the Appendix C of the Jeff D. Settlement Agreement (hereinafter "Agreement") and as further explained below. YES Services and Supports will be delivered to YES Class Members and their families substantially consistent with the Services and Supports Crosswalk and other YES Authoritative Documents.

Guided by the Services and Supports Crosswalk, YES Defendant Agencies will complete development of the YES System of Care (hereinafter "SoC"), and deliver medically necessary mental health services and supports to scale statewide to YES Class Members.

*Expected Results of Accomplishing Objective A: The service array as described in the Agreement, has been operationally defined in a Services and Supports Crosswalk to provide cross-system, consistent, authoritative, comprehensive, publicly available guidance for all behavioral health services and supports required to be made available to YES Class Members.*

Strategies to accomplish Objective A:

1. YES Defendant Agencies will complete and maintain an authoritative Services and Supports Crosswalk document that describes the Services and Supports outlined in Appendix C. YES Services and Supports will be offered and delivered to YES Class Members and their families substantially consistent with the Services and Supports Crosswalk IDHW will consult with the IWG, subject to procurement restrictions, as IDHW develops the Crosswalk. The Services and Supports Crosswalk will be completed and provided to the IWG within the following timelines:
  - a. Final Draft completed by the Execution of the IBHP Contract
  - b. Final authoritative document will be negotiated with the Idaho Behavioral Health Plan (hereinafter "IBHP") Contractor and will be completed by the Service Start Date of the IBHP Contract.
2. Services and Supports descriptions in the Crosswalk shall include: pre-approval requirements; service descriptions; scope, intensity and duration constraints; service delivery methods and timelines; financial and categorical eligibility; eligible service location and accessibility; provider qualifications (licensing, certification, supervision, training, etc.); other policies or rules that impact access to care, service delivery agency or agencies; funding source(s); and statutory or regulatory authority for the foregoing, for each YES Class Member discrete population served including Class Members with more

intensive needs, dual diagnosis youth (including those with Serious Emotional Disturbance (SED) and Developmental Disabilit(ies) (DD)), juvenile justice-involved youth, child welfare-involved youth, special education youth, youth in families over 300% FPL, 1915(i) eligible youth, youths needing out-of-home placement, and any other group(s) with substantively different benefits or eligibility criteria relating to receipt of YES Services and Supports.

- a. Federal and State Medicaid coverage, restrictions and services and eligibility opportunities shall be assessed and may be incorporated into the Services and Supports descriptions, such that “Defendants will implement and administer Idaho’s Medicaid program to provide services to the fullest extent allowable under the Medicaid Act”, as required by Paragraph 36 of the Agreement.
  - b. Telehealth services will be incorporated into the Crosswalk as a distinct item, and employed as clinically, programmatically, and administratively appropriate.
  - c. The YES Defendant Agencies will establish and maintain intensity and duration standards based on national standards of care for core YES Services, with statewide and regional average minimums for hours per month and months per client by the Service Start Date of the new IBHP contract. Prior to completing the final draft of the Services and Supports Crosswalk, IDHW will consult with the IWG when determining the core services requiring minimum standards under this paragraph.
3. If the design or development of services or supports parameters as set forth above are not yet fully determined or defined in IDHW’s Final Draft of the Services and Supports Crosswalk, IDHW and the IBHP Contractor will prioritize completion of these tasks between the Execution Date and the Service Start Date of the new IBHP Contract so the responsible YES Providers can deliver the services consistent with the Services and Supports Crosswalk on the Service Start Date of the new IBHP contract. Completed parameters will be incorporated promptly into the Crosswalk.
  4. Workgroups have been established for service categories to identify and resolve challenges confronted during implementation to date. Per their individual charters, each workgroup will report out its research and recommendations focusing on actionable items. Upon completion of each workgroup’s research and recommendations, IDHW will prepare for the IWG a written report or statement responding to the recommendations made, specifying at a minimum, intended decisions, including proposed decisions that require Defendant Agency or Centers for Medicare and Medicaid Services (hereinafter “CMS”) approval. If a workgroup’s research and recommendations do not adequately address necessary details, IDHW will prepare a report within thirty (30) days that provides estimated deadlines for action items and for securing Defendant Agency or CMS approvals. In the event IDHW cannot, or does not, resolve matters identified by a

workgroup related to services and supports, or set approval or decisional deadlines, the matter will be submitted to the IWG for problem-solving.

5. The services and supports descriptions in the Crosswalk will compare services and supports as described in (2) above with services and supports actually received by class members for each IDHW Region, including any differences between urban and rural areas, documenting discrepancies in each of the following: clinical details; medical necessity; pre-approval requirements; scope, intensity and duration minimums or limits; financial and categorical eligibility; eligible service location and service hours; provider qualifications (licensing, certification, supervision, training, etc.); and other policies or rules that impact access to care. IDHW, through the IBHP contractor, will ensure that YES services and supports are delivered substantially consistent with the Services and Supports Crosswalk, and the Appendix C requirements.
6. The YES Defendant Agencies will complete a Services and Supports Crosswalk for all of the discrete populations of YES Class Members served by YES Providers. IDHW will combine all Defendant Agency contributions into one document using consistent formatting, terms, definitions, and descriptions. Duplicative, conflicting, incomplete, inaccurate, and ambiguous material will be identified and resolved, and where it cannot be resolved, documented in the completed Crosswalk. IDHW will identify and document any areas where consensus cannot be found or updates cannot be made in a proposed Crosswalk update to be shared with the IWG for problem-solving. Having reached agreement, the update will be adopted and incorporated into the Crosswalk.
7. Subsequent to the process described in paragraph 6., the parties will resolve any remaining duplicative, conflicting, incomplete, inaccurate, and ambiguous material, and discrepancies identified in the Services and Supports Crosswalk that may impede access by YES Class Members to Appendix C Services and Supports. If the parties cannot reach agreement, the matter will be addressed using the Governance and Problem-solving strategies. The deadline for resolving discrepancies will be six (6) months following the Service Start Date of the new IBHP Contract.
8. The Crosswalk will be reviewed and updated periodically as required by statutory, regulatory, rule-making changes, or resolution under paragraphs 6 or 7. IDHW will incorporate the substance of the designated Services and Supports Crosswalk into all YES service delivery agreements and contracts, including the new IBHP Contract.