Interagency Agreement Between
Agency for Health Care Administration
Agency for Persons with Disabilities
Department of Children and Families
Department of Juvenile Justice
Department of Education
Department of Health
Guardian ad Litem Program
and
Florida's Office of Early Learning

To Coordinate Services for Children Served by More than One Agency

I. PURPOSE AND SCOPE

The Agency for Health Care Administration (AHCA), Agency for Persons with Disabilities (APD), Department of Children and Families (DCF), Department of Juvenile Justice (DJJ), Department of Education (DOE), Department of Health (DOH), Guardian ad Litem (GAL) Program, and Florida's Office of Early Learning (FOEL), enter into this Interagency Agreement to coordinate services and supports for children in Florida, and to collaborate on developing necessary local and statewide resources for children being served by multiple agencies. Such services require the coordinated flow of information across multiple child-serving agencies to ensure that policy, procedure, service delivery and resource development are provided in a manner that maximizes the likelihood of positive outcomes. The parties acknowledge that the safety and well-being of children requires a commitment of the agencies to work cooperatively at the state, regional, and local levels to implement this Agreement.

The terms of this Interagency Agreement shall begin on the date of the last signature and shall continue until July 1, 2017. This Agreement shall be reviewed annually by the parties and renegotiated as needed. The Florida Children and Youth Cabinet-level agency representatives (Secretary, Director, or Commissioner), who have the responsibility to determine if renegotiation is necessary, will conduct this annual review. These representatives shall receive and review the reports of local, regional and statewide activity provided by the State Review Team prior to each Children and Youth Cabinet meeting. The Interagency Workgroup lead, or designee, will present information from the local, regional and statewide reports during each Children and Youth Cabinet meeting as determined by the Chair of the Cabinet.

II. PRINCIPLES

1. Services should be family-based and provided in the least restrictive setting. Residential placement should be provided as a last resort with a transition plan to return the child(ren) to the family if possible.
2. Children and families with multiple needs require the integrated coordination and collaboration of services from multiple agencies.
3. Each agency is responsible for paying its equitable share of costs for services consistent with its mandates.
4. Agencies should seek to minimize state costs.

III. ROLES AND RESPONSIBILITIES

The agencies agree to the following:

A. Local Responsibilities

At the local level, personnel from each agency are appointed to represent their agency on a Local Review Team, which will meet on a monthly basis in each local area. In addition to agency participation, the Local Review Team should include representation by local Community Based Care agencies and Managing Entities, as well as other providers as needed. The local area will be defined using DCF circuit. Local school districts will appoint member(s) to the local teams who will be responsible for coordinating education related issues with the appropriate schools. Whenever possible, meetings should take place via telephone or videoconference. Each Local Review Team is responsible for the resolution of case specific issues for children who are receiving services from multiple agencies. The meetings shall not replace an agency's individualized case specific service, support or treatment teams or permanency staffings. Rather, Local Review Teams are intended to be a mechanism to resolve case specific issues that cannot be appropriately addressed within the child and family's individualized service team(s). Local Review Teams must also collaborate on identifying and developing needed local resources for children served by multiple agencies. In addition to regularly scheduled monthly meetings, any agency may call an additional meeting if necessary to assist with case resolution in the event of a crisis or emergency involving a child. **Meetings called to address child specific cases must convene without delay.** If the Local Review Team cannot resolve child specific issues, the Local Review Team shall request assistance from the Regional Review Team.

The Local Review Teams will review each child brought to the attention of their team at least monthly to determine the effectiveness of the support arrangement. Adjustments or changes to the funding strategies and commitments shall occur until the Local Review Team is comfortable that the arrangements are appropriate and can continue to meet the individual child's needs.

The Local Review Teams shall provide a monthly report to the Regional Review Team which includes the number of cases referred to the local team, the number of cases resolved, and the types of issues involved in these cases. The monthly reports will provide information useful to track and identify patterns and prevalent issues which need addressing.

B. Regional Responsibilities

At the region level, personnel from each agency are appointed to represent their agency on a Regional Review Team. Regions are defined in accordance with the DCF regions. The local school districts will designate a regional representative which may include the Seriously Emotionally Disturbed Network (SEDNET) managers or other appropriate representative(s) to serve on the Regional Review Team who will be responsible for coordinating resolution of issues with the local school boards. Each Regional Review Team is responsible for the resolution of cases referred by the Local Review Teams. In addition to regularly scheduled monthly meetings, an agency may call an additional meeting if necessary to assist with case resolution in the event of a crisis or emergency involving a child. **Meetings called to address child specific cases must convene without delay.** If the Regional Review Team cannot resolve child specific issues, the Regional Review Team shall request assistance from the

State Review Team. Whenever possible, meetings should take place via telephone or videoconference.

For state fiscal year 2012-13, the DCF Regional Managing Directors shall convene and host the monthly meetings. In subsequent years, the Regional Teams will select other agency representatives to lead and host the meetings. Participation by executive level administrators in each area, or their designees empowered to make decisions, is required to assure service and funding issues are resolved promptly and efficiently. In addition to agency participation, the Regional Review Team should include representation by local Community Based Care agencies and Managing Entities as well as other providers as needed. Participants will work cooperatively to agree upon appropriately shared responsibilities for services and costs for each child.

The Regional Review Team shall provide a monthly report to the State Review Team which includes a compilation of monthly reports submitted by the Local Review Teams, as well as information regarding the number of cases referred to the Regional Review Team, the number of cases resolved, the types of issues involved in these cases. This information is useful to track and identify patterns and prevalent issues which need addressing.

Regional Review Teams are intended to create a mechanism for the agencies to regularly engage in dialogue to improve their local systems of care and to be a mechanism to resolve case specific issues that cannot be appropriately resolved by the Local Review Teams. Regional Review Teams may also collaborate on developing needed local resources for children served by multiple agencies.

C. State Review Team Responsibilities

At the state level, personnel from each agency are appointed to represent their agency on the State Review Team and to assist with planning, implementation and technical assistance to ensure that this agreement is implemented. The DOE will appoint one member to the State Review Team who will be responsible for coordinating resolution with the local school districts.

The purpose of the State Review Team is to work collaboratively across the necessary state agencies to provide additional assistance to the Local and Regional Review Teams when needed.

The State Review Team will meet on a quarterly basis to collaborate on developing interagency strategies, policies and initiatives to enhance the coordination and quality of service provision. Whenever possible, meetings should take place in person, with available options to participate via telephone or videoconference. The State Review Team shall also receive referrals on child-specific issues from the Regional Review Teams and will work collaboratively across the necessary agencies to resolve placement or service delivery issues. The State Review Team will review and amend practices and policies that may impede the ability to meet the individual needs of the multi-agency children referred by the Regional Review Teams.

Meetings called to address child specific cases must convene without delay. Each agency is empowered to convene a State Review Team meeting at any reasonable time if such action is necessary to access the appropriate services for the child. In instances in

which the State Review Team cannot successfully provide the needed assistance to the Regional Review Teams, or if the case is of a sensitive and potentially high profile nature, members of the State Review Team will take the necessary steps to ensure that their respective executive management is notified of the issue. Agency executive management will continue to work collaboratively across agencies to bring the issue to successful resolution.

Additional examples of activities undertaken at the meetings may include the joint development of substantive or budgetary legislative requests, and targeted resource development responsive to the unique needs of this population of children.

The State Review Team shall provide a quarterly report to the Florida Children and Youth Cabinet which includes a compilation of the monthly reports submitted by the Regional Review Team, as well as information regarding the number of cases referred to the local and regional teams, the number of cases resolved, and the types of issues involved in these cases. This information is useful to track and identify patterns and prevalent issues which need addressing.

IV. EXAMPLES OF ISSUES AND CASES TO BE ADDRESSED BY LOCAL AND REGIONAL TEAMS

Examples of the types of issues to bring to the attention of the Teams may include, but are not limited to:

1. Notification and coordination between agencies for children for competency evaluations.
2. Identification and review of placement or service needs for children waiting for services from any of the agencies listed.
3. Review of resource capacity of local systems of care and joint interagency efforts that may be necessary for the development of needed local resources.
4. Review of local policies, procedures, working relationships and or practice culture or opportunities to enhance the delivery of services to children.
5. Identification of opportunities to improve interagency coordination for children receiving services from multiple agencies.
6. Involvement of contracted providers in the problem resolution process.
7. Review of specific children in an effort to resolve any placement disputes when staff is not able to reach resolution.

Examples of the kind of multi-agency cases to be reviewed include, but are not limited to:

1. Children with developmental disabilities or DJJ involvement who have mental health issues seeking services.
2. Children who are court ordered into the dependency system or Juvenile Justice System who have developmental disabilities seeking services from APD or placement in APD licensed facilities or group homes.

3. Children who have co-occurring developmental disabilities and mental health disorders, or significant behavioral challenges, needing specialized interagency coordinated services from one or more of the agencies included in this agreement.

4. Children with complex medical issues requiring DOH-CMS involvement who also require services from one or more of the agencies included in this agreement.

5. Children who have been court ordered into the dependency system and have committed sexual offenses against a sibling and cannot return to their home after DJJ residential commitment.

6. Children served by APD or DJJ who are admitted to a Crisis Stabilization Unit.

7. Children who are adjudicated dependent and require services from one or more of the agencies included in this agreement.

8. Children who are adjudicated dependent and are ready for release from DJJ custody (secure detention or residential commitment).

9. Children who are presented to the Juvenile Assessment Center by law enforcement, do not score for placement in secure detention and are not picked up by their parents or foster children who are picked up by DCF staff or community based care providers. The Juvenile Assessment Center shall release these children as soon as the DJJ detention screener makes the decision to release.

10. Children in out of home care who are within six months of aging out of care and who have developmental disorders, significant health issues, or who are in the custody of DJJ or DCF.

11. Children of parents involved in domestic violence cases where DCF or local law enforcement is not involved; or where child care is needed due to emergent hospitalization of the parent/guardian.

12. Children with complex medical, behavioral and/or developmental disabilities whose parents are neglecting them or are unable or unwilling to care for them.

13. Any other child with a unique and challenging set of needs that may require the assistance of the Local Review Team.

V. GENERAL CONDITIONS

1. No Waiver of Sovereign Immunity. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

2. No Third Party Beneficiaries. This Agreement does not confer any additional rights or obligations enforceable by a third party beyond those rights and obligations created by federal and state law. Nothing herein shall be construed as consent by an agency or

political subdivision of the State of Florida to be sued by third parties in any manner arising out of this agreement.

3. Records. Each agency will protect the rights of children and their families with respect to records created, maintained and used by state agencies and contract providers within the State of Florida. Agencies shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to section 119.07 F.S., and any resultant award of attorney's fees of non-compliance with that law. It is the intent of this Agreement to ensure that agencies strictly follow all applicable laws and regulations for these rights. Each agency shall ensure that its contracts for services affected by this Agreement shall include provisions for confidentiality of records and information. All agencies will work together to address release of information requirements to ensure that necessary information can be shared as required for the appropriate provision of services, coordination of services and tracking/monitoring of services.

4. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

6. Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7. Nothing in this Agreement shall supersede any state or federal statutory or regulatory requirements. Notwithstanding any other sections, AHCA does not and cannot agree to provide data to any other entity in violation of 42 U.S.C. §1396a(a)(7),42 CFR §431.300 through §431.307, or any other provision of federal law, be it statutory, regulatory, or administrative, pertaining to the safeguarding of health or Medicaid information.

VI. SERVICE, ELIGIBILITY, AND COST SHARING MATRIX

Attachment I of this Agreement provides information on the services available from each agency, eligibility criteria, and cost sharing principles.

VII. TERMINATION AT WILL

Any party may terminate its participation in this Agreement at any time, without cause, upon no less than thirty (30) days notice in writing to all other parties. Any party may terminate this Agreement with cause at any time by notice in writing to all other parties. Said notice requires delivery by Certified Mail or by hand-delivery. This Agreement shall remain in full force and effect as to all non-terminated parties.

VIII. EFFECTIVE DATE AND SIGNATURES

This interagency agreement becomes effective upon the date of the last approving signature and shall continue until July 1, 2017. This agreement shall be periodically reviewed by the parties and renegotiated as needed.

The undersigned officials are duly authorized to execute on behalf of their agencies and by their signature indicate their agencies' agreement.

Elizabeth Dudek — Date
Secretary
Agency for Health Care Administration

Barbara Palmer — Date: 10/31/12
Director
Agency for Persons with Disabilities

David E. Wilkins — Date: 10-31-12
Secretary
Department of Children and Families

Wansley Waters — Date: 10/31/12
Secretary
Department of Juvenile Justice

Pam Stewart — Date: 10-29-12
Commissioner
Department of Education

John H. Armstrong, MD, FACS — Date: 10/31/12
Secretary and State Surgeon General
Department of Health

Alan Abramowitz — Date: 10-31-12
Director
Guardian ad Litem

Mel Jurado, Ph.D. — Date: 10/31/12
Director
Florida's Office of Early Learning

Date of last signature: 10-31-12

Attachment I

Interagency Agreement: Coordination of Services for Children Served by More than One Agency

COMMUNITY SERVICES

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
AHCA-Medicaid	Eligible for Medicaid Services	Services available through the Medicaid state plan as described in the Medicaid Handbooks. Also includes fee-for-service for children with Autism. Medicaid services are provided through managed care health plans currently including Prepaid Mental Health Plans (PPMHP), Child Welfare Prepaid Mental Health Plan, Provider Service Networks (PSN), Health Maintenance Organizations (HMOs), and Children's Medical Services (CMS) Network in Medicaid Reform areas.	Children will receive state plan Medicaid services when they meet the eligibility for that service. Other programs will not provide services to Medicaid eligible populations for Medicaid compensable services. In most cases, services must be provided through health plans.
APD	A developmental disability as defined in Chapter 393 F.S.. Person is on a DD Waiver, on the waiting list for the Waiver, or is an APD client not eligible for the waiver.	A full range of community support, behavioral assistance, in home support, work related and day training services designed to allow the person to live successfully in the community.	APD will be involved in cost sharing when person is eligible for APD services. If person is not on the DD Waiver, APD may use non-waiver funds to provide short-term needs. APD will evaluate placing persons on the DD Waiver based upon their crisis criteria. Cost for community program/treatment services should be shared equitably by all parties for whom the child is eligible for these program/treatment services.

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
DCF-Child Welfare	Children for whom a call has been made to the DCF hotline regarding suspected abuse and/or neglect, and the child will/or is receiving case management services from the Community Based Care Lead Agencies case managed provider.	Services that address the child's need for permanency, safety, and well-being associated with the existing or impending risk of abuse and neglect. This can include parent education programs, and family-support services. Medicaid funds the majority of mental health and substance abuse services for children in the child welfare system with services provided through the Child Welfare Prepaid Mental Health plan. Substance abuse services are currently fee-for-services as are autism services for children.	For children served by multiple agencies, each agency that provides community-based specialized programs/ treatment services and for which the child is eligible will contribute equitably to the community based care. The CBC Lead Agency will provide case management, and for children with a dependency court order the room and board rate for licensed foster care.
DCF-Substance Abuse and Mental Health (SAMH)	Eligible under target populations of Chapters 394 and 397 F.S.. Generally, includes children who have a diagnosed emotional disorder in AXIS I of the DSM-IV-R and severe enough to severely limit functioning in their daily life, or a substance abuse disorder. Autism is not considered an emotional disorder for DCF Children's Mental Health services.	SAMH has a handbook that lists all the available services. The community based services include a range of in-home and office based services. Medicaid funds services for children who are enrollees of the Medicaid program. In most cases, services must be provided through Health Plans. SAMH operates a the Behavioral Health Network which is part of the Children's Medical Services Title 21 program and provides community based services for children with serious emotional disorders. Services are provided through community mental health programs geared to serve children who can benefit from cognitively based therapeutic interactions.	Medicaid provides the majority of mental health and substance abuse services for children. When Medicaid is not available and the child is eligible for services from these agencies, funding for services should be equitably shared among the programs.
DJJ	Youth who have a law infraction and either have been adjudicated as delinquent or have been determined at high risk for	Services include those that address the youth's probability of re-offending. Substance abuse and mental health services may be provided as well as perhaps specialized services for youth with developmental disabilities who are eligible. Family	Medicaid should be used to provide the majority of mental health and substance abuse services for youth for Medicaid compensable

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
	further law violations and are served through diversion.	Functional Therapy and Multi-Systemic Therapy (mental health evidence based practices) are provided to youth and their families.	services for Medicaid enrollees. When Medicaid is not available and the child is eligible for services from these agencies, funding for services should be equitably shared among the programs.
DOE	Children enrolled in the public school system. Children enrolled in public school and determined eligible for Special Education and related services.	Educationally related programs and services which are provided as part of the public school program. Specially designed instruction and related services based on individualized educational plans. Generally related services means transportation and such developmental, corrective, and other supportive services as are required to assist a child with a disability to benefit from special education, and includes speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Related services also include school health services and school nurse services, social work services in schools, and parent counseling and training.	Responsible for providing all services associated with an appropriate educational program.
FOEL	Children enrolled in the School Readiness (subsidized child care) Program (birth to age 5) through DCF/DEO (Workforce TANF) childcare	School Readiness services and Voluntary Prekindergarten (VPK) services provided by early learning providers contracted with early learning coalitions; child care provider referrals provided to any family requesting services and information and referrals for local community resources.	Responsible for administering early learning programs that includes participation from DCF, DEO, and other state agencies as well as providing information and referrals

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
	referrals; DCF Protective Service referrals. Also, children birth to 12 (or to age 18 with special needs), whose families qualify as "working poor" or exempt from work requirements as defined in Florida Administrative Code. Additionally, children in the state's Voluntary Pre-Kindergarten Program (VPK).	FOEL maintains a statewide toll-free Warm Line for the purpose of providing assistance and consultation to child care personnel about health, developmental, disability, and special needs issues. Early learning coalitions collaborate with comparable local service providers. Many utilize Inclusion Specialists (employed by the early learning coalition or other service providers) to promote increased awareness of early childhood inclusion issues and provide training and technical assistance regarding the needs of children with disabilities. Local Inclusion Specialists work with child care personnel on issues such as typical and atypical development; environmental adaptations; social and emotional needs of children, managing challenging behaviors; and strategies to help children derive maximum benefit from the child care experience. In addition, a representative of programs serving children with disabilities serves as a member of each early learning coalition board.	related to child care and community resources.
DOH-Children's Medical Services (CMS)	Meets the eligibility requirements for serious and chronic special health care needs. Eligibility for Medical Foster Care Program is determined through the Child Multidisciplinary Assessment Team (CMAT) staffing.	Medicaid state plan physical health care services for children in special health care needs. Provides care coordination for specialty care. For children in the Medicaid Reform area the CMS Network also provides behavioral health care. CMS provides care coordination for children in Medical Foster Care.	CMS is funded primarily through Medicaid. The CMS Network is a health plan that provides the full array of integrated Medicaid services in Medicaid Reform areas. The cost sharing principles for the Medical Foster care program includes room and board rate provided by DCF Child Welfare, Medicaid pays for the in-home services through a per diem rate and

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
	Children with special health care needs who are eligible for Title XXI services also are eligible for CMS services through the CMS Network.	The Title XXI-funded CMS Network follows Florida Medicaid coverage of inpatient and outpatient psychiatric and substance abuse services and provides pharmacy benefits through a pharmacy benefits manager. SAMH, in partnership with CMS, operates the Behavioral Health Network for children with special health care needs.	CMS provides for the care coordination. CMS is responsible for providing the full array of medical and behavioral services including in the benefit package for children eligible through Title XXI.
DOH-Early Steps	Children from birth to age three who meet with eligibility requirements for the early intervention program- Early Steps. There is no financial eligibility. Program eligibility is determined through a developmental evaluation. The child must have a delay of 1.5 standard deviations in two or more areas or a delay of 2 standard deviations in one developmental domain. Also there are specific established conditions through which certain children are automatically eligible.	Provides speech and language, occupational and physical therapy to children in their natural environments. Also may provide other developmental/early intervention services including early childhood mental health services.	Medicaid covers services for Medicaid eligible children through state plan services and early intervention services. CMS provides for the services for children who are not Medicaid eligible.
GAL	Any child who is involved with Dependency Court Proceedings associated with allegations of abuse and	Services provided by a volunteer who is appointed by the Dependency Court to advocate for the rights and best interests of a child involved in a court proceeding primarily due to allegations that they have been	N/A

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
	neglect as defined in Chapter 39 or the Florida Statutes.	exposed to abuse and/or neglect. The volunteer Guardian ad Litem makes independent recommendations to the court by focusing on the needs of each child. The Guardian ad Litem advocates for the best interests of the child they represent through every stage of the dependency case.	

RESIDENTIAL SERVICES

Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
AHCA-Medicaid	Same as in the Community Service section with special clinical requirements for each program.	Therapeutic Group Care Services, Behavioral Health Overlay Services (BHOS), and Statewide Inpatient Psychiatric Program (SIPP). Currently only Therapeutic Group Care is provided through managed care in the Child Welfare Prepaid Mental Health Plan.	For Therapeutic Group Care Services, either DJJ, DCF child welfare or DCF SAMH pays for the room and board for the child. Medicaid pays a per diem directly to the group home provider for additional services. For children who qualify for BHOS, DJJ or DCF child welfare pay for the room and board and basic group care. The behavioral overlay is paid by Medicaid through a per diem rate. Medicaid pays for the full cost of the SIPP through a per diem rate.
APD	Same as in the Community Service section, and when residential care has been determined as a necessary service.	Residential care in groups homes, residential habilitation centers, and out-side of the DD waiver, Intermediate Care Facilities for Persons with Developmental Disabilities.	For children who are eligible for multiple agency services that provide specialized residential programs or treatment such as DJJ and SAMH, the cost of residential supervision and training or treatment/program component will be equally shared by all programs serving the child. For children served by DCF

Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
			Community Based Care for child welfare, the room and board rate will be paid by DCF using an enhanced rate.
DCF - Child Welfare	Court order for out-of-home care, and there is no foster home option available that can meet the child's needs.	CBC Lead Agency may provide residential group care.	The CBC Lead Agency pays the room and board enhanced rate for children placed in specialized residential programs. Medicaid pays for group home treatment for emotional disorders if a bed is available, and the Statewide Inpatient Psychiatric Program provides for inpatient level of care for emotional disorders if a bed is available. For children who are eligible for specialized residential programs/treatment from multiple agencies and Medicaid is not providing for specialized residential treatment/program, these agencies will equally share the cost of the specialized residential treatment/program component. This principle also applies to children who are dually diagnosed with a developmental disability and an emotional disorder.
DCF SAMH	Children eligible for SAMH	Therapeutic Group Home and Residential Inpatient.	Medicaid provides the

Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
	services in accordance with Chapter 394 and 397 who meet the medical necessity requirement for residential treatment for emotional disorders.	Services are usually funded by Medicaid.	majority of mental health and substance abuse residential services for children including therapeutic group homes and Statewide Psychiatric Inpatient Program (SIPP). When Medicaid is not available and the child is eligible for residential treatment for emotional disorders from multiple agencies, funding for services should be equally shared among the agencies. This principle is also applied to children with dual diagnosis of a developmental disability and an emotional disorder.
DJJ	Youth served by DJJ who have been determined to be in need of residential DJJ commitment or who need residential treatment/programs.	DJJ operates multiple levels of residential facilities for commitment due to delinquency for youth who have been adjudicated delinquent. Funding for residential treatment is available for youth who do not require residential commitment for delinquency but due to emotional or substance use disorders require residential treatment. It is possible that DJJ may provide residential treatment/programs for eligible youth who require residential treatment for behavioral and developmental issues including those who have a developmental disability.	DJJ is fully responsible for the cost of commitment programs. Medicaid provides the majority of mental health and substance abuse residential treatment services for children including therapeutic group homes and Statewide Psychiatric Inpatient Program (SIPP). When Medicaid is not available and the child is eligible for residential treatment for emotional disorders or

Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
			behavioral/developmental disabilities from multiple agencies, funding for services should be equally shared among the agencies.
DOE	Children with disabilities	If the Individual Educational Plan (IEP) team determines that an eligible child cannot receive an appropriate education from the programs that the public agency conducts, and, therefore, placement in a public or private residential program is necessary in order to provide special education and related services to the child, the program, including non-medical care and room and board, must be at no cost to the parents of the child. 34 CFR §300.302. Each school district must ensure that a child with a disability who is placed in, or referred to, a private school or facility by a public agency is provided special education and related services in conformance with the child's individualized education plan (IEP), as defined in State Board of Education Rule 6A-6.0361.	School districts may pay for residential treatment under limited circumstances. School district funds educational program through contractual arrangement.
FOEL	Same as community	Does not provide residential care.	
DOH- CMS and Early Steps	The Medicaid funded CMS program and Early Steps do not provide residential services. Title XXI-funded CMS Network enrollees may qualify for mental health services through the Behavioral Health Network (BNet). Residential services may be provided to	The CMS Network covers Medicaid community mental health services for Title XXI-funded enrollees. BNet serves Title XXI-funded CMS Network enrollees with severe behavioral or substance use problems per section 409.8135, F.S., and Chapter 65E-11, F.A.C. BNet provides the Medicaid Community Mental Health array of services, but in addition provides limited (10 days) psychiatric or substance abuse hospital services and up to 30 days of residential care	For children enrolled in B-Net, limited residential services can be provided. B-Net should provide these services for eligible children.

Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
	eligible children. SAMH operates this program.		
GAL	Any child who is involved with Dependency Court Proceedings associated with allegations of abuse and neglect as defined in Chapter 39 or the Florida Statutes.	Services provided by a volunteer who is appointed by the Dependency Court to advocate for the rights and best interests of a child involved in a court proceeding primarily due to allegations that they have been exposed to abuse and/or neglect. The volunteer Guardian ad Litem makes independent recommendations to the court by focusing on the needs of each child. The Guardian ad Litem advocates for the best interests of the child they represent through every stage of the dependency case.	N/A

Attachment II

Definitions

Region	Circuits
Northwest	1, 2, 14
Northeast	3, 4, 7, 8
SunCoast	6, 12, 13, 20
Central	5, 9, 10, 18, 19
Southeast	15, 17
Southern	11, 16

Circuit	Counties
1	Escambia, Santa Rosa, Okaloosa, Walton
2	Gadsden, Liberty, Franklin, Wakulla, Leon, Jefferson
3	Madison, Taylor, Lafayette, Dixie, Suwannee, Columbia, Hamilton
4	Nassau, Duval, Clay
5	Marion, Lake, Sumter, Citrus, Hernando
6	Pasco, Pinellas,
7	St. Johns, Flagler, Putnam, Volusia
8	Baker, Union, Alachua, Gilcrist, Levy, Bradford
9	Orange, Osceola
10	Polk, Hardee, Highlands
11	Miami-Dade
12	Manatee, Sarasota, Desoto
13	Hillsborough
14	Holmes, Washington, Bay, Jackson, Calhoun, Gulf
15	Palm Beach
16	Monroe
17	Broward
18	Seminole, Brevard
19	Indian River, St. Lucie, Okeechobee, Martin
20	Charlotte, Lee, Glades, Hendry, Collier

Term	Definition
Child	A person under age 18 or 21, as determined by statute and regulation for varying program services.
Enhanced Rate	A rate in excess of a standard foster home monthly payment for children who need specialized or enhanced care.
Equally	Cost to be shared is divided by the number of agencies participating in the payment, and each pays the same amount.
Equitably	Cost to be shared is distributed between the agencies participating in the payment, in a manner that fairly estimates their pro-rata share of the service.
Residential	Residential Services are those services provided to children in a licensed group care facility, residential treatment or residential program to address the need for supervision, training and or treatment. DJJ commitment facilities are not considered residential services under this definition.

Attachment III

Regions and Circuits

Rick Scott
Governor

David E. Wilkins
Secretary

[illegible]	[illegible]
Northwest Region	[illegible], Fourteenth, Second
Northeast Region	Third, Eighth, Fourth, Seventh
Central Region	[illegible], Tenth, [illegible], [illegible]
SunCoast Region	Sixth, Twelfth, Thirteenth, [illegible]
Southeast Region	Fifteenth, Seventeenth
Southern Region	Eleventh, Sixteenth

DCF Circuit	Counties in Circuit
1	Escambia, Okaloosa, Santa Rosa, Walton
2	[illegible], Gadsden, Jefferson, Leon, Liberty, Wakulla
3	[illegible], Dixie, Hamilton, Lafayette, Madison, Suwannee, Taylor
4	Clay, Duval, [illegible]
5	[illegible], [illegible], Lake, Marion, Sumter
6	Pasco, Pinellas
7	Flagler, Putnam, St. Johns, [illegible]
8	Alachua, Baker, Bradford, Gilchrist, [illegible], Union
9	Orange, Osceola
10	[illegible], Highlands, Polk
11	[illegible]
12	[illegible], Manatee, Sarasota
13	[illegible]
14	Bay, Calhoun, [illegible], Holmes, Jackson, Washington
15	Palm Beach
16	[illegible]
17	[illegible]
18	[illegible]
19	[illegible] River, Martin, Okeechobee, St. Lucie
20	Charlotte, Collier, Glades, Hendry, Lee