

1 **Interagency Agreement Between**
2 **Agency for Health Care Administration**
3 **Agency for Persons with Disabilities**
4 **Department of Children and Families**
5 **Department of Juvenile Justice**
6 **Department of Education**
7 **Department of Health**
8 **Guardian ad Litem Program**
9 **and**
10 **Florida's Office of Early Learning**
11 **To Coordinate Services for Children Served by More than One Agency**

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14 **I. PURPOSE AND SCOPE**

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

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28 The terms of this Interagency Agreement shall begin on the date of the last signature and
29 shall continue until July 1, ~~2017~~2022. This Agreement shall be reviewed annually by the
30 parties and renegotiated as needed. The Florida Children and Youth Cabinet-level agency
31 representatives (Secretary, Director, or Commissioner), who have the responsibility to
32 determine if renegotiation is necessary, will conduct this annual review. These
33 representatives shall receive and review the reports of local, regional and statewide activity
34 provided by the State Review Team prior to each Children and Youth Cabinet meeting. The
35 Interagency Workgroup lead, or designee, will present information from the local, regional
36 and statewide reports during each Children and Youth Cabinet meeting as determined by
37 the Chair of the Cabinet.

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39 **II. PRINCIPLES**

- 40 1. Services should be family-~~based~~centered, culturally and linguistically appropriate, and
41 provided in the least restrictive setting. Residential placement should be provided as a
42 last resort with a transition plan to return the child(ren) to the family if possible.

- 43 2. Children and families with multiple needs require the ongoing integrated coordination
44 and collaboration of services from multiple agencies and resources.
- 45 3. Each agency is responsible for paying its equitable share of costs for services consistent
46 with its mandates.
- 47 3.4. To ensure compliance with federal and state requirements related to sharing of
48 personal information, each agency involved in a case review shall follow its respective
49 agency policies.
- 50 5. Agencies should seek to minimize state costs while ensuring appropriate levels of
51 services for children with complex needs.
- 52 4.6. Interagency coordination should occur as early as possible and as often as
53 necessary, to include prevention/early intervention, and should be regularly scheduled as
54 part of the Local Review Team and Regional Review Team meetings.

57 III. ROLES AND RESPONSIBILITIES

58 The lead agency shall convene the monthly meetings and submit monthly reports at the
59 state, regional and local levels. A schedule of lead agencies is identified in Attachment III.
60 Additionally, tThe agencies agree to the following:

62 A. Local Responsibilities

63 At the local level, personnel from each agency are appointed to represent their agency
64 on a Local Review Team, which will meet on a monthly basis in each local area. In
65 addition to agency participation, the Local Review Team should include representation
66 by contractors and providers of member agencies (i.e., community based care
67 agencies, managing entities, delinquency services and programs, etc.) ~~local~~
68 ~~Community Based Care agencies and Managing Entities, as well as other providers as~~
69 ~~needed~~appropriate. The local area will be defined using DCF the judicial circuits.
70 Local school districts will appoint member(s) to the local teams who will be responsible
71 for coordinating education related issues with the appropriate schools. Whenever
72 possible, meetings should take place via telephone or videoconference. Each Local
73 Review Team is responsible for the resolution of case specific issues for children who
74 are receiving services from multiple agencies. The meetings shall not replace an
75 agency's individualized case specific service, support or treatment teams or
76 permanency staffings. Rather, Local Review Teams are intended to be a mechanism
77 to resolve case specific issues that cannot be appropriately addressed within the child
78 and family's individualized service team(s). Local Review Teams must also collaborate
79 on identifying and developing needed local resources for children served by multiple
80 agencies, or at risk of receiving services from multiple agencies.

81 In addition to regularly scheduled monthly meetings, any agency may call an additional
82 meeting if necessary to assist with case resolution in the event of a crisis or
83 emergency involving a child. **Meetings called to address child specific cases must**
84 **convene without delay.** If the Local Review Team cannot resolve child specific

85 issues, the Local Review Team shall request assistance from the Regional Review
86 Team without delay.

87
88 The Local Review Teams will review each case that was child-brought to the attention
89 of their team at least monthly to determine the timeliness and effectiveness of the
90 support arrangement. This includes those previously reviewed who may require future
91 action. Adjustments or changes to the funding strategies and commitments shall occur
92 until the Local Review Team is comfortable assured that the arrangements are
93 appropriate and can continue to meet the individual child's needs.

94
95 The Local Review Teams shall providesubmit a monthly report to the Regional Review
96 Team which includes:

- 97 • The number of cases referred to the Local Review Team
- 98 • The number of cases resolved and the timeframe to resolve each case
- 99 • The number of cases referred to the Regional Review Team
- 100 • The types of issues involved in these cases
- 101 • Tracking and identification of patterns and prevalent issues which need
102 addressing
- 103 • Recommendations to amend practices and policies to meet individual needs of
104 children and their families, and address process and/or system changes to
105 improve coordination and the delivery of services
- 106 • Any additional information as requested by the Florida Children and Youth
107 Cabinet

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109 ~~the number of cases referred to the local team, the number of cases resolved, and the~~
110 ~~types of issues involved in these cases. The monthly reports will provide information~~
111 ~~useful to track and identify patterns and prevalent issues which need addressing.~~

112 113 **B. Regional Responsibilities**

114 At the region level, personnel from each agency are appointed to represent their
115 agency on a Regional Review Team. In addition to agency participation, the Regional
116 Review Team should include representation by contractors and providers of member
117 agencies (i.e., community based care agencies, managing entities, delinquency
118 services and programs, etc.) as appropriate. Regions are defined in accordance with
119 the DCF regions. The local school districts will designate a regional representative
120 which may include the Seriously Emotionally Disturbed Network (SEDNET) managers
121 or other appropriate representative(s) to serve on the Regional Review Team who will
122 be responsible for coordinating resolution of issues with the local school boards. Each
123 Regional Review Team is responsible for the resolution of cases referred by the Local
124 Review Teams. In addition to regularly scheduled monthly meetings, an agency may
125 call an additional meeting if necessary to assist with case resolution in the event of a
126 crisis or emergency involving a child. **Meetings called to address child specific**
127 **cases must convene without delay.** If the Regional Review Team cannot resolve

128 child specific issues, the Regional Review Team shall request assistance from the
129 State Review Team without delay. Whenever possible, meetings should take place via
130 telephone or videoconference.

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

141 The Regional Review Team shall ~~provide~~ submit a monthly report to the State Review
142 Team which includes:

- 143 • The compilation of monthly reports from the Local Review Teams
- 144 • The number of cases referred to the Regional Review Team
- 145 • The number of cases resolved and the timeframe to resolve each case
- 146 • The number of cases referred to the State Review Team
- 147 • The types of issues involved in these cases
- 148 • Tracking and identification of patterns and prevalent issues which need
149 addressing
- 150 • Recommendations to amend practices and policies to meet individual needs of
151 children and their families, and address process and/or system changes to
152 improve coordination and the delivery of services
- 153 • Any additional information as requested by the Florida Children and Youth
154 Cabinet

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156 ~~-a compilation of monthly reports submitted by the Local Review Teams, as well as~~
157 ~~information regarding the number of cases referred to the Regional Review Team, the~~
158 ~~number of cases resolved, the types of issues involved in these cases. This~~
159 ~~information is useful to track and identify patterns and prevalent issues which need~~
160 ~~addressing.~~

161
162 Regional Review Teams are intended to create a mechanism for the agencies to
163 regularly engage in dialogue to improve their local systems of care and to be a
164 mechanism to resolve case specific issues that cannot be appropriately resolved by
165 the Local Review Teams. Regional Review Teams may also collaborate on
166 developing needed local resources for children served by multiple agencies, or at risk
167 of receiving services from multiple agencies.

168 C. State Review Team Responsibilities

169 At the state level, personnel from each agency are appointed to represent their agency
170 on the State Review Team and to assist with planning, implementation and technical
171 assistance to ensure that this agreement is implemented. Additional members of the
172 State Review Team may include agencies that are represented on the Florida Children
173 and Youth Cabinet. The DOE will appoint one member to the State Review Team who
174 will be responsible for coordinating resolution with the local school districts.

175
176 The purpose of the State Review Team is to work collaboratively across the necessary
177 state agencies to provide additional assistance to the Local and Regional Review
178 Teams when needed.

179
180 The State Review Team will meet on a ~~quarterly~~ monthly basis to collaborate on
181 developing interagency strategies, policies and initiatives, and discuss children who
182 are in need of coordinated care to enhance the ~~coordination and~~ quality of service
183 provision. Whenever possible, meetings should take place in person, with available
184 options to participate via telephone or videoconference. The State Review Team shall
185 also receive referrals on child-specific issues from the Regional Review Teams and
186 will work collaboratively across the necessary agencies to resolve placement or
187 service delivery issues. The State Review Team will review and amend practices and
188 policies that may impede the ability to meet the individual needs of the multi-agency
189 children referred by the Regional Review Teams.

190 **Meetings called to address child specific cases must convene without delay.**

191 Each agency is empowered to convene a State Review Team meeting at any
192 reasonable time if such action is necessary to access the appropriate services for the
193 child. In instances in which the State Review Team cannot successfully provide the
194 needed assistance to the Regional Review Teams, or if the case is of a sensitive and
195 potentially high profile nature, members of the State Review Team will take the
196 necessary steps to ensure that their respective executive management is notified of
197 the issue. Agency executive management will continue to work collaboratively across
198 agencies to bring the issue to successful resolution.

199
200 Additional examples of activities undertaken at the meetings may include the joint
201 development of substantive or budgetary legislative requests, and targeted resource
202 development responsive to the unique needs of this population of children.

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204 The State Review Team shall ~~provide~~ submit a quarterly report to the Florida Children
205 and Youth Cabinet which includes:

- 206 • The compilation of monthly reports from the Local and Regional Review Teams
- 207 • The number of cases referred to the State Review Team
- 208 • The number of cases resolved and the timeframe to resolve each case
- 209 • The types of issues involved in these cases

- Tracking and identification of patterns and prevalent issues which need addressing
- Recommendations to amend practices and policies to meet individual needs of children and their families, and address process and/or system changes to improve coordination and the delivery of services
- Any additional information as requested by the Florida Children and Youth Cabinet

~~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 ~~of~~ practice culture ~~or~~ and 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:

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1. Children with developmental disabilities, mental health issues, or DJJ involvement who ~~have mental health issues seeking~~ are in need of services.
2. Children who are court ordered into the dependency system or ~~Juvenile juvenile Justice justice System system~~ who have developmental disabilities seeking services from APD or placement in APD licensed facilities or group homes.
3. Children who are dually diagnosed, have co-occurring developmental disabilities, substance use disorders, ~~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 developmental disabilities, complex medical needs and/or behavioral health 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 an sibling individual in the home and cannot return to their home after DJJ ~~residential commitment~~ custody.
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.

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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 (e.g., homelessness, youth pregnancy, human trafficking) 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. Likewise, notwithstanding any other sections, DOH does not and cannot agree to provide protected health information to any other entity in violation of 45 CFR Parts 160 and 164.

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

336 agree that no deviation from the terms hereof shall be predicated upon any prior
337 representations or agreements, whether oral or written.
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- 339 **5.** Amendments. No modification, amendment, or alteration in the terms or
340 conditions contained herein shall be effective unless contained in a written
341 document prepared with the same or similar formality as this Agreement and
342 executed by each Party hereto.
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- 344 **6.** Waiver. The Parties agree that each requirement, duty and obligation set forth
345 herein is substantial and important to the formation of this Agreement and,
346 therefore, is a material term hereof. Any Party's failure to enforce any provision of
347 this Agreement shall not be deemed a waiver of such provision or modification of
348 this Agreement. A waiver of any breach of a provision of this Agreement shall not
349 be deemed a waiver of any subsequent breach and shall not be construed to be
350 a modification of the terms of this Agreement.
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- 353 **7.** Nothing in this Agreement shall supersede any state or federal statutory or
354 regulatory requirements. Notwithstanding any other sections, AHCA does not
355 and cannot agree to provide data to any other entity in violation of 42 U.S.C.
356 §1396a(a)(7), 42 CFR §431.300 through §431.307, or any other provision of
357 federal law, be it statutory, regulatory, or administrative, pertaining to the
358 safeguarding of health or Medicaid information.
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361 **VI. SERVICE, ELIGIBILITY, AND COST SHARING MATRIX**

362 Attachment I of this Agreement provides information on the services available from each
363 agency, eligibility criteria, and cost sharing principles.
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365 **VII. TERMINATION AT WILL**

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

373 This interagency agreement becomes effective upon the date of the last approving
374 signature and shall continue until July 1, ~~2017~~2022. This agreement shall be periodically
375 reviewed by the parties and renegotiated as needed.
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377 The undersigned officials are duly authorized to execute on behalf of their agencies and by
378 their signature indicate their agencies' agreement.

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~~Elizabeth Dudek~~ Justin M. Senior Date
Interim Secretary
Agency for Health Care Administration

Barbara Palmer Date
Director
Agency for Persons with Disabilities

~~David E. Wilkins~~ Michael Carroll Date
Daly Date
Secretary
Department of Children and Families

~~Wansley Waters~~ Christina K.
Secretary
Department of Juvenile Justice

Pam Stewart Date
~~FACS-MPH~~ Date
Commissioner
Department of Education

~~John H. Armstrong~~ Celeste Phillip, MD,
Secretary and State Surgeon General
Department of Health

Alan Abramowitz Date
Date
Director
Guardian ad Litem

~~Mel Jurado, Ph.D.~~ Rodney J. MacKinnon
Director
Florida's Office of Early Learning

Date of last signature: _____

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

Recommended Revisions to Original MOU as of 11.09.16

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
			community program/treatment services should be shared equitably by all parties for whom the child is eligible for these program/treatment services.
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	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	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	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

Recommended Revisions to Original MOU as of 11.09.16

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
Health (SAMH)	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.	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.	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 further law violations and are served through diversion.	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 Functional Therapy and Multi-Systemic Therapy (mental health evidence based practices) are provided to youth and their families.	Medicaid should be used to provide the majority of mental health and substance abuse services for youth for Medicaid compensable 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	Educationally related programs and services which are provided as part of the public school program. <i>Specially designed instruction and related services based on individualized educational plans. Generally related services means transportation and such developmental, corrective, and other supportive</i>	Responsible for providing all services associated with an appropriate educational program.

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Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
	Education and related services.	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.	
FOEL	Children enrolled in the School Readiness (subsidized child care) Program (birth to age 5) through DCF/DEO (Workforce TANF) childcare 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	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. 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	Responsible for administering early learning programs that includes participation from DCF, DEO, and other state agencies as well as providing information and referrals related to child care and community resources.

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Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
	<p>Administrative Code. Additionally, children in the state's Voluntary Pre-Kindergarten Program (VPK).</p> <p><u>A child (birth to age 12 and up to age 18 with special needs) may be enrolled in School Readiness through a child care referral from DCF/DEO (Workforce TANF), DCF Protective Service referrals, or is exempt from work requirements as defined in Florida Administrative Code.</u></p> <p><u>A child may be enrolled in the Voluntary Prekindergarten (VPK) Education Program if the child is age 4 by September 1 of the school year.</u></p> <p><u>Child Care Resource and Referral (CCR&R) services</u></p>	<p>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.</p> <p><u>The 30 Early Learning Coalitions (ELCs) and the Redlands Christian Migrant Association (RCMA) are contracted to offer the School Readiness Program to families. The School Readiness Program provides subsidized child care services to families who qualify.</u></p> <p><u>Voluntary Prekindergarten (VPK) services are provided to child in Florida who are 4 years old by September 1 of the enrollment year.</u></p> <p><u>Child Care Resource and Referral (CCR&R) provides child care listings, consumer education and local resources to all families who request services.</u></p>	

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Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
	<p><u>are available to all families requesting services.</u></p>	<p><u>OEL maintains a toll-free Warm Line to provide assistance and consumer education to families and child care personnel on health and safety, child development, social-emotional development and special needs issues. Early Learning Coalitions (ELCs) collaborate with local service providers to support each family's specific needs. The ELCs have inclusion specialists to promote increased awareness of early childhood inclusion issues and provide training and technical assistance regarding the needs of children with disabilities. A representative of programs serving children with disabilities serves as a member of each ELC board.</u></p>	
<p>DOH-Children's Medical Services (CMS)</p>	<p>Meets the eligibility requirements for serious and chronic special health care needs.</p> <p>Eligibility for Medical Foster Care Program is determined through the Child Multidisciplinary Assessment Team (CMAT) staffing.</p>	<p>Medicaid <u>Specialty Plan provides state plan physical health care services for children in-with special health care needs. Provides care coordination for specialty care.</u> For children in the Medicaid Reform area the CMS Network also provides behavioral health care. <u>all enrollees.</u></p> <p>CMS provides care coordination for children in Medical Foster Care.</p>	<p>CMS is funded primarily through Medicaid. The CMS <u>Network-Plan</u> is a health plan that provides the full array of integrated Medicaid services in Medicaid Reform areas <u>including medical, dental, behavioral and transportation.</u></p> <p>The cost sharing principles for the Medical Foster care program includes room and board rate provided by DCF Child Welfare, Medicaid pays</p>

Recommended Revisions to Original MOU as of 11.09.16

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
	<p>Children with special health<u>chronic and serious health</u> care needs who are eligible for Title XXI services can also be eligible for<u>choose the</u> CMS services through the CMS Network Plan.</p>	<p>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 (<u>BNet</u>) for children with special health care needs.</p>	<p>for the in-home services through a per diem rate and CMS provides for the care coordination.</p> <p>CMS is responsible for providing the full array of medical, and behavioral, <u>dental and transportation that is included</u> services including in the benefit package for children eligible through Title XXI <u>and Medicaid.</u></p>
<p>DOH- Early Steps</p>	<p>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 <u>with an established condition with a high probability of resulting in a developmental delay; with a developmental delay in</u> 1.5 standard deviations in two or more areas <u>of development; or with a</u></p>	<p>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.</p>	<p>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. <u>Early Steps is the payer of last resort for services not otherwise covered by third-party insurance and/or Medicaid.</u></p>

Recommended Revisions to Original MOU as of 11.09.16

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
	<p>developmental delay of in 2.0 standard deviations in one area of developmental domain.; and who are at risk of a developmental delay based on a physical or medical condition. Also there are specific established conditions through which certain children are automatically eligible. <u>Should the legislature provide additional funding, eligibility could include a developmental delay in 1.5 standard deviation in one area of development.</u></p>		
GAL	<p>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.</p>	<p>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.</p>	N/A

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

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

Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
			<p>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 Community Based Care for child welfare, the room and board rate will be paid by DCF using an enhanced rate.</p>
<p>DCF - Child Welfare</p>	<p>Court order for out-of-home care, and there is no foster home option available that can meet the child's needs.</p>	<p>CBC Lead Agency may provide residential group care.</p>	<p>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</p>

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Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
			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 services in accordance with Chapter 394 and 397 who meet the medical necessity requirement for residential treatment for emotional disorders.	Therapeutic Group Home and Residential Inpatient. Services are usually funded by Medicaid.	Medicaid provides the 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

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Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
			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 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	May pay for residential treatment under limited circumstances.

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Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
		<p>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.</p> <p>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.</p>	<p>School district funds educational program through contractual arrangement.</p>
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 eligible children. SAMH operates this program.	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.
GAL	Any child who is involved with Dependency Court Proceedings associated with allegations of abuse	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	N/A

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Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
	and neglect as defined in Chapter 39 or the Florida Statutes.	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.	

Attachment II

Definitions

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

Judicial 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

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.

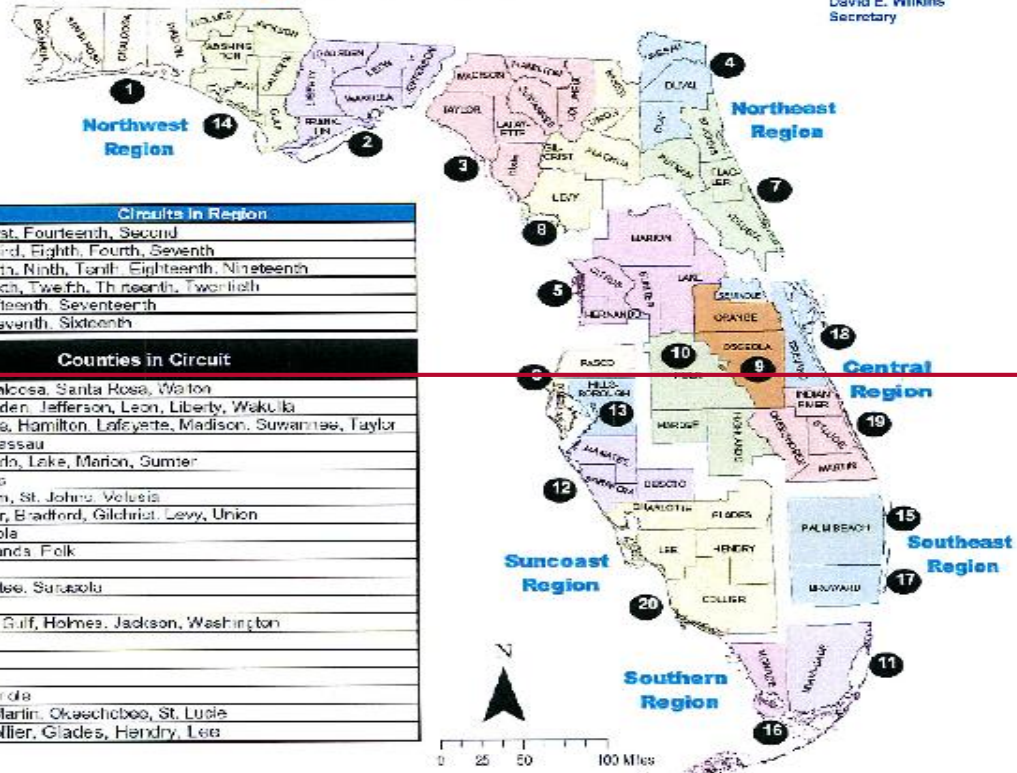
Attachment III



Regions and Circuits

Rick Scott
Governor

David E. Wilkins
Secretary



Region	Circuits in Region
Northwest Region	First, Fourteenth, Second
Northeast Region	Third, Eighth, Fourth, Seventh
Central Region	Fifth, Ninth, Tenth, Eighteenth, Nineteenth
Suncoast Region	Sixth, Twelfth, Thirteenth, Twentieth
Southeast Region	Fifteenth, Seventeenth
Southern Region	Eleventh, Sixteenth

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

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