

- 47 4. To ensure compliance with federal and state requirements related to sharing of personal
48 information, each agency involved in a case review shall follow its respective agency
49 policies.
50 5. Agencies should seek to minimize state costs while ensuring appropriate levels of
51 services for children with complex needs.
52 6. Interagency coordination should occur as early as possible and as often as necessary,
53 to include prevention/early intervention, and should be regularly scheduled as part of the
54 Local Review Team and Regional Review Team meetings.
55
56

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, the agencies agree to the following:
61

62 A. Local Responsibilities

63 Local Review Teams are intended to be a mechanism to resolve case specific issues
64 that cannot be appropriately addressed within the child and family's individualized
65 service team(s). The meetings shall not replace an agency's individualized case
66 specific service, support or treatment teams or permanency staffings. Each Local
67 Review Team is responsible for the resolution of case specific issues for children who
68 are receiving services from multiple agencies. Local Review Teams must also
69 collaborate on identifying and developing needed local resources for children served
70 by multiple agencies, or at risk of receiving services from multiple agencies.

71 At the local level, personnel from each agency are appointed to represent their agency
72 on a Local Review Team, which will meet on a monthly basis in each local area. In
73 addition to agency participation, the Local Review Team should include representation
74 by contractors and providers of member agencies (i.e., community based care
75 agencies, managing entities, delinquency services and programs, etc.) as appropriate.
76 The local area will be defined using the judicial circuits. Local school districts will
77 appoint member(s) to the local teams who will be responsible for coordinating
78 education related issues with the appropriate schools. Whenever possible, meetings
79 should take place via telephone or videoconference.

80 The Local Review Teams will review each case that was brought to the attention of the
81 team at least monthly to determine the timeliness and effectiveness of the support
82 arrangement. This includes those previously reviewed who may require future action.
83 Adjustments or changes to the funding strategies and commitments shall occur until
84 the Local Review Team is assured that the arrangements are appropriate and can
85 continue to meet the individual child's needs. In addition to regularly scheduled
86 monthly meetings, any agency may call an additional meeting if necessary to assist
87 with case resolution in the event of a crisis or emergency involving a child. **Meetings**
88 **called to address child specific cases must convene without delay.** If the Local
89 Review Team cannot resolve child specific issues, the Local Review Team shall
90 request assistance from the Regional Review Team without delay.
91

92 The Local Review Teams shall submit a monthly report to the Regional Review Team
93 which includes:

- 94 • The number of cases referred to the Local Review Team

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

107 **B. Regional Responsibilities**

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

114
115 At the region level, personnel from each agency are appointed to represent their
116 agency on a Regional Review Team. In addition to agency participation, the Regional
117 Review Team should include representation by contractors and providers of member
118 agencies (i.e., community based care agencies, managing entities, delinquency
119 services and programs, etc.) as appropriate. Participation by executive level
120 administrators in each area, or their designees empowered to make decisions, is
121 required to assure service and funding issues are resolved promptly and efficiently.
122 Regions are defined in accordance with the DCF regions. The local school districts
123 will designate a regional representative which may include the Seriously Emotionally
124 Disturbed Network (SEDNET) managers or other appropriate representative(s) to
125 serve on the Regional Review Team who will be responsible for coordinating
126 resolution of issues with the local school boards. Whenever possible, meetings should
127 take place via telephone or videoconference.

128
129 Each Regional Review Team is responsible for the resolution of cases referred by the
130 Local Review Teams. Participants will work cooperatively to agree upon appropriately
131 shared responsibilities for services and costs for each child. In addition to regularly
132 scheduled monthly meetings, an agency may call an additional meeting if necessary to
133 assist with case resolution in the event of a crisis or emergency involving a child.

134 **Meetings called to address child specific cases must convene without delay.** If
135 the Regional Review Team cannot resolve child specific issues, the Regional Review
136 Team shall request assistance from the State Review Team without delay.

137 The Regional Review Team shall submit a monthly report to the State Review Team
138 which includes:

- 139 • The compilation of monthly reports from the Local Review Teams
- 140 • The number of cases referred to the Regional Review Team
- 141 • The number of cases resolved and the timeframe to resolve each case
- 142 • The number of cases referred to the State Review Team

- 143 • The types of issues involved in these cases
- 144 • Tracking and identification of patterns and prevalent issues which need
- 145 addressing
- 146 • Recommendations to amend practices and policies to meet individual needs of
- 147 children and their families, and address process and/or system changes to
- 148 improve coordination and the delivery of services
- 149 • Any additional information as requested by the Florida Children and Youth
- 150 Cabinet

151 152 153 **C. State Review Team Responsibilities**

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

157
158 At the state level, personnel from each agency are appointed to represent their agency
159 on the State Review Team and to assist with planning, implementation and technical
160 assistance to ensure that this agreement is implemented. Additional members of the
161 State Review Team may include agencies that are represented on the Florida Children
162 and Youth Cabinet. The DOE will appoint one member to the State Review Team who
163 will be responsible for coordinating resolution with the local school districts. Whenever
164 possible, meetings should take place in person, with available options to participate via
165 telephone or videoconference.

166
167 The State Review Team will meet on a monthly basis to collaborate on developing
168 interagency strategies, policies and initiatives, and discuss children who are in need of
169 coordinated care to enhance the quality of service provision. The State Review Team
170 shall also receive referrals on child-specific issues from the Regional Review Teams
171 and will work collaboratively across the necessary agencies to resolve placement or
172 service delivery issues. The State Review Team will review and amend practices and
173 policies that may impede the ability to meet the individual needs of the multi-agency
174 children referred by the Regional Review Teams. Additional examples of activities
175 undertaken at the meetings may include the joint development of substantive or
176 budgetary legislative requests, and targeted resource development responsive to the
177 unique needs of this population of children.

178
179 Each agency is empowered to convene a State Review Team meeting at any
180 reasonable time if such action is necessary to access the appropriate services for the
181 child. **Meetings called to address child specific cases must convene without**
182 **delay.** In instances in which the State Review Team cannot successfully provide the
183 needed assistance to the Regional Review Teams, or if the case is of a sensitive and
184 potentially high profile nature, members of the State Review Team will take the
185 necessary steps to ensure that their respective executive management is notified of
186 the issue. Agency executive management will continue to work collaboratively across
187 agencies to bring the issue to successful resolution.

188
189 The State Review Team shall submit a quarterly report to the Florida Children and
190 Youth Cabinet which includes:

- 191 • The compilation of monthly reports from the Local and Regional Review Teams

- 192 • The number of cases referred to the State Review Team
- 193 • The number of cases resolved and the timeframe to resolve each case
- 194 • The types of issues involved in these cases
- 195 • Tracking and identification of patterns and prevalent issues which need
- 196 addressing
- 197 • Recommendations to amend practices and policies to meet individual needs of
- 198 children and their families, and address process and/or system changes to
- 199 improve coordination and the delivery of services
- 200 • Any additional information as requested by the Florida Children and Youth
- 201 Cabinet
- 202
- 203

204 **IV. EXAMPLES OF ISSUES AND CASES TO BE ADDRESSED BY LOCAL AND**

205 **REGIONAL TEAMS**

206 Examples of the types of issues to bring to the attention of the Teams may include, but are

207 not limited to:

- 208 1. Notification and coordination between agencies for children for competency
- 209 evaluations.
- 210
- 211 2. Identification and review of placement or service needs for children waiting for
- 212 services from any of the agencies listed.
- 213
- 214 3. Review of resource capacity of local systems of care and joint interagency efforts
- 215 that may be necessary for the development of needed local resources.
- 216
- 217 4. Review of local policies, procedures, working relationships and practice culture
- 218 and opportunities to enhance the delivery of services to children.
- 219
- 220 5. Identification of opportunities to improve interagency coordination for children
- 221 receiving services from multiple agencies.
- 222
- 223 6. Involvement of contracted providers in the problem resolution process.
- 224
- 225 7. Review of specific children in an effort to resolve any placement disputes when
- 226 staff is not able to reach resolution.
- 227

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

229

- 230 1. Children with developmental disabilities, mental health issues, or DJJ
- 231 involvement who are in need of services.
- 232
- 233 2. Children who are court ordered into the dependency system or juvenile justice
- 234 system who have developmental disabilities seeking services from APD or
- 235 placement in APD licensed facilities or group homes.
- 236
- 237 3. Children who are dually diagnosed, have co-occurring developmental disabilities,
- 238 substance use disorders, mental health disorders, or significant behavioral

- 239 challenges, needing specialized interagency coordinated services from one or
240 more of the agencies included in this agreement.
241
242 4. Children with developmental disabilities, complex medical needs and/or
243 behavioral health issues requiring DOH-CMS involvement who also require
244 services from one or more of the agencies included in this agreement.
245
246 5. Children who have been court ordered into the dependency system and have
247 committed sexual offenses against an individual in the home and cannot return to
248 their home after DJJ custody.
249
250 6. Children served by APD or DJJ who are admitted to a Crisis Stabilization Unit.
251
252 7. Children who are adjudicated dependent and require services from one or more
253 of the agencies included in this agreement.
254
255 8. Children who are adjudicated dependent and are ready for release from DJJ
256 custody (secure detention or residential commitment).
257
258 9. Children who are presented to the Juvenile Assessment Center by law
259 enforcement, do not score for placement in secure detention and are not picked
260 up by their parents or foster children who are picked up by DCF staff or
261 community based care providers. The Juvenile Assessment Center shall release
262 these children as soon as the DJJ detention screener makes the decision to
263 release.
264
265 10. Children in out of home care who are within six months of aging out of care and
266 who have developmental disorders, significant health issues, or who are in the
267 custody of DJJ or DCF.
268
269 11. Children of parents involved in domestic violence cases where DCF or local law
270 enforcement is not involved; or where child care is needed due to emergent
271 hospitalization of the parent/guardian.
272
273 12. Children with complex medical, behavioral and/or developmental disabilities
274 whose parents are neglecting them or are unable or unwilling to care for them.
275
276 13. Any other child with a unique and challenging set of needs (e.g., homelessness,
277 youth pregnancy, human trafficking) that may require the assistance of the Local
278 Review Team.
279

280 **V. GENERAL CONDITIONS**

- 281 1. No Waiver of Sovereign Immunity. Nothing contained in this Agreement is
282 intended to serve as a waiver of sovereign immunity by any agency to which
283 sovereign immunity may be applicable.
284
285 2. No Third Party Beneficiaries. This Agreement does not confer any additional
286 rights or obligations enforceable by a third party beyond those rights and
287 obligations created by federal and state law. Nothing herein shall be construed

288 as consent by an agency or political subdivision of the State of Florida to be sued
289 by third parties in any manner arising out of this agreement.
290

291 3. Records. Each agency will protect the rights of children and their families with
292 respect to records created, maintained and used by state agencies and contract
293 providers within the State of Florida. Agencies shall maintain its own respective
294 records and documents associated with this Agreement in accordance with the
295 records retention requirements applicable to public records. Each Party shall be
296 responsible for compliance with any public documents request served upon it
297 pursuant to section 119.07 F.S., and any resultant award of attorney's fees of
298 non-compliance with that law. It is the intent of this Agreement to ensure that
299 agencies strictly follow all applicable laws and regulations for these rights. Each
300 agency shall ensure that its contracts for services affected by this Agreement
301 shall include provisions for confidentiality of records and information. All
302 agencies will work together to address release of information requirements to
303 ensure that necessary information can be shared as required for the appropriate
304 provision of services, coordination of services and tracking/monitoring of
305 services. Likewise, notwithstanding any other sections, DOH does not and
306 cannot agree to provide protected health information to any other entity in
307 violation of 45 CFR Parts 160 and 164.
308

309 4. Entire Agreement. This document incorporates and includes all prior
310 negotiations, correspondence, conversations, agreements and understandings
311 applicable to the matters contained herein and the Parties agree that there are
312 no commitments, agreements or understandings concerning the subject matter of
313 this Agreement that are not contained in this document. Accordingly, the Parties
314 agree that no deviation from the terms hereof shall be predicated upon any prior
315 representations or agreements, whether oral or written.
316

317 5. Amendments. No modification, amendment, or alteration in the terms or
318 conditions contained herein shall be effective unless contained in a written
319 document prepared with the same or similar formality as this Agreement and
320 executed by each Party hereto.
321

322 6. Waiver. The Parties agree that each requirement, duty and obligation set forth
323 herein is substantial and important to the formation of this Agreement and,
324 therefore, is a material term hereof. Any Party's failure to enforce any provision of
325 this Agreement shall not be deemed a waiver of such provision or modification of
326 this Agreement. A waiver of any breach of a provision of this Agreement shall not
327 be deemed a waiver of any subsequent breach and shall not be construed to be
328 a modification of the terms of this Agreement.
329

330 7. Nothing in this Agreement shall supersede any state or federal statutory or
331 regulatory requirements. Notwithstanding any other sections, AHCA does not
332 and cannot agree to provide data to any other entity in violation of 42 U.S.C.
333 §1396a(a)(7), 42 CFR §431.300 through §431.307, or any other provision of
334 federal law, be it statutory, regulatory, or administrative, pertaining to the
335 safeguarding of health or Medicaid information.
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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.

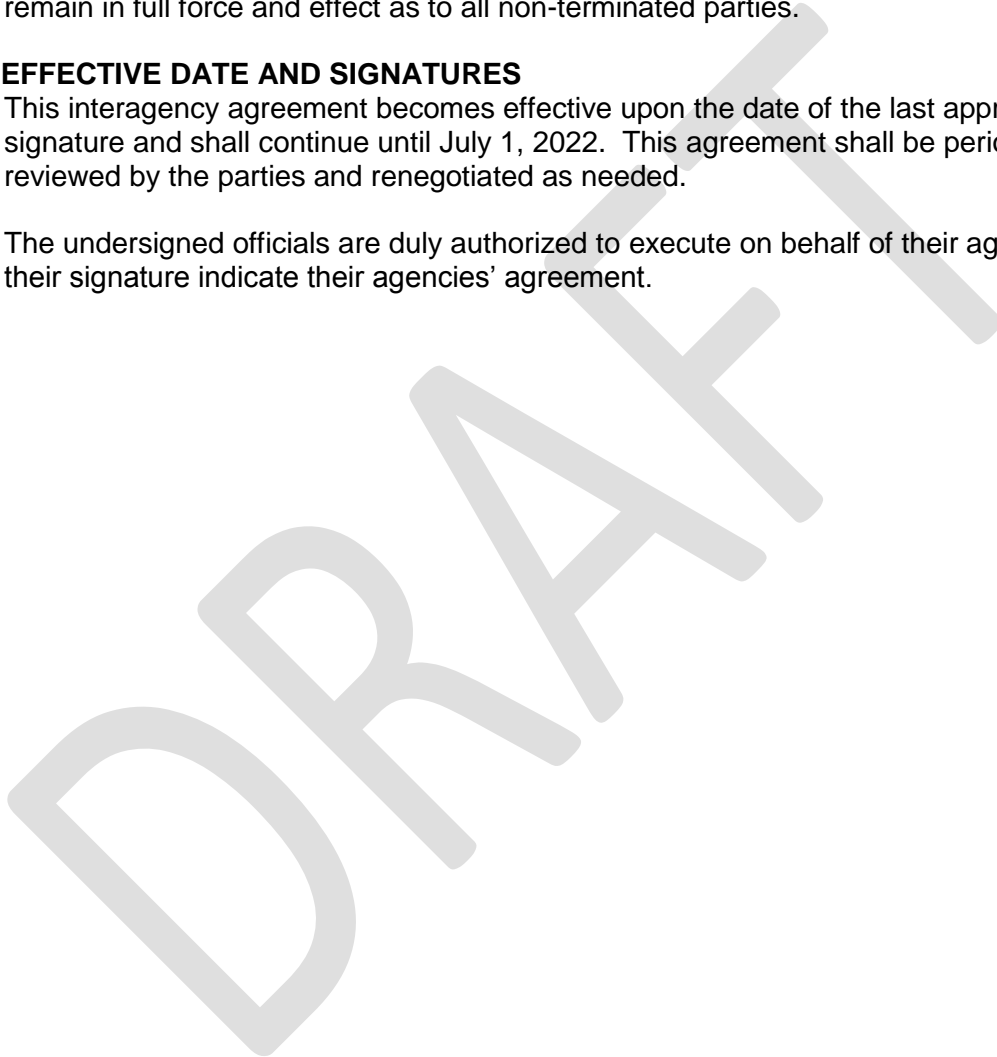
VII. TERMINATION AT WILL

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, 2022. 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.



360
361 Justin M. Senior Date
362 Interim Secretary
363 Agency for Health Care Administration Agency for Persons with Disabilities
364
365
366
367
368 Michael Carroll Date
369 Secretary
370 Department of Children and Families Department of Juvenile Justice
371
372
373
374
375 Pam Stewart Date
376 Commissioner
377 Department of Education Celeste Phillip, MD, MPH Date
378 Secretary and State Surgeon General
379 Department of Health
380
381
382 Alan Abramowitz Date
383 Director
384 Guardian ad Litem Rodney J. MacKinnon Date
385 Director
386 Florida's Office of Early Learning
387
388 Date of last signature: _____
389

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

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
			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 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	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	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.

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
	disorder. Autism is not considered an emotional disorder for DCF Children's Mental Health services.	through community mental health programs geared to serve children who can benefit from cognitively based therapeutic interactions.	
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 Education and related services.	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 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</i>	Responsible for providing all services associated with an appropriate educational program.

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
		<p>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.</p>	
<p>FOEL</p>	<p>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.</p> <p>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.</p> <p>Child Care Resource and Referral (CCR&R) services</p>	<p>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.</p> <p>Voluntary Prekindergarten (VPK) services are provided to child in Florida who are 4 years old by September 1 of the enrollment year.</p> <p>Child Care Resource and Referral (CCR&R) provides child care listings, consumer education and local resources to all families who request services.</p>	<p>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.</p>

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
	<p>are available to all families requesting services.</p>	<p>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.</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</p>	<p>Medicaid Specialty Plan provides health care services for children with special health care needs. Provides care coordination for all enrollees.</p> <p>CMS provides care coordination for children in Medical Foster Care.</p>	<p>CMS is funded primarily through Medicaid. The CMS Plan is a health plan that provides the full array of Medicaid services including medical, dental, behavioral and transportation.</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>

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
	<p>Assessment Team (CMAT) staffing.</p> <p>Children with chronic and serious health care needs who are eligible for Title XXI services can also choose the CMS Plan.</p>	<p>CMS 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 (BNet) 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, behavioral, dental and transportation that is included in the benefit package for children eligible through Title XXI and Medicaid.</p>
<p>DOH- Early Steps</p>	<p>Children from birth to age three with an established condition with a high probability of resulting in a developmental delay; with a developmental delay in 1.5 standard deviations in two or more areas of development; with a developmental delay in 2.0 standard deviations in one area of development; and who are at risk of a developmental delay based on a physical or medical condition.</p> <p>Should the legislature provide additional funding, eligibility could include a developmental delay in 1.5</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>Early Steps is the payer of last resort for services not otherwise covered by third-party insurance and/or Medicaid.</p>

Agency	Eligibility	What Can Be Provided (Community Services)	Cost Sharing Principles
	standard deviation in one area of development.		
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

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 SAMH, the cost of residential supervision and training or treatment/program component will be equally

Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
			<p>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 multiple agencies and Medicaid is not providing for specialized residential treatment/program, these agencies will equally share the cost of the specialized</p>

Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
			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 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	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	DJJ is fully responsible for the cost of commitment programs. Medicaid provides the majority of mental health and substance abuse

Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
	residential treatment/programs.	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.	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 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	May pay for residential treatment under limited circumstances. School district funds educational program through contractual arrangement.

Agency	Eligibility	What Can Be Provided (Residential Services)	Cost Sharing Principles
		plan (IEP), as defined in State Board of Education Rule 6A-6.0361.	
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 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	Judicial Circuits
Northwest	1, 2, 14
Northeast	3, 4, 7, 8
SunCoast	6, 12, 13, 20
Central	5, 9, 10, 18
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, Gilchrist, 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

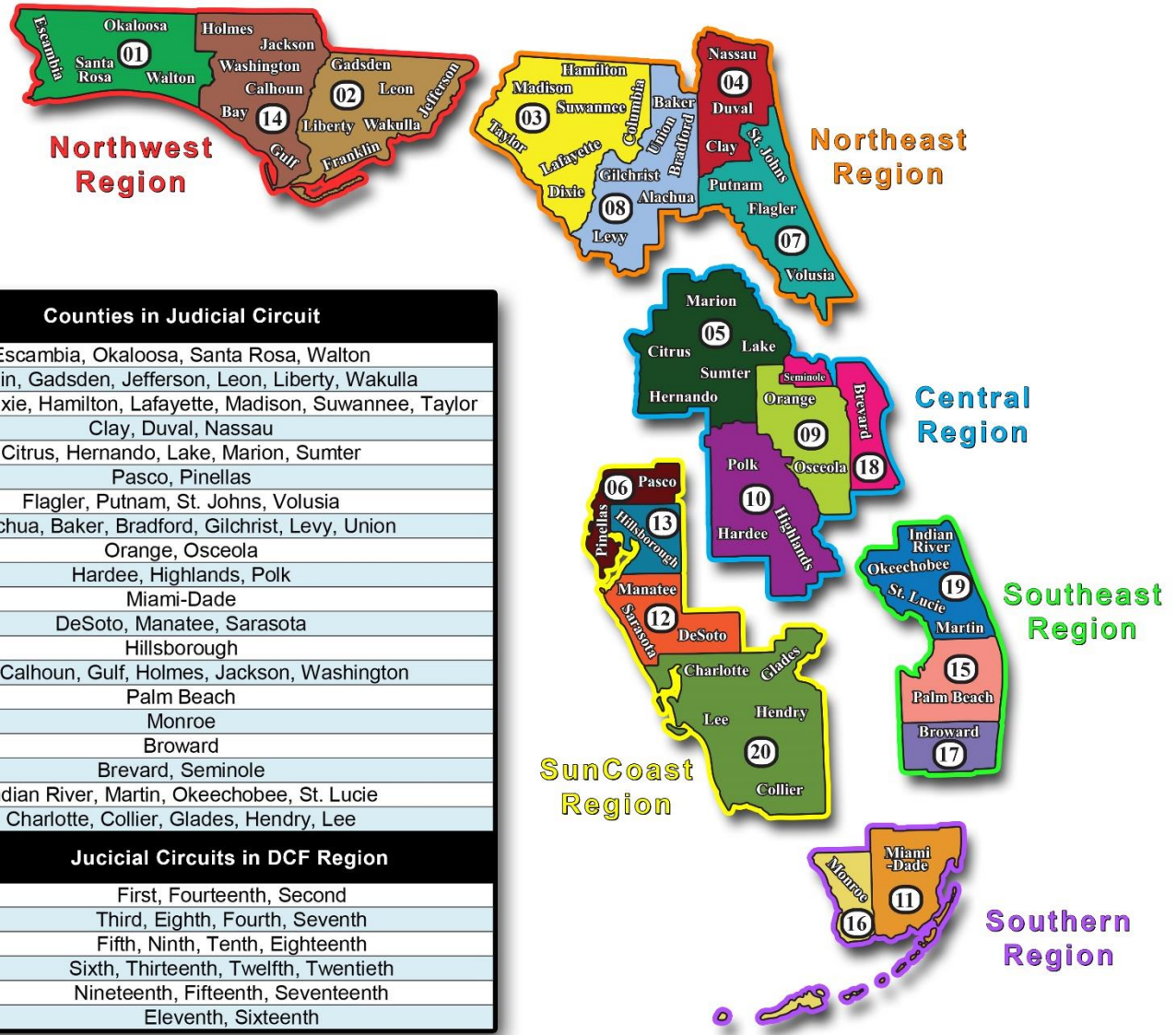
Schedule of Lead Agencies

2017 – 2018	
2018 – 2019	
2019 – 2020	
2020 – 2021	
2021 – 2022	

DRAFT

Attachment IV

FLORIDA JUDICIAL CIRCUITS and DCF REGIONS



Judicial Circuit	Counties in Judicial 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, Sumter
6	Pasco, Pinellas
7	Flagler, Putnam, St. Johns, Volusia
8	Alachua, Baker, Bradford, Gilchrist, Levy, Union
9	Orange, Osceola
10	Hardee, Highlands, Polk
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

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