

## **INTERAGENCY AGREEMENT**

### **Coordination of Services for Children Served by More than One Agency**

#### **Participating Agencies:**

**Agency for Health Care Administration (AHCA), Agency for Persons with Disabilities (APD), Department of Children and Families (DCF), Department of Juvenile Justice (DJJ), Department of Education (DOE), Department of Health (DOH), Guardian ad Litem (GAL) Program, and the Office of Early Learning (OEL)**

#### **I. PURPOSE AND SCOPE**

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

The terms of this Interagency Agreement shall begin on the date of the last signature and shall continue until July 2017. This Agreement shall be reviewed annually by the parties and renegotiated as needed. This annual review will be conducted by Children's Cabinet-level agency representatives (Secretary, Director, Commissioner) who have the responsibility to determine if renegotiation is necessary. These representatives shall meet quarterly, prior to each Children's Cabinet meeting, to review and discuss reports of local and statewide activity provided by the State Review Team.

#### **II. PRINCIPLES**

1. Services should be family-based and provided in the least restrictive setting. Residential placement should be provided as a last resort.
2. Children and families with multiple needs require the integrated work of multiple agencies.
3. Each agency must pay its fair share of costs for services consistent with its mandates.
4. Agencies should seek to minimize state costs.

#### **III. ROLES AND RESPONSIBILITIES**

The agencies agree to the following:

##### **A. Local Responsibilities**

At the local level, each agency will appoint personnel to represent their agency on a Local Review Team, which will meet on a monthly basis. In addition to agency participation, the State Team should include representation by local Community Based Care agencies and Managing Entities, as well as other providers as needed. Whenever possible, meetings should take place via telephone or videoconference. Each Local Review Team is responsible for the resolution of case specific issues for children who are receiving services from multiple agencies. The meetings are not intended to replace an agency's individualized case specific

treatment teams or permanency staffings. Rather, Local Review Teams are intended to be a mechanism to resolve case specific issues that cannot be appropriately addressed within the child and family's individualized service team(s). Local Review Teams may also collaborate on developing needed local resources for children being served by multiple agencies.

In addition to regularly scheduled monthly meetings, any agency may call an additional meeting if necessary to assist with case resolution in the event of a crisis or emergency involving a child. **Meetings called to address child specific cases must convene without delay.** If child specific issues cannot be resolved by the Local Review Team, assistance from the Regional Review Team will be requested.

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

The Local Team shall provide a monthly report to the Regional Review Team which includes the number of cases referred to the local team, the number of cases resolved, and the types of issues involved in these cases. This information will be used to track and identify patterns and prevalent issues to be addressed.

#### **B. Regional Responsibilities**

At the region level, each agency will appoint personnel to represent their agency on a Regional Review Team. Each Regional Review Team is responsible for the resolution of cases referred by the Local Review Teams. In addition to regularly scheduled monthly meetings, an agency may call an additional meeting if necessary to assist with case resolution in the event of a crisis or emergency involving a child. **Meetings called to address child specific cases must convene without delay.** If child specific issues cannot be resolved by the Regional Review Team, assistance from the Headquarters Rapid Response Team will be requested. Whenever possible, meetings should take place via telephone or videoconference.

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

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

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

### **C. Headquarters Responsibilities**

At the headquarters level, each agency will appoint personnel to represent their agency on the State Review Team and to assist with planning, implementation and technical assistance to ensure that this agreement is implemented.

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

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

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

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

The State Team shall provide a quarterly report to the Cabinet which includes the number of cases referred to the local team, the number of cases resolved, and the types of issues involved in these cases. This information will be used to track and identify patterns and prevalent issues to be addressed.

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

Examples of the kind of issues to be brought to the attention of the Teams may include, but are not limited to:

1. Notification and coordination between agencies for children for competency evaluations.
2. Identification and review of placement or service needs for children waiting for services from any of the agencies listed.
3. Review of resource capacity of local systems of care and joint interagency efforts that may be necessary for the development of needed local resources.

4. Review of local policies, procedures, working relationships and or practice culture or opportunities to enhance the delivery of services to children.
5. Identification of opportunities to improve interagency coordination for children receiving services from multiple agencies.
6. Involvement of contracted providers in the problem resolution process.
7. Review of specific children in an effort to resolve any placement disputes when staff is not able to reach resolution. The Regional Review Team shall review issues in the delivery of services, identify policies that may hinder coordination and/or jointly collaborate on the development of any specialized resources.

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

1. Children with developmental disabilities or Juvenile Justice involvement who have mental health issues seeking services.
2. Children who are court ordered into the dependency system or Juvenile Justice system who have developmental disabilities seeking services from APD or placement in APD licensed facilities or group homes.
3. Children who have co-occurring developmental disabilities and mental health disorders, or significant behavioral challenges, needing specialized interagency coordinated services from one or more of the agencies included in this agreement.
4. Children with complex medical issues requiring DOH-CMS involvement who also require services from one or more of the agencies included in this agreement.
5. Children who have been court ordered into the dependency system and have committed sexual offenses against a sibling and cannot return to their home after DJJ residential commitment.
6. Children served by APD or DJJ who are admitted to a Crisis Stabilization Unit.
7. Children who are adjudicated dependent and require services from one or more of the agencies included in this agreement.
8. Children who are adjudicated dependent and are ready for release from DJJ custody (secure detention or residential commitment).
9. Children who are presented to the Juvenile Assessment Center by law enforcement, do not score for placement in secure detention and are not picked up by their parents or foster children who are picked up by DCF staff or community based care providers. These children need to be released by the Juvenile Assessment Center as soon as the decision to release is made by the DJJ detention screener.
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 with complex medical, behavioral and/or developmental disabilities whose parents are neglecting them or are unwilling to care for them.

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

**V. INFORMATION SHARING AND 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. It is the intent of this Agreement to ensure that applicable laws and regulations for these rights shall be strictly followed.

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.

**VI. SERVICE, ELIGIBILITY, AND COST SHARING MATRIX**

Attachment A 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, with or without cause, upon no less than thirty (30) days notice in writing to all other parties. Said notice shall be delivered 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 2017. This agreement shall be periodically reviewed by the parties and renegotiated as needed.

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

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Elizabeth Dudek  
Secretary  
Agency for Health Care Administration

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Mike Hansen  
Director  
Agency for Persons with Disabilities

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David E. Wilkins  
Secretary  
Department of Children and Families

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Wansley Waters  
Secretary  
Department of Juvenile Justice

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Gerald Robinson  
Commissioner  
Department of Education

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John H. Armstrong, MD, FACS  
Secretary and State Surgeon General  
Department of Health

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Alan Abramowitz  
Director  
Guardian ad Litem

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Mel Jurado, Ph.D.  
Director  
Office of Early Learning

Date: \_\_\_\_\_