

**Interagency Agreement Between  
Agency for Health Care Administration  
Agency for Persons with Disabilities  
Department of Children and Families  
Department of Juvenile Justice  
Department of Education  
Department of Health  
Guardian ad Litem Program**

**To Coordinate Services for Children Served by More than One Agency**

**I. PURPOSE AND SCOPE**

The Agency for Health Care Administration (AHCA), Agency for Persons with Disabilities (APD), Department of Children and Families (DCF), Department of Juvenile Justice (DJJ), Department of Education (DOE), Department of Health (DOH), and Guardian ad Litem (GAL) Program, jointly referred to as Parties, enter into this Interagency Agreement (Agreement) to coordinate services and support for children in Florida, and to collaborate on developing necessary local and statewide resources for children being served by multiple agencies to advance the statutory charge of the Cabinet as outlined in section 402.56, Florida Statutes (F.S.) (see **Attachment IV**). Such services require the coordinated flow of information across multiple child-serving agencies to ensure that policy, procedure, service delivery and resource development are provided in a manner that maximizes the likelihood of positive outcomes. The Parties acknowledge that the safety and well-being of children requires a commitment of the agencies to work cooperatively at the state, regional, and local levels to implement this Agreement.

This Agreement shall be reviewed annually by the Parties and renegotiated as needed. The Florida Children and Youth Cabinet agency representatives (Secretary, Director, or Commissioner), who have the responsibility to determine if renegotiation is necessary, will conduct this annual review. These representatives shall receive and review the reports of local and statewide activity provided by the State Review Team as requested by the Chair of the Cabinet.

**II. PRINCIPLES**

- A.** Services should be family-centered, trauma focused, culturally and linguistically appropriate, and provided in the least restrictive setting. Residential placement should be provided when all least restrictive settings have been explored and exhausted and the child's needs cannot be safely met in other types of placement settings.

- B. Children and families with multiple needs require the ongoing integrated coordination and collaboration of services from multiple agencies and resources.
- C. Each agency is responsible for its own costs incurred while performing their respective duties under this Agreement.
- D. To ensure compliance with federal and state requirements related to sharing of confidential or personal information, each agency involved in a case review shall follow its respective agency policies.
- E. Agencies should seek to minimize state costs while ensuring appropriate levels of services for children with complex needs.
- F. Interagency coordination should occur as early as possible and as often as necessary, to include prevention/early intervention services for children at risk of being served by one or more agencies. These children should be discussed as part of the Local Review Team meetings.
- G. To the extent applicable, the Parties acknowledge and understand they have a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), F.S.

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

DCF shall convene monthly meetings at the local and state levels, submit monthly data, and provide summarized information to the Children and Youth Cabinet as requested by the Chair of the Cabinet. Additionally, the Parties agree to the following:

#### **A. Local Review Team Responsibilities**

1. At the local level, personnel from each agency or delegate are appointed by their respective agency to represent their agency on a Local Review Team, which will meet monthly in each local area either via phone, teleconference, or in person. The local area will be defined using judicial circuits as identified in Attachment III. In addition to agency participation, the Local Review Team should include representation by contractors and providers of member agencies (e.g., community based care agencies, managing entities, delinquency services and programs, health plans, etc.) as appropriate. Other members of the Local Review Team will include the Multi-agency Network for Students with Emotional/Behavioral Disabilities (SEDNET) project managers, who will collaborate with school district personnel and will be responsible for coordinating education related issues with the appropriate schools.
2. 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). The case staffings shall not replace an agency's individualized case

specific service, support or treatment teams or permanency staffings, and each Local Review Team is responsible for the resolution of case specific issues for children who are receiving services from multiple agencies. Any agency may call a meeting if necessary to assist with case resolution in the event of a crisis or emergency involving a child, and **meetings called to address child specific cases must convene without delay**. If the Local Review Team cannot resolve a child specific issue, the Local Review Team shall request assistance from the State Review Team. Local Review Teams and their members are responsible for scheduling and attending Local Review Team staffings upon request and are also responsible for bringing in all appropriate region level staff and leadership to assist with solving cases prior to elevation to the State Review Team.

3. In addition to child staffings, Local Review Teams will meet to review trends, share agency information, and collaborate on identifying and developing needed local resources for children served by multiple agencies, or at risk of being served by multiple agencies. Local Review Teams will also review prior case staffings for timeliness and effectiveness of the support arrangement. This includes those previously reviewed which may require future action. Adjustments or changes to the funding strategies and commitments shall occur until the Local Review Team is assured that the arrangements are appropriate and can continue to meet the individual child's needs.
4. The Local Review Teams shall submit monthly data regarding child staffings via an electronic data reporting tool. This data includes, at a minimum:
  - a. The number of cases referred to the Local Review Team;
  - b. The number of cases resolved and the timeframe to resolve each case;
  - c. The number of cases referred to the State Review Team;
  - d. The types of issues involved in these cases;
  - e. Tracking and identification of patterns and prevalent issues which need addressing;
  - f. 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; and
  - g. Any additional information as requested by the Florida Children and Youth Cabinet.

## B. State Review Team Responsibilities

1. The purpose of the State Review Team is to work collaboratively across the necessary state agencies to provide additional assistance to the Local Review Teams when needed.
2. At the state level, personnel from each agency or delegate are appointed by their respective agency 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. Additional members of the State Review Team may include state entities that are represented on the Florida Children and Youth Cabinet. The DOE will appoint one member to the State Review Team who will be responsible for coordinating resolution with the local school districts.
3. The State Review Team will meet on a monthly basis to collaborate on developing interagency strategies, policies and initiatives, and discuss children who are in need of coordinated care to enhance the quality of service provision. The State Review Team shall also receive referrals on child-specific issues from the Local 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 Local Review Teams. 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.
4. 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. **Meetings called to address child specific cases must convene without delay.** In instances in which the State Review Team cannot successfully provide the needed assistance to the Local 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.
5. The State Review Team shall submit a report to the Florida Children and Youth Cabinet, as requested by the Chair of the Cabinet, which includes, at a minimum:
  - a. The compilation of monthly reports from the Local Review Teams;
  - b. The number of cases referred to the State Review Team;
  - c. The number of cases resolved and the timeframe to resolve each case;
  - d. The types of issues involved in these cases;

- e. Tracking and identification of patterns and prevalent issues which need addressing;
- f. 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; and
- g. Any additional information as requested by the Florida Children and Youth Cabinet.

#### **IV. EXAMPLES OF ISSUES AND CASES TO BE REVIEWED BY REVIEW TEAMS**

- A. 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 practice culture 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.
  - 8. Review of recruitment plans for capacity building for services and placement options in the respective areas to serve children and youth when appropriate.
- B. Examples of the kind of multi-agency cases to be reviewed include, but are not limited to:
  - 1. Children with developmental disabilities, mental health issues, or DJJ involvement who are in need of specialized interagency coordinated services from one or more of the agencies included in the agreement.
  - 2. Children who are court ordered into the dependency system or juvenile justice system who have developmental disabilities and are 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, 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 individual in the home and cannot return to their home after DJJ custody.
6. Children served by APD or DJJ who are admitted to a Baker Act receiving facility.
7. Children who are adjudicated dependent and require services from one or more of the agencies included in this agreement.
8. Children who are adjudicated dependent and are ready for release from DJJ custody (secure detention or residential commitment).
9. Children who are presented to the Juvenile Assessment Center by law enforcement, do not score for placement in secure detention and are not picked up by their parents or foster children who are picked up by DCF staff or community based care providers. The Juvenile Assessment Center shall release these children as soon as the DJJ detention screener makes the decision to release.
10. Children in out of home care who are within six months of aging out of care and who have developmental disorders, significant health issues, or who are in the custody of DJJ or DCF.
11. Children of parents involved in domestic violence cases where DCF or local law enforcement is not involved; or where child care is needed due to emergent hospitalization of the parent/guardian.
12. Children with complex medical, behavioral and/or developmental disabilities whose parents are neglecting them or are unable or unwilling to care for them.
13. Any other child with a unique and challenging set of needs (e.g., homelessness, youth pregnancy, human trafficking, unclear or undetermined diagnosis) that may require the assistance of the Local Review Team.
14. Children who have been court ordered into the dependency system when the judge determined the child cannot return home due to being physically aggressive toward his/her parent or caregiver (perpetrator of domestic violence).

## V. DISCLOSURE OF PROTECTED HEALTH INFORMATION

In accordance with the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"), 45 Code of Federal Regulations (CFR) Parts 160, 162, and 164, as amended, and 42 CFR Part 2 (Confidentiality of Substance Use Disorder Patient Records), each Party separately acknowledges and agrees that protected health information ("PHI"), whether electronic, written, or in oral form shall be safeguarded and any information that is disclosed, created, received, maintained, transmitted, and/or used by state departments, agencies, programs, and contract providers shall comply with the following HIPAA requirements. Each Party shall:

- A. Only access, use, or disclose the minimum necessary PHI needed to accomplish the coordinated flow of information across multiple child-serving departments, agencies, and programs in order to provide services, coordination of services, as well as tracking and monitoring such services;
- B. Not use or disclose PHI, as exchanged under this Agreement, other than as permitted or required by this Agreement or as required by federal or state law;
- C. Implement and maintain appropriate administrative, technical, and physical safeguards that protect the confidentiality, integrity, and privacy of PHI which each department, agency, and/or program receives, creates, maintains, or transmits pursuant to this Agreement;
- D. Use appropriate safeguards and comply, where applicable, with Subpart C of 45 CFR Part 164 regarding electronic PHI, as exchanged per this Agreement, to prevent use or disclosure of PHI other than as provided for by this Agreement;
- E. Make a good faith *effort* to identify any access, use, or disclosure of PHI that is not authorized under this Agreement and report the same to the Parties of this Agreement, including breaches by any Party's business associates or its subcontractors, if applicable, of unsecured PHI, as required by 45 CFR §164.410. The breach notifications process shall be:
  - 1. The Party that discovers a breach that is attributable to that party or a subcontractor or agent of that Party ("breaching Party") shall, within two (2) business days of discovery, provide a brief description of what happened, including the date of the breach, date of discovering of the breach, a description of the types of unsecured PHI that were involved in the breach (such as individually identifiable health information, as defined in 45 CFR § 160.103), as well as a description of what steps the breaching Party is taking to investigate the breach to both mitigate any harm to individuals as well as to protect against further breaches; and
  - 2. Except as otherwise agreed upon by the Parties, after reporting the discovery of a breach of PHI to the Parties, the breaching Party, shall then be responsible for notifying each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired, used, or disclosed as a result of such breach. Individual notification shall occur without unreasonable delay, and in no case later than sixty (60) calendar days after the discovery of the breach. Moreover, the breaching

Party shall also be responsible for the issuance of timely notifications to the media, the Secretary of US Department of Health and Human Services, and/or the Florida Department of Legal Affairs, as required by and in compliance with 45 CFR § 164.404, § 164.406, and § 164.408 as well as section 501.171, F.S., if applicable. Upon issuing the above notices, the breaching Party shall contemporaneously submit copies of such notices to each party to this Agreement.

- F. In accordance with 45 CFR § 164.502(e)(1)(ii) and § 164.308(b)(2), if applicable, each Party to this Agreement shall ensure that every agent or subcontractor of its department, agency, or program that creates, receives, maintains, or transmits PHI on its behalf shall execute a written agreement requiring the agent or subcontractor to agree to the same restrictions, conditions, and requirements of this Agreement. The written agreement shall contain the elements as specified at 45 CFR § 164.504(e):
1. Familiarize its workforce members with the requirements of this Agreement and provide HIPAA training to any member of its workforce that is authorized to access, use, or disclose PHI;
  2. Make available PHI in accordance with 45 CFR § 164.524;
  3. Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;
  4. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528; and
  5. Make its internal practices, books, and records relating to the access, use, and disclosures of PHI received from, or created or received under this Agreement available to the Secretary of the US Department of Health and Human Services for purposes of determining compliance with the HIPAA rules.

## VI. GENERAL CONDITIONS

- A. 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.
- B. 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.



- C. Records. Each agency shall protect the rights of children and their families with respect to records that are disclosed, created, received, maintained, transmitted, and/or used by state departments, agencies, programs, and contract providers within the State of Florida. Each party to this Agreement shall independently 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 and fulfillment of any public records requests served upon it pursuant to section 119.07, F.S., as well as any resultant award of attorney's fees and costs for non-compliance with such law. Each Party acknowledges and agrees that it is the intent of the Parties to this Agreement to ensure that each department, agency, and/or program strictly complies with and follows all applicable laws and regulations regarding these rights. Each Party shall ensure that its contracts for services affected by this Agreement shall include adequate provisions for the safeguarding of confidential and PHI records, whether such information is contained in an electronic or written format. Each Party to this Agreement separately acknowledges and agrees that it will cooperatively work with other departments, agencies, and programs to exchange the necessary amount of information, as required, to facilitate the coordinated flow of information across multiple child-serving agencies in order to provide services, coordination of services, as well as tracking and monitoring of such services.
- D. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

List of **Attachments** included as part of this Agreement:

- **Attachment I:** Community and Residential Services
- **Attachment II:** Definitions
- **Attachment III:** Florida Judicial Circuits and Regions
- **Attachment IV:** Section 402.56, Florida Statutes

- E. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto. This Agreement will be annotated to reflect amendment(s). The signature page will be updated to retain the original signatures for the Agreement as well as to reflect the signatures and dates of signatures for the amendment(s).

- F. Waiver. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any Party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- G. Notwithstanding any other sections of this Agreement. Medicaid information may only be exchanged for purposes directly related to the Medicaid State Plan administration. Those purposes are limited to establishing eligibility, determining the amount of medical assistance necessary, providing services for Medicaid recipients or conducting or assisting an investigation, prosecution, or civil or criminal proceeding relating to the administration of the Medicaid State Plan.

## VII. SERVICE, ELIGIBILITY, AND COST SHARING MATRIX

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


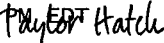

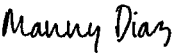

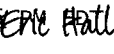
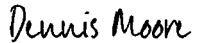
## VIII. TERMINATION AT WILL

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. Upon the termination of this Agreement, each Party acknowledges and agrees to extend the protections of this Agreement and will maintain the confidentiality of any information provided pursuant to the Agreement.

**IX. EFFECTIVE DATE AND SIGNATURES**

This interagency agreement becomes effective upon the date of the last approving signature and shall continue until **July 1, 2028**. This agreement shall be annually 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.

 _____ <b>Jason Weida</b> Secretary Agency for Health Care Administration	3/27/2023   9:43 PM EDT	 _____ <b>Taylor Hatch</b> Director Agency for Persons with Disabilities	3/28/2023   2:20 PM EDT
 _____ <b>Shevaun Harris</b> Secretary Department of Children and Families	3/14/23	 _____ <b>Manny Diaz, Jr.</b> Commissioner Department of Education	3/23/2023   9:51 AM EDT
 _____ <b>Joseph A. Ladapo, MD, PhD</b> State Surgeon General Department of Health	3/20/2023   1:06 PM EDT	 _____ <b>Eric S. Hall, Ed. D.</b> Commissioner Department of Juvenile Justice	3/20/2023   1:27 PM EDT
 _____ <b>Dennis W. Moore</b> Director Guardian ad Litem	3/16/2023   10:15 AM EDT		

**ATTACHMENT I**  
**Community Services**

Agency	Eligibility	Community Services	Cost Sharing Principles
<b>AHCA- Medicaid</b>	Eligible for Florida Medicaid Services	Services available through the Medicaid State Plan and Statewide Medicaid Managed Care (SMMC) expanded benefits and in-lieu-of service (ILOS) programs as described in the Medicaid coverage policies. Medicaid services are provided through Fee-for-service (FFS), or health plans, including specialty plans.	Children will receive Medicaid services when they meet the eligibility for that service and meet medical necessity criteria. Other programs will not provide services to Medicaid eligible populations for Medicaid compensable services. In most cases, services must be provided through health plans.
<b>APD</b>	A developmental disability as defined in Chapter 393 F.S. Person is on the Developmental Disabilities Individual Budgeting Waiver, on the waiting list for the Medicaid Waiver, or is an APD client not eligible for the Medicaid 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 when those services are not available through other programs.	To the extent that services are not available through other agencies' programs, APD will be involved in identifying what services can be provided by APD, that are medically necessary, when person is determined by APD as eligible for APD services. If person is eligible for APD services but is not on the Developmental Disabilities Individual Budgeting Waiver, APD may use non-waiver funds to provide short-term needs to alleviate emergency situations. Chapter 393, F.S. defines the priority order for enrollment on the Waiver.
<b>DCF-Child Child and Family Well-Being</b>	Children and/or family for whom a call has been made to the DCF hotline regarding at risk of or suspected abuse and/or neglect, and the child/family will/or is receiving case management and preventive services from the Community Based Care (CBC) Lead Agency's case managed provider.	Services that address the child and family's need for permanency, safety, and well-being associated with the at risk of or existing or impending risk of abuse and neglect. This can include reference to Hope Florida, parent education programs, family-support services, and evidence based services that are available to prevent removals.	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 or a prevention plan, the room and board rate for licensed foster care, as well as the specialized programs/treatment that child needs.

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<b>DCF- Substance Abuse and Mental Health (SAMH)</b>	Target populations include children and adolescents with a serious emotional disturbance, a substance use disorder and those at risk of developing these conditions, per Chapters 394, F.S., and 397, F.S.	The array of community based services and supports provided to children and adolescent are specified in Ch. 65E-14, FAC. These services and supports include a range of in-home, community and office-based services funded through the Substance Abuse and Mental Health Block grant, state general revenue funds and the Behavioral Health Network (BNET).	DCF/SAMH funds services and supports for eligible children and adolescents that are not covered by a third party, to include Medicaid and private insurance.
<b>DOE</b>	Children enrolled in the public school system as well as private school students and home schooled students.  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.	Responsible for providing all services associated with an appropriate educational program.
<b>DOH- Children's Medical Services (CMS) Health Plan</b>	Meets the eligibility requirements for serious and chronic special health care needs, per Chapter 391.029, F.S.	Medicaid specialty plan and CHIP/KidCare plan provides comprehensive (medical, dental, transportation, and behavioral health) services for children with special health care needs. Offers care coordination for all enrollees.	Per Chapters 409 and 391, CMS Health Plan is responsible for providing the full array of medical, dental, behavioral, and transportation and care coordination services that are included in the benefit package for children eligible through Titles XIX and XXI, Social Security Act and Medicaid. CMS Health Plan also offers in-person home-visiting for the child.

## ATTACHMENT I

### Community Services

Agency	Eligibility	Community Services	Cost Sharing Principles
<b>DOH – Medical Foster Care</b>	<p>Eligibility for Medical Foster Care is determined by the Children's Multidisciplinary Assessment Team (CMAT) process.</p> <p>Criteria includes children with serious and chronic health conditions that require out of home placement.</p>	<p>Medical Foster Care services include:</p> <ul style="list-style-type: none"> <li>• Room and board</li> <li>• Assisting with activities of daily living and instrumental activities of daily living</li> <li>• Coordination of care</li> <li>• Health care management and monitoring</li> <li>• Medication monitoring and administration</li> <li>• Monitoring vital signs</li> <li>• Participating in and coordinating all educational activities</li> <li>• Providing transportation to all scheduled appointments.</li> </ul> <p>Through DOH Children's Medical Services, MFC efforts include:</p> <ul style="list-style-type: none"> <li>• Management of MFC program</li> <li>• Recruitment of MFC parents</li> <li>• Onboarding including initial MFC program training, and assistance with Medicaid provider application</li> <li>• Ongoing annual specialized training for MFC parents</li> <li>• Child specific training</li> <li>• Ongoing oversight and assessment of the MFC parent's responsibilities and care of the MFC child</li> </ul>	<p>The cost sharing principles in for the Medical Foster Care program includes room and board rate provided by DCF Child Welfare.</p> <p>Medicaid, through their Managed Care Plans, pays for the daily level of care provided by the Medical Foster Care Parent who is a Medicaid Provider.</p> <p>The DOH MFC program, as referenced in Florida Administrative Code (FAC) 65C-28.004) provides multidisciplinary management of the MFC program and MFC parent in context of the individual child in in their home. This includes ongoing training, assessment of care inclusive of strengths, needs, documentation standards, observation through community and home visiting, system of care collaboration, and linkage to necessary resources to meet needs.</p> <p>The MFC program helps ensure community integration support for foster children who are determined medically complex pursuant to Chapter 391.028(2)(d) F.S. and FAC 65C-30.001, and are medically stable to be admitted into the program with an appropriate MFC parent available to meet their level of need. The MFC program provides initial transition support for reunification and adoptions for medically complex children and youth.</p>

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<b>DOH- Early Steps</b>	Early Steps, within the Division of Children's Medical Services at the Florida Department of Health, serves families with infants and toddlers, birth to thirty six (36) months of age, who have developmental delays or an established condition likely to result in a developmental delay.	Each child receives an Individualized Family Support Plan that meets his or her needs. Families and caregivers also receive support to develop the skills and confidence they need to help their children learn and develop.  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.	Early Steps is the payer of last resort for services not otherwise covered by third-party insurance and/or Medicaid.
<b>DJJ</b>	Youth who are participating in prevention services or those who have a law infraction and have been referred to the department and are receiving services either in the community or in a custodial setting (detention or commitment).	Services include those that address a youth's risk factors or a youth's probability of re-offending. Substance abuse, mental health, and physical health services may be provided as well as specialized services for eligible youth with developmental disabilities. Evidence-based mental health, behavioral health, or substance abuse services may be provided to youth and their families.	Medicaid may be available to pay for services, when all federal requirements are met. When Medicaid is not available and the child is eligible for services from these agencies, funding for services should be equitably shared among the agencies.
<b>GAL</b>	Any child who is involved with Dependency Court Proceedings associated with allegations of abuse and neglect as defined in Chapter 39 of the Florida Statutes.	Services provided by a multidisciplinary team that is appointed by the Dependency Court to provide community advocacy and legal representation to protect the rights and best interests of children involved in a court proceeding primarily due to abuse and/or neglect. The GAL team makes independent recommendations to the court by focusing on the needs of each child. The Guardian ad Litem advocates for the child they represent through every stage of the dependency case.	N/A

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Agency	Eligibility	Community Services	Cost Sharing Principles
<b>Division of Early Learning (DEL/DOE)</b>	<p>A child (birth through age 12) may be enrolled in School Readiness through a child care referral from DCF/DEO (Workforce Temporary Assistance for Needy Families - TANF), DCF Protective Service referrals, or is exempt from work requirements as defined in Florida Administrative Code 6M-4.200 School Readiness Eligibility Provisions.</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&amp;R) services are available to all families requesting 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 children in Florida who are 4 years old by September 1 of the enrollment year. Parents whose children are born from Feb. 2 through Sept. 1 of a calendar year may choose to enroll their child in VPK either that year or the next when their child is 5 years old. VPK Specialized Instructional Services (SIS) offers intervention services for children with a disability, as evidenced by a current individualized education plan (IEP).</p> <p>CCR&amp;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 and other state agencies as well as providing information and referrals related to child care and community resources.</p>



**ATTACHMENT I**  
**Community Services**

Agency	Eligibility	Community Services	Cost Sharing Principles
DEL <i>continued</i>		<p>DEL maintains a toll-free number 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 collaborate with local service providers to support each family's specific needs. 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>	

**ATTACHMENT I**  
**Residential Services**

<b>Agency</b>	<b>Eligibility</b>	<b>Residential Services</b>	<b>Cost Sharing Principles</b>
<b>AHCA-Medicaid (Behavioral Health)</b>	Same as in the Community Service section with special clinical requirements for each program.	Behavioral Health Overlay Services (BHOS), Statewide Inpatient Psychiatric Program (SIPP), Therapeutic Foster Care, and Therapeutic Group Care.	Florida Medicaid reimburses a per diem rate for the residential services listed in the Fee-for-service delivery system. The health plans have the flexibility to negotiate a mutually agreed upon rate.  DCF pays for the room and board for children in its care and custody.
<b>AHCA-Medicaid (Medical Foster Care)</b>	Refer to DOH CMS Medical Foster Care section	Refer to DOH CMS Medical Foster Care section	Refer to DOH CMS Medical Foster Care section

**ATTACHMENT I**  
**Residential Services**

<b>Agency</b>	<b>Eligibility</b>	<b>Residential Services</b>	<b>Cost Sharing Principles</b>
<b>APD</b>	Same as in the Community Service section, and when residential care has been determined as a necessary service.	Residential care in APD-licensed residential facilities and outside of the Developmental Disabilities Individual Budgeting waiver, Intermediate Care Facilities for individuals with Developmental Disabilities.	<p>For children who are eligible for multiple agency services that provide specialized residential programs or treatment such as DJJ and SAMH. APD will be involved in identifying what services can be provided by APD, that are medically necessary when a person is determined by APD as eligible for APD services.</p> <p>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>
<b>DCF-Child and Family Well-Being</b>	Requires a court order for placement and a suitability assessment under F.S. 39.407, recommending placement in a specialized therapeutic group home or statewide inpatient psychiatric program licensed by AHCA.	CBC Lead Agency may consider placement in a residential treatment center when a child presents with an emotional disturbance or a serious emotional disturbance, and the child is expected to benefit from mental or behavioral health treatment.	<p>DCF, through the CBC Lead Agency, pays the room and board enhanced rate for children placed in residential treatment programs, as well as coordination across funding sources.</p> <p>Medicaid pays for treatment in a specialized therapeutic group home or statewide inpatient psychiatric program.</p> <p>For children who are eligible for specialized residential programs/treatment from multiple agencies and Medicaid is not providing for specialized residential treatment/program, the agencies involved with the child 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.</p>

**ATTACHMENT I**  
**Residential Services**

Agency	Eligibility	Residential Services	Cost Sharing Principles
<b>DCF-SAMH</b>	<p>Per Ch. 394.4781(1) F.S., children and adolescents eligible for residential mental health treatment have been determined by a psychiatrist or psychologist to have a severe emotional disturbance. Section 65E-9.008, F.A.C. outlines requirements for the written recommendation of a qualified evaluator as defined in section 39.407, F.S. for children in the Departments custody and a written recommendation from a clinical psychologist or licensed psychiatrist for children in parental custody.</p> <p>Ch. 397 outlines the placement criteria for voluntary and involuntary admissions to residential substance abuse treatment.</p>	<p>Residential mental health treatment placements funded by general revenue funds are outlined in Ch. 65E-14, F.A.C. and include specialized therapeutic foster homes, therapeutic group homes and residential treatment centers/hospitals. Ch. 65E-14, F.A.C. also outlines the array of substance abuse residential treatment services provided to children and adolescents.</p>	<p>DCF/SAMH funds services and supports for eligible children and adolescents that are not covered by a third party, to include Medicaid and private insurance.</p>

**ATTACHMENT I**  
**Residential Services**

Agency	Eligibility	Residential Services	Cost Sharing Principles
DOE	Children with disabilities	<p>If the 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 § 300.104.</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>May pay for residential treatment under limited circumstances.</p> <p>School district funds educational program through contractual arrangement.</p>

**ATTACHMENT I**  
**Residential Services**

Agency	Eligibility	Residential Services	Cost Sharing Principles
<p><b>DOH-CMS Medical Foster Care</b></p>	<p>Eligibility for Medical Foster Care is done through the Children's Multidisciplinary Assessment Team (CMAT) process.</p> <p>Criteria includes children with serious and chronic health conditions that require out of home placement.</p>	<p>Medical Foster Care services include:</p> <ul style="list-style-type: none"> <li>• Room and board</li> <li>• Assisting with activities of daily living and instrumental activities of daily living</li> <li>• Coordination of care</li> <li>• Health care management and monitoring</li> <li>• Medication monitoring and administration</li> <li>• Monitoring vital signs</li> <li>• Participating in and coordinating all educational activities</li> <li>• Providing transportation to all scheduled appointments.</li> </ul> <p>DOH CMS MFC program services include:</p> <ul style="list-style-type: none"> <li>• Management of MFC program</li> <li>• Recruitment of MFC parents</li> <li>• Onboarding including initial MFC program training, and assistance with Medicaid provider application</li> <li>• Ongoing annual specialized training for MFC parents</li> <li>• Child specific training</li> <li>• Ongoing oversight and assessment of the MFC parent's responsibilities and care of the MFC child</li> <li>• Home and community visiting</li> </ul> <p>Advocacy, collaboration and linkage to necessary resources to meet needs of MFC parents, MFC child, and birth or adoptive parents.</p>	<p>The cost sharing principles in for the Medical Foster Care program includes room and board rate provided by DCF Child Welfare.</p> <p>Medicaid, through their Managed Care Plans, pays for the daily level of care provided by the Medical Foster Care Parent who is a Medicaid Provider.</p> <p>The DOH CMS-MFC program provides multidisciplinary team management of the MFC program and MFC parent in context of the individual child in their home. This includes ongoing training and assessment of care inclusive of strengths, needs, documentation standards and observation through community and home visiting; along with system advocacy/collaboration and linkage to necessary resources to meet needs.</p> <p>The MFC program helps ensure community integration and helps to prevent or minimize institutionalization care of medically complex children. The MFC program helps improve reunification and adoption outcome for medically complex children/youth.</p>

**ATTACHMENT I**  
**Residential Services**

Agency	Eligibility	Residential Services	Cost Sharing Principles
DJJ	Youth served by DJJ who have been determined to be in need of residential DJJ commitment.	DJJ operates multiple levels of residential facilities for commitment due to delinquency for youth who have been adjudicated delinquent.	DJJ is fully responsible for the cost of commitment programs.
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 multidisciplinary team that is appointed by the Dependency Court to provide community advocacy and legal representation to protect the rights and best interests of children involved in a court proceeding primarily due to allegations of abuse and/or neglect. The GAL team makes independent recommendations to the court by focusing on the needs of each child. The Guardian ad Litem advocates for the child they represent through every stage of the dependency case	N/A
Division of Early Learning (DOE)	Same as community services	Does not provide residential care.	N/A

## ATTACHMENT II

### Definitions

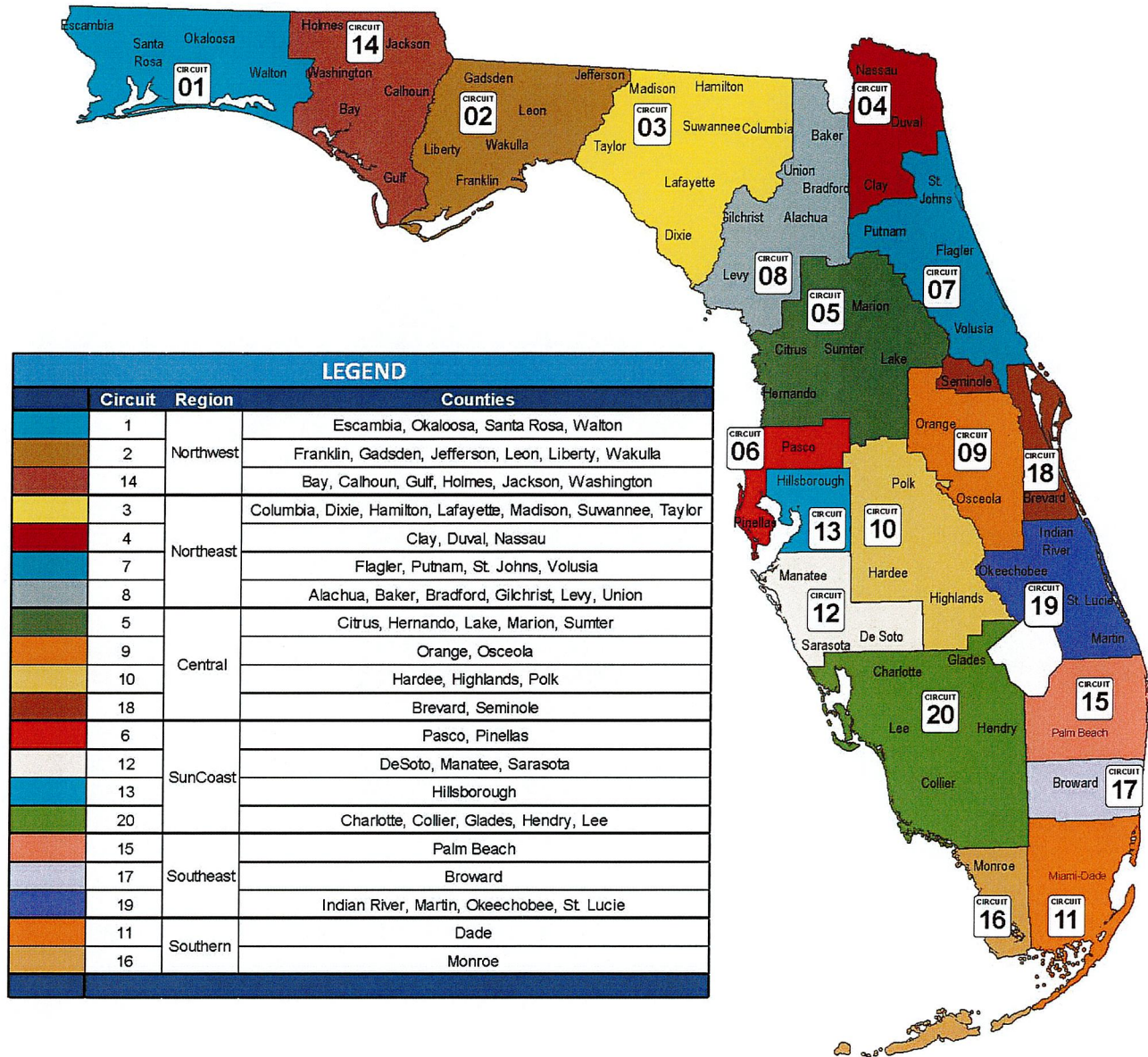
<b>Region</b>	<b>Judicial Circuits</b>
Northwest	1, 2, 14
Northeast	3,4, 7, 8
SunCoast	6, 12, 13,20
Central	5, 9, 10, 18
Southeast	15,17,19
Southern	11, 16
<b>Judicial Circuit</b>	<b>Counties</b>
1	Escambia, Santa Rosa, Okaloosa, Walton
2	Gadsden, Liberty, Franklin, Wakulla, Leon, Jefferson
3	Madison, 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 eighteen (18) or twenty-one (21), as determined by statute and regulation for varying program services.
Community Services	Services provided to children in the community in the least restrictive setting to avoid residential placement.
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

### Florida Judicial Circuits and Regions



## **ATTACHMENT IV**

### **Section 402.56, Florida Statutes**

- (1) **SHORT TITLE.**-This act may be cited as the "Children and Youth Cabinet Act."
- (2) **LEGISLATIVE FINDINGS AND INTENT.**-
  - (a) The Legislature finds that all state agencies and programs that touch the lives of children and youth must work in a coordinated and comprehensive fashion, with an emphasis on providing a continuum of services that benefit children from prenatal care through programs supporting successful transition to self-sufficient adulthood. The Legislature further finds that creating a Children and Youth Cabinet is the best method by which the state might achieve the visions and plans necessary to ensure that this state is the first place families think of when asked, "Where do you want to raise a child?"
  - (b) The Legislature, in collaboration with the Governor, intends to develop and implement a shared vision among the branches of government in order to improve child and family outcomes in this state. By working collaboratively, the Legislature intends to invest in the education and skills of our children and youth, develop a cohesive vision and plan that ensures a long-term commitment to children and youth issues, align public resources serving children and youth to support their healthy growth and development, and promote increased efficiency and improved service delivery by all governmental agencies that provide services for children, youth, and their families.
- (3) **ORGANIZATION.**-There is created the Children and Youth Cabinet, which is a coordinating council as defined in s. 20.03.
  - (a) The cabinet shall ensure that the public policy of this state relating to children and youth is developed to promote interdepartmental collaboration and program implementation in order that services designed for children and youth are planned, managed, and delivered in a holistic and integrated manner to improve the children's self-sufficiency, safety, economic stability, health, and quality of life.
  - (b) The cabinet is created in the Executive Office of the Governor, which shall provide administrative support and service to the cabinet.
  - (c) The cabinet shall meet at least four times each year, but no more than six times each year, in different regions of the state in order to solicit input from the public and any other individual offering testimony relevant to the issues considered. Each meeting must include a public comment session.
- (4) **MEMBERS.**-The cabinet shall consist of 16 members including the Governor and the following persons:

#### ATTACHMENT IV

- (a)
    - 1. The Secretary of Children and Families;
    - 2. The Secretary of Juvenile Justice;
    - 3. The director of the Agency for Persons with Disabilities;
    - 4. The director of the Office of Early Learning;
    - 5. The State Surgeon General;
    - 6. The Secretary of Health Care Administration;
    - 7. The Commissioner of Education;
    - 8. The director of the Statewide Guardian Ad Litem Office;
    - 9. The director of the Office of Adoption and Child Protection;
    - 10. A superintendent of schools, appointed by the Governor; and
    - 11. Five members who represent children and youth advocacy organizations and who are not service providers, appointed by the Governor.
  - (b) The President of the Senate, the Speaker of the House of Representatives, the Chief Justice of the Supreme Court, the Attorney General, and the Chief Financial Officer, or their appointed designees, shall serve as ex officio members of the cabinet.
  - (c) The Governor or the Governor's designee shall serve as the chair of the cabinet.
  - (d) Nongovernmental members of the cabinet shall serve without compensation, but are entitled to receive per diem and travel expenses in accordance with s. 112.061 while in performance of their duties.
- (5) DUTIES AND RESPONSIBILITIES.-The Children and Youth Cabinet shall:
- (a) Develop and implement a shared and cohesive vision using integrated services to improve child, youth, and family outcomes in this state.
  - (b) Develop, no later than December 31, 2007, a strategic plan to achieve the goals of the shared and cohesive vision. The plan shall be centered upon a long-term commitment to children and youth issues and align all public resources to serve children and youth and their families in a manner that supports the healthy growth and development of children. The plan shall prepare the children and youth to be responsible citizens and productive members of the workforce. The plan shall include a continuum of services that will benefit children from prenatal care through services for youth in transition to adulthood.

#### ATTACHMENT IV

- (c) Develop and implement measurable outcomes for each state department, agency, and program that are consistent with the strategic plan. The cabinet shall establish a baseline measurement for each outcome and regularly report on the progress made toward achieving the desired outcome.
  - (d) Design and implement actions that will promote collaboration, creativity, increased efficiency, information sharing, and improved service delivery between and within state governmental organizations that provide services for children and youth and their families. In particular, the efforts shall include the long-range planning process mandated by. 216.013.
  - (e) Foster public awareness of children and youth issues and develop new partners in the effort to serve children and youth.
  - (f) Create a children and youth impact statement for evaluating proposed legislation, requested appropriations, and programs. The impact statement shall be shared with the Legislature in their deliberative process.
  - (g) Identify existing and potential funding streams and resources for children's services, including, but not limited to, public funding, foundation and organization grants, and other forms of private funding opportunities, including public-private partnerships.
  - (h) Develop a children-and-youth-based budget structure and nomenclature that includes all relevant departments, funding streams, and programs. The budget shall facilitate improved coordination and efficiency, explore options for and allow maximization of federal financial participation, and implement the state's vision and strategic plan.
  - (i) Engage in other activities that will implement improved collaboration of agencies in order to create, manage, and promote coordinated policies, programs, and service delivery systems that support children and youth.
- (6) **ADVISORY BOARD.**-The Governor may appoint an advisory board to assist the cabinet in its tasks. The board shall include persons who can provide to the cabinet the best available technical and professional research and assistance. If an advisory board is created, it shall include representatives of children and youth advocacy organizations and youth, wherever practicable, who have been recipients of services and programs operated or funded by state agencies.
- (7) **ANNUAL REPORT.**-The Children and Youth Cabinet shall, by February 1 of each year, provide an annual report to the Governor, the President of the Senate, the Speaker of the House of Representatives, and the public concerning its activities and progress towards making this state the first place families think of when asked, "Where do they want to raise their children?" The annual report may include recommendations for needed legislation or rulemaking authority.