

Interagency Agreement
Between
Florida Department of Children and Families, Circuits 3 & 8
Florida Department of Juvenile Justice, Circuit 3
Florida Agency for Persons with Disabilities
Florida Agency for Health Care Administration
and
Florida Department of Health/Children's Medical Services
To Coordinate Services for Children Served by More Than One Agency

The Department of Children and Families (DCF), Circuits 3 and 8, the Department of Juvenile Justice (DJJ), Circuit 3, the Agency for Persons with Disabilities (APD), the Agency for Health Care Administration (AHCA), and the Department of Health (DOH) enter into this Interagency Agreement to coordinate services and supports for children in Circuit 3. The coordination of services and supports across agencies is critical to positive outcomes for Florida's Children. 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 specific terms and conditions of this agreement are as follows:

I. Effective Date

The terms of this Interagency Agreement shall begin on the date of the last signature and shall continue until July 2011. The agreement shall be periodically reviewed by the parties and, if necessary, be renegotiated as needed. This agreement may be renewed annually thereafter, upon the agreement of all parties.

II. Local System of Operating an Inclusive, Comprehensive Care, Local Review Team and Systems Review Team

In an effort to develop a systems approach and promote the local coordination that is necessary, this Interagency Agreement formalizes interagency collaboration between the Department of Children and Families (child welfare and mental health services), the Department of Juvenile Justice, the Agency for Persons with Disabilities, the Agency for Health Care Administration, and the Department of Health – Children's Medical Services. The DCF Circuit Administrator for Circuits 3 and 8, DJJ Circuit Coordinator for Circuit 3, APD Area Administrator, AHCA Administrator and the DOH/Children's Medical Services Regional Director for the North Central Region shall establish or continue (if previously established under the 2006 Interagency Agreement) a Local Review Team (LRT) to meet regularly each month in Circuit 3. Each local participating agency may select and send a designee to Local Review Team (LRT) meetings. In addition to Circuit Coordinators, Regional Directors and Area Administrators, local non-state, and community-based care agencies will also participate on behalf of children who are involved with the child welfare system. Each participating agency shall also participate in a quarterly systems review team meeting. The purpose of this meeting will be to review problem areas that were encountered in the local review team meetings and strategize for possible improved intervention in the future.

A. Purpose of Local Review Team Meetings

The purpose of the multi-agency Local Review Team (LRT) is to update a jointly served youth's progress or lack of progress with Review Team members, project issues in individual cases that may become problematic in the future, including a discussion of agencies that may be involved and what can be done

to offset or pre-solve future problems, at least, in concept, and collaborate on systemic issues and identify potential resources that may solve an agency's inability or difficulty in resolving service delivery problems. If unable to resolve systemic issues, the LRT will identify these issues or unmet needs for referral to the quarterly systems review meetings. These meetings are not intended to replace an agency's individualized case specific teams, such as Children's Multidisciplinary Assessment Team (CMAT) meetings or permanency staffings. Each meeting is youth and case sensitive, but only in bringing together different service resources that may collectively bring about the greatest possibility of a positive outcome for the child. Illustrative of but not limited to the type of issues/problems that may be brought to the attention of the local Review Team include:

1. Notification and coordination between agencies for children referred for competency evaluations.
2. Identification and review of placement of service needs for children waiting for services from any of the agencies participating in the Review Team process.
3. Review of resource capacity of local systems for care, and identification of needed resources that will that be referred to the semi-annual systems review..
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 professionals are not able to reach resolution. The local Review Team shall review issues in the delivery of services and identify policies that may hinder coordination among the agencies. These policy issues may be referred to the systems review team for possible resolution. The systems review team may jointly collaborate on the development of any specialized resources.
8. Illustrative of the type of jointly served cases, but not limited to, the totality of cases that may be brought to the local Review team include:
 - a. Children who have mental health issues seeking placement in DCF residential treatment programs. (*Refer to Section III-C, Children's Mental Health in this Agreement.*)
 - b. Children who have developmental disabilities seeking services from APD or placement in APD licensed facilities or group homes.
 - c. 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 include in this agreement.
 - d. Children with complex medical issues requiring DOH-CMS involvement who also require services from one or more of the agencies included in this agreement.
 - e. Children who have committed sexual offenses against a sibling and who cannot return to their home after DJJ detention or residential commitment.
 - f. Children who are refused placement by their parent or court ordered/legal guardian. (*Refer to Section III-A, Lock-Outs in this Agreement.*)
 - g. Children who are adjudicated dependent and involved with DJJ, and require services from one or more of the agencies included in this agreement.
 - h. Children who are adjudicated dependent and are ready for release from DJJ custody (secure detention or residential commitment).
 - i. 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.

- j. Foster children who are within 6 months of aging out of care and who have developmental disorders, significant health issues, or who are in the custody of DJJ.
- k. Any other jointly-served child with a unique and challenging set of needs that may require the assistance of the local Review Team.

Meetings of the Local Review Team will be held monthly to discuss and address systemic issues and/or specific youth's needs from a variety of service agencies. Emergency needs of a youth may require the Local Review Team to meet immediately, at the initiation of the service agency that has first recognition of the problem(s). A child's Champion advocate is empowered to convene a meeting of the LRT at any reasonable time, if such action is necessary to access the appropriate services for the child. If child specific issues identified by the Local Review Team cannot be resolved through LTR process, the case shall be referred to the systems review team or Headquarters Rapid Response Team. The Champion shall contact executive leadership within his/her agency to assist in coordinating this meeting.

B. Systems Review Team

An interagency Systems Review Team (SRT) shall be established to address global problems involved in interagency cooperation, collaboratively address needed resources, and assist, as needed, in meeting the emergency needs of youth. The systems review team shall meet at least quarterly. The SRT shall be composed of representatives of DCF (Child Welfare and Mental Health Services), DJJ, APD, AHCA, and DOH (Childrens Medical Services). The SRT may convene for emergency staffing upon receipt of a request from the local review team.

C. Appointment of *Champion* Advocate by Local Review Team

As a function of the Local Review Team (LRT), it is imperative that when the needs of an individual child will, by their nature, require "a coordinated multi-agency integrated service team approach to meet the child's needs, an advocate or *Champion* may be appointed from the LRT's membership, who will guide the process of acquiring available resources to meet the child's needs. The *Champion* shall accomplish this goal through unifying the efforts and activities of the multiple agencies serving the child. The *Champion* shall work closely with LRT members to ensure that the specific agencies provide assistance in resolving the needs of the child, both from the *Champion's* own agency and from the other agencies. This assistance may be through the Local Review Team, the systems review team, the Statewide Review Team, or through individual direct contact with appropriate executive level agency management, depending on the urgency and complexity of the child's needs. The *Champion* should work through the executive leadership of the *Champion's* own agency before making direct contact with the executive leadership of other agencies.

III. Procedures for Providing Services in Serious, Frequently-Occurring Cases or Problematic Issues

A. CHILDREN DENIED SHELTER (LOCKOUTS)

1. To encourage interagency cooperation and to coordinate services provided to children who are or may be "locked out" of the home, the agencies agree as follows:

a. Non-emergency

- The LRT will meet at least monthly or as needed to address potential or emergency "lockout" situations. (These lockouts shall mostly pertain to DJJ youth who are being

released from residential commitment or detention, and the parent/guardian has indicated an unwillingness to accept responsibility for the child. It will also include those youth in which the home condition would preclude the child returning, such as a sex offender returning to the home of the victim.) . The team shall focus on the service and legal needs of youth who are without shelter because their parent or legal guardian refuses to accept responsibility for the youth, and who have current involvement with the Department of Juvenile Justice. They may or may not have current involvement with the Department of Children and Families. The team shall be co-chaired by the Partnership for Strong Families Quality Operations Manager and the DJJ CPO or their designees. As appropriate to the specific case, other members shall consist of representatives of DCF Child Protective Investigations (CPI), Child Welfare Legal Services, DCF SAMH, DJJ Probation and Community Corrections, DJJ Detention, DJJ Residential, APD representatives, and the CDS CINS/FINS program.

The CDS CINS/FINS representative shall maintain a list of family preservation services available locally to facilitate the return of a child previously under DJJ detention or commitment to the home and a list of the available alternative residential resources.

b. Emergency Lockouts

DJJ, upon presentation of a youth who:

- Does not meet criteria for either initial or continued secure detention placement and
- The parent or legal guardian indicates an unwillingness to accept responsibility for the child,
- Begin an immediate dialog with DCF and/or PFSF regarding youth

Shall perform the following functions:

- Explain to the parents or legal guardian other services that may be available to facilitate the return of the child to the home and explore alternative placements for the child, including relatives, friends and previous placements.
- Explore possible services or placement possibilities with other involved or previously involved providers.
- Explore alternatives with the local CPI supervisor and/or OPA.
- Once DJJ has exhausted every effort to avoid lockout, they shall make a report through the Florida Abuse Hotline when there is less than one business day remaining before the parent or legal guardian is legally required to take physical custody of the child and refuses to do so.
- Contact the local DCF supervisor to advise that an abuse report has been filed.

DCF, upon receipt of the abuse report

- Shall accept through the Florida Abuse Hotline, any report by DJJ of a child whose parent or legal guardian has willfully rejected parental responsibilities by refusing to

provide shelter for the child, and shall pursue such reports according to the requirements of Chapter 39, Florida Statutes.

- Shall follow their agency guidelines regarding securing an alternative living arrangement for the youth.
- Shall explain the possibility of dependency proceedings to the parent or guardian
- DCF shall advise DJJ of the location of the DCF placement.

C. DCF and/or DJJ may request an emergency meeting of the local review team or the systems review team to strategize regarding placement for any challenging family. At the meeting team members will review actions already taken and attempt to develop a plan to address the emergency placement issue.

D. DJJ/DCF shall conduct a review of this case at the next scheduled LRT meeting. The review shall address the steps that were taken and look for any areas for improvement.

2. Children's Medical Services

CMS responsibilities include attending the staffing, making recommendations, and assessing the eligibility of the child for CMS sponsorship (where no other funds are available and the child is otherwise eligible. If eligible for CMS, a nurse care coordinator will be assigned who will work with the other agencies to coordinate care and follow up.

3. Agency for Persons with Disabilities

APD responsibilities include attending the LRT meeting and/or interagency staffing, upon request, making recommendations, and assessing the eligibility of the child for APD services upon referral. If eligible for APD, a support coordinator will be assigned who will work with the other agencies to coordinate services and follow-up.

B. CHILDREN'S SUBSTANCE ABUSE

1. In order to assist eligible children who have substance abuse problems or who exhibit risk factors for substance abuse in becoming self-sufficient and addiction free, the agencies agree to the following:

1). DJJ Responsibilities:

- Conduct a basic substance abuse screening of all children during the initial intake phase to determine appropriateness and eligibility for substance abuse services.
- If appropriate, provide the local DCF Substance Abuse and Mental Health office a SAMH-2 Assessment on all children screened who are identified as at-risk for substance abuse or exhibit symptoms of substance abuse and generate a written summary of any findings.

- In those cases where the juvenile meets the criteria for involuntary placement under Chapter 397, DJJ shall refer the juvenile to the Substance Abuse Detoxification Center.
- In those cases where the juvenile meets the placement criteria for residential treatment, DJJ shall refer the juvenile to a DCF licensed residential substance abuse treatment facility. If the facility is operated under contract to DCF, DJJ shall coordinate this placement with DCF.

2). DCF Responsibilities:

- Provide DJJ with a listing of local resources available to children who have been determined to be at risk for substance abuse or who are found to be exhibiting symptoms of substance abuse. This shall include an update on the availability of beds in addictions receiving facilities, detoxification facilities, and residential treatment facilities upon request.
- Provide DJJ staff with an updated SAMH Resource Guide annually.
- Contingent on the availability of funds, fund programs that serve children who are under DJJ supervision through intake, probation, or conditional release and who are using or abusing substances.
- Locally plan the implementation of the purchase of substance abuse treatment services with the DJJ CPOs.
- SAMH Program Office shall meet semi-annually with DJJ Probation and Community Corrections Liaison Staff, or as needed to address:
Access Issues
Funding availability
Memorandum of Agreement
Consult on local SAMH needs for DJJ youth

The Substance Abuse Prevention Coordinator or DJJ CPO may initiate these meetings

- Locally identify the level of funding and services to be purchased for children who are under the supervision of the DJJ and consult with the local DJJ staff in this process.
- Contingent on the availability of funds, ensure that services are provided to juveniles referred to the Substance Abuse Detoxification Center for stabilization if the juvenile meets the placement criteria under Chapter 397.
- Contingent on the availability of funds, ensure that services are provided to juveniles referred to DCF licensed residential substance abuse treatment facilities, if the juvenile meets the placement criteria.

3). DJJ and the local DCF Substance Abuse and Mental Health Program Office shall meet annually, prior to awarding service contracts, to determine the type of services (e.g., residential, outpatient, etc.) needed for eligible juveniles. The SAMH contact for Children's Substance Abuse services is the Substance Abuse Prevention Coordinator. DCF contracts with providers who have Children's Substance Abuse programs shall include language that specifies that Juvenile Justice Youth are a primary referral source.

4). Children's Medical Services (CMS)

- CMS responsibilities include attending staffing, making recommendations, and assessing the eligibility of the child for CMS sponsorship (where no other funds are available and the child is otherwise eligible. If eligible for CMS, a nurse care coordinator will be assigned who will work with the other agencies to coordinate care and follow-up.

5) Agency for Persons with Disabilities

APD responsibilities include attending the monthly LRT meeting and/or interagency staffing, upon request, making recommendations, and assessing the eligibility of the child for APD services upon referral. If eligible for APD, a support coordinator will be assigned, who will work with the other agencies to coordinate services and follow-up.

C. CHILDREN'S MENTAL HEALTH

In order to assist eligible children who have mental health issues, the agencies agree to the following:

1. DJJ Responsibilities:

- 1) Screen all children at intake for mental health symptoms.
- 2) Complete an assessment on all children identified as at-risk for substance abuse or exhibiting symptoms of mental illness and generate a written summary of any findings. The Summary Report may be shared with the local DCF Substance Abuse and Mental Health office.
- 3) Advise the parent or guardian of local mental health providers who can assist with the needs identified through assessment.
- 4) Meet with local DCF SAMH offices to determine the services available. The SAMH contact for children's mental health services is the Children's Mental Health Services (CMHS) Coordinator.
- 5) If a child in DJJ custody appears to meet the involuntary examination criteria as per s. 394.463(1), F.S., DJJ may request an involuntary examination in accordance with s. 394.463(2), F.S.
- 6) If DJJ, in consultation with the judicial system and the state attorney, determine that residential mental health treatment is the least restrictive treatment option for a child, DJJ shall complete a Residential Placement Packet and submit to the CMHS Coordinator for review and identification of available funding resources.

2. DCF Responsibilities:

- 1) Provide DJJ with a listing of contract providers and other local resources available to children who have been determined to be exhibiting symptoms of mental illness. This list will be updated at the beginning of each fiscal year.
- 2) Provide DJJ staff with a packet of Purchase of Therapeutic Services (POTS) and Residential Services forms. This packet will be updated annually and provided to DJJ at the beginning of each fiscal year.

- 3) Provide consultation to DJJ when requested to facilitate child/youth specific planning and coordination between agencies.
- 4) Accept referrals from DJJ and the guardian for residential mental health treatment, screen referrals for need and funding sources, educate DJJ and the guardian on the established process for accessing residential mental health treatment services and provide assistance throughout the referral and placement process, if residential treatment is required.
- 5) The CMHS Coordinator and the POTS Coordinator in the SAMH Program Office shall provide training semi-annually or as requested on accessing mental health treatment services and residential treatment.

3. Children's Medical Services Responsibilities:

CMS responsibilities include attending the staffing, making recommendations, and assessing the eligibility of the child for CMS sponsorship (where no other funds are available and the child is otherwise eligible. If eligible for CMS sponsorship, a nurse care coordinator will be assigned who will work with the other agencies to coordinate care and follow up.

4. Agency for Persons with Disabilities

APD responsibilities include attending the monthly LRT meeting and/or interagency staffing, upon request, making recommendations, and assessing the eligibility of the child for APD services upon referral. If eligible for APD, a support coordinator will be assigned, who will work with the other agencies to coordinate services and follow-up.

D. CHILDREN INCOMPETENT TO PROCEED

DCF provides treatment and training services to restore competency for children with mental retardation, mental illness or dually diagnosed with both mental retardation and mental illness that have allegedly committed a felony and pursuant to section 985.223, Florida Statutes, have been determined by the courts to be incompetent to proceed. To coordinate this process, the agencies agree as follows:

1. DCF:
 - 1) Juvenile Incompetent to Proceed (JITP) Coordinator shall compile the packet of commitment documents from the court and transmit them within two business days to DCF central office.
 - 2) Shall coordinate the community competency training for the youth or treatment in a secure facility.
 - 3) Competency training shall comply with FS 985.19
2. DJJ:
 - 1) Shall notify the LRT and JITP Coordinator of names of children with competency issues as soon as the information becomes available so that the JITP Coordinator can provide the information to the SAMH program office and/or Agency for Persons with Disabilities (APD).
 - 2) Is statutorily required to provide case management services to the youth. However, DCF has primary responsibility for the case
 - 3) Shall provide transportation to the training facility for both admission and release.
 - 4) Work with DCF in developing the written action plan for the youth while awaiting placement.

- 5) Maintain current information on the child's location and assist DCF with request for contact information for the child and his/her parent or guardian.
 - 6) Participate in initial and post-discharge staffing as needed.
 - a. Provide a copy of any applicable youth screening instruments at the initial staffing.
 - b. Coordinate transportation to court appearances for any child in the physical custody of DJJ prior to the court determination of incompetence.
3. PSF Family Care Counselor (FCC) has the following responsibilities:
- 1) Coordinate transportation to court appearances for any child in the temporary or permanent custody of DCF both prior to and after the court's determination of incompetence.
 - 2) Participate in initial and post-discharge staffing as needed.
4. Initial and Pre-discharge Staffings:
- 1) DCF and DJJ may hold an initial staffing after a JITP commitment order is entered to determine services needed while the child is on a wait list and/or other community services needed during community competency training. Participants at the staffing may include the following:
 - a. DJJ representative
 - b. SAMH representative;
 - c. APD representative (if child is developmentally disabled);
 - d. FCC (if child is in DCF custody);
 - e. School system representative.
 - 2) For children who are committed to the secure competency training facility, DCF and DJJ may hold a pre-discharge staffing with the same representatives no later than 7 days before discharge to determine post-discharge placement and services.
 - 3) When DJJ or DCF anticipates a possible failure of parents to pick up the child upon discharge, the pre-discharge staffing shall occur thirty (30) days before discharge or as soon as DJJ becomes aware of a possible failure to pick up. DJJ and DCF may use the Local Review Team (LRT) resolution procedures, if necessary.
4. Children's Medical Services (CMS) has the following responsibilities:
- CMS responsibilities include attending the staffing, making recommendations, and assessing the eligibility of the child for CMS sponsorship (where no other funds are available and the child is otherwise eligible. If eligible for CMS, a nurse care coordinator will be assigned who will work with the other agencies to coordinate care and follow up.
5. Agency for Persons with Disabilities
- APD responsibilities include attending the monthly LRT meeting and/or interagency staffing, upon request, making recommendations, and assessing the eligibility of the child for APD services upon referral. If eligible for APD, a support coordinator will be assigned, who will work with the other agencies to coordinate services and follow-up.

E. INVOLUNTARY CIVIL COMMITMENT OF SEXUALLY VIOLENT PREDATOR

DJJ, DCF, APD, PSF, DOH/CMS shall follow the guidance in this Interagency Agreement and applicable agency policies in proceedings involving involuntary civil commitment of sexually violent predators.

F. INVESTIGATIONS OF ABUSE OR NEGLECT IN DJJ PROGRAMS

In order to thoroughly investigate allegations of abuse or neglect in DJJ residential programs or facilities unless otherwise exempted by law or policy, the agencies agree to:

1) DJJ Responsibilities:

- a) The first responder shall report abuse or neglect to the Florida Abuse Hotline as required by s.39.201, Florida Statutes.
- b) Notify the Central Communications Center (CCC) of alleged abuse or improper use of force as defined by the Florida Department of Juvenile Justice Policy number 8000.
- c) Ensure that incidents in which physical force or mechanical restraints are used are reported to and reviewed by the facility administrator within 24 hours.
- d) Post the telephone number of the Florida Abuse Hotline in areas routinely accessible by children or provide children the number in writing.
- e) Allow youth unimpeded reasonable access to call the Florida Abuse Hotline.
- f) Remove alleged perpetrators from contact with residents pending the outcome of the investigation.
- g) Assist the Child Protective Investigator (CPI) by helping to coordinate access to employees, residents or other witnesses who may have information pertinent to the investigation, as well as to records or other pertinent evidence.
- h) Develop specific procedures by which a facility will assess and ensure youth safety after being notified of an investigation and of verified findings. Implement a safety plan, developed in conjunction with DCF, and/or a corrective action plan to address verified findings. These plans may include, but are not limited to the following:
 - Limiting facility operations
 - Periodic, unannounced site visits for monitoring purposes
 - Daily site visits for monitoring purposes
 - Removal of the youth or all youth from the facility
 - Closure of a facility
 - Develop and/or provide training deemed necessary to ameliorate harm or threats of harm to children receiving services, as identified as a result of an institutional child protective investigation.
- i). Notify DCF within 30 days when there is a new facility or when a facility changes its name.

- j) Ensure that, upon notification of acceptance of a child abuse and neglect report by the Florida Abuse Hotline involving allegations of physical injury to a youth in a DJJ facility, the facility's medical staff, if available in the facility, examines the youth and reports the findings to the CPI assigned to the report.
- k). Provide DCF information concerning any administrative actions taken as a result of an allegation of abuse or neglect that has been verified by a DCF investigation as requested by DCF on a case by case basis.

2) DCF Responsibilities:

- a) Respond to and investigate allegations of abuse or neglect in DJJ facilities as provided by law.
- b) Notify the facility and the DJJ Facility Director that a Florida Abuse Hotline report has been made.
- c) Cooperate, coordinate and share information with DJJ Office of Inspector General, if requested.
- d) Upon initiating an investigation the CPI will begin by talking with facility management to discuss the allegations and the investigative process. The CPI will inform facility management as soon as there are sufficient findings to either exonerate or confirm abuse by the alleged perpetrator. In more ambiguous cases the CPI will keep facility management informed on the progress of the case and provide the final report when complete.
- e) Assess child safety of a youth in a DJJ facility, to include, but not be limited to the following factors:

- A caregiver has possibly harmed a youth or made credible threats to harm a youth, and may continue to have access to the youth.
- A youth has been targeted by other youth in the facility for physical or sexual assault and a staff member with knowledge of this has failed to take reasonable measure to assure the youth's safety.
- A youth has a serious medical condition requiring treatment and has been denied, or did not receive access to treatment.
- The alleged caregiver responsible has been the subject of multiple prior reports of maltreatment.
- Regular safety provisions of the facility are insufficient to assure that a youth does not experience harm.
- A youth's behavior or mental condition increases the likelihood that DJJ staff will need to employ Protective Action Response (PAR) frequently.
- Disciplinary or control policies/practices present a potential risk of harm.
- The facility has practices other than disciplinary or control that present a potential risk of harm (such as sanitation, safety or quality of life issues).
- Physical conditions of the facility pose a threat of harm.

3) DJJ shall develop specific procedures by which a facility will assess and ensure youth safety after being notified of an investigation and of verified findings. Implement a safety plan, developed in conjunction with DCF, and/or a corrective action plan to address verified findings. These plans may include, but are not limited to the following:

- Limiting facility operations
- Periodic, unannounced site visits for monitoring purposes

- Daily site visits for monitoring purposes
 - Removal of the youth or all youth from the facility
 - Closure of a facility
 - Develop and/or provide training deemed necessary to ameliorate harm or threats of harm to children receiving services, as identified as a result of an institutional child protective investigation.
- 4) DCF shall provide the appropriate DJJ regional office and DCF circuit office with a copy of the final report upon completion of all investigations.

VI. PROCEDURE FOR DUALY SERVED YOUTH

In order to ensure a comprehensive approach to providing seamless services to Dually Served Youth, the agencies agree to the following:

1. DJJ Responsibilities:

- 1) Participate in monthly staffings with PSF/DCF to discuss the status of dually served youth, e.g. foster care, protective supervision, probation, commitment, and conditional release, and to make available background and treatment plans, psychological evaluations and other assessments or treatment modalities.
- 2) Provide input for the Judicial Social Study Report to PSF/DCF related to services provided to the youth through the delinquency system within five workdays of request.
- 3) Inform PSF of youth detained in the detention center within two workdays of detainment.
- 4) Participate in multidisciplinary staffing for youth experiencing serious problems functioning in the community to determine optional treatment for the youth.
- 5) Participate in commitment transition staffings at least (90) days prior to the planned release date for the dually served youth.
- 6) Provide PSF a copy of the youth DJJ supervisory plan within three workdays of completion.

2. DCF and/or PSF Responsibilities:

- 1) Participate in monthly staffings with DJJ to discuss the status of the dually served youth, and to make available background and treatment plans, psychological evaluations and other assessments or treatment modalities.
- 2) Provide input to DJJ for the Pre-Disposition Report related to services provided to the youth through the dependency system within five workdays of request.
- 3) Inform DJJ of any youth change in status (e.g. case closure, entry or exit in foster care, change of living address) within one workday of the change.
- 4) Attend detention review or commitment staffing for dually served youth.
- 5) Participate in multidisciplinary staffing, when requested, for youth experiencing serious problems functioning in the community to determine optional treatment for the youth.
- 6) When requested, participate in commitment transition staffings at least (90) days prior to the planned release date for the dually served youth.

7) Inform DJJ of any dually served youth on runaway or absconded status within one workday of notification.

3. Children's Medical Services responsibilities:

Nursing supervisor or designee from CMS will attend the monthly staffing when requested. Research will be completed prior to staffing to determine if children scheduled for staffing are already on CMS. If they are already enrolled in CMS, the CMS designee will review the child's record so that an update can be provided. CMS responsibilities include attending the staffing and assessing the eligibility of children for CMS sponsorship (where no other funds are available and the child is otherwise eligible). If eligible for CMS, a nurse care coordinator will be assigned who will work with the other agencies to coordinate care and follow up.

4. Agency for Persons with Disabilities

APD responsibilities include attending the LRT meeting and/or interagency staffing, upon request, making recommendations, and assessing the eligibility of the child for APD services upon referral. If eligible for APD, a support coordinator will be assigned who will work with the other agencies to coordinate services and follow-up.

V. PROCEDURE FOR INFORMATION SHARING AND ACCESS

There will be regularly scheduled monthly meetings between DCF, DJJ, CMS and PSF for dual status youths. The PSF Quality Operations Manager will take the lead in scheduling regular monthly meetings, but additional meetings can be called by DCF, DJJ, CMS or PSF staff. All agencies shall participate in quarterly systems review team meetings and emergency SRT's when requested.

VI. INFORMATION SHARING AND RECORDS

Each agency will protect the rights of children with respect to records created, maintained, and used by public institutions and contract providers in accordance with applicable laws and regulations.

Necessary information concerning children, including information received from arrest, treatment/service, and the Florida Abuse Hotline Information System as well as data necessary to measure program outcomes, will be shared between agencies in accordance with applicable state and federal laws.

Each agency shall ensure that its contracts for services affected by the Agreement shall include provisions for confidentiality of records and information.

VII. ALLOCATION OF RESOURCES

The agencies agree to communicate and, where possible, coordinate services provided under this Agreement to ensure the effective and efficient use of funds and agree to maximize other funding sources. Funds used for services by each agency pursuant to this Agreement shall not supplant other existing treatment funding.

VIII. ADMINISTRATIVE PROCEDURES

A. Timelines

This Agreement shall become effective upon full execution and will continue from year to year unless terminated by either party. This Agreement will be reviewed annually, and either party may request amendments. Any proposed amendments or modifications shall be submitted in writing by either party at least thirty days prior to formal discussion or negotiation on the issue, unless a shorter timeframe is agreed upon by all three agencies. Any amendments shall become effective only if agreed to in writing observing all the formalities of this Agreement. Either party may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days' written notice to the other party.

B. Notice Provision

When either party desires to give notice to the other, such notice must be in writing, sent by U.S. Mail with postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph.

To DJJ: Sharon Neelands
Chief Probation Officer, Circuit 3
690 E. Duval St.
Lake City, FL 32055

To DCF: Ester S. Tibbs, Circuit Administrator
Department of Children and Families
1000 NE 16th Ave., Bldg J #3
Gainesville, Florida 32601

To PSF: Shawn Salamida, President and CEO
Partnership for Strong Families
515 N. Main Street
Gainesville, Florida 32601

To CMS: Sharon Surrency, RN, BSN, MPH (Columbia, Dixie, Hamilton, Suwannee,
Lafayette counties)
Regional Nursing Director
Children's Medical Services
1701 SW 16th Ave., Bldg B
Gainesville, Florida 32608

Rebecca M. Maguire, RN, MS (Madison and Taylor Counties)
Regional Nursing Director
850-487-2604 ext. 132
Children's Medical Services
2390 Phillips Road
Tallahassee, FL 32308
Becky_Maguire@doh.state.fl.us

To APD: Jim Smith, Area 3 Administrator
Agency for Persons with Disabilities
1621 NE Waldo Road, Building 1
Gainesville, Florida 32609

IX Interagency Disputes

In instances of interagency conflict, differences shall be resolved in accordance with the following conflict resolution procedures:

1. Interagency conflicts shall be resolved at the lowest possible level. Disagreements that cannot be resolved at any level shall be elevated to the next supervisory level for conflict resolution with equivalent staff in the other agencies.
2. For any conflict not resolved at or below the Systems Review Team level, written communication that identifies the conflict, a summary of factual, legal or policy grounds, and a proposed action shall be provided to the local DJJ Regional Director, DCF DA, CMS Regional Nursing Director and PSF President and CEO.
3. Upon resolution of conflict by the local DJJ Regional Director, DCF Administrator, CMS Regional Nursing Director and/or PSF President and CEO, written guidance regarding the solution will be developed and disseminated within each agency.

X. Headquarters Rapid Response Team (Tallahassee)

DCF, DJJ, APD, DOH/CMS and AHCA shall establish a Rapid Response Team. This team may receive referrals for the Local Review Team (LRT) or Systems Review Team (SRT) and resolve placement or service delivery issues. They will be available as requested to resolve placement issues as well as review and amend practices and policies that may impede the ability to meet the individual needs of the multi-agency children by the Local Review Team and/or the Systems Review Team. All resources at the local level, including referral to the DJJ Regional Director and/or the DCF District Administrator, shall be exhausted prior to referral to the Headquarters Rapid Response Team.

XI. Headquarters Multi-agency Committee (Tallahassee)

DCF, DJJ, APD, PSF, DOH/CMS and AHCA will continue to meet on a regular basis to continue to collaborate on developing inter-agency strategies and initiatives to enhance the coordination and quality of service provision. Examples of activities undertaken by the Committee shall include the joint development of substantive or budgetary legislative requests, and targeted resources development responsive to the unique needs of this population of children.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year written below.

A. Timelines

This Agreement shall become effective upon full execution and will continue from year to year unless terminated by either party. This Agreement will be reviewed annually, and either party may request amendments. Any proposed amendments or modifications shall be submitted in writing by either party at least thirty days prior to formal discussion or negotiation on the issue, unless a shorter timeframe is agreed upon by all three agencies. Any amendments shall become effective only if agreed to in writing observing all the formalities of this Agreement. Either party may terminate this Agreement without cause and for its convenience by giving thirty (30) calendar days' written notice to the other party.

B. Notice Provision

When either party desires to give notice to the other, such notice must be in writing, sent by U.S. Mail with postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph.

To DJJ: Sharon Neelands
Chief Probation Officer, Circuit 3
690 E. Duval St.
Lake City, FL 32055

To DCF: Ester S. Tibbs, Circuit Administrator
Department of Children and Families
1000 NE 16th Ave., Bldg J #3
Gainesville, Florida 32601

To PSF: Shawn Salamida, President and CEO
Partnership for Strong Families
515 N. Main Street
Gainesville, Florida 32601

To CMS: Sharon Surrency, RN, BSN, MPH (Columbia, Dixie, Hamilton, Suwannee,
Lafayette counties)
Regional Nursing Director
Children's Medical Services
1701 SW 16th Ave., Bldg B
Gainesville, Florida 32608

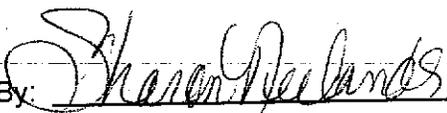
Rebecca M. Maguire, RN, MS (Madison and Taylor Counties)
Regional Nursing Director
850-487-2604 ext. 132
Children's Medical Services
2390 Phillips Road
Tallahassee, FL 32308
Becky_Maguire@doh.state.fl.us

To APD: Jim Smith, Area 3 Administrator
Agency for Persons with Disabilities
1621 NE Waldo Road, Building 1
Gainesville, Florida 32609

3.19 Authority. Each person signing this Agreement on behalf of any Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and to bind and obligate such Party with respect to all provisions contained in this Agreement. This Agreement may be signed as one or more original copies. In such event, each original copy will constitute but one and the same original instrument.

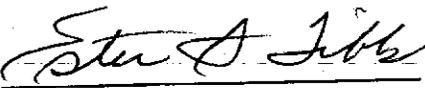
IN WITNESS WHEREOF, the Parties hereunto have set their hands and seals.

FOR: THE DEPARTMENT OF JUVENILE JUSTICE

By: 

Date: _____
Sharon Neelands
Chief Probation Officer
Circuit 3

FOR: THE DEPARTMENT OF CHILDREN AND FAMILIES

By: 

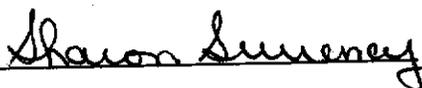
Date: 2/25/10
Ester S. Tibbs
Circuits 3&8 Administrator

FOR: PARTNERSHIP FOR STRONG FAMILIES, INC.

By: _____

Date: _____
Shawn Salamida
President and CEO

FOR: CHILDREN'S MEDICAL SERVICES

By: 

Date: 3/3/10
Sharon Surrency
RN, BSN and MPH
(Columbia, Dixie, Hamilton, Suwannee and Lafayette Counties)
Executive Community Health Nursing Director

FOR: CHILDREN'S MEDICAL SERVICES

By: _____

Date: _____
Joni Hollis
RN
(Madison and Taylor Counties)
CMS Senior Nursing Supervisor

FOR: AGENCY FOR PERSON'S WITH DISABILITIES

By: 

Date: 3/3/10
Jim Smith
Area 3 Administrator

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IN WITNESS WHEREOF, the Parties hereunto have set their hands and seals.

<p>FOR: THE DEPARTMENT OF JUVENILE JUSTICE</p> <p>By: _____</p> <p>Date: _____</p> <p>Sharon Neelands Chief Probation Officer Circuit 3</p>	<p>FOR: THE DEPARTMENT OF CHILDREN AND FAMILIES</p> <p>By: _____</p> <p>Date: _____</p> <p>Ester S. Tibbs Circuits 3&8 Administrator</p>
<p>FOR: PARTNERSHIP FOR STRONG FAMILIES, INC.</p> <p>By: <u><i>Shawn Salamida</i></u></p> <p>Date: <u>6/23/10</u></p> <p>Shawn Salamida President and CEO</p>	<p>FOR: CHILDREN'S MEDICAL SERVICES</p> <p>By: _____</p> <p>Date: _____</p> <p>Sharon Surrency RN, BSN and MPH (Columbia, Dixie, Hamilton, Suwannee and Lafayette Counties) Executive Community Health Nursing Director</p>
<p>FOR: CHILDREN'S MEDICAL SERVICES</p> <p>By: _____</p> <p>Date: _____</p> <p>Joni Hollis RN (Madison and Taylor Counties) CMS Senior Nursing Supervisor</p>	<p>FOR: AGENCY FOR PERSON'S WITH DISABILITIES</p> <p>By: _____</p> <p>Date: _____</p> <p>Jim Smith Area 3 Administrator</p>

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IN WITNESS WHEREOF, the Parties hereunto have set their hands and seals.

<p>FOR: THE DEPARTMENT OF JUVENILE JUSTICE</p> <p>By: _____</p> <p>Date: _____ Sharon Neelands Chief Probation Officer Circuit 3</p>	<p>FOR: THE DEPARTMENT OF CHILDREN AND FAMILIES</p> <p>By: _____</p> <p>Date: _____ Ester S. Tibbs Circuits 3&8 Administrator</p>
<p>FOR: PARTNERSHIP FOR STRONG FAMILIES, INC.</p> <p>By: _____</p> <p>Date: _____ Shawn Salamida President and CEO</p>	<p>FOR: CHILDREN'S MEDICAL SERVICES</p> <p>By: _____</p> <p>Date: _____ Sharon Surrency RN, BSN and MPH (Columbia, Dixie, Hamilton, Suwannee and Lafayette Counties) Executive Community Health Nursing Director</p>
<p>FOR: CHILDREN'S MEDICAL SERVICES</p> <p>By: <u><i>Rebecca M. Maguire</i></u></p> <p>Date: <u>3/25/2010</u></p> <p>Rebecca M. Maguire, R.N., M.S. (Madison and Taylor Counties) CMS/Big Bend Regional Nursing Director</p>	<p>FOR: AGENCY FOR PERSON'S WITH DISABILITIES</p> <p>By: _____</p> <p>Date: _____ Jim Smith Area 3 Administrator</p>

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IN WITNESS WHEREOF, the Parties hereunto have set their hands and seals.

<p>FOR: THE DEPARTMENT OF JUVENILE JUSTICE</p> <p>By: _____</p> <p>Date: _____</p> <p>Sharon Neelands Chief Probation Officer Circuit 3</p>	<p>FOR: THE DEPARTMENT OF CHILDREN AND FAMILIES</p> <p>By: _____</p> <p>Date: _____</p> <p>Ester S. Tibbs Circuits 3&8 Administrator</p>
<p>FOR: PARTNERSHIP FOR STRONG FAMILIES, INC.</p> <p>By: _____</p> <p>Date: _____</p> <p>Shawn Salamida President and CEO</p>	<p>FOR: CHILDREN'S MEDICAL SERVICES</p> <p>By: _____</p> <p>Date: _____</p> <p>Sharon Surrency RN, BSN and MPH (Columbia, Dixie, Hamilton, Suwannee and Lafayette Counties) Executive Community Health Nursing Director</p>
<p>FOR: CHILDREN'S MEDICAL SERVICES</p> <p>By: _____</p> <p>Date: _____</p> <p>Rebecca M. Maguire, R.N., M.S. (Madison and Taylor Counties) CMS/Big Bend Regional Nursing Director</p>	<p>FOR: AGENCY FOR PERSON'S WITH DISABILITIES</p> <p>By: _____</p> <p>Date: _____</p> <p>Jim Smith Area 3 Administrator</p>