

**INTERAGENCY AGREEMENT BETWEEN THE
FLORIDA DEPARTMENT OF JUVENILE JUSTICE CIRCUIT 4 AND THE
FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES DISTRICT 4**

The Department of Juvenile Justice (DJJ) Circuit 4 and the Department of Children and Families (DCF) District 4 enter into this Agreement effective upon the last signature date. This agreement replaces and terminates previous agreements in regards to matters covered by this Agreement. The agencies agree to the following:

I. PURPOSE

DJJ Circuit 4 and DCF District 4 are committed to the effective and efficient delivery of services to children to ensure the safety and well-being of Florida's citizens. Both agencies recognize the need for strong leadership in local communities on behalf of children who are in need of assistance and the importance of working together to help families and communities to solve complex problems.

Because each agency has specific statutory authority responsibilities and resources to provide for the needs of these children, it is through a concerted effort of interagency cooperation that a full array of services can be assured.

Each agency shall cooperate to ensure that its respective funds are spent in the most effective and efficient manner possible. In the event that the demand for services pursuant to this Agreement exceeds either party's fiscal allocations, the parties shall assist in providing other appropriate services, if available and within fiscal allocations to these children and shall, if necessary, coordinate responses to court orders for treatment which exceeds allocations.

II. GENERAL ROLES AND RESPONSIBILITIES

A. To implement this agreement, DJJ and DCF headquarters shall:

1. Work cooperatively to meet the needs of children identified and eligible for services covered in this Agreement.
2. Meet as necessary to oversee the performance of each agency under this agreement, monitor local implementation plans, and address any issues of mutual concern.

3. Meet annually to jointly develop and support legislative budget requests for children affected by this Agreement and monitor local collaboration and progress.
4. Notify the other agency when substantive legislative or fiscal issues, which may impact either agency, will be prior to and during the legislative session.
5. Educate and train personnel, including contracted providers as appropriate and within available resources, on the best practices and appropriate procedures for the implementation of services covered by this Agreement.
6. Discuss in advance any policy or operational changes that may affect the services provided or the population being served under this agreement.

B. To implement this Agreement, DJJ Circuit 4 and DCF District 4 shall:

1. Work cooperatively to meet the needs of children identified and eligible for services. See attached contact information for each agency at the local level.
2. Meet on a regular basis to review local plans and processes, resolve disagreements, and make recommendations to agency headquarters.
3. Develop and implement local protocols to ensure timely joint planning, notification of referrals to ensure continuity of services across programs.
4. Develop or amend local plans to implement the provisions of this agreement. Early screening for needs and early intervention are essential and may divert children from more restrictive residential placement. The implementation plan shall address how each local office will promote fair access to services for all children.
5. Provide representation in all multi-disciplinary staffings to assess needs and develop comprehensive service plans.
6. Jointly develop a referral process for the agencies.
7. Implement a systematized continuum of care, from screening, referral, and assessment to after-care and follow-up, that is child and family centered and that maximizes the outcomes to be achieved.

8. Coordinate services with community partners such as juvenile justice councils, school system, families, law enforcement, courts, public defenders, state attorneys, and other identifiable stakeholders.
9. If applicable, develop a written agreement, which addresses each agency's roles and responsibilities relative to Juvenile Assessment Centers (JAC) operations. The agreement shall be in writing, shall address confidentiality of information and records, joint monitoring, funding levels, assessment process, conflict resolution and related JAC operational issues, and shall be reviewed annually.
10. Meet at least annually to identify the available mental health and substance abuse services on behalf of children in the juvenile justice system.

III. CHILDREN'S SUBSTANCE ABUSE

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:

A. DJJ Circuit 4 shall:

1. Conduct a basic substance abuse screening of all children at intake to determine appropriateness and eligibility for substance abuse services.
2. Youth identified during the screening process as being at risk for substance abuse or exhibit symptoms of substance abuse will be referred to the DCF-ADM contract provider for a Comprehensive Assessment.
3. Meet with local DCF Substance Abuse and Mental Health Program Offices to determine the type of services (e.g., residential, outpatient, etc.) available for eligible juveniles and develop a written referral agreement with licensed providers of those services.
4. In those cases where the juvenile meets the criteria for involuntary placement under Chapter 397 refer the juvenile to the local DCF licensed juvenile addictions receiving facility.
5. In those cases where the juvenile meets the placement criteria for residential treatment refer the juvenile to a DCF licensed residential substance abuse treatment facility.

B. DCF District 4 shall:

1. 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.
2. Contingent on the availability of resources, fund programs, which serve children who are under DJJ supervision through intake, probation, or conditional release and who are using or abusing substance or substances.
3. Locally plan the implementation of the purchase of substance abuse treatment services with DJJ. This local plan will be annually and jointly reviewed by the agencies.
4. Locally identify the level of funding and services to be purchased for children who are under the supervision of DJJ and consult with local DJJ staff in this process.
5. Contingent on the availability of funds, accept responsibility for services provided to juveniles referred to local DCF licensed juvenile addictions receiving facilities for stabilization under Chapter 397 if the juvenile is under the influence and is a danger to themselves or others and otherwise meets the placement criteria under Chapter 397.
6. Contingent on the availability of funds, accept responsibility for services provided to juveniles referred to participating DCF licensed residential substance abuse treatment facilities if the juvenile meets the placement criteria.

IV. CHILDREN'S MENTAL HEALTH

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

A. DJJ Circuit 4 shall:

1. Screen all children at intake for mental health symptoms.
2. Youth identified during the screening process as being at risk for mental health issues or exhibit mental health issues will be referred to the DCF-ADM contract provider for a Comprehensive Assessment.

3. Refer all children to local mental health providers for needs identified through assessment.
4. Meet with District 4 DCF SAMH (Substance Abuse and Mental Health) offices to determine the services available.
5. If a child in DJJ's custody appears to meet the involuntary examination criteria as per s. 394.463(1), F.S., DJJ may initiate an involuntary examination in accordance with s. 394.463(2), F.S.
6. If a child is in need of residential mental health treatment, as determined by an independent psychologist or psychiatrist, pursuant to Chapter 394 F.S., DJJ will refer the child to the local DCF SAMH Program Office for review and identification of available funding resources.

B. DCF District 4 shall:

1. Provide DJJ Circuit 4 with a listing of contracted providers and other local resources available to children who have been determined to be exhibiting symptoms of mental illness.
2. Provide consultation to DJJ when requested to facilitate child/youth specific planning and coordination between agencies.
3. Monitor receiving facilities to ensure that all children in DJJ's custody transported to a receiving facility in accordance with s. 394.463(2), F.S., will be accepted in accordance with s. 394.462(1)(j), F. S., and provided an involuntary examination in accordance with s. 394.463(2), F.S.
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.

V. CHILDREN INCOMPETENT TO PROCEED

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

A. DJJ and DCF shall:

1. Provide, either directly or through contract, competency treatment and training in the least restrictive environment to children alleged to have committed a felony and found, by court order, to be incompetent to proceed. Services provided shall be based upon the court's determination regarding whether the child suffers from a mental illness or mental retardation.

B. DJJ Circuit 4 shall:

1. Provide case management to juveniles committed to DCF for community competency restoration services and assist DCF with request for location contact information for these juveniles.
2. Transport any child in the physical custody of DJJ prior to the court determination of incompetence to court appearances.
3. After notification by DCF, transport children who have been declared incompetent to proceed to a DCF secure residential facility for admission and from the secure residential facility upon discharge.

C. DCF District 4 shall:

1. Provide competency training and treatment services to children who have been court determined to be incompetent to proceed pursuant to section 985.223, Florida Statutes.
2. Provide notification to DJJ when placement occurs.
3. Provide DJJ with competency status reports.
4. Provide notification to DJJ of pending discharge.

VI. INVOLUNTARY CIVIL COMMITMENT OF SEXUALLY VIOLENT PREDATOR PROCEEDINGS

To ensure that the requirements of sections 394.910 – 394.930, Florida Statutes, are appropriately followed, the agencies agree as follows.

A. DJJ and DCF shall:

Coordinate the development and implementation of DJJ and DCF procedures necessary to implement chapter 394, part V, Florida Statutes.

Notify the other agency as soon as practicable when an individual in DJJ custody might meet the sexually violent predator (SVP) civil commitment criteria as indicated by the Florida Statutes. The purpose of notification is to assist both agencies in early planning of meeting the criteria of Chapter 394, part V, Florida Statutes. Both agencies shall move expeditiously upon notification that an individual might be eligible for placement.

B. DJJ Circuit 4 shall:

1. Provide written notice to DCF when an individual committed to a DJJ residential commitment program may be eligible for civil commitment under chapter 394, part V, Florida Statutes, at least 180 days prior to the individual's anticipated release date, if the individual is in a high or maximum risk residential facility. If the individual is in a low or moderate risk residential facility, written notice must be given as soon as practicable.
2. Provide information to DCF concerning the individual as required in section 394.913, Florida Statutes.
3. Upon receipt of a court order detaining the individual under Chapter 394, part V, Florida Statutes, and the termination of DJJ jurisdiction, transfer an individual in the custody of DJJ to DCF.

C. DCF District 4 shall:

1. Perform a recidivism risk assessment of individuals identified by DJJ as potentially meeting SVP civil commitment criteria, including providing individuals a personal interview before issuing a recommendation that the individual meets civil commitment criteria.
2. Upon receipt of a court order detaining the individual under chapter 394, part V, Florida Statutes, and the termination of DJJ jurisdiction, accept custody of the individual at the sexually violent predator secure treatment facility.

VII. CHILDREN DENIED SHELTER (LOCKOUTS)

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. Establish Local Staffing Teams

DJJ Circuit 4 and DCF District 4 will create a District Interagency Staffing Team (DIST) to be co-chaired by the Circuit 4 DJJ Chief Probation Officer and the District 4 DCF District Administrator or each of their designees. This team shall consist of, but not be limited to, staff of Circuit 4 DJJ and District 4

DCF. The team shall meet on a **quarterly** basis, and as necessary under subsection B below. 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, or who have current involvement with both the Department of Juvenile Justice and Department of Children and Families.

The team will be comprised of representatives of both agencies who are familiar with, and can provide information regarding available services in the areas of dependency, CINS, mental health and substance abuse.

The DIST shall establish 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 local alternative residential resources.

B. DJJ Circuit 4 Response to Potential "Lockouts":

DJJ Circuit 4 staff, upon presentation of a youth who:

1. does not meet criteria for either initial or continued secure detention placement or
2. must be released from their residential commitment program or
3. is otherwise supervised by DJJ

but whose parent or legal guardian indicates an unwillingness to accept responsibility for the child,

shall:

1. explain to the parents or legal guardian other services available to facilitate the return of the child to the home as established by the DIST in paragraph A above, explain alternative placements for the child as established by the DIST in paragraph A. above, and explain the possibility of dependency proceedings in the event that the parent or legal guardian continues to refuse to take responsibility for the child.

2. initiate a DIST staffing , where there is **more than one** business day remaining before the parent or legal guardian is legally required to take physical custody of the child and the child's parent or legal guardian refuses to pick up the child from a DJJ secure detention facility or residential program. In Circuit 4, the DJJ JPO shall notify the appropriate Ass't. Chief Probation Officer of the need for the staffing. The Ass't. Chief Probation Officer shall contact the appropriate Program Administrator with DCF to schedule the staffing.

3. make a report to 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 the parent or legal guardian refuses to pick the child up from a secure detention center or residential commitment program. The report shall include information regarding steps DJJ has attempted above. The DJJ employee will also notify the appropriate Ass't. Chief Probation Officer of the report to the Abuse Hotline. The Ass't. Chief Probation Officer will notify the appropriate DCF Program Administrator of the report.

4. participate in a DIST staffing regarding the child.

C. DCF Response to "Lockout" Abandonment Reports (Emergency "Lockouts")

DCF, upon presentation of a youth referred by DJJ, shall:

1. Accept, through the Florida Abuse Hotline, any report by DJJ of a child whose parent(s) or legal guardian has willfully rejected parental responsibilities by refusing to provide shelter for the child.
2. Pursue such reports according to the requirements of Chapter 39, Florida Statutes.
3. Participate in a DIST staffing regarding the child.

D. DIST Response to Potential "Lockouts" and Emergency "Lockouts"

Potential "Lockouts":

DJJ shall identify potential "lockout" situations prior to the anticipated release of a child to a parent or legal guardian, so that the DIST can be timely notified to address the situation and generate a plan for the child and/or family on a non-emergency basis.

Emergency "Lockouts":

Personnel from both agencies shall notify their local DIST representative within 24 hours of a call to the Florida Abuse Hotline pursuant to the procedures above. The DIST shall be convened via telephone conference within 2 business days of the call to the Florida Abuse Hotline.

The role of the member of the DIST in either a potential or emergency "lockout" will be to fully analyze the child's history and present status, and to offer the most appropriate services and shelter, on a temporary or permanent basis, through the appropriate agency.

The DA and CPO shall delegate whatever authority is necessary to team members to allow quick, effective resolution of the child's situation.

In the event that an agreed upon resolution of a particular child's case does not occur at the staffing, the DA and CPO will be contacted **immediately** upon the conclusion of the staffing and verbally informed of the impasse. Verbal contact will be followed within 24 hours by a written explanation of the nature of the impasse. The DA and CPO shall confer and propose a resolution within 48 hours of verbal notification of the impasse. The failure of the DA and CPO to resolve the matter must be reported to the DJJ Assistant Secretary for Probation and Community Corrections and DCF Deputy/Assistant Secretary for Operations at the expiration of the 48-hour resolution time frame.

VIII. INVESTIGATIONS OF ABUSE OR NEGLECT IN DJJ PROGRAM

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 as follows.

A. DJJ shall:

1. Notify the Central Communications Center (CCC) of alleged abuse or improper use of force as defined by the Department policy.
2. Ensure that incidents in which physical force or mechanical restraints are used are reported to and reviewed by the facility administrator within 24 hours. Copies of this report shall be provided to the Regional Administrator within 48 hours.
3. Ensure each facility and probation office post in areas routinely accessible by children or provides in writing the telephone number of the Florida Abuse Hotline.
4. Allow youth unimpeded reasonable access to call the Florida Abuse Hotline.
5. Ensure incident reporting requirements to the CCC are followed.
6. Conduct administrative investigations as assigned by the Office of Inspector General.
7. Ensure that the Office of Inspector General tracks the status of DCF investigations.
8. 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.

9. Notify DCF within 30 days when there is a new facility or when a facility changes its name.
10. 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 report the findings to the Child Protective Investigator assigned to the report.
11. 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.

B. DCF shall:

1. Respond to and investigate allegations of abuse or neglect in DJJ facilities as provided by law.
2. Notify the facility and the DJJ CCC that a Florida Abuse Hotline report has been made.
3. Cooperate, coordinate and share information with DJJ Office of Inspector General.
4. In conjunction with DJJ, develop a specific training for investigation of DJJ facilities and train DCF Child Protective Investigators and DCF hotline counselors on this curriculum.
5. Assess child safety of a youth in a DJJ facility, to include, but not be limited to, the following factors:
 - a. A caregiver has possibly harmed a youth or made credible threats to harm a youth, and may continue to have access to the youth.

- b. 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 measures to assure the youth's safety.
- c. A youth has a serious medical condition requiring treatment and has been denied, or did not receive access to treatment.
- d. The alleged caregiver responsible has been the subject of multiple prior reports of maltreatment.
- e. Regular safety provisions of the facility are insufficient to assure that a youth does not experience harm.
- f. A youth's behavior or mental condition increases the likelihood that DJJ staff will need to employ Protective Action Response (PAR) frequently.
- g. Disciplinary or control policies/practices present a potential risk of harm.
- h. 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).
- i. Physical conditions of the facility pose a threat of harm.
- j. Provide DJJ, in writing, a recommended safety plan deemed necessary to ameliorate harm or threats of harm to children receiving services, as identified as a result of an institutional child protective investigation.
- k. Provide the DJJ CCC and the appropriate DJJ regional office with a copy of the final report upon completion of all investigations.

IX. PROCEDURE FOR JOINTLY SERVED YOUTH

The Interagency Agreement Between the Florida Department of Children and Families and the Florida Department of Juvenile Justice for Jointly Served Youth entered into by both agencies in August 9, 2005 is hereby incorporated into this agreement.

X. PROCEDURE FOR INFORMATION SHARING AND ACCESS

The Information Sharing and Access Agreement Between the Department of Juvenile Justice and the Department of Children and Families entered into by both agencies in November 2003 in hereby incorporate into this agreement. Please see attached agreement.

XI. 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 within the state. It is the intent of this Agreement to ensure that applicable laws and regulations for these rights shall be strictly followed.

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 this Agreement shall include provisions for confidentiality of records and information.

XII. 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.

XII. 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 (30) days prior to formal discussion or negotiation on the issue. 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 provision of the paragraph.

To DJJ: Edgar L. Mathis, Sr., Chief Probation Officer
Florida Department of Juvenile Justice
3225 University Blvd. S. #101
Jacksonville, Florida 32216

To DCF: Nancy Dreicer, District Administrator
Florida Department of Children & Families
5920 Arlington Expressway
Jacksonville, Florida 32211

C. Investigations

Both parties shall assist in the investigation of injury or damages either for or against either party pertaining to their respective areas of responsibility or activities under this contract and shall contact the other party regarding the legal actions deemed appropriate to remedy such damage or claims.

D. Authority

Each person signing this Agreement on behalf of either 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.

Each agency specifies by position the persons who have primary responsibility for implementing and signing the Agreement.

E. Governing Law


This Agreement shall be construed in accordance with the laws of Florida. Each provision of this Agreement shall be interpreted to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity. The remainder of any such provision and the remaining provisions of this Agreement shall remain fully effective and valid.

XIV. INTERAGENCY DISPUTES

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

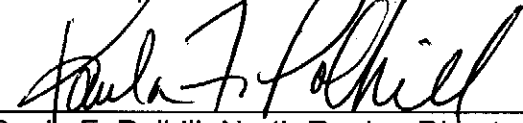
1. Staff from the grieving agency shall provide written communication that identifies the conflict, proposed action, and a summary of factual, legal, and policy grounds.
2. A written response, which includes proposed solutions to the conflict, shall be provided by staff from the receiving agency within forty-five (45) days of receipt of the notice of conflict.
3. Upon resolution of the conflict, a joint written statement, so indicating, will be developed and disseminated by a representative from each agency.
4. Should further action be required, a report from both agencies will be submitted to the agency heads for resolution.
5. Should further action be required to resolve a conflict, State agency heads shall request an administrative hearing consistent with the procedures in Section 120.57(1), F.S., the Administrative Procedures Act. While this Agreement is in effect, all conflicting issues will be resolved at the lowest level possible.

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



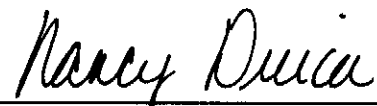
Edgar L. Mathis, Sr.
Chief Probation Officer, Circuit 4
Florida Department of Juvenile Justice

2/22/2006
Date



Paula F. Polhill, North Region Director
Probation and Community Corrections

3/6/06
Date



Nancy Dreicer
Florida Department of Children & Families

2/23/2006
Date