

INTERAGENCY AGREEMENT
THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES
and
THE FLORIDA DEPARTMENT OF HEALTH, CHILDREN'S MEDICAL SERVICES,
EARLY STEPS

I. PURPOSE

The purpose of this agreement between the Department of Children and Families, Office of Family Safety and the Department of Health, Children's Medical Services, Early Steps is to ensure that children under the age of three who are involved in substantiated cases of child abuse or neglect and are potentially eligible for early intervention services are referred to the local Early Steps office within their region when warranted. This process will include Child Protective Investigators, Sheriff's Protective Investigators, Community Based Care Lead Agencies and Local Early Steps. This agreement describes referral procedures for early intervention services provided through the Part C system under the Individuals with Disabilities Education Act (IDEA).

II. PARTICIPATING PROGRAM INFORMATION

Florida Department of Health (DOH) – The mission of DOH is to promote and protect the health and safety of all Floridians. It is the state's lead agency for early intervention services provided under the Individuals with Disabilities Education Act (IDEA) Part C, a federal entitlement program. In Florida, Part C services are administered by Early Steps, Children's Medical Services within the Department of Health.

- Children's Medical Services (CMS) – CMS provides services to children with special health care needs through a family-centered managed system of care. Services are provided through an integrated statewide system that includes local, regional and tertiary care facilities and providers.
- Early Steps - Early Steps is a statewide family-focused, multidisciplinary, system of early intervention services for eligible infants and toddlers, birth to thirty-six months, with a developmental delay or an established condition likely to result in developmental delay. Services are provided by 16 Early Steps offices (referred to as the Local Early Steps) that are contracted through community based organizations across the State of Florida. The Early Steps system has the following components: the Developmental Evaluation and Intervention (DEI) Program, the IDEA Part C Program, and services provided under Chapter 393 Florida Statutes for children birth to thirty-six months.

Florida Department of Children and Families (DCF): The mission of DCF is to protect the vulnerable and promote strong and economically self sufficient families, in addition to advancing personal and family recovery and resiliency.

- Office of Family Safety - The Office of Family Safety in DCF is responsible for policy development and oversight of child protection. Its functions include support for state and private programs that help child victims of abuse and neglect and support and promotion of the adoption of foster children.

III. REQUIREMENTS IMPACTING THIS AGREEMENT

The Child Abuse Prevention and Treatment Act (CAPTA) has a significant requirement for States to have provisions and procedures for the referral of children under the age of three who are involved in substantiated cases of child abuse or neglect to early intervention services under Part C of the IDEA [42 U.S.C. 5106a, Sec. 106 (b)(2)(A)(xxi)]. Florida has defined “substantiated” as any case with verified findings of child abuse or neglect.

In addition, the federal Individuals with Disabilities Education Improvement Act of 2004 contains requirements regarding the referral of children to Part C who are under the age of three and involved in a substantiated case of abuse or neglect or affected by illegal substance abuse or withdrawal symptoms from prenatal drug exposure (20 U.S.C., Sections 1437(a)(6)(A) and (B)).

IV. DEFINITION OF TERMS

- Abuse – Any willful or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child’s physical, mental, or emotional health to be significantly impaired. Abuse of a child includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute abuse when it does not result in harm to the child.
- Case Plan Development Process – The process during which a case plan as defined in Section 39.01(11), Florida Statute, is jointly developed between the family and the services worker, delineating specific interventions aimed at addressing the contributing factors and underlying conditions that lead to child maltreatment.
- Community-Based Care (CBC) Program - A system of care for the provision of all child welfare services, with the exception of child protective investigations. The delivery model utilizes privatized contractors to determine the needs and develop the resources for the community being served, in addition to meeting core requirements outlined in federal laws and regulations, Florida Statute or in Florida Administrative Code, or as stipulated per contract with the DCF.
- Established condition – A physical or mental condition that has a high probability of resulting in disability or developmental delay.
- Evaluation - The procedures used by appropriate qualified personnel to determine a child's initial and continuing eligibility for Early Steps, including determining the status of the child in each area of development.
- Individualized Family Support Plan - A written plan of early intervention services designed to meet the identified outcomes for an individual child and family that

is developed by the family, evaluators, the service coordinator, service providers and others.

- Florida Abuse Hotline Information System - 1-800 line for reporting child abuse, neglect or abandonment, in addition to reporting abuse neglect or exploitation of vulnerable adults.
- Lead Agency– An “eligible lead community-based provider” for DCF as defined in Section 409.1671(1)(e), F.S. The functions of a lead agency include the following:
 - Organize and manage a network of service providers;
 - Provide case management for any children/families referred;
 - Purchase/provide all necessary services to ensure permanency;
 - Maintain and report required client and performance data; and
 - Assume and manage financial risk (capped budget for all required services).
- Medicaid Comprehensive Behavioral Health Assessment – An in-depth and detailed assessment, consisting of both a clinical assessment and direct observation, of a child’s emotional, social, behavioral and developmental functioning.
- Multidisciplinary - An evaluation and assessment process involving activities by one or more qualified professionals from two or more disciplines working with the family and primary service coordinator to identify the needs of the child and family.
- Neglect – Any act or omission where a child is deprived of or allowed to be deprived of necessary supervision, food, clothing, shelter or medical treatment or a child is permitted to live in an environment when such deprivation or environment causes the child’s physical, mental or emotional health to be significantly impaired or to be in danger of being significantly impaired.
- Screening - A brief assessment procedure designed to identify infants and toddlers who are in need of more intensive diagnostic or assessment activities.
- Substantiated Findings – Findings that have been verified vs. those that are suspected.

V. GENERAL ROLES AND RESPONSIBILITIES

A. The Department of Health agrees to:

1. Work cooperatively with DCF to meet the needs of children identified and eligible for services identified in this Agreement.
2. Meet as necessary with DCF, but at a minimum annually, to oversee the performance under this agreement, track the development and progress of local implementation plans, and address any issues of mutual concern.
3. Educate and train personnel, including DCF protective investigators and Sheriff’s Office protective investigators (in those counties where the Sheriff’s Office handles protective investigation duties) on the following:

- best practices and appropriate procedures for referrals and other services covered by this agreement
 - key indicators for concern that a child may have a developmental delay
4. Discuss in advance any policy or operational changes that may affect the services provided or the population being served under this agreement.
 5. Assist with development of a model written agreement for use at the local level that addresses roles and responsibilities for the referral of children under the age of three involved in substantiated cases of abuse or neglect to the local Early Steps.
 6. Encourage written agreements at the local level which address each agency's roles and responsibilities related to services across programs and the referral of children under the age of three who are involved in substantiated cases of child abuse or neglect to early intervention services under IDEA Part C.

B. The Department of Children and Families agrees to:

1. Work cooperatively with the DOH to meet the needs of children identified and eligible for services identified in the Agreement.
2. Meet as necessary with DOH, but at a minimum annually, to oversee the performance under this agreement, monitor local implementation plans, and address any issues of mutual concern.
3. Educate and train personnel, including local Early Steps staff, on the best practices and appropriate procedures for working with children and family members in circumstances of child abuse and neglect, as well as the types of services provided by Community Based Care Lead Agency in such situations.
4. Discuss in advance any policy or operational changes that may affect the services provided or the population being served under this agreement.
5. Assist with development of a model written agreement for use at the local level that addresses roles and responsibilities for the referral of children under the age of three involved in substantiated cases of abuse or neglect to the local Early Steps.
6. Encourage written agreements at the local level which address each agency's roles and responsibilities related to services across programs and the referral of children under the age of three who are involved in

substantiated cases of child abuse or neglect to early intervention services under IDEA Part C.

C. To ensure this agreement is implemented, local DCF personnel, sheriff's offices, Community Based Care lead agencies and Local Early Steps shall:

- meet on a regular basis to develop and implement protocols
- review local plans and progress,
- resolve disagreements; and
- make recommendations to DOH and DCF agency headquarters on procedures that may increase the efficiency of the referral process.

VI. REFERRAL TO EARLY STEPS

A. Children from birth to thirty-six months who have been determined to be victims of "substantiated cases of child abuse or neglect", as defined by the Florida Office of Family Safety will be referred to Early Steps according to the following criteria:

1. Children who will remain in their parents' or legal guardian's home **without referral to a Community Based Care lead agency for services** will be referred to Early Steps by the Protective Investigator handling that case. This will be done by completion of the referral form CF FSP 5322- CAPTA REFERRAL FOR EARLY STEPS, within 48 hours of the abuse or neglect being verified. The completed form will be delivered to the local Early Steps via facsimile, electronic mail that is encrypted or protected by a password or as determined by local working agreement between the local Early Steps and Sheriff's office, or DCF protective investigations office.
2. Children who will remain in their parents' or legal guardian's home and are **referred to a CBC lead agency for services**, may also be referred to Early Steps by the CBC lead agency child welfare case worker if the following criteria is met:
A referral to Early Steps will occur during the child welfare case plan development process when there is an indication that the child may have an established condition or developmental delay. This will be accomplished by completion of the referral form CF FSP 5322- CAPTA REFERRAL FOR EARLY STEPS, within 48 hours of the child's established condition or possible developmental delay being identified. The form must include the reason for referral.
The form will be delivered to the local Early Steps via facsimile, electronic mail that is encrypted or protected by a password, or as determined by local working agreement between the local Early Steps and the CBC lead agency.
The CBC lead agency will follow up to determine if the child has been found eligible for Part C services and will support the participation of

eligible children's families in Early Steps. This support may include the following:

- Assistance with transportation if necessary
- Provision of written information about Early Steps
- Follow-up with the family and encouragement about child's participation in Early Steps.

3. Children who are being **placed into shelter care for referral to a lead agency for out-of-home care placement** will receive an initial assessment during the child welfare case plan development process and may be referred to Early Steps in accordance with the following criteria :

a. Children who **are not referred** for a Medicaid Comprehensive Behavioral Health Assessment will be referred to Early Steps by the child welfare case worker during the case plan development process for the child. The referral form, CF FSP 5322- CAPTA REFERRAL FOR EARLY STEPS, will be completed by the child welfare case worker, who will also ensure the child's case plan reflects the referral. When completed, the referral form will be delivered to the local Early Steps via facsimile, electronic mail that is encrypted or protected by a password, or as determined by local working agreement between the Early Steps program and the lead agency.

b. Children who **are referred** for a Medicaid Comprehensive Behavioral Health Assessment, will also be referred to Early Steps by the CBC child welfare case worker if the child's comprehensive behavioral health assessment flags the child as potentially having a developmental delay or an established condition. The Early Steps referral will be reflected in the child's case plan. Once completed, the form will be delivered to the local Early Steps via facsimile, electronic mail or as determined by local working agreement between the Early Steps program and the CBC. The Early Steps referral form **must** be accompanied by the Medicaid Comprehensive Behavioral Health Assessment that indicates the child shows indications of possible developmental delay or has an established condition.

B. The local Early Steps will screen or evaluate all children referred by the DCF or its contracted agencies as indicated in VI.A. 1-3 above, in accordance with Early Steps policy. When a child is referred to Early Steps from a child welfare case worker, the information on the outcome of the child's screening or evaluation and any recommended services on the child's individualized family support plan will be forwarded by the Early Steps service coordinator to the lead agency for consideration in development of the child's case plan. Local

agreements between the local Early Steps and the lead agency will establish how this information exchange will take place.

VII. INFORMATION SHARING AND RECORDS

Each agency will protect the rights of children with disabilities and their families with respect to records created, maintained, and used by public institutions and contract providers within the state of Florida. It is the intent of this Agreement to ensure that applicable laws and regulations for these rights shall be strictly followed.

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

Nonspecific child data on number of referrals and the outcome of referrals will be shared for federal and planning purposes. Outcome information may be limited to number of children determined eligible or noneligible.

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

VIII. INTERAGENCY DISPUTE PROCESS

The parties to this agreement will resolve any complaints or grievances as follows: Resolution of the conflicting issues will occur at the lowest level possible.

- A. The grieving agency shall provide the complaint or grievance in writing and identify the conflict; proposed action to be taken and by whom; and a summary of factual, legal and policy grounds.
- B. The receiving agency shall provide a written response, which includes proposed solutions to the dispute, within forty-five (45) calendar days of receiving the notice of conflict.
- C. Upon resolution of the conflict, a joint written statement indicating the resolution will be developed. The statement will be disseminated by a representative from each agency and be binding upon the agencies involved.
- D. Should additional action be required to resolve a conflict, a report from both agencies will be submitted to the appropriate parties who signed the agreement representing their agency. Such parties shall request an administrative hearing consistent with the procedures in 120.57(1) F.S., the Administrative Procedures Act. Decisions made as a result of such hearing will be final and binding upon the agencies involved.

Until final resolution of a dispute, each of the parties to this agreement shall respect the policies and procedures of one another.

IX. 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 all available funding sources. Funds used for services by each agency pursuant to this Agreement shall not supplant other existing treatment funding.

X. ADMINISTRATIVE PROCEDURES

A. Timelines:

This Agreement shall become effective upon full execution and shall automatically renew on an annual basis unless terminated by either party. This Agreement will be reviewed annually, and either party may request an amendment. Any proposed amendments or modifications shall be submitted in writing by either party at least thirty (30) days prior to formal discussion or negotiation in 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.

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 DOH: State Surgeon General Ana M. Viamonte Ros, M.D., M.P.H.
Florida Department of Health
2585 Prather Building
Tallahassee, FL 32399-1707

To DCF: Robert A. Butterworth, Secretary
Florida Department of Children & Families
1317 Winewood Blvd., Bldg, 1, Room 202
Tallahassee, Fl. 32399-0700

C. 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 this Agreement.

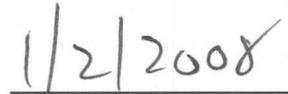
D. Governing Law

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 be fully effective and valid.

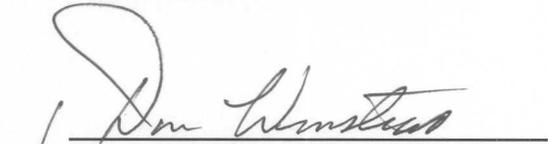
Each agency, by the signature below of its authorized representative, hereby acknowledges that he/she has read this agreement, understands it, and agrees to be bound by its terms.



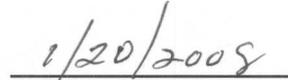
State Surgeon General
Ana M. Viamonte Ros, M.D., M.P.H.
Department of Health



Date



Robert A. Butterworth
Department of Children & Families



Date