

PROCEDURE

Series:	Operating Procedures	COA: CFOP: 170-11
Procedure Name:	Child Placement Agreements for Care Precautions and Behavior Management Plans	
Procedure Number:	OP-1199	
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Applicable to:	All BFP Family of Agencies (BFP FOA) Staff and Contract Providers	

PURPOSE: This operating procedure establishes safeguards for certain children being placed who have behaviors or circumstances that pose a *significant* threat to the safety of other children or themselves. This operating procedure establishes minimum requirements for Care Precautions or Behavior Management Plans that are described in Child Placement Agreements (Agreements) with out-of-home caregivers (relative/non-relative and licensed care). Due diligence should always be exercised to keep siblings together as well as to place children with relatives when care and supervision can provide for the safety of each child in the home. Due diligence is also expected to assist the caregiver in providing the supervision and support necessary to facilitate child stability in their current placement setting, regardless of information known or not known at the time of placement.

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References

Florida Statutes: Sections 39.012, 39.001, 39.01, 39.307, 39.521 and 39.801,
FAC: 65C28.004 (9)

Definitions:

- a) "Assessment by Qualified Assessor" means the gathering of information by a clinical professional with specific training and expertise to assess the symptoms or behaviors that the child is displaying and recommend interventions or treatment, including care, supervision and other specialized services.
- b) "Behaviors that are a Significant Threat to Others" includes such aggressive behaviors as physically attacking others, fire setting, wounding or killing animals or active destruction of property on purpose and with severity. This includes a child that has a communicable disease, whether or not he/she is symptomatic, and displays behaviors that increase the risk of transmission such as biting, spitting or the exchange of blood or semen.



- c) “Child Placement Agreements” are written agreements with out-of-home caregivers that establish safeguards for certain children being placed who have behaviors or circumstances that may pose a significant threat to other children or themselves.
- d) “Human Trafficking – Commercial Sexual Exploitation of a Child (CSEC)” per Sections [409.1754](#), [409.1678](#) and [39.524](#), Florida Statutes (F.S.), is the use of any person under the age of 18 for sexual purposes in exchange for anything of value, including money, goods or services, or the promise of anything of value, including money, goods or services.
- e) “Juvenile Sexual Abuse” as defined in s. [39.01\(7\)](#), F.S., means any sexual behavior by a child which occurs without consent, without equality, or as a result of coercion.
 - (1) “Consent” means an agreement, including all of the following:
 - (a) Understanding what is proposed based on age, maturity, developmental level, functioning, and experience.
 - (b) Knowledge of societal standards for what is being proposed.
 - (c) Awareness of potential consequences and alternatives.
 - (d) Assumption that agreement or disagreement will be accepted equally.
 - (e) Voluntary decision.
 - (f) Mental competence.
 - (2) “Equality” means two participants operating with the same level of power in a relationship, neither being controlled nor coerced by the other.
 - (3) “Coercion” means the exploitation of authority or the use of bribes, threats of force, or intimidation to gain cooperation or compliance.
 - (4) Juvenile sexual abuse behavior includes:
 - a. Noncontact behavior(s) such as making obscene phone calls, exhibitionism, voyeurism, and the showing or taking of lewd photographs.
 - b. Direct sexual contact such as frottage, fondling, digital penetration, rape, fellatio, sodomy, and various other sexually aggressive acts.
- f) “Problematic Sexual Behavior” means age-inappropriate knowledge about sex and sexual behaviors. This includes a poor knowledge of boundaries, modesty or privacy as to a child’s personal physical space. A child may act in a flirtatious or promiscuous way that is not age-appropriate or be preoccupied with sexual themes. Problematic



sexual behaviors make adults and children feel uncomfortable in the child’s presence. Generally, these behaviors are the result of sexual abuse or the child’s premature exposure to adult sexual behavior, and the child’s subsequent re-enactment of what they experienced or witnessed. The term “sexually reactive” is often used instead of “problematic sexual behavior.”

- g) “Prevention Rules” state the expected behaviors of all children and adults in the home that are intended to promote the safety and recovery of all the children placed.
- h) “Sexual Abuse” as defined in s. [39.01](#), F.S., and s. [39.01\(69\)](#), F.S., is sexual contact with a child by the parent(s), legal guardian(s) or caregiver(s).
 - (1) “Sexual Battery” is conduct involving the oral, anal or vaginal penetration by, or union with, the sexual organ of a child; the forcing or allowing a child to perform oral, anal or vaginal penetration on another person; or the anal or vaginal penetration of another person by any object. This includes digital penetration, oral sex (cunnilingus, fellatio), coitus, and copulation. Section [794.011\(1\)\(h\)](#), F.S., and Section [39.01\(69\)\(a-c\)](#), F.S.
 - (2) “Sexual Molestation” is the intentional touching of the genitals or intimate parts, including the breasts, genital area, groin, inner thighs, and buttocks, or the clothing covering them, of either the child or the perpetrator, except that this does not include:
 - (a) Any act which may reasonably be construed to be a normal caregiver responsibility, interaction with, or affection for a child; or,
 - (b) Any act intended for a valid medical purpose. Section [39.01\(69\)\(d\)](#), F.S.
 - (3) “Sexual Exploitation” is any other sexual act intentionally perpetrated in the presence of a child, if such exposure or sexual act is for the purpose of sexual arousal or gratification, aggression, degradation, or other similar purpose. (Note that sexual exploitation when it has occurred for commercial purposes is considered “Human Trafficking.”)
- i) “Severe Self-Harm Behavior” means that a mental health professional has determined for a specific child that certain behaviors may result in significant self-injury. Severe self-harm behaviors include suicide attempts, punching or hitting self to evince pain or injury, self-cutting, sticking objects in skin, eating disorders, persistent runaway behavior or self-inflicted burns.

Full Disclosure to Caregivers. Child welfare professionals are required to provide significant information about children being placed per requirements in Chapter [65C-28](#), Florida Administrative Code (F.A.C.). To help caregivers know as much as possible about child behaviors or circumstances that require Care Precautions or a Behavior Management Plan, the child welfare professional placing the child will make concerted efforts to gather and discuss the following information with the caregiver:



- a. If the child is a known victim of sexual abuse or human trafficking, a discussion as to when, where, how often, who the perpetrator was and relationship to child, and the specific circumstances involved.
- b. If the child has known problem sexual behaviors, engages in juvenile sexual abuse, other significant behaviors that are a significant threat to other children or severe self-harm, discussion as to when, where, how often and the specific circumstances involved.
- c. Any assessments by a qualified assessor that have been done or that will need to be done.
- d. Any specific interventions and/or treatment that are recommended on an ongoing basis, including any specialized education or training that is recommended for the caregiver.
- e. Any current treatment including psychotropic medications and progress related to treatment goals.
- f. Any court ordered restrictions on the child’s placement including restricted access to specific family members or other persons.

Child Placement Agreement General Requirements.

- a. A Child Placement Agreement will be established for children who need Care Precautions or Behavior Management Plans.
- b. At a minimum, a Child Placement Agreement must be established at the time of placement when there are allegations, or as soon as it is known that a child exhibits behaviors or has circumstances that include any of the following:

Behavior Management Plans are required for children who have demonstrated any of the following behaviors within the past 12 months:

- 1. Juvenile Sexual Behaviors
- 2. Behaviors that are a Significant Threat to Others

Care Precautions are required for:

- 1. Alleged or known victim of sexual abuse;
- 2. Child exhibits problematic sexual behaviors;
- 3. Victim of Human Trafficking (CSEC) but does not display Juvenile Sexual Behaviors, Significant threat to others, or Severe Self Harm behavior;
- 4. Known to have exhibited Juvenile Sexual Behaviors or Behaviors that are a Significant Threat to Others when:
 - a. Behavior occurred more than 1 year ago, or,
 - Has been in treatment, has had a Behavior Management Plan and based on child’ progress, treatment provider recommends stepping down the level of restrictions.

- c. A Child Placement Agreement is optional when:
- (1) A child is placed in a facility that is licensed for the specialized treatment, behavior management and protections for other children associated with juvenile sexual abuse, child sexual abuse victims or children's mental health treatment.
 - (2) A child has severe self-harm behaviors that are addressed through on-going treatment with a mental health professional and the child's treatment provider does not recommend the need for Care Precautions or a Behavior Management Plan in the child's placement setting.
- d. The child welfare professional responsible for the child's placement will develop the Child Placement Agreement in collaboration with the caregiver(s) and to the fullest extent possible will include all persons who will be in a caretaking role, including any respite providers. As appropriate, the child will be included in the development of the plan to provide input as to what house rules will make him/her feel safe and/or help him/her with expressing feelings.
- e. The Child Placement Agreement does not duplicate or replace the need for the Partnership Plan with licensed caregivers per requirements in Rule [65C-30.011\(7\), F.A.C.](#)
- f. The child welfare professional responsible for the child's placement and on-going case management must discuss Prevention Rules with caregivers. These rules are required in all Agreements for Care Precautions or Behavior Management Plans. Caregivers are expected to discuss and enforce the rules as appropriate on an on-going basis with all children and adults in the home. The Prevention Rules are as follows:
- (1) Caregivers will understand and be able to explain what kind of touch is "okay" and that permission should be sought before touching another person or their things. House rules will provide ongoing and positive reinforcement of the need for personal boundaries.
 - (2) Caregivers will limit access to bedrooms by establishing and enforcing ground rules on who is allowed to visit whose bedroom and under what conditions. Family members and persons frequenting the home will respect personal space, such as knocking before entering a room.
 - (3) Caregivers will encourage, model, and support open communication and honesty among family members. This includes encouraging children to express their feelings and any concerns as to privacy or safety.
 - (4) Caregivers will be responsible for making sure that children only have access to age and developmentally appropriate material (magazines, pictures, internet or video).
 - (5) Only one child should be in the bathroom at a time. The bathroom door should be closed for privacy when taking a bath, showering, or using the toilet. All family



members bathe, shower, and toilet separately unless a child needs assistance from an adult due to age or disability.

- (6) Caregivers will establish a dress code which outlines the type of clothing that is acceptable and under what circumstances.
- (7) The caregiver(s) will assist in the identification of circumstances and actions that happened before, or seemed to trigger any self-harming or inappropriate behaviors. This information will help to inform ways that household members can help to prevent such behaviors from occurring.
- g. At a minimum, the Child Placement Agreement will document the placement requirements to be followed for a child who needs Care Precautions or a Behavior Management Plan per paragraphs 4-6 or 4-7 of this operating procedure, including any exceptions.
- h. The Child Placement Agreement will be approved by the Supervisor.
- i. The requirements in the agreement must be accepted by at least one of the primary persons responsible for the child's care at the time of the child's placement. When the placement is made on an emergency basis a verbal agreement may be obtained and must be documented in a case note.
- j. At a minimum, the Child Placement Agreement will be signed by the investigator or case manager, the child if participating in the development of the agreement, the caregiver(s) and other persons in a caregiving role within five business days of the child's placement.
- k. A copy of the Child Placement Agreement must be provided to the caregiver(s) and the signed copy will be retained in the child's FSFN record.
- l. The BFP Intake Specialist and the Care Manager discuss the child's behaviors with the caregiver to ensure full understanding of the reasons that the child has been placed on a Child Placement Agreement.

Child Placement Agreement Care Precautions.

- a. The child welfare professional responsible for placing the child shall establish Care Precautions in the following situations:
 - (1) Child is an alleged or known victim of sexual abuse. Not all victims of sexual abuse display problem sexual behaviors or become sexually aggressive towards others, however the possibility does exist. Care precautions will be followed until the supervision and care needs of the child are better known and understood.
 - (2) Child exhibits problematic sexual behaviors.
 - (3) Child is victim of Human Trafficking (CSEC) and child does not display any Juvenile Sexual Behaviors, Behaviors that are a Significant Threat to Others or Severe Self-Harm.



- (4) Child is known to have exhibited Juvenile Sexual Behaviors or Behaviors that are a Significant Threat to others when:
 - (a) Behaviors occurred more than a year ago, or,
 - (b) Child has been in treatment, has had a Behavior Management Plan, and based on child's progress, child's treatment provider recommends stepping down the level of restrictions.
- b. At the discretion of the CBC/Lead Agency, Care Precautions may be required in cases involving severe self-harm or other types of behaviors that may result in harm to other children.
- c. Care Precautions may be terminated based on an evaluation by a qualified assessor and the absence of concerning behaviors which threaten the safety of other children in the home or the child.
- d. A child placed with care precautions shall be placed in a private bedroom until the child is known to the caregivers unless:
 - (1) The child is being placed with siblings and there are no concerns for the safety of anyone in the sibling group.
 - (2) A separate bedroom is not possible and the caregiver(s) agree to careful and frequent monitoring of sleeping arrangements in order to inform ongoing supervision needs.
 - (3) The child has a treatment provider who indicates a private bedroom is not necessary.
- e. Other precautions will be established as necessary based on what is known about the child and any relevant professional recommendations available.

Child Placement Agreement Behavior Management Plan.

- a. A Behavior Management Plan must be established in accordance with Rule [65C-30.011\(2\)](#), F.A.C., for children who have demonstrated any of the following behaviors within the past twelve months:
 - (1) Juvenile Sexual Behaviors.
 - (2) Behaviors that are a Significant Threat to Others.
- b. The following requirements must be followed unless a supervisor grants an exception based on a current assessment and recommendation by a qualified assessor.
 - (1) At the time of initial placement, if a qualified clinical assessor is not available or able to provide an assessment and recommendation, all of the following actions are required and must be agreed to by the caregiver(s) responsible.

- (2) An assessment by a qualified assessor must be received within 30 days of a child's placement, and the requirements in the Agreement must be modified as necessary.
- (3) The requirements include all of the following:
 - (a) The safety and supervision actions necessary to safely place a child with siblings when the child welfare professional has gathered enough initial information to determine that siblings should be placed together.
 - (b) The child must be the youngest child living in the home.
 - (c) A physically or sexually aggressive child must not be placed in a bedroom with a more vulnerable child.
 - (d) The child's bedroom must have an alarm or other alerting device for the door when there are concerns for the safety of the child or other children in the home during the times when caregivers are sleeping.
 - (e) The child must receive sight and sound supervision.
 - (f) Any court-ordered placement restrictions, including contacts, must be followed and documented in or attached to the Child Placement Agreement. The Agreement will identify any persons not included in the child's visitation/family time plan with whom the child is not allowed to contact or reside with.
- c. When recommendations become available, the Behavior Management Plan will document strategies and actions that the caregiver will use to prevent, intervene, and follow-up when the child's behaviors present difficulties or are a threat to self or others. These strategies or actions may include:
 - (1) Changes to the use of space, routines, and house rules;
 - (2) Positive reinforcement, de-escalation techniques, and therapeutic activities; or,
 - (3) The actions and assistance that will be provided to support the caregiver.

The caregiver's agreement to assist in the identification of any triggers or antecedents that appear to be associated with the child's self-harming behavior or inappropriate behaviors towards other children.
- d. The caregiver must have access at all times to a care manager, supervisor, or provider agency if assistance is needed.

Case Plans for Children with a Behavior Management Plan or Care Precautions. In accordance with Rule [65C-28.004](#), F.A.C., the care manager will provide referrals for formal assessments, eligibility determinations, and needed supports and services. The child's case plan, when appropriate, will include outcomes for the specific treatment or specialized service that the child needs.



New Incident of Harm While in Placement. If an incident of severe self-harming behavior, or physical or sexual assault of another child in care occurs, the care manager will seek an evaluation or recommendations from the child's treatment provider within three business days of such event to determine the need for developing or updating a Behavior Management Plan.

Monitoring of Child Behaviors During Routine Contacts. During routine contacts, the care manager will review a child's behavior(s) and the interventions used by the caregiver in the ongoing care of the child. Information will be gathered from separate interviews with the child, the caregiver(s), and staff to determine:

- a. Input as to how the requirements in the Agreement are working or not working.
- b. The implementation of any new house rules, interventions, or treatment.
- c. Any new incidents of physical or sexual violence or harm to other children in the home.
- d. Whether additional support is needed to maintain conditions in the home that provide safety and well-being and manage a child's behavior.

Update and Review of Child Placement Agreements

- a. When a new child is placed in the home, a review of any current Agreements will be conducted to determine if any changes are necessary.
- b. A new Child Placement Agreement will be established when a child with an Agreement is moved to a new placement setting.
- c. Based on recommendations from a qualified assessor, a new Agreement will be created or discontinued to change the level of restrictions.
- d. When a new Agreement is created based on any of the reasons in paragraph 4-11 of this operating procedure, documentation will be added to the prior plan to indicate the effective termination date and reason.
- e. Every Child Placement Agreement for children in LOHC will occur every 30 days until termination.
- f. All Child Placement Agreements for children in LOHC will be tracked on a master spreadsheet.

Supervisor and Qualified Assessor

- a. The supervisor will review and approve all initial and updated Child Placement Agreements, including a decision to discontinue an agreement.
- b. The supervisor is responsible for granting and documenting any exceptions to requirements that are based on verbal or written information received from a qualified assessor or other treatment professional.

FSFN Documentation

- a. When any professional recommendations are received verbally in emergency situations, the child welfare professional will document a FSFN Case Note within two business days for the purpose of a supervisor exception to any requirements in this chapter.
- b. Copies of any written professional assessments or treatment recommendations received will be scanned into the Medical/Mental Health drawer of the FSFN File Cabinet.
- c. Copies of any court orders with placement restrictions will be scanned into the Legal drawer of the FSFN File Cabinet.
- d. When a responsible caregiver who is required to sign the Agreement provides verbal agreement at the time of placement, the child welfare professional will document a FSFN Case Note within two business days.
- e. The signed Child Placement Agreement will be scanned into the Participant Documents drawer of the FSFN File Cabinet.

Child Placement Agreement Termination

- a) In order to terminate a Child Care Agreement the following conditions must be met:
 1. Based on an evaluation by the qualified assessor
and
 2. the absence of concerning behaviors which threaten the safety of other children in the home or the child.
- b) Termination of plans for children in Licensed Out of Home Care will be documented on a master trackingsheet.
- c) Children who have no indicated findings and whose allegations of sexual abuse are more than one year old will be assessed for termination of the Child Placement Agreement if the CBHA does not recommend specialized services and/or accommodations and have been evaluated by the qualified assessor.

BY DIRECTION OF THE CHIEF EXECUTIVE OFFICER:



PHILIP J. SCARPELLI
Chief Executive Officer
Brevard Family Partnership Family of Agencies

APPROVAL DATE: 4/21/2020