

See also: [FAC 65C-29.007](#)

Chapter 4

FS 39.307

CHILD PLACEMENT AGREEMENTS FOR CARE PRECAUTIONS AND BEHAVIOR MANAGEMENT PLANS

4-1. Purpose. This chapter establishes requirements for Child Placement Agreements (Agreement). The child welfare professional will create an Agreement when children that need out-of-home care may pose a *significant* threat to the safety of other children or themselves. The child welfare professional will attempt to keep siblings together and place children with relatives when possible. Child welfare professionals will provide caregivers with guidance and support.

4-2. Scope. This chapter applies to all child protective investigators, case managers and placement staff involved with the placement and care of children in out-of-home care.

4-3. Explanation of Terms. For the purposes of this chapter, the following definitions shall apply:

a. “Qualified Assessor” means a clinical professional with specific training and expertise to assess the child’s symptoms or behaviors and make recommendations. Recommendations may include interventions, treatment, care, supervision or other specialized services. The CBC Lead Agency may determine that a child’s treatment provider is a Qualified Assessor.

b. “Behaviors that are a Significant Threat to Others” include aggressive behaviors such as physically attacking others, fire setting, wounding or killing animals, or active destruction of property on purpose and with severity. The behaviors include a child with a communicable disease, whether or not he/she is symptomatic, who displays behaviors that increase the risk of transmission (e.g., biting, spitting, or the exchange of blood or semen). “Significant threat” means that the disease is life threatening and cannot be cured like other types of more common communicable diseases.

c. “Child Placement Agreement” means that a caregiver and child welfare professional have agreed upon specific care expectations for a child in out-of-home care whose behaviors or circumstances require additional supervision or safeguards. A child welfare professional creates an Agreement to define Care Precautions or a Behavior Management Plan.

d. “Exceptions” means that standard requirements in this operating procedure for Behavior Management Plans are waived or modified based on information received from a Qualified Assessor.

e. “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.

f. “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, being neither 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.

g. “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.”

h. “Prevention Rules” state the expected behaviors of all children and adults in the home to promote the children(s)’ safety.

i. “Sexual Abuse” as defined in CFOP [170-4](#) is sexual contact with a child by the parent(s), legal guardian(s) or caregiver(s), or other persons responsible for the child’s welfare.

(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 when sexual exploitation has occurred for commercial purposes, it is considered “Human Trafficking.”)

j. “Severe Self-Harm Behavior” means that a mental health professional has determined that a child’s 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, runaway behavior or self-inflicted burns.

4-4. Full Disclosure to Caregivers. Child welfare professionals will provide caregivers with comprehensive information about children being placed per requirements in Rule [65C-28.004](#), Florida Administrative Code (F.A.C.). The child welfare professional responsible for any placement changes will provide all known information about the child to the new caregiver(s). This includes the following:

- a. If the child is a known victim of sexual abuse or human trafficking, 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, 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 the child needs on an ongoing basis.
- e. Any specialized education or training that is recommended for the caregiver.
- f. Any current treatment including psychotropic medications and progress related to treatment goals.
- g. Any court-ordered restrictions on the child’s placement including restricted access to specific family members or other persons.
- h. What worked or did not work in past placement(s).
- i. Should a new incident of self-harming behavior, or physical or sexual assault of another child occurs, the caregiver(s) must provide immediate intervention to ensure the safety of all children in the placement and notify the child welfare professional within 24 hours of the incident.

4-5. Requirements for All Agreements.

- a. When a child is placed during a child protection investigation, the CPI is responsible for the following:
 - (1) Gathering information about the child’s behaviors or conditions that would require an Agreement.
 - (2) Making the child’s physical placement and establishing the Agreement with the caregiver(s) per requirements in this chapter.
 - (3) The Department or Sheriff responsible for investigations and the CBC Lead Agency may establish local protocols related to the CPI’s responsibilities in paragraphs (1) and (2) above.
- b. The CBC Lead Agency will determine which agencies in the local system of care are responsible for Child Placement Agreement activities. The options include Supervising Agencies (defined in Rule [65C-30.001](#), F.A.C.), Case Management Organizations or the CBC Lead Agency. Responsibilities include the following:

- (1) Identifying qualified assessors.

- (2) Establishing the process for granting exceptions.
- (3) Establishing local protocols for children being placed with respite care providers.
- (4) Developing and reviewing Agreement(s).
- (5) Monitoring and modifying all Agreements during ongoing services.
- (6) Establishing local protocols for termination of Child Placement Agreements.

c. A child welfare professional must create a Child Placement Agreement for children who need Care Precautions or Behavior Management Plans.

d. The child welfare professional will establish a Child Placement Agreement at the time of placement when there are allegations or as soon as it is known that a child has any of the following:

- (1) Problematic Sexual Behavior.
- (2) Victim of Sexual Abuse.
- (3) Victim of Human Trafficking (CSEC).
- (4) Juvenile Sexual Abuse.
- (5) Behavior(s) that are a Significant Threat to Others.

e. The CBC Lead Agency will determine whether an Agreement is necessary 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.

(3) When a child in care is receiving Behavioral Health Overlay Services (BHOS), the treatment team that develops the "resident specific plan" will make a recommendation to the CBC Lead Agency as to whether an Agreement is needed.

f. The child welfare professional responsible will develop the Agreement in collaboration with the caregiver(s). The child welfare professional should 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. Other providers or persons who know the child may be invited to participate in the development of the Agreement.

g. The 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.

h. The Agreement does not duplicate or replace the need for a Safety Plan when the child is unsafe per requirements in Section [39.301\(9\)\(a\)6a](#), F.S..

i. The child welfare professional responsible must discuss Prevention Rules with caregivers. These rules are required in all Agreements for Care Precautions or Behavior Management Plans. The

child welfare professional must explain to caregiver(s) that their assistance is necessary to identify circumstances and actions that happen before, or seem to trigger, any child's self-harming or inappropriate behaviors. This information will help to inform ways that household members can help to prevent such behaviors from occurring. 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 that outlines the type of clothing that is acceptable and under what circumstances.

j. 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.

(1) All Agreements will be reviewed by the Supervisor before caregiver signatures are obtained.

(2) 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 the Agreement is created. A verbal agreement may be obtained when:

(a) A child is placed on an emergency basis.

(b) The need for an Agreement is known after a child is in a placement. An Agreement will be established to prevent the need for a placement change whenever it is safe to do so.

k. The child welfare professional will obtain signatures on the Agreement within five business days.

(1) At a minimum, the 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.

(2) If the child remains in the placement for less than five days, signatures are not required.

(3) Signatures to a current Agreement should be added when there are any subsequent respite care provider(s) or trial placement provider(s).

l. A copy of the Child Placement Agreement must be provided to the caregiver(s) and the signed copy will be uploaded to the Child Placement Agreement Page in FSN.

m. The child welfare professional will terminate an Agreement based on the requirements in this chapter. The child welfare professional will document the effective termination date, reason and notification to the placement provider.

4-6. Child Placement Agreement Care Precautions.

a. The child welfare professional responsible for the child's placement shall establish Care Precautions in the following situations:

(1) Child exhibits Problematic Sexual Behaviors.

(2) Child is an alleged or known victim of Sexual Abuse.

(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. An Agreement with Care Precautions will not be established when the relative/non-relative caregiver(s) have extensive knowledge about the child as the result of providing care in the past and there are not any concerns for the child's safety in the home.

c. 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.

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 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.

f. Care Precautions will be followed until the supervision and care needs of the child are better known and understood.

g. When a child in care discloses sexual abuse by a perpetrator who does not reside in the current placement setting, and the child has not demonstrated any behaviors that require an Agreement, Care Precautions are not required.

4-7. Child Placement Agreement – Behavior Management Plan.

a. A Behavior Management Plan must be established per 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 Abuse.
- (2) Behaviors that are a Significant Threat to Others.

b. At the time of initial placement or when the behaviors occur during out-of-home care, the child welfare professional will take the following actions.

(1) The child welfare professional responsible will seek immediate consultation with a qualified assessor to determine the following actions.

- (a) The safety and supervision necessary to allow a child to remain with siblings.
- (b) The safety and supervision necessary to allow a child to remain in the current placement setting.

(2) If a qualified assessor is not available or able to provide an immediate assessment and recommendation, all of the following actions are required and must be agreed to by the caregiver(s) responsible.

(a) The child must be the youngest child living in the home unless the following conditions are met:

1. The child is part of a sibling group and the safety of the sibling group can be maintained in the same setting.

2. The placement setting is a licensed home that the lead agency determines can provide the necessary supervision.

3. There has been full disclosure to a relative/non-relative about the behaviors of the child that are a concern, and the relative/non-relative and child welfare professional believe that the safety of the other children in the home can be provided by the caregiver(s) through reasonable supervision measures. The Agreement established with the caregiver will note how the caregiver will achieve supervision and safety needs of children in the home.

(b) A physically or sexually aggressive child must not be placed in a bedroom with a more vulnerable child.

1. 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.

2. The child must receive sight and sound supervision during the child's awake hours.

3. Any court-ordered placement restrictions, including contacts, must be followed and documented in 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.

(3) An assessment by a qualified assessor must be received within 45 days of a child's placement, and the requirements in the Agreement must be modified as necessary.

c. 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;

(3) Actions and assistance that will be provided to support the caregiver; or,

(4) 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 case manager, supervisor, or provider agency if the caregiver needs assistance.

4-8. Case Plans for Children with a Behavior Management Plan or Care Precautions. In accordance with Rule [65C-28.004](#), F.A.C., the case 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.

4-9. New Incident of Harm While in Placement. If an incident of severe self-harming behavior, or physical or sexual assault of another child occurs, the caregiver will provide immediate intervention and notification as indicated in paragraph 4-4i of this operating procedure. The case 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.

4-10. Monitoring of Child Behaviors during Routine Contacts. During routine contacts, the case 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.

4-11. Updating 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 or new information learned, an Agreement may be modified to change the requirements.

d. A new respite care or trial placement provider will be added to an existing Agreement. Any care requirements specific only to the new provider may be added to the current Agreement.

e. When an Agreement is modified, documentation will be provided in the Agreement to explain the reason.

f. The following are possible outcomes when a child welfare professional updates an Agreement.

(1) The Agreement type is changed.

(2) The placement requirements are changed.

(3) The child no longer needs an Agreement and it is terminated. This includes situations when the child is placed in a new setting where an Agreement is not necessary per paragraph 4-5e of this operating procedure.

g. When an agreement is modified, new signatures will be obtained to document the caregiver(s)' agreement.

4-12. Supervisory Oversight.

a. The supervisor of the child welfare professional responsible for the Agreement will review all initial and updated Child Placement Agreements, including a decision to terminate an agreement.

b. As part of the review process, the supervisor is responsible for:

(1) Determining that the child is in the least restrictive setting. This includes remaining safely with siblings and/or relative/non-relative caregivers.

(2) Preventing placement disruptions unless it is clearly necessary given the unique circumstances of the child, caregiver, or placement setting.

(3) Determining that the requirements for Care Precautions or Behavior Management Plans are met.

(4) Granting and documenting any exceptions to requirements as part of the review process. Exceptions will be granted based on verbal or written information received from a qualified assessor.

4-13. FSFN Documentation.

a. The agreement details section on the Child Placement Agreement Page will be completed any time a Child Placement Agreement needs to be created or modified.

b. The child welfare professional will document any professional recommendations received verbally on the Child Placement Agreement Page within two business days.

c. Copies of any written professional assessments or treatment recommendations received will be scanned into the Child Placement Agreement Page on the Reviews Tab.

d. The child welfare professional will document a caregiver's verbal agreement at the time of placement on the Child Placement Agreement Details tab in the Agreement Comments.

e. The supervisor will document his/her review on the Reviews Tab of the Child Placement Agreement Page.

f. The signed Child Placement Agreement will be uploaded into the Child Placement Agreement Page on the Child Placement Agreement Details Tab.

g. The child welfare professional will document the effective termination date and reason on the Child Placement Agreement Page on the Child Placement Agreement Details Tab. A Child Placement Agreement Page should only be terminated in FSFN when there is no longer a need for a Child Placement Agreement.

h. The following FSFN resource is located on the [Center for Child Welfare](#) FSFN "How Do I Guide" page: "[Child Placement Agreement User Guide](#)."