




State of Florida
Department of Children and Families


Rick Scott
Governor

Mike Carroll
Secretary

DATE: January 25, 2017

TO: Regional Managing Directors
Community-Based Care Lead Agency CEOs
Sheriff's Offices Conducting Child Protective Investigations

THROUGH: David L. Fairbanks, Deputy Secretary 

FROM: JoShonda Guerrier, Assistant Secretary for Child Welfare 
Vicki Abrams, Assistant Secretary for Operations

SUBJECT: CFOP 170-11, Placement
Chapter 4, Child Placement Agreements for Care Precautions or Behavior
Management Plans
Effective date of revised Chapter 4: May 15, 2017

PURPOSE: The revised child welfare operating procedure for child placement agreements is final and the date range for implementation is extended to May 15, 2017. This memo highlights changes that will go into effect upon publication. The Child Placement Agreement functionality in FSFN will be available May 12, 2017. A final version of the Child Placement Agreement template is attached and can be used when manually creating the agreement in the caregiver's home. Agencies implementing prior to the availability of FSFN functionality can utilize the attached template or use another form that supports the new operating procedure.

Chapter 4 of CFOP 170-11, September 12, 2016 through May 15, 2017, supersedes Chapter 4, effective September 12, 2016 through January 31, 2017.

BACKGROUND: The effort to strengthen child placement practices for children in out-of-home care began in June 2016 when this new procedure was first published. At that time, the Department also kicked off a pilot project in partnership with the Chief Operating Officers (COO) Committee of the Florida Coalition for Children. The pilot project was an effort to utilize and refine the proposed template for the Child Placement Agreement. Five Community-Based Care (CBC) Lead Agencies volunteered to participate.

The pilot project resulted in recommend changes to the template, guided the FSFN design, informed implementation strategies, and identified refinements to the new operating procedure. The "Final Report, Child Placement Agreement Pilot Project" is attached. The Center for Child Welfare has created a page with resource material gathered from the pilot sites at:
<http://www.centerforchildwelfare.org/OutofHomeCare/childPlacementAgreement.shtml>

1317 Winewood Boulevard, Tallahassee, Florida 32399-0700

Mission: Work in Partnership with Local Communities to Protect the Vulnerable, Promote Strong and Economically Self-Sufficient Families, and Advance Personal and Family Recovery and Resiliency

The Child Placement Agreement Design team met January 10-11, 2017 and established the design requirements for FSFN's support of the new operating procedure. The field version of the template is based on the final FSFN design.

Changes in the operating procedure provide clarification on the following:

1. CPI responsibilities during an investigation for creating an Agreement.
2. CBC/Lead Agency responsibilities.
3. The need to keep siblings together and maintain a child in his/her current placement when safe to do so.
4. The exceptions process is only required for Behavior Management Plans.
5. More clearly defines the termination process for Care Precautions and Behavior Management Plans.
6. When the child should be the youngest child in the home and, if not possible, the reasonable safeguards.

ACTION REQUIRED: Please share this memorandum with all DCF, Sheriff's Offices conducting Child Protective Investigations, CBC Lead Agency personnel, and Case Management Organizations as appropriate and ensure that the revised procedures are implemented effective no later than May 15, 2017.

CONTACT INFORMATION: If you require additional information or have any questions, please contact Alissa Cross, Safety Manager, Office of Child Welfare at (850) 717-4653 or Alissa.Cross@myflfamilies.com.

ATTACHMENTS

Final Report, Child Placement Agreement Pilot Project
Child Placement Agreement Template, Field Version

cc: Grainne O'Sullivan, Statewide Director, Children's Legal Services
Diane Dusenbury, Chief of Contract Oversight
Regional Family and Community Services Directors
Alan Abramowitz, Guardian Ad Litem Executive Director
Shawn Salamida, Chair, Board of Directors, Florida Coalition for Children
Center for Child Welfare

CF OPERATING PROCEDURE
NO. 170-11

STATE OF FLORIDA
DEPARTMENT OF
CHILDREN AND FAMILIES
TALLAHASSEE, May 15, 2017

Child Welfare

PLACEMENT

This operating procedure describes requirements related to the appropriate placement of children who need out of home care.

This operating procedure applies to child protective investigators, case managers, placement, licensure, adoption and independent living specialists.

BY DIRECTION OF THE SECRETARY:



JOSHONDA GUERRIER
Assistant Secretary for
Child Welfare

This operating procedure supersedes CFOP 170-11, Chapter 4 effective September 12, 2016 through January 31, 2017.

OPR: Office of Child Welfare

DISTRIBUTION: X: OSES; OSGC; ASGO; Region/Circuit Child Welfare staff.

SUMMARY OF REVISED, ADDED, OR DELETED MATERIAL

Chapter 4 entitled "Child Placement Agreements for Care Precautions and Behavior Management Plans" **will BE EFFECTIVE** September 12, 2016 through May 15, 2017 **(or sooner by local agreement)**. Changes in the policy provide clarification on the following:

1. CPI responsibilities during an investigation for creating an Agreement.
2. CBC Lead Agency responsibilities.
3. The need to keep siblings together and maintain a child in their current placement when safe to do so.
4. The exceptions process is only required for Behavior Management Plans.
5. More clearly defining the termination process for Care Precautions and Behavior Management Plans.
6. Clarifying when the child should be the youngest child in the home, and if not possible, the reasonable safeguards.

Upon becoming effective, this Chapter 4 supercedes CFOP 170-11, Chapter 4 "Child Placement Agreements for Care Precautions and Behavior Management Plans" effective September 12, 2016 through January 31, 2017 based on local agreement between DCF and CBC Lead Agencies.

Chapter 4

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 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), 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 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.

i. 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.

j. 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).

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 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 4-4.i. 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 4-5.e. 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 approval process. Exceptions will be granted based on verbal or written information received from a qualified assessor.

(5) The supervisor will document the results of the review in FSFN. The supervisor's documentation will include the name of the qualified assessor, the information received and the date received. If the qualified assessor has provided written recommendations, they should be referenced and uploaded to the Medical/Mental Health section of the child's FSFN record.

4-13. 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 FSFN File Cabinet within the Image Category of Medical Records.

c. The child welfare professional will create documentation in FSFN when a caregiver who is required to sign the Agreement provides verbal agreement at the time of placement.

d. The signed Child Placement Agreement will be scanned into the FSFN File Cabinet.

e. The child welfare professional will document the effective termination date and reason in FSFN.

Final Report
Child Placement Agreement Pilot Project
12/28/2016

Background and Goals of Pilot Project

In partnership with the Chief Operating Officers (COO) of the Florida Coalition for Children, the Office of Child Welfare (OCW) established the Child Placement Agreement Pilot Project in July 2016. Five Community Based Care (CBC) Lead Agencies participated – Big Bend Community Based Care; Children’s Network of SW FL; ChildNet, Palm Beach; Brevard Family Partnership and Community Partnership for Children. Each site involved participation and collaboration from the local Regional Office of the Department. Also participating in the pilot was a representative from a Child Protection Team and a Safe Home provider.

The pilot sites were responsible for implementing CFOP 170-11, Chapter 4, Child Placement Agreements, which replaced CFOP 175-88, The Prevention and Placement of Child Victims and Aggressors Involved in Child-on-Child Sexual Abuse, Sexual Assault, Seduction or Exploitation in Substitute Care. The sites also agreed to test a pilot word version of the Child Placement Agreement. Sites had the option of implementing the Agreement across all of their providers and units, or implementing on a smaller scale. The primary goals of the pilot project were to:

- Test a word version of the Child Placement Agreement to inform Florida Safe Families Network (FSFN) design requirements.
- Validate the new operating procedure, CFOP 170-11, Chapter 4, Child Placement Agreements and the goal of improving child safety and stability in care.
- Test implementation approaches to further inform statewide implementation strategies
- Validate that Child Placement Agreement meets the needs of caregivers to protect and support the children placed in their care.

The sites agreed to the following activities during the pilot project:

- a. Identify an agency representative to participate in a one day Pilot Site orientation meeting in early July to receive training on new policy and completion of the Child Placement Agreement and identify feedback needed from the pilot.
- b. Conduct local orientation and training. Identify and/or update the identification of local “qualified assessors.”
- c. Dates to begin pilot testing of draft templates.

**Final Report
Child Placement Agreement Pilot Project
12/28/2016**

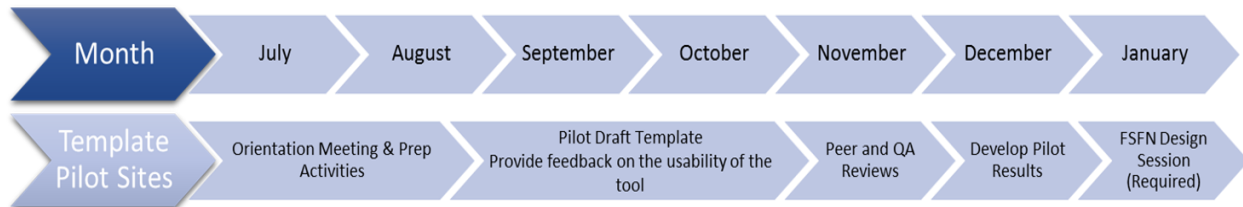
d. Gather and document feedback from frontline users, including supervisors. Participate in a statewide conference call every two weeks to share and discuss findings and any actions needed.

e. Participate if possible in a peer review with OCW and quality assurance staff of a small sample of completed Child Placement Agreements to evaluate qualitative issues.

f. In early December, participate in Pilot Project wrap-up meeting to share final results and develop consensus about FSFN design requirements.

g. In January, 2017, designate an agency representative from the pilot project to participate in the final FSFN design session.

The new CFOP was released in July and the date range for statewide implementation established was September 12, 2016 through January 31, 2017. This afforded all CBC/Lead Agencies the discretion to delay full implementation until the pilot project was completed. A final meeting of the final pilot sites was held on December 7, 2016 in Orlando to develop agreement on findings and recommendations.



Major Pilot Site Findings

The pilot sites agreed on the following benefits of the new policy and template:

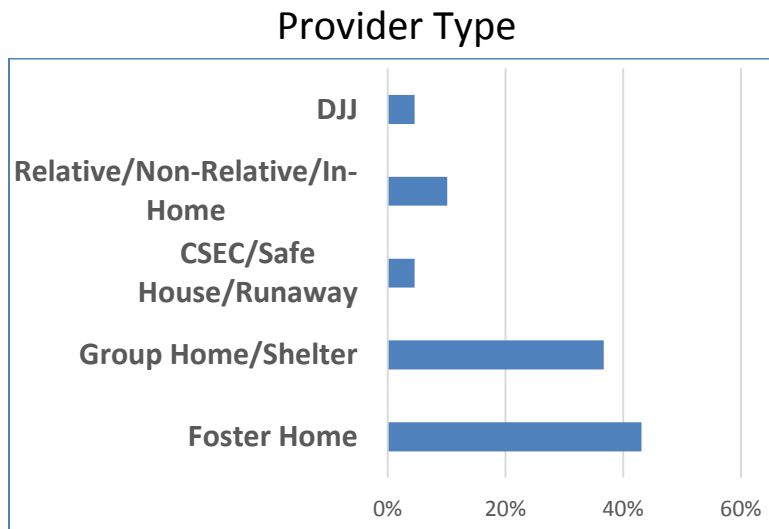
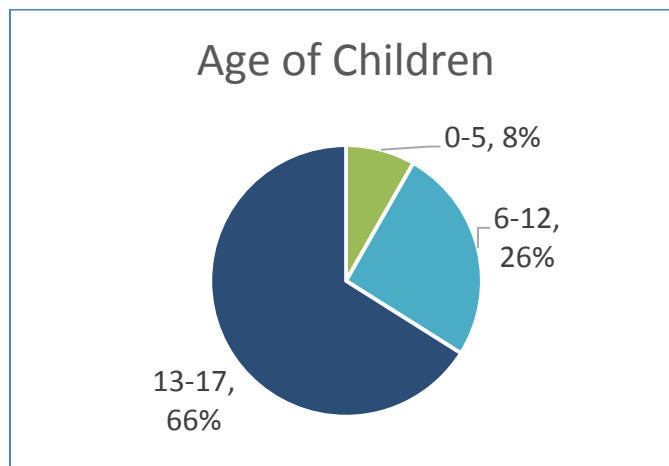
- Methods to end plans are clear.
- The process and template provide a better structure for engaging caregivers.
- Caregivers like the new Child Placement Agreement.
- Involving children when developmentally appropriate is of benefit to both the child and caregiver.
- The new policy is more clear and promotes the least restrictive setting for children, including termination of Agreements when they are not necessary.
- Fewer children require Agreements.

Final Report
Child Placement Agreement Pilot Project
12/28/2016

There is still reluctance to end a plan (an Agreement) given the lack of guidance in the past CFOP and COU audit findings. There is also a tendency for Agencies to be risk adverse. This could lead to the establishment or continuation of Agreements when it is not of any benefit to the child or caregiver. All sites agree that an Agreement should only be established when it offers needed guidance to the caregiver. When caregivers have expertise and/or extensive past experience in keeping children in care safe, an Agreement should not be created.

Pilot Process and Data Findings

The pilot sites submitted data reports every two weeks. The Pilot Sites created a total of 109 Child Placement Agreements. Of the Agreements created, 54% were Care Precautions and 40% were Behavior Management Plans. A Qualified Assessor was necessary in 49% of the cases. The age distribution of children and provider types is shown below.



Final Report
Child Placement Agreement Pilot Project
12/28/2016

A qualitative review of a sample of Agreements was undertaken to evaluate the quality of information recorded. Each site selected a mix of cases for the review (7 Agreements per site). A team of seven reviewers assessed a total of 35 cases. The quality review team included some members from CBC Lead Agencies not participating in the pilot, quality assurance specialists and intake specialists. Findings and recommendations from the qualitative review were vetted with the pilot sites at their final statewide meeting on December 7, 2016.

Recommendations for Implementation

Some of the pilot sites chose to implement the new CFOP and template across all of their agencies and units; others implemented on a smaller scale. Pilot sites had the following recommendations for implementation of the new process and template:

- Integrate training of CPI and CBC staff. Monitor whether refresher training is needed for CPIs, case managers or other child placement professionals.
- Provide training for Behavioral Health and Comprehensive Behavioral Health Assessment (CBHA) providers, and ensure Community Based Care Integrated Health is aware of the new policy.
- Attach the Child Placement Agreement to a CBHA referral so while the evaluator is interviewing and collecting more information they may make a determination as to the accuracy of the Agreement.
- Orient Judiciary as to local process for implementation of the updated Child Placement Agreement process.
- Develop a clear workflow map, with attention to how Agreements developed by CPI's are transferred to the CBC Lead Agency.
 - Some CBC Lead Agencies provided on-call assistance to CPIs in the development of Child Placement Agreements for specific children.
 - Ensure that Child Placement Agreements completed by CPI are being sent with the CBHA referral (one site)
- Identify an ample number of Qualified Assessors. Many sites did not have a sufficient number of qualified assessors identified initially, and had to expand the number of assessors available. Sites identified the following professionals to serve as qualified assessors:
 - Established therapists

Final Report
Child Placement Agreement Pilot Project
12/28/2016

- In-House clinical staff
- CBHA Assessors – Add hours for placement recommendations; this may require state level coordination with AHCA to support additional cost that was presented for reimbursement by CBHA assessors in at least one pilot site.
- CPT/CAC input
- Include all system partners in workflow mapping (CPI, Case Management, Supervising Agency, CBC Lead Agency, etc.) to ensure that roles and responsibilities are clear.
- Provide training specific for supervisors, including the supervisor approval process and granting of exceptions.
- Communicate and orient other stakeholders as necessary. For example, Child Protection Team, local DJJ providers, group care providers, foster parent association, relative caregiver support groups.
- Complete reviews of all children who are currently on a “safety plan/sexual safety plan” as well as any children who were deemed to need a staffing based on behavioral concerns but did not currently meet the criteria for a safety plan. Many current plans were terminated based on the new policy.

Recommendations for Policy Refinement

During the pilot project, there were a number of policy questions that participants generated. A “Question & Answer” document was created to track answers provided. Based on a review of the most common questions, the Office of Child Welfare has drafted changes to the policy. The pilot sites have reviewed the changes to policy. Changes in the policy address the following:

1. Summarize CPI responsibilities during an investigation for creating an Agreement.
2. Summarize CBC Lead Agency responsibilities.
3. Emphasize the need to keep siblings together and maintain a child in his/her current placement when safe to do so.
4. Limit the need for recommendation from a qualified assessor to Agreements for Behavior Management Plan.
5. Clearly define the termination process for Care Precautions and Behavior Management Plans.
6. Clarify when the child should be the youngest child in the home and, if not possible, the reasonable safeguards.

**Final Report
Child Placement Agreement Pilot Project
12/28/2016**

7. Further describe expectations for Supervisor Consultations related to approval of Agreements.

Recommendations for Template and FSN Design

The findings and recommendations from both the qualitative review, data reports submitted from the five sites, and discussion at the final site meeting are as follows:

1. Finding: In 77% of cases reviewed, the narrative alone was not sufficient to identify whether the Agreement was created as an initial placement, a new incident, or a placement change.

Recommendation: In Section I of the template, add check boxes with the following drop down options to identify the Purpose(s) for the Agreement.

- ☐ Initial Placement
- ☐ Update to Existing Agreement
- ☐ New Incident
- ☐ New Information About Child
- ☐ Change of Placement
- ☐ Recommendation from Qualified Assessor

2. Finding: In 69% of cases reviewed, narrative documentation provided concise and clear reasons for the Agreement.

Recommendation: Further clarity in the instructions for the narrative would be achieved with the following new language which is underlined. "Describe the child's current behavior(s) or circumstances that are the reason for creating the Agreement. Explain the basis for concerns (are concerns suspected or is dependable information already known). If this is an updated Agreement, describe the changes in circumstances."

3. Finding: In 74% of cases reviewed, information provided was sufficient to determine whether Care Precautions or Behavior Management Plan was necessary.

Recommendation: Adding hover definitions in FSN to the types of child behaviors will assist staff in selecting the correct choices.

4. Finding: In 77% of cases reviewed, a category and sub-type of child behavior was selected.

Final Report
Child Placement Agreement Pilot Project
12/28/2016

Recommendation: FSFN business rule should require the selection of at least one category and one sub-type of child behavior.

5. Finding: Only 2 of 35 cases reviewed had sufficient information and documentation to determine that the exceptions process was followed. CBHA's and other supporting evaluations were difficult to find in the child's FSFN record.

Recommendation: Add a Supervisor Approval section to the template to include the following information:

Supervisor Name

- ☐ No exception required
- ☐ Exception required and received

Name of qualified assessor

Date received

Documentation. Instructions for documentation should require a brief reference to identify where documentation is, for example Case Note or written document received.

Recommendation: Information and training should be provided to the field about where to store CBHAs. OCW will take the lead to also expand base security for licensing staff to view Medical/Mental Health information in FSFN without needing an assignment.

6. Finding: 57% of cases reviewed had placement requirements clearly identified. Many cases had "Other" checked and had to add specific instructions.

Recommendation: When the page in FSFN is designed, create drop down values for "Other" need to be added to the template. Examples include:

- ☐ Child must be youngest child in bedroom
- ☐ Child must not share bedroom with a child who is sexually aggressive
- ☐ Baby monitors should be in all bedrooms for sound monitoring
- ☐ Monitor child's use of electronic devices and social media

7. Finding: In 63% of cases reviewed, narrative instructions were added to provide useful and clear guidance to caregivers. There was a tendency to describe the specialized services that the child would be receiving. There was little guidance provided about the role of the caregiver in terms of communication with the provider, participation in child's treatment, and seeking

**Final Report
Child Placement Agreement Pilot Project
12/28/2016**

information about interventions to use with the child in the placement setting. The best caregiver instructions appeared to be provided by qualified assessors.

Recommendation: Strengthen local training provided about importance of customized caregiver instructions. Further development of local protocols will be necessary to improve access to qualified assessors for assistance with child-specific caregiver instructions.

8. Finding: Most Agreements reviewed stated that caregiver can call case manager, on-call staff, intake and placement staff, and/or MRT. The Agreements did not provide specific contact information (the name of the professional and phone number).

Recommendation: For the template only, add a field for name(s) and phone number(s) of professionals to call in the event of an emergency with a specific child.

9. Other template or FSN design recommendations from QA review or pilot site participants:

- Add standard language to the signature page that reflects that the signatures indicate agreement to the terms and conditions in the Agreement.
- When page is developed In FSN, the worker documents who participated in the development of the Agreement.
- Method for documenting child reviewed at time of out-of-home placement and whether an Agreement is needed
 - Living Arrangement
 - Out of Home Placement
 - FFA-I, FFA-O, Progress Update
- More drop down options vs. narratives
- Align Behaviors with CFOP definitions
- Need tracking for children in non-licensed placements
- New incident of harm while in care (physical or sexual assault, severe self-harm) which requires seeking evaluation in three business days
- Only allow one type of Agreement at a time
- Flexibility based on age
- Child behaviors and circumstances may or may not change with each new Agreement
- New signatures required on Agreement

**Final Report
Child Placement Agreement Pilot Project
12/28/2016**

- Support the upload of hand-written forms/image
- Provide some built-in directions with the Agreement
- Filter options for Care Precautions and Behavior Management Plans
- Monthly contacts with child/caregiver—field to capture when review of Agreement is needed
- Other possible locations in FSFN
 - Documenting verbal “Precautions” at time of placement (CPI, CBC, Other Provider)
 - CPI at time of removal
 - Prompt for formal plan to be in place in 5 days
 - FFA-I, FFA-O, Progress Update: Is Child Placement Agreement necessary? Y/N
 - Verbal Agreement created date
 - Capture history of Care Precautions and Behavior Management Plans in Person Management (similar to Child/Adult/Parent)
 - Alerts external to FSFN
 - DJJ for crossover youth
 - Medicaid re: CBHA

Next Steps

1. After gathering feedback from pilot sites, the Office of Child Welfare will publish the updated CFOP and a final revised word template.
2. The Center for Child Welfare will establish a special resource folder for implementation materials shared by the pilot sites. This folder will include training PowerPoints that were developed.
3. The COOs of the FCC will assist with sharing information about the pilot project and implementation recommendations.
4. In January, there will be a FSFN design session to finalize the design elements for the Child Placement Agreement within FSFN. A call for design participants has gone out from Elisa Cramer, Director of Child Welfare Strategic Projects.



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Child Placement Agreement

Child's Name: _____ Effective Date: _____

Provider Name: _____ Placement Begin Date: _____

Agreement Type: ☐ Care Precautions ☐ Behavior Management Plan

Purpose: ☐ Initial Agreement ☐ Change of Placement

☐ Update to Agreement ☐ Respite/Visitation

☐ New Incident

I. Child Behaviors or Circumstances:

Describe the child's current behavior(s) or circumstance(s) that explain the purpose for creating or updating the Agreement.

Reason for Agreement: Selections may reflect concerns suspected or dependable information known at the time Agreement is created.

<input type="checkbox"/> Problematic Sexual Behavior	
<input type="checkbox"/> Sexual Abuse	
<input type="checkbox"/> Sexual Battery	<input type="checkbox"/> Sexual Molestation
<input type="checkbox"/> Sexual Exploitation	<input type="checkbox"/> Other:
<input type="checkbox"/> Human Trafficking (Commercial Sexual Exploitation of a Child)	
<input type="checkbox"/> Juvenile Sexual Abuse	
<input type="checkbox"/> Non-Contact	<input type="checkbox"/> Direct Contact
<input type="checkbox"/> Other:	
<input type="checkbox"/> Behaviors that are a Significant Threat to Others	
<input type="checkbox"/> Animal Cruelty	<input type="checkbox"/> Fire Setting
<input type="checkbox"/> Destructive to Property	<input type="checkbox"/> Physically Assaultive
<input type="checkbox"/> Other:	
<input type="checkbox"/> Severe Self Harm	
<input type="checkbox"/> Eating disorders	<input type="checkbox"/> Self-inflicted burns
<input type="checkbox"/> Punching or hitting to evince pain/injury	<input type="checkbox"/> Sticking objects in skin
<input type="checkbox"/> Runaway behavior	<input type="checkbox"/> Suicide Attempts
<input type="checkbox"/> Self-cutting	<input type="checkbox"/> Other:



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Child Placement Agreement

II. Placement Requirements:

Placement Limitations

- ☐ Must be the only child residing in the home.
- ☐ Child has specific placement limitations with sibling(s).
- ☐ Must be the youngest child in the home.

Bedroom Restrictions

- ☐ Child must have his/her own bedroom.
- ☐ Child must not share a bedroom with any children that are younger or more vulnerable.
- ☐ Child must not share a bedroom with any child who is sexually aggressive, displays problematic sexual behavior or has a history sexual abuse.
- ☐ Child must have an alarm or other alerting device for his/her bedroom.
- ☐ All bedrooms must have baby monitors so caregiver(s) can investigate unusual sounds.

Supervision During Awake Hours

- ☐ Child must have supervision when with any other children, regardless of age.
- ☐ Child must have supervision when with younger or more vulnerable children.
- ☐ Child must have adult supervision on all outings.
- ☐ Child must have supervision of all interactions with peers.
- ☐ Child must have special contact restrictions beyond those listed in the visitation plan.

Social Media and Electronic Devices

- ☐ Child must not have access to social media.
- ☐ Child must not have a cell phone.
- ☐ Caregiver will place appropriate settings on computer(s) to prevent child's access to inappropriate material.

Other Requirements

- ☐ Caregiver must lock up specific items such as knives, matches, lighters or other items that child might use to start a fire or injure self.
- ☐ Special contact restrictions exist beyond those listed in the visitation plan.
- ☐ Other placement requirements exist.



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Child Placement Agreement

The following is information necessary to implement the identified placement requirements.

III. Caregiver specific supports:

The following are the caregiver specific supports recommended, including any education or advanced training opportunities; any planned in-home services; and expectations for caregiver(s) direct communication and/or participation with child's treatment provider(s).

IV. Emergency Contact Information

In the event of an emergency, please contact:



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Child Placement Agreement

Prevention Rules

The caregiver(s) will assist in the identification of circumstances and actions that happen before, or seem to trigger any self-harming or inappropriate behaviors and what happens after such instances. This information will help to inform the professionals involved as to ways that caregivers can help to prevent such behaviors from re-occurring.

Caregivers will enforce and discuss the following prevention rules with all family members living in their home:

- Caregivers will understand and be able to explain what kind of touch is “okay” and that children should seek permission before touching another person or his/her things. House rules will provide ongoing and positive reinforcement of the need for personal boundaries.
- Caregivers will limit access to bedrooms by establishing and enforcing ground rules on child visitation in bedrooms. Family members will respect personal space, such as knocking before entering a room.
- 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.
- Caregivers will be responsible for making sure that children only have access to age and developmentally appropriate material (magazines, pictures, internet or video).
- Only one child should be in the bathroom at a time. The child should close the bathroom door 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.
- Caregivers will establish a dress code which outlines the type of clothing that is acceptable and under what circumstances.



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Child Placement Agreement

SIGNATURES

By signing this Child Placement Agreement, I acknowledge and agree to the terms and conditions contained within the agreement.

Case Manager/ Child Protective Investigator (CPI) Printed Name: Date:

Case Manager/ Child Protective Investigator (CPI) Signature: Date:

Case Management Supervisor/ CPI Supervisor (Printed Name) Date:

Case Management Supervisor/ CPI Supervisor (Signature) Date:

Caregiver (Printed Name and Name of Placement): Date:

Caregiver (Signature): Date:

Caregiver (Printed Name and Name of Placement): Date:

Caregiver (Signature): Date:

Child (Printed Name): Date:

Child (Signature): Date:

Other (Signature and Title): Date:

Other (Signature and Title): Date:

****Once signed please remember to upload this signed document into the Florida Safe Families Network (FSFN).****