



Exhibit 1: Scope of Services
Assessment & Stabilization Center (ASC) Contract
with the Division of Milwaukee Youth Protective Services (DMCPS)

Contract Period: January 1, 2023 – December 31, 2023

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Appendix A

Summary of Documents Contractor Must Provide to DMCPS Prior to Placement of Children



1. Common Acronyms and Definitions

- a. The terms “**child**” and “**youth**” as used within this document are intended to convey the same meaning and the words are used interchangeably
- b. **ASC**: Assessment & Stabilization Center
- c. **BPOHC**: Bureau of Permanency and Out-of-Home care, a segment of the Wisconsin Department of Children and Families
- d. **CHIPS**: Children in Need of Protection or Services
- e. **CAPS**: Child Advocacy Protection and Services
- f. **CAP**: Corrective Action Plan
- g. **CPS**: Child Protective Services
- h. **Child Welfare Case Manager**: a case manager who works for or is contracted by the State of Wisconsin to perform case management services for children in need of protective services. May be an employee of DMCPs, SaintA, Children’s Hospital, or any other contractor providing CPS case management services to the state and may provide either Initial Assessment or Ongoing services.
- i. **DCF**: Department of Children and Families, a Department of the State of Wisconsin
- j. **DCF 57**: The portion of Wisconsin law and code that pertains to group home facilities.
- k. **DCF 59**: The portion of Wisconsin law and code that pertains to shelter care facilities
- l. **DMCPs**: Division of Milwaukee Child Protective Services, a segment of the Wisconsin Department of Children and Families
- m. **PRU**: Placement Referral Unit
- n. **TPC**: Temporary Physical Custody
- o. **TPR**: Termination of Parental Rights
- p. **414-220-SAFE**: Phone number where one must report maltreatment, abuse, or neglect for Milwaukee County residents

2. General Contract Program Requirements



- a. Liability: If the contractor accepts any placements or any funding from DMCPs in relation to this contract, the contractor is presumed to have agreed to any and all provisions contained within the contract and shall be held liable for such performance.
- b. Facility Type: An assessment & stabilization center (ASC) is a short-term placement resource for child who have just entered protective custody and are in need of a comprehensive assessment, or for child already in protective custody who require a temporary placement while steps for stabilizing placements are explored.
- c. Mission: In keeping with the mission of the Division of Milwaukee Child Protective Services (DMCPs) and the Department of Children and Families (DCF), the philosophy of the ASC is to serve as a shelter providing enhanced programming to help promote stabilization, hope, and striving for permanency for child in need of protection from abuse and neglect. The ASC must see itself as a key unit of the overall public child welfare system.
- d. The ASC shall address the unique needs and best interests of each child by:
 - i. Accepting and housing an eligible child immediately upon acceptance of the referral, following through with all treatments and supportive practices in place for the child, such as, but not limited to; administering medication, supporting therapy and counseling, arranging attendance at medical appointments and court dates, ensuring school attendance, and any other practices in place or pending at the time of placement;
 - ii. Providing a safe and nurturing living environment in which child can be stabilized, monitored, and be assessed for their needs in relation to identifying the most appropriate placement and any other recommended services/interventions that will best aid in achieving stability and permanency goals;
 - iii. Participating in and transporting the child to family teaming meetings as needed, and providing support and encouragement to child to meet their diverse and specific developmental needs including appropriate educational, medical, behavioral, and dental care support;
 - iv. Creating and maintaining open and supportive communication among all parties to reach the goals established for the child.



- e. Corrective Action Plans: If DMCPs determines the Contractor is operating in violation of any provisions contained herein, DMCPs may require the Contractor to participate in creating and/or following a Corrective Action Plan (CAP) to ensure policy and contract compliance.

3. Licensing Requirements

- a. The Contractor must be licensed by the Bureau of Permanency and Out-of-Home Care (BPOHC) as a Shelter Facility under DCF 59.
- b. The Contractor must maintain the Shelter Facility license, in good standing, throughout the course of the contract.
- c. The Contractor must comply with all requirements as set by BPOHC and DMCPs.
- d. All licensing violations by the Contractor will be reported by the Contractor to the DMCPs Ongoing Services Section within 24 hours of recognition that a violation has occurred. At the discretion of DMCPs, this may result in DMCPs holding future placements to the facility until such time as the violation is corrected.

4. Timing and Availability for Placements

- a. Availability:
 - i. Placements must be accepted seven days per week, 24 hours per day.
 - ii. The Contractor must always ensure a point of contact for placement coordination and will make available a telephone number or pager number that will be answered 24 hours per day.
 - iii. Contractor must respond with a placement decision to any request within 30 minutes of receiving the initial contact from the PRU.
 - 1. If the Contractor cannot be reached by telephone or pager and respond within 30 minutes, DMCPs, at its discretion, may assess a fee in an amount equal to 1% of the contracted monthly base rate (pre-payment amount) for each violation.
 - 2. For the purposes of this provision, a violation constitutes a situation in which a placement decision is not made and conveyed to PRU within



30 minutes; per child attempted to be placed, per calendar day of occurrence.

3. DMCPs will notify the Contractor in writing if a violation of this nature occurs, and a fee is assessed.

b. Accepting Placements:

- i. Contractor must accept all placements within 30 minutes of receiving the initial contact from the PRU unless one of the following exceptions applies:

1. Proposed placement is not possible due to non-conformance with an age-appropriate vacancy.
2. Proposed placement is not possible due to non-conformance with a gender-appropriate vacancy.
3. The ASC is under a health quarantine recognized by DMCPs.
4. ASC has one or more child receiving one to one care, and unable to meet staffing requirements as it relates to Wisconsin State Statute 59.05(f)(g)(h). This denial must be approved by DMCPs prior to occurring. The ASC must request approval for the denial through their Contract Administrator or designee.

- ii. If an ASC refuses to accept placement of a child in violation of this contract, DMCPs, at its discretion, may assess a fee in an amount equal to 10% of the contracted monthly base rate (pre-payment amount), for each violation. DMCPs will notify the business within 1 business day.

1. For the purposes of this provision, a *violation* constitutes a situation in which a request for placement is denied, per child attempted to be placed, per calendar month.
2. DMCPs will notify the Contractor in writing if a violation of this nature occurs and a fee is assessed, or the contract is to be cancelled.
3. After the third such contract violation in a 12-month period, DMCPs may, at its discretion, remove children from the care of the ASC and cancel the contract. In such an instance, DMCPs may limit the final



calendar month's payment to the prorated amount of the ASC's actual expenses to provide care.

4. Prior to denial of placement, the ASC should staff the request with the placing IA or Ongoing Supervisor and case manager or its designee to discuss what other supports may be warranted to support and allow for placement of the child in the ASC.
5. In the event an ASC denies placement of child, the ASC must state in writing the reason for the denial to the Ongoing Services Section (Contract Administrator and Ongoing Services Section Manager) within 30 minutes of the denial.

5. Admissions Requirements

- a. Placement Authorizations: Only the DMCPs-authorized contract partner for placement referral services, also called the Placement Referral Unit (PRU), can authorize placements.
- b. Wraparound Placements for Children in Need of Protective Services (CHIPS):
 - i. All placements of child involved in Wraparound services must be coordinated with the DMCPs-authorized contract partner for placement referral services, regardless of the time of day. Child enrolled in Wraparound cannot be placed in the ASC without prior approval from the child's Child Welfare Case Manager.
 - ii. The Wraparound program is responsible for payment of Wraparound placements.
 - iii. The ASC cannot refuse placement because the child is involved in the Wraparound program.
- c. Placement Packets:
 - i. The Contractor shall obtain DMCPs placement packets (orange folders) upon admitting a child to the ASC.
 - ii. In the rare circumstance that a placement packet is not immediately available, the ASC shall not be permitted to refuse placement for reasons relating to the absence of the placement packet. The Contractor will contact the assigned



Child Welfare Case Manager to obtain the placement packet, or any information missing from the packet.

- iii. The placement packet must remain at the ASC for the entire duration that the child is enrolled in the program and shall be relinquished to the Child Welfare Case Manager when the child is discharged.

d. Admissions Paperwork:

- i. The Contractor will ensure that the ASC admission form is completed at the time of admission for each child admitted to the center.

e. Admitting Children who were Missing from Care:

- i. If a child who has been discharged due to being missing from care returns to the ASC, the ASC must immediately notify the PRU, as well as the Child Welfare Case Manager and call 414-220-SAFE.
 - 1. If the child had been missing from care for less than 48 hours after discharge, and a bed is available, the ASC shall immediately readmit the child and no additional (or repeat) admission paperwork shall be required.
 - 2. If the child had been missing from care for more than 48 hours after discharge, and a bed is available, the ASC shall notify the parties being notified of the return that a bed is available and await further direction. Readmission is not automatic. If readmission occurs, new admission paperwork is required.
 - 3. If a bed is not available, the ASC will notify the parties listed above of that placement barrier. The ASC will take all practical and reasonable approaches to keep the child present at the ASC while awaiting a new placement determination, while securing and providing for the safety of other ASC residents for whose care the ASC is officially responsible.

6. Length of Stay Mandated by State Law

- a. The length of stay for **post-dispositional** child in an ASC is not to exceed 20 days. There are no extensions allowable for post-dispositional child.



- b. Pursuant to DCF Chapter 59.05, a center shall not keep any **pre-dispositional** children in residence longer than 30 days per episode except when suitable placement cannot be determined within 30 days.
 - i. All extension requests are to be submitted to the designated Contract Administrator within the DMCPs Ongoing Services Section.
 - ii. In coordination with the Child Welfare Case Manager, the Contractor may request and/or DMCPs may authorize a primary 15-day extension of placement (to extend the placement to 45 days). Requests must be made by the child's 25th day in care.
 - iii. In coordination with the Child Welfare Case Manager, the Contractor may request and/or DCF licensing may authorize a second 15-day extension of placement (extending the placement to 60 days). This request must be made prior to the expiration of the prior approved time. No further extensions of placement will be allowed.

7. Discharge Planning

- a. The Contractor will assist in planning for permanent placement of each child through frequent contact and cooperation with the child's Child Welfare Case Manager.
- b. The Contractor will participate in the family team meeting, if requested, and share the results of any internal and external assessments.
- c. The Contractor may request to have a child removed from the ASC. The Contractor shall submit the request to the PRU ASC Coordinator who will review the request with the Child Welfare Case Manager and respond to the request within one business day. Requesting removal to an alternative placement does not guarantee approval. It is the position of DMCPs that the purpose of emergency shelter care with meaningful assessment and stabilization services is negated when children are unnecessarily removed to another placement at the request of the care provider. Such requests will be granted only in rare and compelling circumstances that cannot be mitigated by using other available supports, and when alternative placement is available. In the event there is continued disagreement between the Contractor and the assigned case management agency, Ongoing Services Section Manager or designee will review the matter to reach a conclusion.



- d. Upon discharge, the child's placement packet must be released to the Child Welfare Case Manager and travel with the child to the child's next placement.

8. Standard of Care

- a. The Contractor will inventory, document, and properly secure any medications, recording the dosage quantity present at admission and the anticipated date the medication will run out. The Contractor will inventory and secure the child's belongings and will locate and secure contraband including, but not limited to; lighters, knives, tobacco, etc., upon admission in accordance with the Contractor's own guidelines and within any applicable confines of patient's rights standards under DCF 94. A copy of the Contractor's guidelines will be submitted to DMCPs before any placements may occur.
- b. The Contractor will meet the physical needs of each child in care.
- c. Food Availability: The Contractor will ensure that a two-day quantity of proper various nutritional food is available to meet the needs of the total number of children for which the center is licensed, to include daily meals and snacks. The ASC will make reasonable efforts to consider and accommodate:
 - i. Religious/cultural beliefs and values
 - ii. Dietary restrictions
 - iii. Past trauma history of the children in care
- d. Food Policy: The ASC will publish and post within the facility, a menu of planned meals at least one week in advance. The ASC should allow child access to food and beverages in a manner that is most home-like and least restrictive.
- e. Clothing: The Contractor will ensure that children are adequately clothed during their stay. Child at the ASC may maintain their own clothes, but the Contractor must ensure that an emergency supply of clean and weather appropriate clothing (coats, hats, gloves, etc.) is available to child who do not have an adequate supply of their own clothing. The child will maintain possession of these items of clothing when they discharge from the ASC.
- f. During a child's placement in an ASC, the Contractor will arrange for, encourage, support, and cooperate in assisting the child in maintaining contact with his or her biological or adoptive family and siblings through regular visitation and family interaction, as required in the court order, permanency plan or case plan, unless otherwise directed by Child Welfare Case Manager.



Similarly, the Contractor will make practical and reasonable efforts to avoid child contact with Maltreaters or others identified as harmful to the child's well-being and directed as to be avoided per the court order, permanency plan or case plan.

When termination of parental rights has occurred (TPR), the Contractor will facilitate support of the pathways identified in the court order, permanency plan or case plan, such as potential adoption or independent living. Family visitation is further addressed in Section 18.

- g. The Contractor must engage children in programming that focuses on the needs of each child in various stages of social, emotional, and physical development.
- h. The Contractor will be required to address medical/mental health issues, substance use disorder issues, runaway behaviors, and other high-risk behaviors (i.e. safe/crisis plan for Sex Trafficking).
- i. The Contractor will ensure each child's safety; defined as remaining safe from potential harm while in care. The following shall apply:
 - i. Safety: There shall be no maltreatment by anyone, including agency staff, or other children in the home. The child will be protected from potential threats to their safety, whether in or out of the home. Children will remain safe while participating in activities, even if located or held outside of the ASC.
 - ii. Physical Discipline: The use of corporal punishment is prohibited. Training on discipline which excludes the use of physical discipline and corporal punishment shall be provided to all staff.
 - iii. Physical Restraint: Physical restraint may be used in the event of an emergency as defined by DCF 59 licensing guidelines if the staff at the ASC have been properly trained in the technique chosen by the Contractor.
 - iv. Reporting Maltreatment: ASC staff will be responsible for reporting allegations of abuse and neglect in the ASC within 1 hour of learning of alleged abuse or neglect by calling 414-220-SAFE.
 - v. Supervision: There shall be appropriate adult supervision and nurturing and effective engagement of children in programming. The Contractor must



ensure that there is appropriate supervision, support and direction to meet the combined needs and behaviors of all the child in the ASC.

- vi. Crisis Stabilization: the ASC will encourage the child in crisis stabilization and planning if determined by internal and external assessments. The Contractor, the Ongoing Case Management agency and Wraparound (when applicable) will collaborate together to develop, implement and monitor any and all crisis plans.
- vii. Additional Needs: The Contractor must address the changing needs of a child including an increase in high-risk behaviors. If the Contractor identifies a need of additional resources, without which the child's needs will not be met, the Contractor will immediately notify the Child Welfare Case Manager.

9. Staff Ratio

- a. The child admitted to the ASC should always be supervised. If there is more than one level to the ASC, there must be a staff member on each floor where there are child spending time to properly supervise the child.
- b. There will be a minimum of one on-duty staff person for every four child in placement during waking hours.
- c. There will be a minimum of one on-duty staff person for every eight child during sleeping hours.
- d. *On duty* is defined as awake, alert, within hearing distance of all children in care and available to address emergencies or child needs.
- e. Additional staff must be added as needed to meet any special needs of the children during busy or more stressful periods and for emergency situations. DMCPs Ongoing Services Manager or designed must approve 1:1 request.
- f. The Contractor will have an emergency plan in place to contact Contractor's management staff, 24 hours per day, seven days per week.

10. Assessments

- a. The Contractor must complete Functional Assessment Screening Tool (FAST) and send it to the designated PRU staff, DMCPs Ongoing Services Section (Out of Home



- Care Liaison), Contract Administrator, and the child's Child Welfare Case Manager within five business days of admission.
- b. The Functional Assessment Screening Tool (FAST) will be updated weekly and submitted as ongoing assessments. The assessments must be sent along with copies of any pertinent observational reports on the child's behavior and well-being, to the designated parties no later than every Monday or Wednesday by 10 a.m.
 - c. Education and experience required to create a qualified assessment report:
 - i. The Contractor must ensure that the staff completing the assessment reports have the clinical experience (preferred) or education necessary to provide useful assessment information.
 - ii. Clinical experience is defined as a professional license recognized by the Wisconsin Department of Safety and Professional Services (DSP) in the behavioral health, mental health, or social services field, such as:
 - 1. Behavior Analyst
 - 2. Psychologist
 - 3. Social Worker
 - 4. Professional Counselor
 - 5. Prevention Specialist
 - d. DMCPs is not requiring the individual completing the assessment to hold a license from the state of Wisconsin Department of Safety and Professional Services.
 - e. DMCPs may designate changes to the form, format, and due dates for assessment reports and if so enacted, will notify the Contractor by providing at least 30 days of notice in writing prior to the date the changes are to become effective.

11. Educational Services

- a. The Contractor must maintain the child's existing school placement.
 - i. All child are expected to attend school every day scheduled.
 - ii. The Contractor is not to provide the school with unnecessary confidential information about the child or the child's family.



- b. The Contractor must provide the transportation to and from school unless other arrangements are made by the child's Child Welfare Case Manager prior to placement at the Center.
- c. Any educational issues must be immediately reported to the Child Welfare Case Manager.

12. Medical, Dental and Behavioral Evaluations or Services

- a. The Contractor must evaluate any obvious medical and dental needs of child who are admitted to the facility.
- b. The Contractor must schedule routine, follow-up, and emergency medical, dental or mental health/behavioral appointments for the child.
- c. The Contractor is responsible for following any recommendations from the Child Advocacy Protection and Services (CAPS) Appointment, and any follow up care.
- d. The Contractor is authorized to schedule and attend appointments with the child through the Authorization to Consent to Medical Treatment located in the placement packet provided to the ASC upon the child's admission.
- e. It is the responsibility of the Contractor to ensure transportation is provided for any scheduled medical, dental or behavioral health appointments.
- f. Medications:
 - i. The Contractor must administer medications as required by DCF 59, including, but not limited to, documentation of the medication dosage and frequency given.
 - ii. The Contractor must have a policy pertaining to the administration of medications to ensure that each child is taking the correct medications and dosages, administered by staff properly trained in the dispensation of medication, and that all medications shall be securely stored. The policy shall also indicate how medications will be administered to child while preserving each child's right to privacy regarding health and medical information.



- iii. The Contractor must arrange for and obtain any prescription medications the child requires.

13. Visitation Requirements

- a. The Contractor must address transportation issues to ensure that every child has the ability to attend visits with family members as deemed appropriate by the assigned Child Welfare Case Manager.
- b. The Contractor will provide a privacy area for visitations at the facility when applicable, while providing adequate oversight of visitations to ensure the safety of all children in care.
- c. The Contractor must ensure that no disciplinary measures resulting from violations of house rules result in a child missing family visits.

14. Recreational /Social Activities

The Contractor must provide and supervise daily structured recreational and/or social activities. The Contractor shall document the recreational and/or social activities and the learning exposures created from the activities.

- a. The Contractor must ensure that any child who has a case manager-approved recreational/social activity in his plan of care is allowed to continue in that activity.
- b. The Contractor must address transportation issues to ensure that every child has the ability to attend recreational/social activities. When other transportation options are not available or feasible, the Contractor must provide transportation to and from recreational/social activities.

15. Off-Ground Activities/Pass

- a. The Contractor must ensure that, unless a child has been approved for an off-grounds activity, the Contractor's staff will directly supervise all activities.
- b. The Contractor can only allow a child an off-grounds activity/pass after authorization by the assigned Child Welfare Case Manager and inclusion in the care plan or in adherence to WI ACT 128 Reasonable and Prudent Parent Standards. The off-grounds activity must also have a specific destination and length of time.



- c. The Contractor must document in the case file any time the child is on an approved off-grounds activity or away from the facility for any length of time. The Contractor must include the following items:
 - i. Time of departure
 - ii. Time of return
 - iii. Location of activity
 - iv. Physical condition at time of departure/return
 - v. Emotional/behavioral condition at time of departure/return
 - vi. Transportation utilized

- d. All decisions made using the Reasonable and Prudent Parenting Standard are to be documented separately and kept in the child's file for potential review by the Ongoing Services Section team or the child's Child Welfare Case Manager.

16. Employment/Community Service-Related Activity

The Contractor must ensure that any child with a current employment or community service requirement is allowed to maintain the employment or continue to complete the community service requirement where there is prior approval by the assigned case manager and inclusion in the care plan. The Contractor will support the child in these endeavors by providing transportation or other services as determined necessary.

17. Abuse, Neglect, and Related Issue Training

- a. The Contractor will support a child protection system that:
 - i. Is comprehensive, child-centered, family-focused and community-based.
 - ii. Incorporates all appropriate measures to prevent the occurrence or recurrence of child abuse and neglect.
 - iii. Promotes physical and psychological recovery and social re-integration in an environment that fosters the health, safety, self-respect and dignity of the child.

- b. The Contractor's staff shall be knowledgeable with regard to child abuse and neglect prevention, intervention and treatment, while being culturally sensitive to ethnic and racial minorities and diverse geographic areas within the community.



- c. The Contractor will provide training to staff with regard to the prevention of maltreatment to children in care. Agency staff training must be documented and must include:
 - i. How to identify when abuse or neglect has occurred.
 - ii. The legal duties of Contractor's staff and their responsibility to protect the legal rights of the child.
 - iii. Protocols for mandated reporting of child abuse or neglect.
 - iv. How to address substance abuse, domestic violence and neglect.
 - v. Confidentiality of records in order to protect the privacy rights of the child and the child's parents.
 - vi. Protocols for reporting medical neglect, and/or procedures or programs to provide for the:
 - 1. Coordination and consultation with individuals designated by and within appropriate health-care facilities;
 - 2. Prompt notification by individuals designated by and within appropriate healthcare facilities of cases of suspected medical neglect;
 - 3. Authority, under State law, for the State child protective services system to pursue any legal remedies, including the authority to initiate legal proceedings in a court of competent jurisdiction, as may be necessary to prevent the withholding of medically indicated treatment from disabled infants with life threatening conditions.
- d. The Contractor must have procedures in place outlining the immediate steps to be taken to ensure and protect the safety of the abused or neglected child and of any other child under the same care who may also be in danger of abuse or neglect and ensuring their placement in a safe environment.
- e. All confidential records shall be made available to: individuals who are the subject of the report; federal, state or local government entities, or any agent of such entities; child abuse citizen review panels; child fatality review panels; a grand jury or court, upon a finding that information in the record is necessary for the determination of an



issue before the court or grand jury; and other entities or classes of individuals statutorily authorized by the State to receive such information pursuant to a legitimate State purpose. When not in use, all confidential records shall be properly secured in such a way to preserve confidentiality and prevent unauthorized access.

- f. The Contractor will send at least one member of its staff to any mandatory trainings provided by DMCPD and that staff member will deliver the acquired training information to the Contractor and/or the remainder of the Contractor's staff.

18. Additional Reporting Requirements Related to Maltreatment

- a. The staff member who observed or was informed of the maltreatment will call the Division of Milwaukee Child Protective Services Access Unit (414-220-SAFE) within 1 hour upon learning of an allegation of maltreatment occurring in the ASC.
- b. The staff person making the referral will provide the DMCPD Access Staff or CPS worker involved in the investigation any and all available written information that may provide further detail or clarify the allegation.
- c. The Contractor will fully cooperate with DMCPD and any independent investigating agency regarding any report of alleged maltreatment of a foster child while in care. Children's placements are only to be changed by appropriate DMCPD ongoing case management or initial assessment staff.
- d. Any substantiated maltreatment in a center will require the agency to submit a Corrective Action Plan (CAP) to DMCPD within 30 days of being notified of the substantiation. This CAP shall include any action initiated in response to the recommendations of the independent investigating agency. Approved Corrective Action Plans will be added to the Contract as an addendum.
- e. DMCPD Access staff may receive an allegation of maltreatment that has been reported by another source that raises concern for the care of the child in the Contractor's care.
 - i. If the referral is **screened out**, the Contractor will review the referral and follow up on any concerns or licensing issues.
 - ii. If the referral is **screened in** the agency will ensure the children in the home are safe and will not investigate the allegation itself; instead, an independent investigation will take place. When the independent investigation is completed,



the Contractor will review and implement the assessment recommendations as deemed appropriate.

- iii. Contractor will work with the Out of Home Care Liaison or DMCPD Designee in the follow-up of screened in and out referrals and independent investigation recommendations on an as-needed basis.

19. Missing from Care Procedures

- a. The Contractor must abide by all Missing from Case policies held by DCF and DMCPD. Policies found here: <https://dcf.wisconsin.gov/mcps/policies> and <https://dcf.wisconsin.gov/cwportal/policy>.
- b. When a child has been reported as missing from care, the Contractor will hold the bed overnight for that child. If the child does not return by 8:00 a.m. the following morning, the child will be discharged from the ASC unless otherwise authorized by the PRU. The Contractor will discuss the pending discharge with the PRU prior to completion.

20. Incident Reports

- a. Intoxicated Child: If a child in the Contractor's care returns from an activity intoxicated or under the influence of drugs, the Contractor will take prudent and reasonable measures to have the child medically cleared by contacting the child's medical provider and seeking medical treatment as directed.
 - i. If the child does not have a designated medical provider, a walk-in, urgent, or emergency medical care provider will be contacted.
 - ii. The Contractor will also notify the Ongoing Services Section team (Out of Home Care Liaison) and the Child Welfare Case Manager within 12 hours of any incidents that are of the nature described above that do not rise to the level needing a Serious Incident Report.
- b. Out of Control Child: If the child is out of control, the Contractor will inform the police and/or emergency medical services immediately, and the Child Welfare Case Manager within one hour of the situation being stabilized.
- c. Mandated Reporting & Serious Incidents: The Contractor shall ensure all staff are trained in mandated reporting (Wisconsin law §48.981), understanding the definition of a serious incident and the required procedures for properly managing serious



- incidents and informing related parties when a serious incident occurs. The Contractor shall ensure all serious incidents are reported accordingly.
- i. See *Child Welfare Licensing Series Memo 2017-04L: Reporting Serious Incidents*, available at <https://dcf.wisconsin.gov/files/cwportal/policy/pdf/memos/2017-04-lic.pdf>
 - ii. In addition, immediately after a serious incident has occurred, the Contractor will notify the Child Welfare Case Manager and the DMCPs Ongoing Services Section (Out of Home Care Liaison) and the PRU ASC Coordinator via email notification that a serious incident has occurred and that serious incident report (SIR) is forthcoming.
 - iii. In addition to submitting the required SIR to the DCF serious incident email box (DCF.SIR@wi.gov), the Contractor will also send the complete SIR to the Child Welfare Case Manager, the DMCPs Ongoing Services Section (Out of Home Care Liaison), and the PRU ASC Coordinator within 48 hours of the incident.
 - iv. NOTE: The submission of an SIR does not in any way replace the Contractor's statutory responsibility to report all child abuse and neglect allegations by calling 220-SAFE.
- d. Acts of violence, threats, and property damage: If a child engages in behavior that includes an act of violence or threat of violence or whose conduct results in damage to property, the Contractor must complete an SIR and may involve law enforcement.
- i. If the police officer concludes that the behavior is criminal, the officer may remove the child from the ASC. If the office does not conclude that the child's behavior necessitates that the child be detained, the child is to remain in the care of the ASC.
 - ii. When acts of violence or substantial threats that put the safety of other children or ASC staff in danger cannot be mitigated by the addition of staff and the intensifying of the offending child's staffing ratio, or through aid provided by law enforcement or the Children's Mobile Crisis (CMC).
 - iii. Under no circumstances is the Contractor to make a unilateral decision to have the child removed from the care of the ASC. To do so allows DMCPs the authority to invoke contract cancellation as if the contractor had, without allowed cause, refused three placements in a 12-month period.



- e. The Contractor will keep documentation of any incident reports or incidents pertaining to each child in the child's file.



Appendix A

Summary of Documents Contractor Must Provide to DMCPS Prior to Placement of Children

- a. Contact Information to utilize for placements and emergency contact information for all management staff.
- b. Physical Restraint: Physical restraint may be used in the event of an emergency as defined by DCF 59 licensing guidelines if the staff at the ASC have been properly trained in the technique chosen by the Contractor. The Contractor will provide DMCPS with its physical restraint policies and training plan before any placements may occur.
- c. Policies: ASC will provide a copy of their policies and procedures pertaining to ASC and provide yearly updated versions.

-END OF DOCUMENT-