



Exhibit 1: Scope of Services

DMCPS Contract Program Requirements for the Provision of Foster Care Services

Contract Period: January 1, 2022 – December 31, 2022

The primary purpose of Treatment Foster Care (TFC) placements is to provide for the treatment needs and physical placement of children receiving case management services through one of the Contracted Case Management Agencies of DMCPS. These services are provided to children subject to jurisdiction of Chapter 48 who are placed in an Out-Of-Home Care (OHC) placement when the child cannot be safely maintained in the home of their family of origin.

I. Contract Program Requirements

- A. The Contractor will provide quality foster care for children that best meets the individual needs of the child by:
 - 1) Providing a safe and high-quality family home.
 - 2) Following all licensing requirements according to DCF Administrative Chapter 56 and Chapter 54. The Contractor must be in good standing with their licenser and hold a contract with DMCPS for the placement and care of children.
 - 3) Creating and maintaining open and supportive communications amongst all parties legally involved in the care and planning for a child's interests, to reach a final goal of permanence for children in out-of-home care.
 - 4) Supporting the principles of the Adoption and Safe Families Act (ASFA) which mandates timely permanence for all children in out-of-home care.
 - 5) Participating in Family Teaming Meetings, plan of care meetings, crisis stabilization meetings staffings as requested.
 - 6) Participating in the development of the Child and Adolescent Needs Assessment (CANS) with the child's Contracted Case Management team and all other identified parties.
 - 7) Recognizing all individual needs of the child, establishing, and implementing a treatment care plan consistent with Chapter 56 requirements for youth placed in level 3-5 homes, monitoring the effectiveness of the plan, and adjusting the care plan when necessary.
 - 8) Programming will include as appropriate, but should not be limited to:
 - a) All programming should be provided in accordance with the Wisconsin Child Welfare Model for Practice (<https://dcf.wisconsin.gov/cwportal/model>)
 - b) Mental and behavioral health intervention with focus on past trauma, if appropriate;
 - c) Age-appropriate independent living skill development;
 - d) Provide support for youth to encourage healthy youth and peer relationships;



- e) Connection to community resources for recreational activities, health care and other services for children;
- f) Programming that focuses on the needs of children in various stages of social physical, healthy growth and development, addressing age-appropriate factors such as social development, academic achievement, positive recreational activities, essential life skills, choosing healthy relationships, job training and employment skills deemed appropriate.
- g) When age-appropriate, children shall take part in aftercare, transitional and permanency planning. Youth 14 and older must take part in their own planning and goal setting.
- h) Providing appropriate support and services, on an as-needed basis, should other presenting problems and/or issues be identified.
 - i. The Contractor may be required to address medical/mental health issues, substance abuse issues, runaway behaviors, etc.
- B. The Contractor must comply with all Family First Prevention Services Act (FFPSA) and Child Welfare Transformation changes as required by DCF and/or DMCPs. Preference for placement may be given to Contractors who comply with FFPSA requirements and are certified as Qualified Residential Treatment Programs (QRTP) by DCF.
- C. Placements in foster care are expected to be short-term to address specific needs of the child. All placements must be authorized by the child's DMCPs Case Manager and approved through the child's Court Order.
- D. During a child's placement in foster care, the Contractor and the foster parent will arrange for, encourage, support and cooperate in assisting the child to maintain 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.
 - 1) Visitation Plans provided by the child's Contracted Case Management team must be implemented by the contractor, within reason. The plan will be maintained in the child's case file with documentation related to visits.
- E. The contractor shall use the Reasonable and Prudent Parenting (RPP) Standard (<https://dcf.wisconsin.gov/files/cwportal/policy/pdf/memos/2017-27.pdf>) in decision making as related to an activity of child in their care related to safety, and extracurricular, social, and age-appropriate development activities that are in the best interest of the child. The RPP Standard includes decisions related to the child/family's cultural, religious, and tribal values.



- F. The Contractor must address the changing needs of a child including an increase in high risk behaviors. Foster parents should attend all staffing related to the increase or change in the child's behavior, discipline of foster children and Independent living skills.
- G. The contractor must provide Respite Care policy for foster parents when appropriate and for any planned absences.
- H. Transportation
 - 1) The Contractor/foster parent must provide transportation to and from school and other community-related activities. If foster parents are not able to transport child(ren) the contractor must make an alternate transport plan and document why the foster parent is not able to transport.
 - 2) The Contractor/foster parent must ensure that transportation is provided to and from all medical/mental health/dental appointments. If the foster parents have changes in their work or job schedule and those changes have an impact on the ability of the foster parent to provide care for the youth in their care, the contractor should reassess the foster parents' ability to care for the child, and if appropriate, provide them with additional support to the foster parent.

II. Placement Referrals

- A. Referrals for placements will be sent based on the needs of the child and the Contractor's ability to address and meet the needs of the child.
- B. The Provider will receive placement referrals from DMCPD and its Contracted Case Management Agencies.
- C. The Provider must be able to take placement referrals during regular business hours (8am – 5pm, Monday through Friday, excluding state holidays).
- D. The Provider must respond to the referring agency for all placement referrals within 1 business day of receipt of referral to accept or deny placement, or to ask for more information and set up a time to meet with the child.
 - 1) The Contractor is required to track all denials for placements with a focus on reasoning of denial.
- E. DMCPD may place agencies "on hold" for new placement referrals in the event of, but not limited to:
 - 1) New allegations of maltreatment in foster homes
 - 2) Concerns with the quality of care provided to children by foster homes in the agency
 - 3) Financial stability of entity
- F. Entering a Contract with DMCPD does not guarantee placement of children.

III. Child Safety While in Placement



- A. The Division of Milwaukee Child Protective Services supports a child protection system that is comprehensive, child-centered, family-focused and community-based; incorporates all appropriate measures to prevent the occurrence or recurrence of child abuse and neglect; and 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. Children will be protected from potential threats to their safety, whether in or out of the home. The following shall apply:
 - 1) There shall be no maltreatment by foster parents, foster care agency staff, other children in the home, or others.
 - 2) The use of physical restraints and corporal punishment is prohibited.
 - 3) All foster parents will sign an agreement to not use corporal punishment on children.
 - 4) Training on discipline, which excludes the use of physical discipline and corporal punishment, shall be provided to all foster parents and staff.
 - C. There shall be appropriate adult supervision and nurturing and effective engagement of children. No child may be left unsupervised under 10 years of age. If age-appropriate, children shall participate in crisis stabilization and planning. Youth 14 and older must take part in their own planning and goal setting.
 - D. Independent Investigations
 - 1) When there is an allegation of maltreatment that is screened in with a contracted provider, that allegation is investigated by a third party. The Contractor is expected to cooperate with any investigating body/agency during the investigation and is required to follow up and complete any recommendations from the investigation. If there are recommendations that are not followed, the Contractor must obtain DMCPs approval and document in the Contractor's internal records.
 - 2) Upon the completion of any Independent Investigation or Initial Assessment, the Contractor will request the completed Assessment.
 - 3) The Contractor must follow up with the Contracted Case Management agency or DMCPs to review any recommendations for the facility in response to the Access Report or completed Assessment.
- IV. Special Consideration in Placement of Level 1-2 Children, Siblings and Children of Minor Parents in Level 3-4 Foster Homes**
- A. Whenever possible, it is DMCPs's goal to keep siblings together and keep children of minor parents with their minor parents together while in care. In those circumstances when this cannot occur in a Level 1-2 foster home, DMCPs may request that a Level 1-2 sibling or a Level 1-2 child of a Level 3-4 minor parent be



placed in a Level 3-4 foster home under exceptional circumstances and only when the best interests of all of the children warrant such an arrangement.

- B. If the placement is a Level 1-2 foster care placement for a child or a sibling of a Level 3-4 child, DMCPs will make a foster care payment, the amount to be determined accordance with the Wisconsin Uniform Foster Care Rate Setting Policy (<https://dcf.wisconsin.gov/files/cwportal/fc/pdf/ufcr-settingpolicy.pdf>). DMCPs will make an additional Administrative Fee payment to the Agency for the Level 1-2 foster child in the amount as required per WI policy and guidelines effective on the date of placement. The CPA must maintain documentation to support any agreements regarding acceptance of placements and agreed upon rate of payments.
- C. If a child of a minor parent placed in a Level 3-4 foster home is under a Milwaukee County Child in Need of Protection or Services (CHIPS) order, the program manager or supervisor may authorize a Higher Level of Care (HLOC) for placement of that child as a level 1-2 or a level 3-4 foster care placement.
- D. If the child of the teen parent is a Level 3-4 placement, DMCPs will treat the placement as a separate placement and will pay the full Level 3-4 rate which includes the administrative rate as set forth on the Uniform Foster Care Rate Schedule.
- E. If the child of the minor parent who is not on a Milwaukee County Child in Need of Protection or Services (CHIPS) order, DMCPs will not pay an additional administrative fee for the minor child. DMCPs will, however, increase the minor parent's foster care rate (exceptional rate) by the basic foster care rate of the child.
- F. The Contractor will promptly notify the Placement Referral Unit and the Contracted Case Management Agency when a youth placement has been received and whether the placement referral is accepted or denied. The CPA must provide reason for any denials.

V. Agency Support to Foster Homes

- A. The Contractor's workforce should be culturally competent and able to support the foster parent and children in their diverse cultural and lifestyle backgrounds.
 - 1) The foster parent must be culturally competent to support the unique needs of the child. Ongoing training must be provided on trauma, attachment, grief and loss, cultural diversity, discipline and parenting of foster children and independent living skills.
 - 2) The contractor must actively recruit new foster parents to meet the diverse background and needs of the population served.
- B. The Contractor will increase the professional support and contact with a foster parent to develop, operate, expand and enhance community-based and prevention-focused programs and activities designed to strengthen and support



families to prevent child abuse and neglect (through networks where appropriate) that are accessible, effective, culturally appropriate, and build on existing strengths that:

- 1) Offer support and assistance to families;
- 2) Provide early, comprehensive support for parents;
- 3) Provide a connection process for parents and foster parents when communication the needs of the youth; Provide additional supports for foster parent that are licensed less than one year; Assess and support the changing needs of foster parents
- 4) Promote the development of parenting skills, especially in young parents and parents with very young children;
- 5) Increase family stability;
- 6) Improve family access to other formal and informal resources and provide opportunities for assistance available within communities; and
- 7) Support the additional needs of families with children with disabilities through respite care and other services.

- C. The Contractor will demonstrate a commitment to meaningful parent leadership, including among parents of children with disabilities, parents with disabilities, racial and ethnic minorities, and members of other underrepresented or underserved groups.
- D. The Contractor will coordinate with DCF and DMCPs to access Department and Division-sponsored training.
- E. The Contractor will inform and educate their caregivers regarding the utilization of the Children's Mobile Crisis Unit CMC-FF program. The availability of CMC services does not absolve the agencies of their Chapter 56 requirements; it is intended to be utilized as an additional support for foster parents when other methods of de-escalating a crisis or preventing repeat crises fail.

VI. Standards of Work

- A. The Contractor agrees that it shall perform all the services required under this Contract in a professional manner and adhere to the practice standards and protocols found in sound child protective services casework and decision-making and as specified in the Contract and as further specified during the Contract period by the Department in written Policies and Procedures.
- B. The Contractor shall be responsible for the management, accuracy, integrity and validity of child(ren) documentation.

VII. Performance Standards and Accountability

- A. The Contractor shall perform all services consistent with the documents constituting this Contract. The Department may develop performance standards regarding permanence, safety and child well-being that will include program outcomes, activity, and qualitative indicators for which the Contractor will be



expected to meet or achieve reasonable progress toward meeting. Outcome performance standards may be monitored monthly and reported every six months by the Department. Quality performance standards may be evaluated and reported by the Department through periodic reviews. The Contractor's performance as measured against these standards will be a factor in determining if the Contract will be renewed.

- B. At a minimum, the Department may discuss at quarterly TFC meetings, or as otherwise necessary, the status of outcomes and issues related to the administration or delivery of services under this Contract. It is expected that all Contractors will be actively engaged in this process and will work collaboratively to identify areas in need of improvement and to propose solutions. Corrective action, or any other remedies available to the State under this Contract, may be needed for failure to comply with the provisions of this Contract, including failure to follow DMCPs policies and procedures, the *Jeanine B. Settlement Agreement* and the federal Child and Family Service Review (CFSR) and Wisconsin's associated Program Improvement Plan (PIP) (<https://dcf.wisconsin.gov/cfsr>).
- C. If the Department determines that a corrective action plan is necessary, the Contractor will develop a plan and obtain the Department's approval of that plan. The Department will monitor the Contractor's compliance with the plan, according to the plan's timeframes for correction. If the Department determines that the Contractor is in non-compliance with the plan, the Department may withhold payments and/or may consider such failure to constitute a material breach and terminate the Contract.

VIII. Compliance with DMCPs Required Meetings

- A. Contractors are required to attend all program and contract meetings convened by DMCPs. If attendance is not possible, the Contractor must notify the assigned DMCPs staff prior to the meeting of the agency's inability to attend.

IX. Overpayments

- A. The Contractor shall refund any payments that were made that the Department determines, after notice to the Contractor and opportunity to respond, exceeded allowable costs or were otherwise not payable under this Contract.
- B. To effect repayment, the Contractor shall work with DMCPs's contracted agencies for ongoing case management.
- C. The Contractor shall be responsible for repayment to the Department overpayments related to the administrative payments.
- D. The Contractor shall refund the overpayments to the contracted ongoing case management agency within 30 days of notice or the Department may, at its sole discretion, withhold money otherwise due the Contractor under this Contract including, but not limited to, deduction of the overpayment amount from any subsequent monthly reimbursements. The Department may also recover the



excess funds by any other legal means including, but not limited to, enforcement of the liquidated damages provision as articulated in the Contract General Terms and Conditions.

X. Department of Children and Families (DCF) Structure / Organization

- A. The Department of Children and Families (DCF) provides or oversees county administration of programs to assist children and families. Those include assistance for children in need of protection or services, adoption and foster care services, the licensing of facilities that provide out-of-home care for children, background investigations of child caregivers, child abuse and neglect investigations, and community-based juvenile justice services. DCF also administers a variety of other family-centered state programs such as early childhood education services and W-2 programs. The Child Abuse and Neglect Prevention Board is administratively attached to the Department of Children and Families.
- B. The vision of the Department of Children and Families is that all Wisconsin children and youth are safe and loved members of thriving families and communities. To reach our vision, we are focused on reducing racial and ethnic disparities in our programs and services, focusing on five key priorities:
 - 1) Systematically increasing access to quality early care and education programs that support the needs of children and families statewide
 - 2) Putting families in the center of successful child support and good-paying jobs programs
 - 3) Safely transforming the child welfare and youth justice system to dramatically increase the proportion of children supported in their homes and communities
 - 4) Dedicating additional resources to support vulnerable and historically underserved youth, specifically teenage girls, kids with complex care needs, and youth transitioning out of the foster care system
 - 5) Fostering a workplace where agency staff feel engaged, valued, and connected to our vision
- C. Milwaukee Child Welfare Structure
 - 1) The Division of Milwaukee Child Protective Services (DMCPS)
 - a) DMCPS works with families to ensure the safety and well-being of children. With its many community partners, DMCPS provides services to families in crisis that help keep children safely in the home. When it is necessary, DMCPS looks to out-of-home care placements to provide appropriate temporary and permanent homes for children who cannot live with their families of origin. DMCPS contracts with service providers to provide placement, case management, in home services, and other supportive services to families in the Milwaukee community.



- b) DMCPSS is responsible for administering child protective services in Milwaukee County and works to assure the safety, well-being, and permanence of children. DMCPSS provides oversight over the Case Management Services contract, as well as other contracted services serving children and families in need of child welfare services.
 - c) DMCPSS' vision is to have safe children and healthy families in Milwaukee County and to execute DCF's mission that all Wisconsin children will be safe and loved members of thriving families and communities.
- 2) Ongoing Services Section
- a) The Ongoing Services Section is responsible for managing the programming, policy, and coordination of contract agencies providing ongoing services for the Milwaukee child protective services system. This includes direct involvement in the negotiation, monitoring and performance evaluation of contracts with agencies that provide ongoing case management services, in-home services, out-of-home care placement providers, independent living providers, and other providers who fall in the scope of the Ongoing Services Section.
 - b) DMCPSS contracts with Children's Wisconsin Community Services and Saint for Contracted Case Management Services for Milwaukee County.
- 3) Bureau of Quality Improvement
- a) The DMCPSS Bureau of Quality Operations (BQO) holds primary responsibility for supporting all Division administrative operations and quality improvement initiatives. BQO oversees the Division's financial operations to support state operations, private contractor administrative costs and direct client services. BQO is responsible for the management of division funding as well as the coordination of fiscal operations with DCF financial management staff. BQO ensures that proper accounting and audit measures are in place.