

Exhibit 1: Scope of Services

DMCPS Contract Program Requirements for the Provision of Assessment & Stabilization Center (ASC) Services

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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. **AWOL**: Absent without leave, in reference to a person who is missing; terminology being phased out of usage by DMCPD and replaced with “Missing from care.”
- d. **BPOHC**: Bureau of Permanency and Out-of-Home care, a segment of the Wisconsin Department of Children and Families.
- e. **CHIPS**: Children in need of protective services.
- f. **CAC**: Child advocacy center.
- g. **CAP**: Corrective action plan.
- h. **CPS**: Child protective services.
- i. **CPS 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 DMCPD, 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.
- j. **DCF**: Department of Children and Families, a Department of the State of Wisconsin.
- k. **DCF 59**: The portion of Wisconsin law and code that pertains to shelter care facilities.
- l. **DMCPD**: Division of Milwaukee Child Protective Services, a segment of the Wisconsin Department of Children and Families.
- m. **Pre-dispositional youth**: a child whose TPC case has not yet been heard by a judge.
- n. **Post-dispositional youth**: a child whose TPC case has been heard and decided upon by a judge.
- o. **PRU**: Placement Referral Unit.

- p. **TPC:** Temporary Physical Custody
- q. **TPR:** Termination of Parental Rights
- r. **220-SAFE:** Phone hotline where one can report maltreatment, abuse, or neglect to the proper authorities.

2. General Contract Program Requirements

- a. Liability: If the contractor accepts any placements or any funding from DMCPDS 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 youth who have just entered into protective custody and are in need of a comprehensive assessment, or for youth 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 (DMCPDS) 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 youth in need of protection from abuse and neglect. All services provided by the ASC shall promote the philosophy that safety, well-being, and stability are primary goals, and that permanency, to the extent possible, shall also be a goal. 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 youth by:
 - i. Accepting and housing an eligible youth immediately upon referral, following through with all treatments and supportive practices in place for the youth, 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 youth can be stabilized, monitored, and assessed for their needs in relation to identifying the

most appropriate placement and any other recommended services that will best aid in achieving stability and permanency goals;

- iii. Participating in and transporting the youth to family teaming meetings as needed, and providing support and encouragement to youth 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 youth;
 - v. Adhering to and supporting the principles of the Adoption and Safe Families Act (ASFA);
- e. Corrective Action Plans: If DMCPSC determines the Contractor is operating in violation of any provisions contained herein, DMCPSC may require the Contractor to participate in creating and/or following a Corrective Action Plan (CAP) in an effort 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 DMCPSC.
- d. All licensing violations by the Contractor will be reported by the Contractor to the DMCPSC Ongoing Services Section within 24 hours of recognition that a violation has occurred. At the discretion of DMCPSC, this may result in DMCPSC 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 ensure a single point of contact for placement coordination at all times and will make available a telephone number or pager number that will be answered 24 hours per day.
- iii. Contractor must respond to any placement 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, for each violation.
 - 2. For the purposes of this provision, a violation constitutes a situation in which request for placement is not responded to 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. Proposed placement requires 1-to-1 care based on the recommendations of the child's medical professional.
 - 4. The ASC is under a health quarantine recognized by the PRU.
- 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, for each violation.

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. DMCPD 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, DMCPD may, at its discretion, remove children from the care of the ASC and cancel the contract. In such an instance, DMCPD may limit the final calendar month's payment to the prorated amount of the ASC's actual expenses to provide care.

5. Admissions Requirements

- a. Placement Authorizations: Only the DMCPD-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 youth involved in Wraparound services must be coordinated with the DMCPD-authorized contract partner for placement referral services, regardless of the time of day. Youth enrolled in Wraparound cannot be placed in the ASC without prior approval from the youth's CPS case manager.
 - ii. The Wraparound program is responsible for payment of Wraparound placements.
 - iii. The ASC cannot refuse placement because the youth is involved in the Wraparound program.
- c. Placement Packets:
 - i. The Contractor shall obtain DMCPD placement packets (orange folders) upon admitting a youth to the ASC.
 - ii. In the rare circumstances 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 CPS case manager to obtain the placement packet, or any information missing from the packet. In the event a placement packet is not received within 24 hours of notifying the CPS case manager, the Contractor will also notify the DMCPSC Ongoing Services Section of non-receipt of the placement packet.

- iii. The placement packet must remain in the ASC at all times the child is enrolled in the program and shall be relinquished to the CPS 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. A copy of all paperwork, forms or documents that the ASC completes or requires to be completed at admission must be provided to DMCPSC before the placement of children under this contract begins.
- ii. A Safety/Crisis Plan will be developed for each child in care within 24 hours of admission. This will include:
 - 1. Reason for placement
 - 2. Current health status/mental health concerns
 - 3. Triggers identified by child
 - 4. Triggers identified by staff
 - 5. Resources and strategies to be used in potential crisis situations

Upon completion, a copy of this plan, and any updates made to it, will be immediately sent to the DMCPSC Ongoing Services Section, CPS case manager, care coordinator (if applicable), and the contracted PRU.

e. Admitting Youth who were Missing from Care:

- i. The term “AWOL,” which originates as a military-derived description for one who is “absent without leave,” is deemed inappropriate terminology, is being phased out of usage by DMCPSC, and the Contractor shall work to eradicate it from usage in its day-to-day practice. In order to foster a more trauma-informed approach, the terminology used in day-to-day practice to describe what may have formerly been described as “AWOL” shall now be deemed “*missing from care.*”

- ii. If a youth who has been discharged due to being missing from care returns to the ASC, immediately notify the PRU, as well as the CPS case manager and call 220-SAFE.
 - 1. If the youth had been missing from care for less than 48 hours after discharge, and a bed is available, the ASC shall immediately readmit the youth and no additional (or repeat) admission paper shall be required.
 - 2. If the youth 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 youth 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** youth in an ASC is not to exceed 20 days. There are no extensions allowable for post-dispositional youth.
- 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. The Contractor may request and/or DMCPSC may authorize a primary 15-day extension of placement (to extend the placement to 45 days). Requests must be made by the youth's 25th day in care.
 - ii. The Contractor may request and/or DMCPSC 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.

- iii. All extension requests are to be submitted to the designated DMCPs Ongoing Services Section.
- iv. The Contractor's failure to provide a timely request does not prevent DMCPs from issuing an authorization extending the child's length of stay.

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 CPS case manager.
- b. The Contractor will participate in the family team meeting, as necessary, 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 CPS 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. Approvals to such requests can only be granted by the DMCPs Administrator, the DMCPs Deputy Administrator, or the Chief of the DMCPs Ongoing Services Section.
- d. Upon discharge, the youth's placement packet must be released to the CPS 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 youth's belongings and will locate and secure contraband including, but not limited to; lighters, knives, tobacco, etc., upon admission in accordance with the Contractors 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 supply of proper nutritional food is available to meet the needs of the total number of children for which the center is licensed. 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 will provide DMCPs with a written policy regarding food and nutrition at the ASC before any placements may occur.
 - e. Clothing: The Contractor will ensure that children are adequately clothed during their stay. Youth 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 youth who do not have an adequate supply of their own clothing. The youth will maintain possession of these items of clothing when they discharge from the ASC.
 - f. The Contractor will provide quality care for children which best meets the individual needs of the child.
 - g. 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 CPS case manager.

Similarly, the Contractor will make practical and reasonable efforts to avoid child contact with maltreators 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.

- h.** The Contractor must engage children in programming that focuses on the needs of each child in various stages of social, emotional, and physical development.
- i.** The Contractor may be required to address medical/mental health issues, substance abuse issues, runaway behaviors, and other high risk behaviors.
- j.** 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 physical restraints and 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. The Contractor will provide DMCPs with its physical restraint policies and training plan before any placements may occur.
 - 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 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 youth in the ASC.
 - vi.** Crisis Stabilization and Assessments: The ASC will encourage youth to participate in crisis stabilization and planning if determined necessary by any internal assessments. The Contractor will provide assessment updates to the

DMCPS Ongoing Services Section, CPS case manager, care coordinator (if applicable), and the PRU.

- vii.** Permanency Planning: Age-appropriate children shall participate in transitional and permanency planning in coordination with the child's CPS Case Manager.
- viii.** 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 CPS case manager.

9. Staff Ratio

- a. The youth 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 youth spending time to properly supervise the youth.
- b. There will be a minimum of one on-duty staff person for every four youth in placement during waking hours.
- c. There will be a minimum of one on-duty staff person for every eight youth 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.
- 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 a preliminary internal assessment report and send it to the designated PRU staff, DMCPS Ongoing Services Section, and the child's CPS case manager within five business days of admission.

- b. The preliminary internal assessment report will be updated weekly and submitted as ongoing internal assessment reports. The assessment reports 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 Wednesday by 10 a.m.
- c. A final, complete and conclusive internal assessment report will be provided to the parties listed above.

- i. For youth with an expected stay of 21+ days, the final internal assessment report is due five days before the child's last planned day of care with the ASC.

For example, if the child is expected to move to a new placement on day 30, the final internal assessment report is due no later than day 25. If the child's stay is extended to a 60 day provision of care, the final internal assessment report is due on day 55.

- 1. **Day 5:** Preliminary internal assessment due
- 2. **Each subsequent Wednesday:** Ongoing internal assessment due
- 3. **5 days prior to last planned day of care:** Final internal assessment due

- ii. For youth with a 20 day limit of care at the ASC, the following due dates:

- 1. **Day 5:** Preliminary internal assessment due
- 2. **Each subsequent Wednesday:** Ongoing internal assessment due unless this day falls on 15th, 16th, or 17th day of care.
- 3. **Day 17:** Final internal assessment due

- d. The Contractor must develop guidelines to ensure that ongoing internal assessment reports on the youth are comprehensive, complete, and ongoing as new information becomes available. These guidelines must be provided to DMCPSC before the placement of children under this contract begins.

- e. As much of the following information as is known must be included in all assessment reports:

- i. Summary of behavior analysis and current well-being, including the youth's ability to meet their own needs, and perceived levels of self-esteem.
(For example: Success in personal hygiene or readying self for outings.)

- ii. List of recommended external assessments for the youth.
- iii. Plan of individualized action regarding medical provisions.
(For example: If the child is on any medications, list them along with the quantity in hand, the refills available, and whether there are concerns about obtaining any future medications. Provide information about the last times the child met with a doctor and a dentist and when future appointments will or should take place.)
- iv. Plan of individualized action regarding education. Include an assessment of the child's literacy level. Include information regarding whether the child has or has had an Individualized Education Plan (IEP) or might be a candidate for necessitating an IEP.
(For example: If the child is having troubles in school, what is the nature of the problem and what are possible solutions to overcoming those problems? How are the child's grades, attendance, and school relationships?)
- v. Plan of individualized action regarding relationships:
 - 1. Family visitation.
 - 2. Information about any known positive or negative relationships.
(For example: a positive relationship might be recognized if the youth has a girlfriend that is supportive of the youth's well-being and positive goals; a negative relationship might be recognized if the youth has an aversion to others affiliated with a particular street gang.)
- vi. Information about goals important to the child in the short and long term.
(For example: Short term – getting clothes that fit better and staying out of detention at school. Long term – getting a driver's license.)
- vii. Behaviors related to trauma history, including but not limited to:
 - 1. Information known about experiences with drug or alcohol use.
 - 2. Involvement with human trafficking.
 - 3. Self-injurious behaviors.
 - 4. Habits if or when the child becomes missing from care, such as who they continue to communicate with, where they go, how long they remain missing, and whether their missing from care episodes are at the youth's own volition or influenced by others.

- viii. Mental health diagnosis and information about the last and prospective next appointments for the youth to meet with a mental health professional. Also include:
 - 1. Triggers and coping strategies for the youth
 - 2. Prognosis, as determined by mental health professional
 - 3. Functional limitations such as physical or mental disabilities or other limitations to typical development or typical day-to-day functioning for the child's age.
 - ix. Information about the known outcomes of any recent court decisions and any future scheduled court dates.
 - x. Future placements:
 - 1. Recommendations for type/style/situation of future placements.
 - 2. Recommendations regarding the youth's care to be emphasized in communication to future care providers.
- f. 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 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
 - iii.** Education required to create a qualified assessment report is defined as a minimum of a Master's degree in social work or psychology.
- g.** Based on the preliminary and ongoing ASC recommendations, the CPS case manager has the responsibility to identify which external assessments each youth will receive and to identify the service provider that will perform the external assessment(s). It is

the Contractor's responsibility to communicate with the CPS Case Manager to allow the youth to attend any external assessment appointments.

11. Educational Services

- a. The Contractor must make prudent and reasonable efforts to aid in maintaining the child's existing school placement (until such point when a CPS case manager concludes that moving to another class or school is in the best interest of the child and communicates that information to the ASC).
- b. The Contractor should make contact with a child's school within 1 business day of admission to the ASC.
 - i. The Contractor will discuss transportation of the child to and from school, behavioral concerns that may prohibit the child returning to school, or any reason the child can no longer attend their school of origin. The Contractor may also discuss the child's behavior and performance in school, and any concerns in relation to the child's educational stability and success.
 - ii. The Contractor will inform the CPS case manager within 24 hours of learning of any issues negatively pertaining to attending school or succeeding in school activities.
 - iii. All youth are expected to attend school every day scheduled.
 - iv. The Contractor is not to provide the school with unnecessary confidential information about the child or the child's family.
- c. The Contractor must provide the transportation to and from school unless other arrangements are made by the child's CPS case manager prior to placement at the Center.
- d. The Contractor must ensure continuity of care between the child's school and the ASC, and any issues are to be immediately reported to the CPS case manager.

12. Medical, Dental and Behavioral Evaluations or Services

- a. The Contractor must schedule routine, follow-up, and emergency medical, dental or mental health/behavioral appointments for the youth.

- b.** The Contractor is responsible for following any recommendations from the Child's Child Advocacy Center (CAC) Appointment, and any follow up care.
- c.** The Contractor is authorized to schedule and attend appointments with the youth through the Authorization to Consent to Medical Treatment located in the placement packet provided to the ASC upon the youth's admission.
- d.** The Contractor must ensure that transportation issues are addressed to ensure that every child has the ability to attend all medical, dental and behavioral appointments. When other transportation options are not feasible, the Contractor must provide transportation to and from these appointments.
- e.** The Contractor must evaluate any obvious medical and dental needs of youth who are admitted to the facility. Working with the child's CPS case manager, the Contractor must ensure that all children in the beginning of an out of home care episode have an appointment to see a doctor and a dentist to take place within 30 days of being placed into out of home care.
- f.** Medications:
 - i.** 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 youth while preserving each youth's right to privacy regarding health and medical information. This policy shall be provided to DMCPSC prior to the placement of youth.
 - ii.** The Contractor must arrange for and obtain any prescription medications the youth requires.
 - iii.** The Contractor must administer medications as required by DCF 59, including, but not limited to, documentation of the medication dosage and frequency given.
 - iv.** Whenever a youth has a dwindling prescription with quantity value remaining of 10 days or less, and a refill or new prescription is needed, the Contractor must inform the CPS case manager as well as make prudent and reasonable

efforts to fill the upcoming round of medication before the remaining amount is fully depleted.

g. Medicaid Coverage

- i. Children placed in the facility under Temporary Physical Custody (TPC) or a Child in Need of Protective Services (CHIPS) orders have immediate medical coverage. The assigned case manager is responsible for applying for Medicaid coverage for the child and will provide a Child Information for Medical Coverage letter at the time of admission or as soon as possible following admission.
- ii. If the Contractor takes a youth to a medical provider, or purchases prescribed medication, the Contractor will present the Child's Medicaid ID number, or the Child Information for Medical Coverage letter, to the provider and will direct the provider to bill the child's Medicaid account.
- iii. If a medical provider denies providing medical coverage based on documentation provided such as declining to accept the Child Information for Medical Coverage letter, the Contractor will contact the assigned case manager for follow-up.

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 CPS 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.
- d. Congregate meetings, such as those where multiple youth and their families are brought to meet together in one setting where external parties may become directly aware of details about other youth who are in out of home care, are deemed a potential

privacy violation of the Health Insurance Portability and Accountability Act (HIPPA) and are therefore prohibited under this contract.

14. Recreational /Social Activities

- a.** 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.

(For example: The ASC takes all youth to a movie. The ASC documents that at the time refreshments were purchased, youth were taught how to respectfully and accurately make a purchase at a refreshment stand, and after the movie the concepts of plot, moral, or themes were discussed as a group. Another example: The ASC takes youth to a basketball game. Prior to the game the ASC teaches youth about history of the game, rules of the game, or players in the game. Prior to the game the ASC teaches youth how to locate the address of the game and determine what route to take to get there using a map.)

Note: structured recreational and/or social activities do not need to take place external to the ASC.

- b.** 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.

(For example: A youth who is part of a soccer team may be allowed to continue participating in practices, games, and all other elements of being a member of a soccer team.)

- c.** 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 an youth has been approved for an off-grounds activity, the Contractor's staff will directly supervise all activities.
- b.** The Contractor can only allow a youth an off-grounds activity/pass after authorization by the assigned CPS 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 youth's file for potential review by the Ongoing Services Section team or the youth's CPS case manager.

16. Employment/Community Service Related Activity

The Contractor must ensure that any youth 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 youth 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 (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 any social 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.
- 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 DMCPS Out-of-Home Care Liaison 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. When the Contractor determines that a child is missing from care the Contractor will immediately inform the youth's CPS case manager or supervisor, call 220-SAFE (if after weekday business hours or the CPS case manager or supervisor cannot be reached), the police, the youth's care coordinator (if applicable), and the PRU ASC Coordinator. If any of the above parties cannot be reached, and voicemail or email messaging is available, those contact methods will be utilized.
- 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.
- c. For the process for re-admitting a youth who returns from missing status, see previous section on admission procedures.

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 and the CPS 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 youth is out of control, the Contractor will inform the police and/or emergency medical services immediately, and the CPS 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, within 12 hours of a serious incident occurring, the Contractor will notify the CPS case manager and the DMCPs Ongoing Services Section and the PRU ASC Coordinator 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 CPS case manager, the DMCPs Ongoing Services Section, 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 youth 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 a SIR and may involve law enforcement.

- i. If the police officer concludes that the behavior is criminal, the officer may remove the youth from the ASC. If the office does not conclude that the youth's behavior necessitates that the youth be detained, the youth 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 Mobile Urgent Treatment Team (MUTT), the Contractor may request to have the youth removed from care by following the procedures set forth in Section 26.
 - 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. Food Policy: The ASC will provide DMCPS with a written policy regarding food and nutrition at the ASC.
- c. Medications: 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.
- d. 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.
- e. Internal Assessment Reports: The Contractor must develop guidelines to ensure that ongoing internal assessment reports on the youth are comprehensive, complete, and evolved from one publication to another, as new information becomes available. These guidelines must be provided to DMCPS before the placement of children under this contract begins.
- f. Securing Belongings and Contraband: The Contractor will inventory and secure the youth'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.

-END OF DOCUMENT-