

# **DMCPS Contract Program Requirements for the Provision of Group Home Care Services**

## **I. Contract Program Requirements as of March 21, 2012.**

- A. The Contractor will provide quality Group Home Care for children which best meets the individual needs of the child by:
  - 1. Follow all licensing requirements according to DCF Chapter 57;
  - 2. Providing a safe and quality group home;
  - 3. Creating and maintaining open and supportive communications among all parties to reach a final goal of permanence;
  - 4. Adhering to and supporting the principles of the Adoption and Safe Families Act (ASFA) which mandates timely permanence for all children in out-of-home care;
  - 5. Participation in Family Teaming Meetings and crisis stabilization meetings as needed;
  - 6. Participate in the development of CANS with the child placing agency and all other identified parties;
  - 7. The Contractor will implement and monitor a treatment care plan that addresses the identified needs of the child.
  - 8. Programming will include, but should not be limited to, addressing age appropriate educational issues; medical, dental, and mental health issues; alcohol and other drug abuse education; developing independent living skills; teaching reproductive health awareness, education on domestic violence, sexual abuse/assault; and locating community resources for recreational activities and health care.
- B. Placements in Group Home Care are expected to be short term to address specific needs of the child.
- C. During a child's placement in a group home, the Contractor 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. Visitation Plans will be maintained in the child's case file with documentation related to visits.
- D. The Contractor must deliver and engage children in programming that focuses on the needs of children in various stages of social and physical development, addressing such age-appropriate factors as social development, academic achievement, positive recreational activities, essential life skills, choosing healthy relationships, job training and employment skills.
- E. 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 group home agency staff, other children in the home, or others.

2. The use of physical restraints and corporal punishment is prohibited. However, physical restraint may be used in the event of an emergency as defined by DCF 57 licensing guidelines.
3. Training on discipline, which excludes the use of physical discipline and corporal punishment shall be provided to all group home staff.
4. Training on the dynamics of high-risk behavior and its prevention and management shall be provided to all group home staff.
5. Internal staff will be responsible for reporting on allegations of abuse and neglect in the group home as stipulated in Section IV of this document.
6. There shall be appropriate adult supervision and nurturing and effective engagement of children in programming.
7. Age-appropriate children shall participate in crisis stabilization and planning.
8. Age-appropriate children shall participate in aftercare, transitional and permanency planning.
9. The Contractor will ensure that children are supervised 24 hours per day, seven days per week. A resident may have defined, specific treatment-related independent time in the community when the following conditions exist:
  - a. The Contractor will not allow any resident to have unplanned independent community time that has not been identified in the treatment plan and approved by the ongoing case manager.
  - b. Prior to planned independent time, the resident must have demonstrated responsible behavior by participating in the Group Home therapeutic milieu and meeting the group home program expectations and successfully working on treatment goals.
  - c. Prior to planned independent time, the ongoing case manager must have verified the progress of the resident and must be in agreement that independent time is necessary for the child to continue to progress in obtaining his/her treatment goal.
  - d. The resident's treatment plan will include the specific use for independent time in the community that is directly related to the treatment goal, such as to increase appropriate socialization skills.
  - e. Spending time at a park or mall where there is no opportunity for feedback on the development of skills would not qualify. Independent time could include job searching, working, and/or going to library for a specific project which allows Contractor's staff to provide supervision check-ins, both in person and by phone.
  - f. The Contractor will have a defined plan and policy on how its staff will provide drop-in visits to evaluate the progress of the child and to

provide supervisory oversight during independent community time. The plan should include steps staff will follow when a resident does not meet the conditions outlined in the treatment plan for independent time in the community.

- F. The group home agency workforce should be culturally competent and able to support the children in their diverse cultural and lifestyle backgrounds.
- G. The Contractor must provide or arrange all transportation to and from school and other community-related activities. Children acquiring independent living skills may be exempt from this provision but only if it is included in the treatment plan and is consistent with their demonstrated level of responsibility.
- H. The Contractor must provide or arrange transportation to and from all medical/mental health/dental appointments and all court-ordered services.

## **II. Performance Standards and Accountability**

- A. The Contractor shall perform all services consistent with the documents constituting this Contract. Reporting requirements, such as length of stay, discharge destination, etc., will be specified in writing and will be reported to and monitored quarterly by the Department. Performance standards will be developed as baselines are established regarding permanence, safety and child well-being and standards will include program outcomes, activity and qualitative indicators for which the Contractor will be expected to meet or achieve reasonable progress toward meeting. The Contractor's performance as measured against these standards will be a factor in determining if the Contract will be renewed.
  - 1. The Contractor will be responsible for documenting the following related to any child in its care:
    - a. The length of stay in the group home from placement to discharge; and
    - b. Where the child is discharged to, e.g., birth home, foster home, treatment foster home, RCC, another group home, or that the child is AWOL, etc.
  - 2. The Department will evaluate Contractor performance based on the following measurements:
    - a. Incidence of substantiated maltreatment while in care;
    - b. User satisfaction via the use of a survey tool;
    - c. Discharge Outcomes
- B. The Department will discuss at quarterly Group Home meetings, and at individual visits to the group home, the current status of outcomes and indicators, 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 required for failure to comply with the provisions of this Contract, including failure to follow DMCPs Policies and Procedures, the Jeanine B. Settlement Agreement and associated corrective action plan, the Federal Child and Family Service Review's Program Improvement Plan (PIP).

### **III. Alleged Child Maltreatment 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. All group home staff should be knowledgeable with regard to child abuse and neglect prevention, intervention and treatment while being cognizant of ethnic or racial minorities and diverse geographic areas within the community.
- C. Group Home agencies need to provide training to agency staff with regard to the prevention of maltreatment while a child is in their care. Agency staff training must include:
  - 1. Training in order to identify when abuse or neglect has occurred.
  - 2. Training detailing the legal duties of such personnel and their responsibilities to protect the legal rights of the child.
  - 3. Training detailing protocols for staff regarding mandated reporting of child abuse or neglect.
  - 4. Training to detailing situations of substance abuse, domestic violence and neglect.
  - 5. Training regarding the confidentiality of all records in order to protect the rights of the child and the child's parents.
  - 6. Training detailing the reporting of medical neglect, procedures or programs, or both to provide for the:
    - a. coordination and consultation with individuals designated by and within appropriate health-care facilities;
    - b. prompt notification by individuals designated by and within appropriate healthcare facilities of cases of suspected medical neglect;
- D. The group home agency 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 to ensure their placement in a safe environment.
- E. The group home agency must continually improve the skills and qualifications of the direct line and supervisory staff providing services to children.
- F. 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.

#### **IV. Additional Reporting Requirements Related to Maltreatment in a Group Home**

- A. The staff member who observed or was informed of the maltreatment will immediately call the Division of Milwaukee Child Protective Services Intake (220-SAFE) upon learning of an allegation of maltreatment occurring in the group home.
- B. The staff person making the referral will provide DMCPS 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 group home agency is expected to fully cooperate with DMCPS and any other contracted agencies regarding any report of alleged maltreatment of a foster child while in care. Children's placements are only to be changed by appropriate DMCPS ongoing or initial assessment staff.
- D. Any substantiated maltreatment in a group home will require the group home agency to submit a Corrective Action Plan to DMCPS within 30 days of being notified of the substantiation. This CAP shall include any action initiated in response to the recommendations of the Independent Investigations agency. Approved Corrective Action Plans will be added to the Contract as an addendum.
- E. DMCPS 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 agency's group home. If the referral is screened out, the group home agency will review the referral and follow up on any concerns or licensing issues. If the referral is screened in the group home agency will ensure the children in the home are safe and will not investigate the allegation. When the independent investigation is completed the group home agency will review and implement the assessment recommendations as appropriate. The group home will work with the DMCPS/OHC Liaison in follow up of screened in and out referrals and independent investigation recommendations as needed.

#### **V. CAPTA Appeal Process**

The following provisions outline the appeals process for those against whom a substantiated finding of child maltreatment has occurred:

- A. Under the Federal Child Abuse Prevention and Treatment Act (CAPTA) and corresponding Wisconsin State law, the Division of Milwaukee Child Protective Services is required to have an appeal process by which persons against whom a substantiated finding of child maltreatment has occurred have a right of access to an appeal process.
- B. The purpose of an appeal is to allow a person against whom such a finding has been made to have the substantiation decision reviewed and have the opportunity to present additional information for BMCW's consideration.

C. The Department of Children and Families has set forth guidelines regarding the appeal process. BMCW's policies and procedure follow the DCF guidelines.

1. When a person is identified and named as a child maltreater, that person has certain constitutional rights which must be safeguarded and respected. This includes the right to a notice as to whom he/she is accused of maltreating and information regarding what the allegations are which led to the substantiation. This will generally mean that the person is entitled to a copy of the Initial Assessment report (with the identifying information about the reporter redacted).
2. There is no requirement under Wisconsin or Federal law that an actual maltreater be identified when abuse or neglect is substantiated. It is legally sufficient to substantiate the abuse/neglect without substantiating a named maltreater.
3. An individual cannot be substantiated as the maltreater unless either DMCPS or law enforcement has actually interviewed the person as part of the investigation and given him/her an opportunity to present his/her response to the allegations.

## **VI. Necessary Resources**

- A. Except as detailed elsewhere in the Contract as obligations of the Department, the Contractor shall provide the personnel and any materials and resources necessary for the performance of the services.
- B. All current and newly hired staff must successfully complete and comply with the core competencies and staff professional development requirements for their employment position in order to provide quality services and support successful outcomes for children. This includes compliance with strategies for increasing the tenure of group home staff, supervisors and managers including career ladders recognizing length of service, attainment of graduate degrees or professional certification, additional skills, experiences or competencies.

## **VII. Compliance with DMCPS Required Meetings**

Contractors are expected to attend all group home-related program and contract meetings convened by DMCPS. If attendance is not possible by any staff member, the Contractor must notify the assigned DMCPS staff prior to the meeting of the agency's inability to attend.