

Exhibit 1: Scope of Services

DMCPS Contract Program Requirements for the Provision of Group Home Care Services *Contract Period: January – December 2019*

I. Contract Program Requirements

- A. The Contractor will provide quality Group Home Care for children which best meets the individual needs of the child by:
1. Following all licensing requirements according to DCF Chapter 57;
 2. Providing a safe and quality group home;
 3. Creating and maintaining open and supportive communication amongst 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. Participating in Family Team Meetings and crisis stabilization meetings as needed;
 6. Participating in the development of the child's CANS with the child placing agency and all other identified parties;
 7. Implementing and monitoring a treatment care plan that addresses the identified needs of the child;
 8. Programming for the children to include, but should not be limited to:
 - a. addressing age-appropriate educational issues
 - b. addressing medical, dental and mental health issues
 - c. alcohol and other drug abuse education
 - d. developing independent living skills
 - e. teaching reproductive health awareness
 - f. education on domestic violence and sexual abuse/assault
 - g. 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, case plan, or direction from the child's DMCPs case manager. 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 if the group home staff have been properly trained in the restraint technique chosen by the Contractor. The Contractor will notify DMCPs Contract Administrator of any physical restraint policies within 15 days of the signing of this contract. Without any written policy on file with DMCPs, the agency is not allowed to use any type of physical restraint on any child at any time.
 - 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, nurturing and effective engagement of children in programming.
 - 7. Youth in the group home shall participate in crisis stabilization and planning, if determined necessary by their care plan. The Contractor will provide updates to the DMCPs Case Manager weekly via in-person meetings, phone calls, or through email.

8. Age-appropriate children shall participate in aftercare, transitional and permanency planning in coordination with the child's DMCPs case manager.
9. The Contractor will ensure that children are supervised 24 hours per day, 7 days per week except when adhering to WI ACT 138 Reasonable and Prudent Parent Standards. In addition, a resident may have defined, specific treatment-related independent time in the community when the following conditions exist:
 - a. Independent community time that has been identified in the treatment plan and approved by the DMCPs 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 DMCPs 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.
10. The group home agency workforce should be culturally competent and able to support the children in their diverse cultural and lifestyle backgrounds.
11. 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.
12. The Contractor must provide or arrange transportation to and from all medical/dental/mental health appointments and all court-ordered services.
13. **Mobile Phone and Internet Use Policy:** The Contractor must establish a written policy regarding youth possession and use of mobile phones. This policy must be provided to DMCPs Contract Administrator within 30 days of the signing of this contract. The policy must identify:
 - a. What happens when a child possessing a mobile phone is brought to the facility for admission?

- b. When the child may or may not have or utilize the device.
 - c. When and where the device will be stored or charged, and how it will be secured from theft or misuse by others when not in possession of the child.
 - d. How the Contractor will ensure privacy of other youth in the facility given the recording and photographic capabilities of most mobile phones.
 - e. How the Contractor will ensure the youth does not use the mobile device to make contact with maltreaters or others from which the DMCPD case manager has advised shall not be contacted.
 - f. Whether the Contractor offers Wi-Fi / Internet access to youth and how such access is overseen or managed.
14. The Contractor must establish and provide to DMCPD Contract Administrator within 30 days of the signing of this contract a written statement explaining whether or not (and if so, how) Group Home staff may be visually identified and distinguished from Group Home residents, by a third party entering the facility. For example, a statement may explain that there is in place a policy calling for all staff to wear photo-ID badges on a lanyard or clip, or for all staff to wear a corporate logo shirt in a certain color identifying them as staff of the group home. If no policy exists and staff are not distinguishable from residents by a third party entering the facility, the Contractor shall provide a written statement indicating such to DMCPD.

II. Admission Requirements for DMCPD Children

- A. Only DMCPD's contracted partner for placement referral services, called a Placement Referral Unit (PRU) and Wraparound can authorize placements, which must be also be authorized by the child's DMCPD case manager.
- B. Wraparound Placements
 1. The Contractor may accept placements made directly by Wraparound for children under a CHIPS Dispositional Order.
 2. The Wraparound program is responsible for payment of Wraparound placements.
 3. The Group Home cannot refuse placement solely because the child is involved, or will become involved in the future, with the Wraparound program.

4. The Group Home is not required to become an “in-network” provider for Wraparound, but is encouraged to seek a Wraparound contract so that Wraparound payments may be timely processed. Note: Wraparound will not pay invoices until a Wraparound contract is in place.

C. Admissions Paperwork

1. The Contractor will require DMCPs placement packets (orange folders) upon admission to the Group Home. However, in the rare circumstances that a placement packet is not available, the group home cannot refuse placement for this reason. The Contractor will contact the assigned DMCPs case manager within 24 hours of placement to obtain this placement packet, or any missing information from the packet.
2. Upon discharge from the group home, the placement packet will be provided to the DMCPs case manager prior to the child leaving the premises. If the packet is not provided upon discharge, it is the Contractor’s responsibility to provide it to the DMCPs case manager within 24 hours.

D. Acceptance of Children into the Group Home

1. The Contractor must ensure a single point of contact for placement coordination at all times.
2. The Contractor must make itself available for placement between the hours of 8:00am and 5:00pm.
3. The Contractor must accept or deny placement within 24 hours of receiving the initial request for placement from the placing agencies.
4. The Contractor has the ability to accept or deny placement referrals, in accordance of the needs of the child or children in their care. The Contractor must provide the placing agency with a detailed reason for all denials. Placement denials must be for a specific reason, including, but not limited to the following:
 - a. Needs of the child are greater than the staff within the Contractor’s home can safely manage. The Contractor must describe the specific needs that they are unable to meet.
 - b. The child does not fit within the age requirements that can be placed at the home.
 - c. The histories and experiences of a child already placed at the facility are contrary to the best-interests of the child seeking placement (i.e. child is a member of a rival gang).

5. The Contractor will inventory and secure the child's belongings and will locate contraband including, but not limited to lighters, knives, 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 DMCPSC Contract Administrator within 30 days of contract signing.

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 must 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 regarding the confidentiality of all records in order to protect the rights of the child and the child's parents.
 5. 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 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 agency of such entities; child abuse citizen review panels; child fatality review panels; a grand jury or court, upon 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 call the Division of Milwaukee Child Protective Services Intake (220-SAFE) within 1 hour of learning of an allegation of maltreatment occurring in the group home.
- B. The staff person making the referral will provide 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 group home agency is expected to fully cooperate with DMCPD 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 DMCPD 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 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 Investigation 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 agency's group home. If the referral is screened out, the group home agency will review the referral and follow up with 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 DMCPD/OHC Liaison in the follow ups of screened in and out referrals and independent investigation recommendations as needed.

V. CAPTA Appeal Process

- A. The following provisions outline the appeals process for those against whom a substantiated finding of child maltreatment has occurred.
1. 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.
 2. 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 DMCP's consideration.
 3. The Department of Children and Families has set forth guidelines regarding the appeal process. DMCP's policies and procedures follow the DCF guidelines.
 - a. 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 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 of the reported redacted).
 - b. 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.
 - c. An individual cannot be substantiated as the maltreater unless either DMCP 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 or 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. This is to include career

ladders recognizing length of service, attainment of graduate degrees or professional certification, additional skills, experiences or competencies.

VII. Compliance with DMCPD Required Meetings and Trainings

- A. Contractors are expected to attend all group-home related program and contract meetings convened by DMCPD, for which they are provided at least 30 days advance notice of. If attendance is not possible by any staff member, the Contractor must notify the assigned DMCPD staff prior to the meeting of the agency's inability to attend.
- B. Contractors are expected to have at least one member of its staff attend up to 16 hours per year of required trainings designated by and provided by DMCPD or its affiliates. These trainings are on behalf of the group home and the group home may rotate which staff attend, counting all accumulated hours as credit for the group home, rather than for a specific employee.
- C. Contractors are expected to require all new staff to complete the free online foster parent pre-placement training found at <https://wcpds.wisc.edu/sample-page/foster-parent-training/foster-parent-pre-placement/> within 30 days of hire (or within 30 days of the signing of this contract, if already positioned staff have not yet completed this training) and to keep on file documentation of completion.

VIII. 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 Division. 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 providing written progress reports on a monthly basis for each child in care under this contract.
 - a. DMCPD does not prescribe a format for such progress reports – there is no specific form or format that must be used. This report may be as direct as a short email that answers the questions listed below.
 - b. The report is to be provided in writing (email or hard copy is acceptable) to the DMCPD case manager.
 - c. Such reports are due by the 10th day of each month for any child that was in contractor's care for ten or more days in the prior month.

- d. The report must provide a response to the following questions/topics:
 - a. Identify whether the child has been attending school and describe the child's status with education, highlighting any recent accomplishments, setbacks, or concerns in relation to learning or the school environment.
 - b. Identify whether the child's behavior has been steady or has recently changed, whether the child's behavior tends to be positive or negative, and note any related issues of concern.
 - c. If the child has a treatment plan, identify any progress or setbacks the child is experiencing related to the treatment plan.
 - d. Explain the child's level of compliance and participation or refusal to participate in services.
 - e. The report is not limited to the information listed above and may include as much information as the Contractor feels is necessary to convey the child's status to the DMCPD case manager.
 2. 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.
 - b. Where the child is discharged to (i.e. birth home, foster home, treatment foster home, RCC, another group home, or that the child is missing from care).
 3. The Division 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 Division will discuss at quarterly Group Home meetings and at individual visits with 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 DMCPD Policies and Procedures, the Jeanine B. Settlement Agreement and associated corrective action plan, the Federal Child and Family Service Review's Program Implementation Plan (PIP).

C. Contract Monitoring: The Agency agrees to participate in the contracting performance monitoring process as determined by DMCPs.

1. DMCPs has a purpose, duties and authority to establish and enforce standards in the provision of services in child welfare. DMCPs has and will continue to develop standards of performance, to which contracted agencies must adhere and will be monitored to ensure performance compliance.
2. The Contractor will be evaluated on compliance with meeting attendance and completion of staff training, proper reporting of critical incidents, and quantity of types of incidences of substantiated maltreatment while in care.
3. The Contractor will meet with DMCPs on a periodic basis to discuss and review any potential operational concerns or developments along with the contractor's performance under the requirements of this contract.