

Exhibit 1: Scope of Services

DMCPS Contract Program Requirements for the Provision of Residential Care Center (RCC) Services

Contract Period: January – December 2019

I. Contract Program Requirements

- A. The Contractor will provide quality Residential Care for children which best meets the individual needs of the child by:
1. Following all licensing requirements according to DCF Chapter 52;
 2. Providing a safe and quality residential center;
 3. Creating and maintaining open and supportive communications amongst all parties legally and appropriately 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 and crisis stabilization meetings as requested;
 6. Participating in the development of the Child and Adolescent Needs and Strengths (CANS) document with the child placing agency and all other identified parties;
 7. Completing a written, dated and signed admissions screening report to the Division of Milwaukee Child Protective Services (DMCPS) or identified representative which will include a preadmission review and identification of the prospective resident's primary presenting problems and a statement recommending reasons for or against admission based on the ability of the center to meet the needs of the child(ren);
 8. Establishing, whenever possible, a pre-placement visit for the prospective child(ren) and if possible and appropriate, including the parent or guardian to

participate. The center will provide the prospective child(ren) and their parent(s) or guardian with an orientation to the center's programs.

9. Within 30 days of placement, the Contractor will conduct an assessment of the child's treatment and service needs and based on this assessment, a treatment care plan that addresses these needs will be written and provided to the parent/guardian and DMCPs representative. The child's treatment care plan will be reviewed and updated at least once every 3 months and copies of the updated plan will be provided to the parent/guardian and the DMCPs case manager.
10. Programming will include as appropriate, 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.
 - h. Programming that focuses on the needs of children in various stages of social and physical 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 and deemed appropriate.
- B. Placements in Residential Care Centers 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.
- C. During a child's placement in the RCC, 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 along with documentation related to visits.
- D. Children will be protected from potential threats to their safety, whether in or out of the center. The following shall apply:

1. There shall be no maltreatment by agency staff, other children in the center, or others.
2. The use of physical restraints and corporal punishment is prohibited. However, an exception to the prohibition of physical restraints allows that physical restraint may be used in the event of an emergency as defined by DCF 52 licensing guidelines if the RCC staff have been properly trained in the restraint technique chosen by the Contractor.
3. Training on discipline, which excludes the use of physical discipline and corporal punishment, shall be provided to all direct care staff.
4. Training on the dynamics of high-risk behavior and its prevention and management shall be provided to all direct care staff.
5. Internal staff will be responsible for reporting on allegations of abuse and neglect as stipulated in other sections of this document.
6. Age-appropriate children shall participate in crisis stabilization planning if determined necessary by their care plan.
7. Age-appropriate children shall participate in aftercare, transitional, and permanency planning.
8. There shall be appropriate adult supervision, nurturing and effective engagement of children in programming. 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 Parenting Standards.
9. The agency workforce should be culturally competent and able to support the children in their diverse cultural and lifestyle backgrounds.
10. The Contractor must provide or arrange transportation to and from all medical/mental health/dental appointments, all court-ordered services, 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.

II. 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 agency 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. The Contractor 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 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:
 - 1. Coordination and consultation with individuals designated by and within appropriate health-care facilities; and
 - 2. Prompt notification by individuals designated by and within appropriate healthcare facilities of cases of suspected medical neglect.

- D. The 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 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.

III. Additional Reporting Requirements Related to Maltreatment in a Residential Care Center

- A. The staff person that witnessed the alleged maltreatment will follow the Residential Care Center's procedures to report the alleged maltreatment to the Division of Milwaukee Child Protective Services Intake (220-SAFE) as well as notifying the DMCPD case manager and other parties as outlined in the facility's current license.
- B. Any substantiated maltreatment in a residential care 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 Investigation agency. Approved Corrective Action Plans will be added to the Contract as an addendum.

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

- D. 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 Access report and related CPS reports of which they are the subject (with the identifying information about the reporter redacted).
- E. 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.
- F. 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

V. 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 agency staff, supervisors and managers including career ladders recognizing length of service, attainment of graduate degrees or professional certification, additional skills, experiences or competencies.

VI. Compliance with DMCPS Required Meetings

- A. Contractors are expected to attend all residential care-related program and contract meetings convened by DMCPS, 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 DMCPS 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 DMCPS or its affiliates. These trainings are on behalf of the RCC and the RCC may rotate which staff attend, counting all accumulated hours as credit for the RCC, rather than for a specific employee.

VII. Performance Standards and Accountability

- A. The Contractor shall perform all services consistent with the documents constituting the Contract.
- B. The Department will evaluate Contractor performance based on outcomes developed by DCF. Performance standards will be developed regarding permanence, stability, safety and child well-being. The Contractor's performance will be a factor in determining placement referrals and contract renewal.
- C. The Contractor will be responsible for documenting the following related to any child in its care:
 - a. The length of stay in the residential care center from placement to discharge; and
 - b. Where the child is discharged to, e.g., birth home, foster home, treatment foster home, another RCC, group home, or that the child is missing from care, etc.
- D. The Contractor will be responsible for providing written progress reports on a monthly basis for each child in care under this contract.
 - 1. DMCPS 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.
 - 2. The report is to be provided in writing (email or hard copy is acceptable) to the DMCPS case manager.
 - 3. 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.
 - 4. 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.
 - 5. 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 DMCPs case manager.
- E. Corrective action, or any other remedies available to the State under the Contract, may be required for failure to comply with the provisions of the 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).
- F. Contract Monitoring: The Agency agrees to participate in the contracting performance monitoring process as determined by DMCPs. 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.