

**Michigan Department of Health and Human Services
Office of Contracts and Purchasing (OCP)
PO Box 30037, Lansing, MI 48909
Or
235 S. Grand Avenue, Suite 1201, Lansing, MI 48933**

**AGREEMENT NUMBER: TFCxxx
Between
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
And**

CONTRACTOR		PRIMARY CONTACT	EMAIL
xxx		xxx	xxx
CONTRACTOR ADDRESS			TELEPHONE
xxx			- -
STATE CONTACT	NAME	TELEPHONE	EMAIL
Contract Administrator	xxx	- -	xxx@Michigan.gov
OCP Analyst	xxx	- -	xxx@Michigan.gov

AGREEMENT SUMMARY			
SERVICE DESCRIPTION	Treatment Foster Care		
GEOGRAPHIC AREA	Statewide		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
xxx	October 2016	xxx	xxx
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$xxx	
CONTRACT TYPE	Per Diem		

*The effective date of the contract shall be the date listed in the "Effective Date" box above, or the date of Michigan Department of Health and Human Services (MDHHS) signature below, whichever is later.

The undersigned have the lawful authority to bind the Contractor and MDHHS to the terms set forth in this Agreement. Section 291 of the fiscal year 2016 Omnibus Budget, PA 84 of 2015, requires verification that all new employees of the Contractor and all new employees of any approved subcontractor, working under this Agreement, are legally present to work in the United States. The Contractor shall perform this verification using the E-verify system (<http://www.uscis.gov/portal/site/uscis>). The Contractor's signature on this Agreement is the Contractor's certification that verification has and will be performed. The Contractor's signature also certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.

FOR THE CONTRACTOR:

xxx

Contractor

Signature of Director or Authorized Designee

Print Name

Date

FOR THE STATE:

MICHIGAN DEPARTMENT OF HEALTH AND
HUMAN SERVICES

Signature of Director or Authorized Designee

Print Name

Date

Agreement Number: TFCxxx

Anticipated Total Agreement Value: XXX

This Agreement will be in effect from the date of MDHHS signature through xxx. No service will be provided and no costs to the state will be incurred before xxx, or the effective date of the Agreement, whichever is later. Throughout this Agreement, the date of MDHHS signature or xxx, whichever is later, shall be referred to as the begin date.

1. PROGRAM REQUIREMENTS

1.1. Client Eligibility Criteria

a. Eligible Clients

On no day during this Agreement period, shall there be no more than the following number of children in placement for whom MDHHS has responsibility to make a state payment: xxx

MDHHS does not guarantee any minimum number of placements at any point in time.

Services provided under this agreement are limited to children for whom:

MDHHS can legally provide care and services and for whom MDHHS makes a State payment

-OR-

County child-care funded children referred to MDHHS for care and supervision by probate court order but for whom MDHHS may have no legal responsibility to make a payment are also eligible clients

-AND-

Are referred from the MDHHS local offices, based on any of the following criteria:

- 1) The child is being discharged from a psychiatric placement approved and/or financed by or is at risk of psychiatric hospitalization.
- 2) The child is stepping down from residential care, and his/her integration into community care requires a highly structured placement. The child has a documented psychiatric or psychological diagnosis (DSM-IV, Axis 1) within the past six months and a rating of severe on one of the following domains on the Child Assessment of Needs and Strengths (CANS): Mental Health and Well-Being, Substance Use, or Sexual

Behavior. Definitions for each of the domains can be found in the FOM Manual (FOM722-8b).

- 3) The child is under the age of seven years old, with exceptional and intensive mental health and behavioral needs, has experienced multiple placements, with poor or no response to mental health treatment, and for whom residential placement would be the only alternate option. The child must have a rating of severe on one of the following CANS domains: Mental health and Well-Being or Sexual Behavior.

-OR-

Children who are receiving post-adoption services under a medical subsidy contract through MDHHS

-AND-

Are referred from the Adoption Subsidy Office with an active medical subsidy contract. The family must meet the qualifications in MDHHS Adoption Policy AAM 640.

b. Continuing Eligibility Criteria

The Juvenile Assessment Center (or CMH provider for non-Wayne County youth) shall conduct a bi-annual utilization review for Wayne County children to determine the child's continued eligibility for placement in the TFC program according to the following criteria:

The child continues to have a score on the PECFAS and CAFAS at the following levels:

Child and Adolescent Functional Assessment Scale (CAFAS) scoring a minimum of 80 points,

-OR-

Two CAFAS subscale scores of 20 or higher,

-OR-

One subscale of 30 or higher,

-OR-

For children ages 3 to 7, elevated PECFAS subscale scores in at least one of the following areas: self-harm behaviors, mood/emotions, thinking/communicating, or behavior towards others,

-OR-

The child's score is below that noted above, and the Contractor has submitted a transition plan for the child that has been developed with input from the entire treatment team. The plan must explain why the child should remain in TFC even though there have been improved scores. The plan must detail all activities that will be completed by the Contractor to ensure that the child can be successfully returned and maintained in the "planning" or birth family home.

If the projected length of stay is longer than twelve months, the Contractor shall submit an extension request in writing utilizing the TFC Extension Request form (DHS-974) and submit to the Foster Care Program Office for approval.

c. Determination of Eligibility

If MDHHS makes a referral to a child placing agency for foster care case management services pursuant to a contract with the child placing agency, the child placing agency must accept or decline the referral within one hour of receipt of the referral. If a need for placement is imminent, MDHHS may make referrals for placement concurrently to other contracted providers. Contractor may not transfer a foster care case to another child placing agency. After acceptance of a foster care referral, the Contractor may not refer the case back to the Department except for the reasons outlined in the Children's Foster Care Manual (FOM) or upon the written approval of the County Director, the Children's Services Agency Director, or the Deputy Director.

1.2. Referrals, Intake and Placement Requirements

- a. Referrals shall be made to the Contractor, by MDHHS using the DHS-978 TFC Placement Request.
- b. The Contractor accepts a referral from DHHS by doing either of the following:
 - 1) Submitting to MDHHS a written agreement to perform the services related to the particular child or particular individuals that the Department referred to the Contractor; or
 - 2) Engaging in any other activity that results in MDHHS being obligated to pay the Contractor for the services related to the particular child or particular individuals that the Department referred to the Contractor.

- c. The Contractor shall notify the referring MDHHS local office designated staff, on a weekly basis, of all current and expected TFC vacancies.
- d. The Contractor shall accept all referrals, if there is an appropriate treatment foster parent to match with the child. The criteria for matching a child with a TFC family, includes but is not limited to the following:
 - 1) TFC family composition.
 - 2) Experience or knowledge of the child's specific physical, emotional, or mental health conditions.
 - 3) Willingness and ability to work with significant individuals in the child's life (extended family, siblings, former caregivers, friends of the family).
- e. The Contractor shall identify a TFC family for a child referred, within seven calendar days of receiving the referral.
- f. The Contractor shall place the child within seven calendar days of accepting the referral if an appropriate TFC family is available.
- g. The Contractor shall complete the TFC Referral Acceptance form (DHS-977) upon acceptance of a child in the TFC program.
- h. The Contractor shall provide for a minimum of one pre-placement visit between the child and the TFC family to assist in matching the child with an appropriate TFC family.
- i. The Contractor shall make every effort to place children in TFC homes within the referral county to ensure continuity and to facilitate the coordination of follow up services for the child and planning at discharge. However, when that is not possible and when there is an appropriate match between a child and a TFC foster parent in another county, a placement may be made. MDHHS will monitor the frequency with which placement outside of the referral county occurs.
- j. In the event that the Contractor cannot accept the child referred for placement in the TFC program, the Contractor shall document the reasons the child is not being accepted, as well as identify the steps the Contractor will take to resolve barriers (e.g. recruitment of adequate number/types of foster homes), thereby ensuring future placement availability. This documentation shall be provided in writing utilizing the TFC Denial of Referral form (DHS-976) to the applicable local MDHHS County Director, as well as the MDHHS Division of Child Welfare Licensing.

- k. The Contractor shall not eject children from the TFC program unless the child presents a consistent danger to self and/or others. The Contractor shall document specific treatment services employed by the Contractor and the treatment foster parent to address and manage the child's behaviors, including all efforts to maintain the child in the community setting. Every ejection of a child from TFC shall require the Contractor to provide written notice, including the information referenced above, to the referring local MDHHS County Director and to the MDHHS Division of Child Welfare Licensing.
- l. TFC parent(s) shall have no more than four total children (birth, adoptive, foster care, relatives, guardian, etc.) in the home. No more than three shall be foster care children. No more than one shall be a TFC child. Note: The home may accept two TFC children if they are siblings. At the time a TFC child is placed, foster children residing in the home shall not require additional care of the foster parent beyond a Determination of Care (DOC) supplemental level I. Additionally, all children residing in the home shall be four years of age or older.
- m. Exceptions must be requested in writing utilizing the Bed Capacity Request form by the Contractor to the MDHHS County Director and is approved in writing within three working days. The request and approval must occur prior to placement. Except for emergency placement, the Contractor shall not accept a child for placement prior to the signing of an Individual Service Agreement, (DHS-3600) by both the Contractor and MDHHS local office. For emergency placement a DHS-3600 shall be signed no later than the first working day following placement.
- n. If MDHHS makes a referral to a child placing agency for treatment foster care case management pursuant to a contract with the child placing agency, the child placing agency must accept or decline the referral within seven working days of receipt of the referral from foster care or from adoption subsidy.
- o. Upon placement, at minimum, MDHHS shall provide the Contractor with a court order, the ISP and most current USP, a Medical Authorization Card (DHS-3762), and the Individual Service Agreement (DHS-3600). Failure of the Department to provide the Contractor with the required documentation will result in the child's discharge from ISFC within seven calendar days.

1.3. Legal or Court Related

MDHHS shall involve the Contractor, to the extent allowed by law, in matters relating to any legal or court activities concerning the child while in the Contractor's care. If the Contractor is to be involved in the court proceedings, MDHHS shall provide the Contractor with written reports for court use upon request, subject to confidentiality requirements imposed by statute.

2. CONTRACTOR RESPONSIBILITIES

2.1. Email Address

The Contractor authorizes MDHHS to use the contact information below to send Agreement related notifications/information. The Contractor shall provide MDHHS with updated contact information if it changes.

Contact email address: |

2.2. Requests for Information

The Contractor may be required to meet and communicate with MDHHS representatives and from time to time MDHHS may require that the Contractor create reports or fulfill requests for information as necessary to fulfill the MDHHS' obligations under statute and/or the Dwayne B. v. Snyder, et al., 2:06-cv-13548, herein referred to as the Implementation, Sustainability, and Exit Plan (ISEP).

2.3. Geographic Area

The Contractor shall provide services described herein in the following geographic area: Statewide

The Contractor may by arrangement with the local MDHHS office and the MDHHS Children's Services Administration provide services to MDHHS-referred children and families from other areas of the State.

2.4. Licensing Requirements

The MDHHS Division of Child Welfare Licensing (DCWL) is the licensing agency for Child Placing Agencies (CPA). A license is issued to a certain person or organization at a specific location, is non-transferable, and remains the property of the Department. Therefore, an agency must be established at a specific location.

The Contractor shall ensure that, for the duration of this agreement, it shall maintain a license for those program areas and services that are provided for in this Agreement. If the Contractor fails to comply with this section, MDHHS may terminate this Agreement for default.

The Contractor is licensed to provide service under this agreement under the following license number: CBxxx

2.5. Location of Facilities

The Contractor shall provide services described herein at the following location(s):

Xxx

Treatment foster care services shall be provided in MDHHS approved client, relative caregiver, and foster parent homes.

2.6. Program Focus and Name

Treatment Foster Care (TFC) is a family based service that provides individualized treatment for children and their families. TFC services are directed towards diverting children from placement in a residential setting or assisting a child after discharge from a residential setting. The treatment foster family is viewed as the primary focus of intervention with children in their care. It is a family setting that seeks to integrate with, rather than replace treatment services provided outside of the home. Treatment will be delivered through service interventions provided by treatment foster care program staff and external resources with the child, identified permanent placement (including parents when reunification is the permanency planning goal) and treatment foster parents.

The length of TFC will be variable and at all times be determined on an individual, case-by-case basis relative to each child's specialized needs and service plan. Discharge planning shall begin at the time of placement within the treatment foster home.

TFC shall not be used as a long-term placement option but should be an intervention, which serves to meet a child's specific treatment needs until he/she is able to step down to a lower level of placement as determined by the family's MDHHS service plan and the child's treatment plan.

The Contractor shall become a member of the national Foster Family-Based Treatment Association within 6-months of execution of this Agreement.

The Contractor shall participate in meetings in Lansing, Michigan with the Michigan Department of Health and Human Services to be held at least one time per year. MDHHS shall be responsible for working with the Contractor to set an agenda and schedule each meeting.

The Contractor shall provide MDHHS with copies of its program statements for the program covered under this Agreement. The program statement shall comply with the requirements of MDHHS DCWL standards specific to the license listed in Section 2.4 above and with all federal laws.

The Contractor shall inform MDHHS of any changes made to the program statement at any point during the term of this Agreement and provide copies of the new statement to MDHHS.

2.7. Provider Numbers

MiSACWIS Provider Number: xxx

Bridges Provider Number: xxx

2.8. Credentials

The Contractor shall assure that all staff performing functions under this Agreement, including contractor employees, volunteers and/or subcontractors, are appropriately screened, credentialed, and trained in accordance with licensing rule. Additional staff requirements are identified in Section 2.10 i. of this Agreement.

2.9. Compliance Requirements

Except in subsection (h), the Contractor shall comply with the following requirements:

- a. The Contractor shall comply with all applicable DHHS policy Children's Foster Care Manual (FOM) Guardianship (GDM), Confidentiality (SRM 131), Fingerprints (SRM 200), Interstate Compact (ICM), and Adoption (ADM) Manuals and MDHHS policy amendments (including interim policy bulletins) and all applicable provisions in the Implementation, Sustainability, and Exit Plan.
- b. Throughout the term of this Agreement, the Contractor shall ensure that it provides all applicable MDHHS policy and MDHHS policy amendments (including interim policy bulletins) and applicable Administrative Codes to social service staff. The Contractor shall ensure that social service staff complies with all applicable requirements.

MDHHS policies, amendments and policy bulletins, are published on the following internet link: <http://www.michigan.gov/mdhhs>. Administrative Codes are published at on the following internet link: http://michigan.gov/lara/0,4601,7-154-35738_5698-118524--,00.html

- c. The Contractor shall comply with the DHHS non-discrimination statement:

Michigan Department of Health and Human Services (MDHHS) will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identity or expression, sexual orientation, political beliefs, or disability.

The above statement applies to all licensed and unlicensed caregivers and families and/or relatives that could potentially provide care or are currently

providing care for DHHS supervised children, including DHHS supervised children assigned to a contracted agency.

- d. The Contractor shall provide services within the framework of Michigan's Child Welfare Practice Model, MiTEAM. The Contractor shall utilize the skills of engagement, assessment, teaming and mentoring in partnering and building relationships with families and children by exhibiting empathy, professionalism, genuineness and respect. Treatment planning shall be from the perspective of family/child centered practice.
- e. The contractor shall ensure all directives and services ordered by the court are completed to the satisfaction of the court within the timeframes ordered.
- f. The Contractor shall ensure worker participation in the department's federally-required Random Moment Time Study (RMTS) in order to determine the amount of time spent on various activities. Based on these results, MDHHS determines the amount of worker time that can be charged to various funding sources. Failure to ensure workers meet RMTS training requirements and provide timely and accurate RMTS survey responses may result in recoupment of funding or other corrective actions, as set forth in this Agreement.
- g. The Contractor shall assure the provision of all treatment services required based on an assessment of each child and parents' needs. Treatment services include, but are not limited to the provision of counseling/therapy for each child. The Contractor shall ensure the provision of all medical, dental and behavioral health services required based on an assessment of each child's needs. The Contractor may utilize Medicaid (or private insurance) reimbursable services to comply with this requirement. If a counseling or therapy service is not available or accessible for each child, the Contractor is responsible for the direct provision of the service.
- h. Under 1973 PA 116, as amended by 2015 PA 53, the Contractor has the sole discretion to decide whether to accept or not accept a referral from MDHHS. Nothing in this Agreement limits or expands the application of this Public Act.
- i. Compliance with DHHS Implementation, Sustainability, and Exit Plan

The Contractor shall ensure compliance with the applicable requirements of the Implementation, Sustainability, and Exit Plan
- j. Prudent Parent Expectations
The Contractor, within the constraints of the agency's agreement, shall incorporate normalcy activities into foster care programing. These activities

must comply with the reasonable and prudent parent standard to help children develop skills essential for positive development.

k. Additional Provisions

The Contractor shall comply with the provisions of:

- 1) Act Number 114 of the Public Acts of 1984, as amended, and known as the Interstate Compact on the placement of children;
- 2) Act Number 238 of the Public Acts of 1975, as amended, and known as the Child Protection Law;
- 3) Act Number 162 of the Public Acts of 1982, as amended, and known as the Nonprofit Corporation Act;
- 4) Act Number 204 of the Public Acts of 1994, as amended, and known as the Children's Ombudsman Act;
- 5) Act Number 116 of the Public Acts of 1973, as amended, and known as the Child Care Organization Act;
- 6) Chapter X of Act Number 288 of the Public Acts of 1939, as amended, and known as the Adoption Code;
- 7) Act Number 203 of the Public Acts of 1994, as amended, and known as the Foster Care and Adoption Services Act;
- 8) Public law 13-382, Section SS 1-54, title the Multiethnic Placement Act of 1994 (MEPA) as amended by Public law 104-188, Section 1808, the Small Business Job Protection act of 1996, known as the Interethnic Adoption Provision (IEAP).
- 9) The Indian Child Welfare Act (ICWA); Public Law 95-608 being 25 U.S.C. 1901 *et seq.*
- 10) 1976 Public Act 453, as amended, being M.C.L 37.2101 *et seq.*, Elliott-Larsen Civil Rights Act.
- 11) Fostering Connections to Success Act of 2008
- 12) Preventing Sex Trafficking and Strengthening Families Act, Federal PL 113-183
- 13) Social Security Act, 42 USC 671(a)(20)
- 14) Federal Bureau of Investigation (FBI), Criminal Justice Information Services (CJIS) Security Policy located on the following link: <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center>

l. Completion of Security Awareness Training (SAT)

The Contractor shall require each employee, subcontractor, subcontractor employee or volunteer who works directly with clients or who is authorized to have access to client fingerprint-based criminal history record information (CHRI) under this Agreement to successfully complete security awareness training (SAT) within six months of appointment to a position with (CHRI) access and every two years thereafter. Documentation of successful SAT completion is to be located in the personnel record.

Security awareness training is located through the Learning Management System or on the following link: www.michiganchildwelfaretraining.com

2.10. Services to be Provided

- a. The Contractor shall establish a TFC treatment team for each TFC child entering TFC placement and demonstrate active efforts to maintain the same treatment team as long as the child remains in TFC placement. At a minimum, the treatment team must consist of the following:
 - 1) A TFC case manager.
 - 2) A TFC supervisor.
 - 3) A TFC behavioral aide.
 - 4) A TFC parent(s).
 - 5) The child in placement.
 - 6) A birth parent(s) or other identified permanent caregiver for the child.
 - 7) A MDHHS or Placement Agency Foster Care (PAFC) staff, with family responsibility.
 - 8) A mental health worker (therapist).
 - 9) Other appropriate community members such as school personnel, the child's Lawyer Guardian Ad Litem (LGAL) and other advocates for the child/family.
- b. The Contractor shall ensure that the TFC treatment team (Section 2.10, a) meets at a minimum, twice during the first thirty calendar days of the child's placement in TFC. Thereafter, the Contractor shall ensure that the TFC treatment team meets at a minimum once every thirty calendar days. A pre-placement team meeting will occur whenever possible prior to placement.
- c. The Contractor shall ensure that TFC treatment team meetings are documented in the case record and shall include the following for each TFC meeting:
 - 1) Meeting date.
 - 2) The names and titles of each TFC team member in attendance.
 - 3) The child's progress on treatment goals, as identified in the Comprehensive Treatment Plan, which was completed prior to or at the time of the child's placement into the TFC program. The report of progress shall include but not be limited to identification of successes as well as barriers and plans for resolution.
 - 4) The TFC parent's compliance with the child's treatment plan and associated treatment interventions, including but not limited to identification of successes as well as barriers and plans for resolution.

- 5) The birth parents or permanent caregiver's compliance with the treatment plan and parenting time plan, including but not limited to, identification of successes as well as barriers and plans for resolution.
- 6) Update from the Behavioral Aides, or therapists on the success and challenges of implementing the treatment plan for the child.
- 7) Update from the Foster Care Case Manager on the success and challenges related to the child's progress in the TFC program.
- 8) Update from the clinician.
- 9) Input from others involved in the case.
- 10) Update of changes to treatment plan for the child, if appropriate.
- 11) Signature and date of all in attendance at the Treatment Team meeting, on a Treatment Team meeting document form created by the Contractor.

The Contractor shall ensure the youth placed in TFC is assessed for a CAFAS score within 30 days of placement, if a CAFAS was not administered in the 90 days prior to placement.

- d. The Contractor shall seek clinical services through CMH for children who have a Serious Emotional Disturbance (SED) or make therapeutic arrangements to ensure the provision of individual clinical therapy sessions, psychiatric and psychological services, as necessary to ensure that the child's mental health needs have been assessed and addressed. All mental health needs, including therapy/counseling, assessment, psychiatric and psychological services, medication reviews, etc. must be documented in each service plan and contained in the case record.

Note: The Contractor shall transfer children to the Community Mental Health (CMH) for mental health services once the CMH services are in place. The Contractor shall provide mental health services for a transition period until the CMH case is opened.

- e. The Contractor shall ensure that trauma informed treatment will be provided to all children in TFC.
- f. The Contractor shall request and/or access quarterly or ongoing therapy reports noting the child's identified goals and progress updates from the mental health therapist.
- g. The Contractor shall recruit, train, certify for licensure and provide supportive services to TFC parents and their families, to ensure that there are an adequate number of qualified and appropriately trained TFC families available to fulfill the terms of this contract.
- h. The Contractor shall document in the Initial Foster Home Adoption Evaluation and all subsequent foster family renewal and annual assessments, that the family is able to provide a supportive and nurturing

environment, including developmentally appropriate structure and supervision, as well as teaching and guidance necessary to foster the child's relationship building and skill development.

i. Staff Qualifications and Requirements:

The Contractor shall provide qualified, trained staff sufficient to adequately fulfill the terms specified in this Agreement and as well as those required in the R.400.12205 and R.400012206 of the Licensing Rules for Child Placing Agencies.

1) The TFC Supervisor shall:

- a) Possess a minimum of a Master's Degree in a human service field and a minimum of two years of experience in the placement/treatment of children and families. The TFC supervisor shall be qualified to provide clinical supervision to the TFC case manager.
- b) Have experience in providing supervision to staff that provide foster care services, must be knowledgeable of MDHHS foster care policies and procedures, family therapy theories and treatment philosophies, and local community resources.
- c) Be knowledgeable of MDHHS foster care policies and procedures, family therapy theories and treatment philosophies, as well as knowledgeable of local resources.
- d) Have supervisory responsibility for no more than five TFC case managers at any given time. A TFC supervisor with fewer than five (5) case managers may supervise case managers from other programs. The total hours of the mixed caseload for the TFC Supervisor shall not exceed 1.0 FTE.
- e) Provide weekly clinical supervision to the TFC case manager, which shall be documented in such a fashion that it is easily accessible for review.
- f) Have a flexible work schedule that allows for the provision of TFC support and supervision during non-typical business hours.
- g) Complete 30 hours of treatment foster care pre-service training using a curriculum that meets the requirement of the Foster Family-Based Treatment Association program standards that includes a section on providing trauma-informed care and that has been approved, in writing by the Office of Child Welfare

Policy and Programs – Protect MiFamily & Child Welfare Medical Unit, prior to assuming any supervision responsibilities.

- h) Complete a minimum of 24 hours of annual training that meets the requirement of the Foster Family-Based Treatment Association.
 - i) Complete 30 hours of treatment foster care pre-service training using a curriculum that meets the requirement of the Foster Family-Based Treatment Association program standards that includes a section on providing trauma-informed care and that has been approved, in writing by the Office of Child Welfare Policy and Programs – Protect MiFamily & Child Welfare Medical Unit prior to assuming any case management responsibilities.
- 2) The TFC Case Manager shall:
- a) Possess either a Master's Degree in a human services field or a Bachelor's Degree (B.A., B.S., or a B.S.W) in a human services field with two years' experience working with children and families in foster placement, with experience in assessment and development of services plans.
 - b) Have experience with children and families with multiple problems and overall ability to relate to and engage with children and families in resolution of these problems.
 - c) Have weekly contact with the TFC behavioral aide (or equivalent staff) when authorized to assist his/her understanding of the TFC child's treatment plan, and his/her role in achieving the child's goals of acquiring developmental and therapeutically appropriate daily living and social skills, and recreational and leisure activities.
 - d) Have a caseload of no more than eight TFC children at any given time. Note: A TFC case manager with less than a full TFC caseload may have additional responsibilities; the total hours of the mixed caseload for the TFC Case Manager shall not exceed 1.0 FTE.
 - e) Communicate not less than monthly with each child's mental health provider to monitor each TFC child's progress in treatment and to ensure coordination of services to the child.
 - f) Coordinate and collaborate with the educational system, having contact with the child's school at least monthly.
 - g) Review behavior logs completed by the TFC family on at least a monthly basis.

- h) Have a flexible work schedule that allows for the provision of TFC case work services during non-typical business hours.
- i) Complete 30 hours of treatment foster care pre-service training using a curriculum that meets the requirement of the Foster Family-Based Treatment Association program standards and that has been approved, in writing by the Office of Child Welfare Policy and Programs – Protect MiFamily & Child Welfare Medical Unit, prior to assuming any case management responsibilities.
- j) Complete a minimum of 24 hours of annual training that meets the requirement of the Foster Family-Based Treatment Association.
- k) Complete the Child Welfare Training Institute 8-week Foster Care Training or Foster Care Specific Transfer Training, if said training has not already been completed, prior to assuming any case management responsibilities.

- i. Registration Process:

The Contractor shall register all staff required to attend CWI training by completing and submitting the Training Registration form (DHS-954) to MDHHS' Office of Professional Development.

Completed registration forms shall include the start and end dates of the CWI and location as outlined in the CWI schedule. The form shall be submitted to MDHHS' Office of Professional Development at least 10 working days prior to training commencement. The Contractor can request this form from MDHHS' Office of Professional Development; or they may be obtained from the CWI Web Page at http://www.michigan.gov/DHS/0,1607,7-124-5455_7337---,00.html. Copies of the DHS-954 may be used.

Confirmations, with specific details on times and locations, shall be mailed to the Contractor by MDHHS at least seven days prior to commencement of training.

- 3) The TFC Behavioral Aide shall:
 - a) Possess a minimum of a high school degree, although an Associate's degree is preferred.

- b) Have the capacity to implement treatment plans, goals and behavioral interventions as established by the TFC treatment team.
 - c) Have a valid State of Michigan driver's license and have a reliable vehicle available to provide transportation as necessary.
 - d) Have no more than ten TFC children assigned at any given time. (1 FTE TFC behavioral aide: 10 children).
 - e) Have a flexible work schedule that allows for the provision of TFC behavioral support services during non-typical business hours.
 - f) Complete 30 hours of treatment foster care pre-service training using a curriculum that meets the requirement of the Foster Family-Based Treatment Association program standards that includes a section on providing trauma informed care and that has been approved, in writing by the Protect MiFamily & Child Welfare Medical Unit prior to assuming any case responsibilities.
 - g) Complete a minimum of 24 hours of annual training that meets the requirement of the Foster Family-Based Treatment Association.
- 4) TFC Parent Requirements

The Contractor shall ensure the following:

- a) TFC parent(s) are in compliance with Licensing Rules for Foster Family Homes and Foster Family Group Homes for Children.
- b) TFC parent(s) are licensed by the State of Michigan – Division of Child Welfare Licensing, prior to accepting a child for placement.
- c) At least one TFC parent shall be 25 years of age and neither partner in a couple can be younger than 21. A one parent TFC family may be utilized if the parent is at least 25 years of age, has appropriate community and family supports and meets all other requirements.
- d) TFC parent(s) shall have no more than four total children (birth, adoptive, foster care, relatives, guardian, etc.) in the home. No more than three shall be foster care children. No more than one shall be a TFC child. Note: The home may accept two TFC children if they are siblings. At the time a TFC child is placed, foster children residing in the home shall not require additional care of the foster parent beyond a Determination of Care (DOC) supplemental level I. Additionally, all children residing in the home shall be four years of age or older.

Exceptions must be requested in writing utilizing the Bed Capacity Request form by the Contractor to the MDHHS County Director and is approved in writing within three working days. The request and approval must occur prior to placement.

- 5) TFC parent(s) must do the following:
 - a) Participate in the TFC treatment team meetings.
 - b) Assist the child in maintaining contact with his/her family, as appropriate and specified in the court order and treatment plans.
 - c) The TFC foster parent must be willing to meet with the birth or permanent caregiver as detailed in Section I., subsection I.1. Birth Parent/Permanent Caregiver Contact.
 - d) Work with the referring agency (MDHHS or private Placement Agency Foster Care provider), to support the permanency goal for the child.
 - e) Accept and cooperate with the intense level of involvement and supervision from the TFC program staff, recognizing the impact that the frequent involvement may have on their family life.
 - f) Successfully complete 30 hours of treatment foster care pre-service training using a curriculum that meets the requirement of the Foster Family-Based Treatment Association program standards and that has been approved, in writing by the Office of Child Welfare Policy and Programs – Foster Care Program Office, prior to accepting a child for placement.
 - g) Work with the birth/planning family teaching intervention strategies and provide supportive parenting time (may be provided through a therapist).
 - h) Successfully complete all other required orientation and training requirements as established by the Licensing Rules for Foster Family Homes and Foster Family Group homes for Children.
 - i) Complete training that explains “What is Trauma-Informed Parenting” and provides information on a trauma-informed home environment.
 - j) Complete a minimum of 24 hours of annual training that meets the requirement of the Foster Family-Based Association.

- k) TFC parents will complete daily behavior logs or checklists for the child in their care.
- 6) The Contractor shall make available to the foster parent 36 hours of respite per month.
- a) Respite shall include both planned and crisis respite.
 - b) The TFC behavioral aide may be considered respite for the TFC foster family, as the TFC behavioral aide is expected to accompany the child to community outings and recreational activities for a specified block of time, without the TFC foster parent.
 - c) Respite providers must be approved by the TFC team and the providers must know what the child's treatment plan and goals are and be able to continue work on these goals while they are providing the respite services.
 - d) The Contractor shall develop a respite plan for each TFC child and the plan must be reviewed, documented and updated, as necessary, every quarter in the Updated Service Plan.
- 7) The Contractor shall develop formal and informal supports for the TFC parent(s), including the establishment of a TFC support group that meets at least one time per month. The Contractor shall maintain documentation that the TFC group was offered to all TFC foster care parents.
- 8) The Contractor will complete an annual evaluation of their TFC parents, as well as provide regular on-going feedback.
- j. Foster Care Service Standards – Contacts

In addition to providing the TFC services described above, the Contractor shall also provide foster care services to all children placed under this contract, as follows:

The Contractor shall ensure that TFC program staff provides consultation and/or supervision according to the following guidelines:

- 1) Child Contact
 - a) The TFC case manager must have face to face contact with the TFC child, a minimum of two times per month, with one of these contacts

occurring at the TFC family home. During the face to face contact, individual time must be spent with the TFC child, which allows:

- i. The TFC child to have a private conversation with the TFC case manager, where he/she is free to share special concerns.
 - ii. Allows the TFC case manager to directly assess the TFC child's current emotional/mental health, physical health, safety and general well-being.
 - iii. Allows the TFC case manager to directly assess the TFC child's progress based on the treatment plan.
- b) The TFC case manager or behavioral aide must work with the TFC child on at least a weekly basis, to implement the treatment goals established by the TFC treatment team, and to monitor the TFC child's progress on said treatment goals.
- 2) Birth Parent/Planning Family Contact

(Contact requirements when the TFC child's goal is reunification with the birthparent or placement with an identified planning family.)

- a) Note: It is the referring agency's responsibility to identify a planning family. Contact with the planning family may occur at any of the following locations but not limited to; team meetings, birth family visits, in the community, etc.
- b) The TFC foster parent must have face to face contact with the birth parent or planning family on at least a monthly basis. Every other month, these face to face contacts shall occur separate from the TFC treatment team meetings.

The purpose of this meeting is to allow the following:

- i. Discuss the specifics of the treatment plan and goals.
- ii. Assist the parent/planning family with the implementation of the treatment goals as identified in the case service plans to support the child's safe placement with the parent or planning family.
- iii. Assess the parents' or planning family functioning to assist the treatment team in determining the treatment goals for a safe placement of the child back with the parents or with the planning family.
- iv. Provide an opportunity for parenting time "coaching" to assist the birth parent or planning family in developing the knowledge base and skills necessary to have positive interactions with the child.

- c) The TFC case manager or therapist must meet with the birth parent or the permanent caregivers no less than one time per month. During these contacts the TFC case manager will review the child's progress in the TFC program, discuss interventions being used with the child and evaluate the birth parent or permanent caregiver's ability to implement the interventions, address the concerns of the birth parent or permanent caregiver related to their ability to accept the child into their home determine what services are needed to support the return of the child.
 - d) The TFC therapist must meet with the birth parent or planning family no less than one time per month, to ensure that they are aware of the interventions being used to achieve the treatment goals for the child. This contact shall include assisting the birth parents/permanent caregiver in developing the knowledge and skills necessary to appropriately implement the intervention.
- 3) Foster Parent Contact:
- a) The TFC case manager shall have face-to-face contact with the TFC parent, in the foster home, a minimum of two times per month.
 - b) The TFC case manager or behavioral aide shall have at least weekly phone contact with the TFC parent to provide regular support and assistance.
 - c) The TFC case manager or behavioral aide shall have twice weekly contact with the TFC parents, to ensure that they are aware of the interventions being used to achieve the treatment goals for the child. This contact shall include assisting the TFC parents in developing the knowledge and skills necessary to appropriately implement the intervention.
- 4) Sibling Contact:
- The Contractor shall assure that siblings have face-to-face visits no fewer than one time per month, unless compelling reasons to the contrary are documented in the ISP, USP, or PWSP.
- 5) Parenting Time:
- a) The Contractor shall assure that parenting time occurs not less than every seven days, unless the court has ordered a revised parenting time schedule for the family. The Contractor shall offer and provide transportation assistance and a flexible visitation schedule (outside of routine business hours) to facilitate parenting time.

- b) If the parents are substantially addressing barriers, parenting should be expanded to allow the opportunity to practice taught interventions.

k. Reporting

The Contractor shall complete all reports using MiSACWIS. The Contractor shall forward all Service Plans to the referring or monitoring MDHHS local worker within 5 days after the due date. For youth being serviced through the Adoption Subsidy Medical Contract, this section does not apply. Reporting should be consistent with the requirements in AAM 640.

- 1) The Contractor shall complete an Initial Service Plan within 30 calendar days after initial placement of the child (FOM-722)

The ISP shall include monitoring children who remain at home, whether or not they are court wards. This shall include the mandatory reporting of suspected neglect or abuse to Children's Protective Services. The plan shall summarize the service needs of these children and how these needs are being met as specified in MDHHS' FOM.

- 2) The Contractor shall complete the Updated Service Plan (USP) within one hundred and twenty (120) calendar days of the child(ren's) initial out-of-home placement and at least every ninety (90) calendar days thereafter (FOM-722).

- 3) The Contractor shall complete a Comprehensive Treatment Plan within 30 days and review and update the plan every 30 calendar days thereafter.

- 4) Contractor shall provide written notice to MDHHS' local office and to the parent, when appropriate, in advance of any placement change, except in cases where the foster parent requests emergency removal, in which case, the MDHHS local office shall be notified on the next working day. A conference to discuss the placement change shall be held upon request of MDHHS local office.

If it is necessary to move a child from one foster home placement to another, the Contractor shall prepare and submit an Action Summary (DHS-69) to MDHHS local office responsible for ongoing supervision or monitoring within 15 calendar days of the replacement. Preparation and submission of a replacement report does not alter the Updated Services Plan requirements above.

- 5) The Contractor shall complete the TFC Discharge Report (DHS-979) within 15 calendar days of discharge from the TFC program. The TFC Discharge Report shall be sent to the Office of Child Welfare Policy and Programs - Protect MiFamily & Child Welfare Medical Unit, Attention: Protect MiFamily & Child Welfare Medical Unit Manager.
- 6) Immediately of the Contractor being made aware of a child's absence from their approved placement (AWOLP – absent without legal permission) the Contractor shall notify MDHHS and document said notification in the case record.

The Contractor shall notify the court of jurisdiction and the parents, if appropriate, within 24 hours and document such notification in the case record.

The Contractor shall conduct a diligent search for the child within the first 48 hours of the child being placed on AWOLP status and document the efforts of the search in the case record.

The Contractor shall conduct a diligent search for the child each quarter (90 days) that the child remains AWOLP and document the efforts of the search in the Updated Service Plans. (FOM-722)

- 7) Within 30 days of a child leaving care, the Contractor shall prepare and submit to the MDHHS local office an Action Summary (DHS- 69) including a narrative termination summary and the reason for termination. (FOM-722)
- 8) When the Contractor has full family responsibility the Contractor shall prepare and submit to MDHHS' local office every 90 days a summary report of aftercare services provided to the child in her/his own or relative home as required by FOM 722.
- 9) The Contractor shall prepare and submit to MDHHS' local office an Updated Service Plan within 10 working days of permanent wardship as required by FOM 722.
- 10) The Contractor shall report any serious injury or illness of a child to the MDHHS local office and parent within 24 hours of the incident and confirm the information in writing within five working days. The incident report must include the time and date of the incident, the cause of the injury or illness, methods used to alleviate the injury/illness, and the actions taken to prevent future injury/illness if applicable.

The death of a child shall be reported immediately to the MDHHS local office, the parent or next of kin, and the Division of Child Welfare

Licensing. The Contractor shall confirm notification in writing to MDHHS local office and the Division of Child Welfare Licensing within five working days. (FOM-722)

- 11) The Contractor shall submit a written report covering the findings of a foster parent licensing non-compliance, involving an abuse/neglect complaint to MDHHS' local office referring worker within five working days of completion of the investigation.
- 12) The Contractor shall submit court reports to the MDHHS local office monitoring worker five working days prior to the date the report is due to the court.
- 13) The Contractor shall maintain client case files in accordance with the licensing rules for child placing agencies.
- 14) The Contractor shall provide 24-hour emergency back-up social services staff to the foster child(ren), foster parent(s)/kinship caregiver, and parent or guardians.

If the MDHHS local office does not comply with the responsibilities outlined in Section II of this Agreement, entitled MDHHS Responsibilities, the Contractor shall notify the MDHHS local office director. If the dispute is not resolved at the Local Office Director level within 60 days, the Contractor shall contact the local office director's chain of command within MDHHS.

I. Primary Family Responsibility

- 1) The Contractor shall assume primary family and placement responsibility in the following two situations:
 - a) The only child placed in out of home placement is the child who has been placed in the TFC program.
 - b) There are other siblings placed with the Contractor in either their foster care program (non-TFC), and the Contractor already has full family responsibility for the case.
- 2) If the only child in placement with the Contractor is the child placed in the TFC program, and there are other siblings in foster care placement with another contracted child placing agency under contract with MDHHS, the agency with the other siblings shall assume primary family and placement responsibility.

In cases where the Contractor does have primary family responsibility, the Contractor shall provide the following aftercare services:

- a) During the first month of a child's return home, the Contractor's social services worker shall make no fewer than one in-person contact with the parent(s) and child each week. These contacts shall occur within the family residence.
 - b) The period of weekly contacts may be extended up to ninety days as determined by MDHHS.
 - c) During the second month of the child's return home, and for all subsequent months, the social services worker shall make no fewer than one in person contact, twice monthly with the parent(s) and child. These contacts shall occur within the family residence.
 - d) Provide all needed services to a family unit for the purpose of reunification and/or permanency planning. Services shall include placement planning and preparation, service referrals for parents and children, the arrangement and facilitation of family visitations (including the provision of transportation as needed) as well as court responsibility.
 - e) Cooperate in matters relating to any legal or court activities concerning the child and family. The Contractor shall:
 - i. Notify treatment foster parents of scheduled court hearings.
 - ii. Attend all court hearings. Prepare for and provide court testimony, recommendations, and reports.
 - iii. Submit all court reports/materials for review and/or approval no later than five working days prior to the due date for submission to the court.
- 3) Primary family responsibility shall continue until the referring MDHHS' local office agrees to resume direct care responsibility or one of the following occurs:
- a) Wardship is dismissed on all children in the family.
 - b) Termination of parental rights of both parents either through involuntary termination (Act 220, P.A. 1935, as amended) or through voluntary release (MDHHS under Act 296, P.A. 1974, as amended). Although the Contractor's family responsibility ends, services to the ward(s) shall continue.

- c) Child is placed in residential and there are no other siblings who continue in foster care placement under the Contractor's supervision, or siblings who are wards residing with the parents/relatives. Family responsibility returns to the MDHHS local office.
- d) MDHHS approves, in writing, the transfer of family responsibility to another child placing agency.
- e) Child reaches age 19 and there are no other siblings under the supervision of the Contractor who are in a foster care placement, or as wards residing with the parents/relatives.
- f) Child dies and there are no other siblings who continue in foster care placement, or as wards residing with the parents/relatives. The Contractor shall continue to provide and document aftercare services to the child and family until one of the following occurs:
 - i. In cases where the Contractor does not have primary family responsibility, the Contractor is responsible for the individual TFC child's case management and must provide updated service plans to the Child placing Agency that has primary family responsibility, for inclusion in their service plans.
 - ii. Special circumstances requiring deviation from this Agreement may be negotiated between the local office and the Contractor, on a case by case basis, using the Individual Service Agreement (DHS-3600), with the approval of the Purchased Services Division. The purpose of the DHS-3600 is to acknowledge that the Contractor has accepted service responsibility. The DHS-3600 shall not be used to permanently modify this Agreement.

m. Discipline

The Contractor shall have a written behavior management policy that identifies appropriate and specific methods of behavior management for foster children, in compliance with Child Placing Agency Rule 400.12406. The Contractor shall include behavior management as a component of regular foster parent training, in compliance with Child Placing Agency Rule R 400.12312(3).

n. Emergency Protocol

The Contractor must have a crisis intervention protocol which incorporates the following and the Contractor shall be compliance with its protocol at all times:

- 1) Twenty-four/seven access to Contractor staff/personnel for parents, relatives, foster parents or guardians.
- 2) Evening and weekend phone “call back time” of 30 minutes or less.
- 3) Requirement for Contractor staff to make face-to-face contact immediately upon receiving an emergency call from the birth parents, relatives, planning family or treatment foster parents, if an emergency call is related to the safety and well-being of a foster child, including potential placement disruption.
- 4) A requirement for a social service worker to make emergency home calls in situations including, but not limited to, psychiatric hospitalizations and serious injuries, et al. Such emergency calls are not included in the number of required home calls the Contractor must provide for specialized foster care.

o. Wardrobe

The Contractor shall assure that each child has an adequate wardrobe while in placement as well as at the time of discharge, as defined by the Clothing Inventory Checklist (DHS-3377). When a child is absent, the Contractor shall have a process in place to keep the child's wardrobe and possessions safe until claimed by the child or MDHHS. If the possessions are not claimed within 90 days, the Contractor shall return the possessions to MDHHS at MDHHS local office discretion.

p. Medical and Dental Care

The Contractor shall maintain a Medical Passport (DHS-221) for each child according to the guidelines set forth in FOM-722. In addition to emergency medical care, the Contractor shall assure that each child receives routine medical and dental care according to the following guidelines (for youth being served through the Adoption Subsidy Medical Contract, legal parents remain responsible for all medical and dental care):

- 1) Has a physical examination within 30 calendar days of initial placement.
- 2) Has a physical examination every 14 months after the initial 30 day physical examination.
- 3) Have current immunizations.
- 4) Has a dental examination within 90 calendar days of initial placement for children 3 years of age and older, unless the child has had one in the 12 months preceding placement.

- 5) Has a dental examination annually after the initial 90 day dental examination.

The Contractor shall forward the above-mentioned medical and dental examination reports to the MDHHS local office monitoring worker with five working days of completion. The Contractor shall document all medical information on the Medical Passport and forward the update Medical Passport to the MDHHS local office monitoring worker no less than every six months.

q. Education

The Contractor shall assure that a child of school age is enrolled into a school program no later than five school days after placement into foster care. Prior education assessments must be requested within 30 days of foster care placement and be considered in assessing the current educational needs of the child. Documentation of diligence in requesting records must be included in the case file.

The Contractor shall coordinate with the last school of record and the new school to ensure the child does not lose any academic credits.

The Contractor shall have monthly contact with the school and document the dates and content of those contacts in the service plans.

r. Transportation

The Contractor shall assure the provision of transportation for parenting time, participation in training sessions and support groups, as well as other routine transportation which parents would normally provide for their own child (e.g., medical and dental appointments, school conferences, school activities, extracurricular activities and sports). This includes transportation to assist the parent in participation of court ordered activities. This includes transportation between counties if the TFC home is in a county other than the referring county.

s. Adoption and Foster Care Analysis Reporting System Requirements

The Contractor shall enter all child and family information into the Michigan Statewide Automated Child Welfare System (MiSACWIS) to enable MDHHS to comply with Federal Adoption and Foster Care Analysis and Reporting System (AFCARS) reporting requirements. Failure to comply with this reporting requirement shall result in a penalty for the Contractor as specified in Section 3.1 f. of this Agreement.

2.11. Expected Program Performance Outcomes

During the contract period, the Contractor shall achieve the outcomes listed below.

- a. No child will be a victim of substantiated abuse or neglect during TFC placement. (Safety)
- b. No child will be a victim of substantiated abuse or neglect within six months after discharge from TFC. (Safety)
- c. One hundred percent of planning families will be actively involved in treatment planning within 30 days of entry into the program. (Permanency).
- d. Ninety percent of children in TFC will maintain placement in one treatment home for the duration of their TFC program placement. (Permanency)
- e. Eighty five percent of children in TFC will not need placement in a more restrictive setting (i.e. hospitalization, residential, youth facility) while receiving services in TFC. (Permanency)
- f. Ninety five percent of children in TFC will improve in educational goals as outlined in the child's treatment plan (Well-Being)
- g. Seventy five percent of children in TFC will improve mental health functioning as demonstrated by an improved/ reduced CAFAS score by 20 points or more, within 9 months of entry into program. (Well-Being)
- h. Eighty percent of children in TFC will be returned to a less restrictive setting (own home, relative, guardian, adoptive home, foster home, unrelated caregiver) within 12 months of entry. (Permanency)
- i. Ninety percent of children in TFC will be discharged to a less restrictive setting (own home, relative, guardian, adoptive home, foster home, unrelated caregiver) within nine months of entry. (Permanency)
- j. Eighty five percent of children in TFC discharged to a less restrictive setting will maintain the same less restrictive placement for at least one year after discharge (Permanency).

2.12. Audit Requirements

Contractor/Vendor Relationship

This Agreement constitutes a contractor/vendor relationship with MDHHS. The Contractor must immediately report to the MDHHS Bureau of Audit any audit

findings of a Going Concern or accounting irregularities, including noncompliance with provisions of this Agreement.

2.13. Financial Audit Requirements

a. Required Audit or Notification Letter

Contractors must submit to the Department either a Single Audit, Financial Statement Audit, or Audit Status Notification Letter as described below. If submitting a Single Audit or Financial Statement Audit, Contractors must also submit a Corrective Action Plan for any audit findings that impact MDHHS-funded programs, and management letter (if issued) with a response.

1) Single Audit

Contractors that are a non-profit organization and that expend \$750,000 or more in federal awards during the Contractor's fiscal year, must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F.

2) Financial Statement Audit

Contractors exempt from the Single Audit requirements with fiscal years that receive \$500,000 or more in **total funding** from the Department in State and Federal grant funding must submit to the Department a Financial Statement Audit prepared in accordance with generally accepted auditing standards (GAAS).

3) Audit Status Notification Letter

Contractors exempt from the Single Audit and Financial Statement Audit requirements (1 and 2 above) must submit an Audit Status Notification Letter that certifies these exemptions. The template Audit Status Notification Letter and further instructions are available at <http://www.michigan.gov/mdhhs> by selecting Inside MDHHS menu, then MDHHS Audit, then Audit Reporting.

b. Due Date and Where to Send

The required audit and any other required submissions (i.e. Corrective Action Plan and management letter with a response), or Audit Status Notification Letter must be submitted to the Department within nine months after the end of the Contractor's fiscal year by e-mail to the Department at MDHHS-AuditReports@michigan.gov. The required submissions must be in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

c. Penalty

Failure to meet reporting responsibilities as identified in this agreement may result in delay or withholding of future payments.

d. Other Audits

The Department or federal agencies may also conduct or arrange for “agreed upon procedures” or additional audits to meet their needs.

2.14. Cost Reporting

The Contractor shall submit annual financial cost reports based on the state’s fiscal year which begins October 1 and ends September 30 in the following calendar year. The reports shall contain the actual costs incurred by providers in delivering services required in this agreement to MDHHS clients for the reporting period. Costs for non-MDHHS children are not to be included. Reports will be submitted using a template provided by MDHHS. The financial reports shall be submitted annually, and will be due November 30 of each fiscal year. The Contractor must comply with all other program and fiscal reporting procedures as are or may hereinafter be established by MDHHS. Reports shall be submitted electronically to MDHHS-Foster-Care-Audits@michigan.gov with the subject line: TFC Actual Cost Report. Failure to meet reporting responsibilities as identified in this agreement may result in delay or withholding of future payments.

2.15. Service Documentation

The Contractor agrees to maintain program records required by MDHHS, program statistical records required by MDHHS, and to produce program narrative and statistical data at times prescribed by, and on forms furnished by, MDHHS.

2.16. Private Agency MiSACWIS

The Contractor shall ensure that private agency payment staff has access to the Michigan Statewide Automated Child Welfare Information System (MiSACWIS) through a web-based interface, henceforth referred to as the “MiSACWIS application.” Requirements for MiSACWIS for CPA contracts may be found at http://www.michigan.gov/mdhhs/0,5885,7-339-71551_7199---,00.html

For all agency assigned cases in MiSACWIS, the Contractor shall enter all case management activities, including payments and all required documentation per policy in MiSACWIS.

2.17. Billing

The Contractor shall submit through the MiSACWIS system the bi-weekly roster for any child in the Contractors care per the instructions within the MiSACWIS system. The billing shall indicate the units of service provided by the Contractor and shall be submitted to MDHHS within 30 days from the end of the billing period.

No original request for payment submitted by the Contractor more than three years after the close of the two week billing period during which services were provided shall be honored for payment.

When the Contractor's financial records reveal that a payment for a child has not been provided by MDHHS within 90 days of their acceptance of the child for case management services, the Contractor will contact the MDHHS County Director in writing seeking payment resolution. The Contractor shall apprise MDHHS of any concerns over a payment amount that cannot be reconciled at the staff level within 90 days.

2.18. Fees and Other Sources of Funding

The Contractor guarantees that any claims made to MDHHS under this Agreement shall not be financed by any source other than MDHHS under the terms of this Agreement. If funding is received through any other source, the Contractor agrees to deduct from the amount billed to MDHHS the greater of either the fee amounts, or the actual costs of the services provided.

The Contractor may not accept reimbursement from a client unless the Agreement specifically authorizes such reimbursement in the "Contractor Responsibility" Section. In such case, a detailed fee scale and criteria for charging the fee must be included. If the Contractor accepts reimbursement from a client in accordance with the terms of the Agreement, the Contractor shall deduct these fees from billings to MDHHS.

Other third party funding sources, e.g., insurance companies, may be billed for contracted client services. Third party reimbursement shall be considered payment in full unless the third party fund source requires a co-pay, in which case MDHHS may be billed for the amount of the co-pay. No supplemental billing is allowed.

2.19. Recoupment of Funding and Repayment of Debts

a. Recoupment of Funding

If the Contractor fails to comply with requirements as set forth in this Agreement, or fails to submit a revised payment request within allotted time frames established by MDHHS in consultation with the Contractor, MDHHS may, at its discretion, recoup or require the Contractor to reimburse payments made under this Agreement which MDHHS has determined that the Contractor has been overpaid. The Contractor is liable for any cost incurred by MDHHS in the recoupment of any funding.

Upon notification by MDHHS that repayment is required, the Contractor shall make payment directly to MDHHS within 30 days or MDHHS may withhold

current or future payments made under this or any other agreements, current or future, between MDHHS and the Contractor.

If the Contractor fails to: (1) correct noncompliance activities identified by MDHHS, (2) submit revised billings as requested as part of a Corrective Action Plan when required; or (3) remit overpayments or make arrangements to have the overpayments deducted from future payments within 30 days, such failure shall constitute grounds to terminate immediately any or all of MDHHS' agreements with the Contractor. MDHHS shall also report noncompliance of the Contractor to Michigan's Department of Technology, Management and Budget. Such report may result in the Contractor's debarment from further contracts with the state of Michigan.

b. **Repayment of Debts and Other Amounts due MDHHS**

By entering into this Agreement, the Contractor agrees to honor all prior repayment agreements established by MDHHS with the Contractor or Contractor's predecessors. If the Contractor has an outstanding debt due to MDHHS but does not have a repayment agreement, the Contractor agrees to make monthly payments to MDHHS at an amount not less than 5% of any outstanding balance and to begin on the date this Agreement is executed.

If the Contractor fails to honor prior repayment agreements, or the Contractor fails to begin repayment on an obligation due MDHHS that is not subject to a repayment agreement, MDHHS will initiate the administrative process to reduce payments to the Contractor under this Agreement to recoup the debt. The payment reduction will be made at the amount originally established in the repayment agreement or at an amount not less than 5% of any outstanding balance effective on the date this Agreement is executed.

2.20 Child Protection Law Reporting Requirements

a. **Child Protection Law:**

- 1) The Contractor shall ensure that all employees who have reasonable cause to suspect child abuse or neglect shall report any suspected abuse or neglect of a child in care to MDHHS for investigation as required by Public Acts of 1975, Act Number 238.
- 2) Failure of the Contractor or its employees to report suspected abuse or neglect of a child to MDHHS shall result in an immediate investigation to determine the appropriate corrective action up to and including termination of the contract.

b. **Caseload Tracking:**

The Contractor shall report caseload ratios on a quarterly basis to MDHHS showing compliance as required in the Implementation, Sustainability, and Exit Plan for foster care supervisors and foster care case workers and in a format as determined by MDHHS.

c. Standard Reporting Requirements

The Contractor shall submit a monthly report, in a format provided by MDHHS. The monthly report is due within 30 days following the reporting period. The reports are to be sent to the Office of Child Welfare Policy and Programs: Education and Youth Unit, Attention: EYU Manager for approval to KaleyJ@Michigan.gov.

2.21 The Division of Child Welfare Licensing (DCWL)

DCWL shall be responsible for review of the Contractor's compliance with the Agreement and any court orders, via an Annual Compliance Review (ACR) and Special Investigations. DCWL may review, analyze and comment on all activities covered within the terms of the Agreement or court order. If the ACR or Special Investigation reveals that the Contractor has not complied with the requirements of this Agreement or court order, the following procedures shall be implemented:

- a. DCWL shall notify the Contractor of the Agreement or court noncompliance. This notification shall occur verbally during an exit conference, and be followed with a written report of the findings. The Contractor may request a meeting to discuss and examine the identified Agreement or court noncompliance.
- b. Following the identification of the Agreement or court noncompliance, DCWL will request the Contractor submit a Corrective Action Plans (CAP) to DCWL within 15 days of receiving the written report of findings.
- c. After the Contractor's CAP has been reviewed and approved by DCWL, the Contractor's compliance with the CAP shall be reviewed in accordance with time frames established by DCWL in the written notification of acceptance of the CAP.
- d. Based on the severity or repeated nature of cited violations, a recommendation may be made by DCWL at any time to place a moratorium on new placements with the contractor or to cancel the contract. If either recommendation is made, a meeting will be convened with the director of the contracted agency, the division director of DCWL and the CSA director or designee to provide the contractor with the opportunity to provide documented information on why the moratorium or cancellation of the contract should not occur.
- e. If a moratorium on new placements is put into place, it shall be for a minimum of 90 days to allow the contractor to remedy cited violations and comply with any agreed on CAP. If the cited violations are not corrected during the period of the moratorium or additional serious violations are cited, consideration shall be given to cancellation of the agency's contract. Final decisions regarding the cancellation of a contract shall be made by the CSA director.

2.22 Corrective Action Requirements

If a program review by MDHHS reveals a lack of compliance with the requirements of this Agreement, the Contractor shall:

- a. Meet with MDHHS to discuss the noncompliance.
- b. Prepare a corrective action plan within 30 days of receiving MDHHS' written findings.
- c. Achieve compliance within 60 days of receipt of MDHHS' approval of the corrective action plan (unless other time frames are agreed to in writing by MDHHS) or MDHHS may terminate this Agreement, subject to the standard contract terms.

2.23 Criminal Background Check

As a condition of this Agreement, the Contractor certifies that the Contractor shall, prior to any individual performing work under this Agreement, conduct or cause to be conducted for each new employee, employee, subcontractor, subcontractor employee or volunteer who works directly with:

- a. Clients under this Agreement, or who has access to client information, an Internet Criminal History Access Tool (ICHAT) check and a National and State Sex Offender Registry check.

Information about ICHAT can be found at <http://apps.michigan.gov/ichat>.

The Michigan Public Sex Offender Registry web address is <http://www.mipsor.state.mi.us>.

The National Sex Offender Public Website address is <http://www.nsopw.gov>.

- b. Children under this Agreement, a Central Registry (CR) check.

Information about CR can be found at http://www.mi.gov/MDHHS/0,1607,7-124-5452_7119_48330-180331--,00.html.

The Contractor shall require each employee, subcontractor, subcontractor employee or volunteer who works directly with clients or who has access to client information, under this Agreement to timely notify the Contractor in writing of criminal convictions (felony or misdemeanor) and/or pending felony charges or placement on the Central Registry as a perpetrator.

Additionally, the Contractor shall require each new employee, employee, subcontractor, subcontractor employee or volunteer who works directly

with clients under this Agreement or who has access to client information and who has not resided or lived in Michigan for each of the previous ten (10) years to sign a waiver attesting to the fact that they have never been convicted of a felony or identified as a perpetrator, or if they have, the nature and recency of the felony.

The Contractor further certifies that the Contractor shall not submit claims for or assign to duties under this Agreement, any employee, subcontractor, subcontractor employee, or volunteer based on a determination by the Contractor that the results of a positive ICHAT and/or a CR response or reported criminal felony conviction or perpetrator identification make the individual ineligible to provide the services.

The Contractor must have a written policy describing the criteria on which its determinations shall be made and must document the basis for each determination. The Contractor may consider the recency and type of crime when making a determination. Failure to comply with this provision may be cause for immediate cancellation of this Agreement. In addition, the Contractor must further have a written policy regarding acceptable screening practices of new staff members and volunteers who have direct access to clients and/or client's personal information, which serve to protect the organization and its clients that is clearly defined. The Contractor must also assure that any subcontractors have both of these written policies.

If MDHHS determines that an individual provided services under this Agreement for any period prior to completion of the required checks as described above, MDHHS may require repayment of that individual's salary, fringe benefits, and all related costs of employment for the period that the required checks had not been completed.

3. MDHHS RESPONSIBILITIES

3.1. Payments

MDHHS shall open and process payment within 30 days of placement, with payment authorization effective the date of the child's placement with the Contractor.

- a. The entire rate paid to the Contractor for board and care, clothing and allowance shall be paid by the Contractor to the foster families providing the family foster care. The contractor shall pay the TFC parents \$75.00 per day for a TFC child.

- b. The Contractor's administrative rate(s) for services provided under this Agreement shall be:

Service Code	xx
Per Diem Rate	xx
Effective Date	xx
Bridges Provider Number	xx
MiSACWIS Provider Number	xx

- c. Payment for additional services costs not included in the per diem rate may be authorized in accordance with MDHHS' FOM Manual or AAM 640 Manual.
- d. The Contractor shall receive an incentive payment of \$300 following the first Treatment Foster Care placement into a licensed foster home that has completed all the required Treatment Foster Care training. This payment may only be received one time per home. Licensed foster homes that previously had a Treatment Foster Care placement are not eligible.
- e. Upon placement, MDHHS shall assure that the child(ren) has adequate clothing as defined by the Clothing Inventory Checklist (DHS-3377) or shall reimburse the Contractor up to the approved limit allowed for clothing. This section does not apply to children under the Adoption Subsidy Medical Contract.
- f. Inability of MDHHS to comply with the Federal reporting requirements of AFCARS due to failure of the Contractor to fulfill AFCARS related reporting requirements shall result in a three percent reduction in the Contractor's administrative rate for the six month period subsequent to the due date of the AFCARS report to the Federal government.
- g. For all Contractor staff hired on or after May 1, 1998 attending required CWI training, MDHHS shall reimburse the Contractor at the Contractor's normal rate of reimbursement or State rates, whichever is less for staff trainee expenditures incurred as part of CWI attendance. Travel reimbursement shall be limited to lodging, meals, mileage and parking with the following conditions:
- 1) For each trainee who attends the training session who must travel 75 miles or more to a training site closest to the Contractor's location, MDHHS shall reimburse the Contractor up to five nights lodging per week if lodging expense is incurred.
 - 2) For each mile of travel to a CWI training session closest to the Contractor's site, MDHHS shall reimburse the Contractor for mileage to and from the training and the trainee's assigned work location or home, whichever is closer. The applicable State rate for mileage shall be the lesser of the Contractor's prevailing rate or the State's standard rate.

- 3) The trainee is eligible for breakfast reimbursement only on the morning following a MDHHS reimbursed overnight stay. Dinner reimbursement is limited to meals eaten on the evening of a MDHHS reimbursed overnight stay if travel was initiated prior to 6:00 p.m. or on a prior day. To qualify for lunch reimbursement, the trainee must attend training in a county other than that of the trainee's worksite.
 - 4) Parking shall be reimbursed at actual cost, documented with a receipt.
 - 5) MDHHS shall not reimburse travel costs for Contractor staff who attend more than one session (i.e., are required to repeat attendance due to absence or failure to successfully complete a session) without prior approval from MDHHS Purchased Services Division.
- h. The rates established above shall be in effect unless adjusted by amendment to this agreement with approval by both parties. Rate adjustment must be supported by the legislation approved by the Governor requiring adjustment to foster care administrative rates or supported by changes in service delivery requirements approved by amendment to this Agreement in accordance with legal requirements.

3.2. Performance Evaluation and Monitoring

- a. MDHHS shall be responsible for program review and may review, analyze and comment on all activities covered within the terms of this Agreement. If program review by MDHHS reveals lack of compliance with the requirements of this Agreement, the following procedure shall be implemented:
 - 1) MDHHS' Protect MiFamily & Child Welfare Medical Unit shall meet with the Contractor to discuss and examine stated problems.
 - 2) MDHHS' Protect MiFamily & Child Welfare Medical Unit shall request the Contractor to submit a corrective action plan to MDHHS within 30 calendar days of MDHHS' final written report.
 - 3) After the Contractor's plan of action has been reviewed and approved by MDHHS, the Contractor's compliance shall be reviewed within time frames determined to be appropriate by the Protect MiFamily & Child Welfare Medical.
- b. MDHHS shall be responsible for data collection, analysis and reporting for the Program Performance Objectives as specified in this Agreement.

MDHHS shall furnish to the Contractor data for verification of accuracy prior to analysis and reporting. MDHHS shall allow the Contractor 30 calendar days for review and verification in writing of the accuracy of the data. Furthermore no negative action shall be

taken against an individual contract agency prior to the development and the distribution of performance objective data to all child placing agency Contractors throughout the state.

4. INSERT STANDARD CONTRACT TERMS