

**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: ILPxxx  
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	Independent Living Plus		
GEOGRAPHIC AREA	Statewide		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
xxx	October 2016	xxx	2
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: ILPxxx

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

Youth ages 16 through 19 for whom the family court has issued an order due to abuse or neglect which makes MDHHS responsible for the youth's placement, care, support and supervision for a successful transition into adulthood.

AND

Youth whose service plans demonstrate a need for increased supervision.

b. Continuing Eligibility Criteria

Every 90 days, the youth shall be evaluated using the applicable Ansell-Casey Life Skills Assessment (ACLSA) to determine continued eligibility/suitability for placement. If the youth lacks sufficient progress to transition into general IL, they will be considered eligible to remain in the ILP program.

If the projected length of stay exceeds twelve months, the Contractor shall submit the ILP Extension Request form (DHS-786), at least 45 days prior to the twelve month expiration date. The form shall be submitted to the Office of Child Welfare Policy and Programs: Education and Youth Unit, Attention Youth In Transition Analyst.

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 7 calendar days 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

Referrals for ILP will be made by the Department. The Contractor must accept or decline the referral within 7 calendar day's receipt of the referral. If a need for placement is imminent, the Department may make referrals for placement concurrently to other contracted providers.

The Contractor shall be provided with the Initial Service Plan and most current Updated Service Plan (USP), and all other documentation available and necessary to assess the youth's needs at the time of referral.

The Contractor shall interview the youth prior to accepting the case to discuss expectations of participation in the program and to determine the youth's willingness to commit to the program.

At the time of case acceptance, the Contractor becomes responsible for the primary case management.

Upon placement, MDHHS shall provide the Contractor at minimum, with a court order, a Medical Authorization Card (DHS-3762), and the Individual Service Agreement (DHS-3600).

## 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 Dwayne B. v. Snyder, et al., 2:06-cv-13548, herein referred to as the Implementation, Sustainability, and Exit Plan (ISEP).

The Contractor shall make available to MDHHS copies of any outside reviews, non-redacted FOIA requests, or audits relating to the contracted program.

2.3. Geographic Area

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

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, a child placing 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

Independent Living Plus services shall be provided in host home or staff supported homes.

2.6. Program Focus and Name

Independent Living Plus (ILP) is a limited intervention to meet the youth's specific ILP needs and goals until he/she is able to step down to the less restrictive environment foster care offers. ILP is a program that provides staff supported housing and services for youth ages 16 through 19 who, because of their individual needs and assessment, are not initially appropriate for general

Independent Living (IL) foster care. These youth may have a demonstrated history of unsuccessful foster care placements. This program is also designed as a post-placement resource for youth in which all of the following apply:

- Youth leaving residential foster care who cannot return home.
- Youth who cannot be placed into a family foster home.
- Youth for whom adoption is not planned.
- Youth who have demonstrated a capacity for and willingness to learn independent living skills in a supervised, structured ILP program prior to transitioning into an IL foster care placement.

ILP shall not be used as a long-term placement option but should be a transitional temporary intervention. ILP serves to meet the youth's specific independent living needs and goals until he/she is able to step down to IL foster care. The duration of ILP program will vary as determined by the youth's assessment of needs and strengths. The ILP program shall not last longer than twelve months of initial intake without an approved exception from MDHHS Program Office, and shall not surpass the youth's 20<sup>th</sup> birthday.

The Contractor will continue to provide the youth with foster care case management after the youth transitions to an IL foster care setting or collaborate with other agencies to provide general IL foster care case management.

a. Placement Criteria:

- 1) All youth shall be placed within their own county or within a 75 mile radius of the home from which the youth entered custody. If the youth's needs are so exceptional that they cannot be met within the county or 75 mile radius, MDHHS must approve the selection prior to placement as required in the FOM.

2) Staff Supported Housing Requirements:

- a) The Contractor shall negotiate monthly rent with the youth. This amount may not exceed 35% of the youth's IL stipend.
- b) Provide staff supported housing which may include, but is not limited to:
  - i. A campus-style complex
  - ii. An apartment complex
  - iii. A group home setting
- c) Staff supported housing must include:
  - i. Staff on site for a minimum of 16 hours per day from 3:00 p.m.-7:00 a.m. during scheduled school days.

- ii. Staff on site for a minimum of 16 hours per day during non-school days (i.e. holidays, summer break, and weekends). These hours are not restricted to 3:00 pm-7:00 am. The Contractor must submit a modified schedule to the MDHHS Program Office for approval of non-school days.
- iii. A minimum of one on-duty direct child care contact staff for every 10 youth in placement.
- iv. Contractor provided furnishings for the home which may be new or used but must be in good working condition and must include but are not limited to the following:
  - A stove, microwave and refrigerator
  - Kitchen furnishings (pots, pans, cooking and eating utensils)
  - A dining table and chairs
  - A telephone (landline or cellular)
  - Living room furniture
- v. Each youth will have a separate bedroom which must include, but is not limited to, in good condition:
  - A bed with bed linens and pillow
  - Desk or table with a chair
  - Bookshelf
  - Dresser

### 3) Host Home Requirements:

- a) Host Homes may be used when a staff based housing option is unavailable.
- b) Expectations of the Host Home placement shall be discussed and agreed upon in a transition meeting with the Contractor and Host Home if the Host Home will be a change of placement for the youth. The following topics must be included in the agreement:
  - i. Physical description of space: The Host Home shall provide furnishings for the home which may be new or used but must be in good working condition and must include, but are not limited to:
    - A stove, microwave and refrigerator
    - Kitchen furnishings (pots, pans, cooking and eating utensils)
    - A dining table and chairs
    - A telephone (landline or cellular)
    - Living room furniture
  - ii. Each youth will have a separate bedroom which must include, but is not limited to, in good condition:
    - A bed with bed linens and pillow

- Desk or table with a chair
  - Bookshelf
  - Dresser
- iii. Non- discrimination against the youth based on race, religion, national origin, gender, disability, or sexual orientation.
  - iv. Expectations, roles, and responsibilities of both the youth and Host Home adult. This includes:
    - Frequency of services and provider visits/meetings
    - ACLSA completion as necessary
    - Per diem and payments, if applicable
    - Approval from the Contractor in the event that a Host Home adult is unavailable and alternate care is required
- c) Host Homes shall undergo Children Protective Services and background checks and meet the placement standards outlined in FOM 721.
  - d) Host Home adults shall be at least 21 years of age.
  - e) Host Home adults shall provide an atmosphere where ILP learning can take place that includes, but is not limited to:
    - i. Displaying positive role modeling behaviors
    - ii. Utilizing teachable moments that provide the youth opportunities to engage in healthy risk taking, fostering both positive and negative consequences
    - iii. Establishing progressive and appropriate expectations based on needs and age of the youth.
  - f) Host Home adults must reside in the home.
  - g) Host Home adults shall be accessible by phone during the hours of 3:00 p.m. through 6:00 p.m.
  - h) Host Home adults shall be in the home during the hours of 6:00 p.m. through 7:00 a.m. during scheduled school days.
  - i) Host Home adults shall be accessible by phone during flexible hours during non-school days (i.e. holidays, summer break, and weekends). The Contractor must submit a modified schedule to the MDHHS Program Office for approval for non-school days.
  - j) There shall be no more than four youth living in a Host Home at a time.
- 4) Approval from the Contractor in the event that a Host Home adult is unavailable and alternate care is required.

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.

a. Staff Training and Qualifications

1) The Contractor shall ensure that staff have successfully completed the Child Welfare Training Institute (CWTI) Pre-Service Institute (PSI) training and shall attend and complete CWTI Foster Care Private Agency Program Specific Transfer Training (PSTT) within six months of assuming the foster care position, if they have not completed it since January 2012.

2) Completion of Security Awareness Training

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 internet link:  
<http://www.michiganchildwelfaretraining.com/>

3) All staff required to attend CWTI training shall apply for an OmniTrack Plus (formerly JJOLT) secure user ID and password at <http://www.michiganchildwelfaretraining.com/> .

4) The Contractor shall maintain training documentation to verify successful completion of all required training.

5) The ILP Coach:

a) Must possess a minimum of an Associate's degree or minimum of 60 semester hours or 95 quarter hours in a related field of study.

- b) Must have a valid State of Michigan driver's license and a reliable vehicle available.
- c) May not have more than 10 ILP children assigned at any given time.
- d) Must maintain a flexible work schedule that allows for the provision of ILP support services during non-typical business hours.
- e) Must complete a weekly ILP log documenting actions and tasks related to a specific goal or outcome along with hours spent with each child.

## 2.9. Compliance Requirements

Except in subsection (g) the Contractor shall comply with the following requirements.

- a. The Contractor shall comply with all applicable licensing rules, MDHHS policy Children's Foster Care Manual (FOM) and MDHHS policy amendments including fingerprint-based criminal history policy and interim policy bulletins.
- 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/dhs>. Administrative Codes are published at on the following internet link: [http://michigan.gov/lara/0,4601,7-154-35738\\_5698-118524--,00.html](http://michigan.gov/lara/0,4601,7-154-35738_5698-118524--,00.html)

- c. The Contractor shall comply with the MDHHS 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 MDHHS supervised children, including MDHHS 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 trust based relationships with families and children by exhibiting empathy, professionalism, genuineness and respect.

Treatment planning shall be from the perspective of family/child centered practice. More information about MiTEAM can be found at:  
<http://www.michiganchildwelfaretraining.com/MiTEAM.aspx>

- e. The Contractor shall comply with MDHHS initiatives and programs as requested and/or applicable. These include, but are not limited to the following programs:

- 1) National Youth in Transition Database (NYTD)
- 2) Jim Casey Youth Opportunities Initiative (MYOI)

- f. Compliance with MDHHS Implementation, Sustainability, and Exit Plan:

The Contractor shall ensure compliance with the applicable requirements of the Dwayne B. v. Snyder, et al., 2:06-cv-13548, Implementation, Sustainability, and Exit Plan.

- g. 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.

#### Additional Provisions

The Contractor shall comply with the provisions of:

- a. 1984 Public Act, 114, as amended being M.C.L. 3.711 *et seq.*, Interstate Compact on the Placement of Children.
- b. 1975 Public Act 238, as amended, being M.C.L. 722.621 *et seq.*, Child Protection Law.
- c. 1982 Public Act 162, as amended, being M.C.L. 450.2101 *et seq.*, Michigan Nonprofit Corporation Act.
- d. 1994 Public Act 204, as amended, being M.C.L. 722.921 *et seq.*, Michigan Children's Ombudsman Act.
- e. 1973 Public Act 116, as amended, being M.C.L. 722.111 *et seq.*, Michigan Child Care Organization Act.
- f. 1939 Public Act 288, Chapter X, being M.C.L. 710.1 *et seq.*, Michigan Adoption Code.
- g. 1984 Public Act 203, as amended, being M.C.L. 722.951 *et seq.*, Michigan Foster Care and Adoption Services Act.
- h. The Social Security Act as amended by the Multiethnic Placement Act of 1994 (MEPA); Public Law 103-382, and as amended by Section 1808 of the Small Business Job Protection, the Interethnic Adoption Provision (IEAP).
- i. The Indian Child Welfare Act (ICWA); Public Law 95-608 being 25 U.S.C. 1901 *et seq.*

- j. 1976 Public Act 453, as amended, being M.C.L 37.2101 *et seq.*, Elliott-Larsen Civil Rights Act.
- k. Fostering Connections to Success Act of 2008
- l. Preventing Sex Trafficking and Strengthening Families Act, Federal PL 113-183
- m. Social Security Act, 42 USC 671(a)(20)
- n. 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>

### Compliance with ICWA Requirements

The Contractor shall provide case management services in accordance with the “Active Efforts” requirements established in the ICWA; Public Law 95-608 being 25 U.S.C 1901 *et seq.* These requirements include but are not limited to the following:

- a. Establish an American Indian child as a member of a Tribe in accordance with ICWA and as defined in the MDHHS Native American Affairs (NAA) manual.
- b. Provide “Active Efforts” case management services in with in accordance with ICWA and as defined in the NAA manual.
- c. Provide placement of American Indian children in accordance with “Placement Priorities” as established in ICWA and defined in the NAA manual.
- d. Provide “Expert Witness” testimony in accordance with ICWA and as defined in the NAA manual.
- e. Provide services to American Indian families within the context of their culture and ethnicity. Maintaining knowledge in the following:
  - 1) How culture and rituals influence parenting decisions.
  - 2) Determine what services and supports will be most effective.
  - 3) Knowledge and respect of tribal practices.

### 2.10. Services to be Provided

Treatment Services:

- a. Treatment services shall be provided based on the ACLSA including, but not limited to:
  - 1) The provision of counseling therapy and
  - 2) Independent living skills training
  - 3) 24/7 availability in the event of a crisis or emergency
  - 4) Daily in-person supervision with youth
  - 5) Coordination for education and/or job skills opportunities

b. Case Management:

- 1) Case management services shall include the following:
  - a) Service coordination, monitoring and oversight
  - b) Communication with the MDHHS monitor
  - c) Compiling and submitting required reports, forms and payments per MDHHS foster care policy
  - d) Crisis intervention and referral to mental health services
  - e) Writing regular reports to the court and attendance to all court hearings

c. Family Team Meeting coordination and coordination with applicable agencies supervising siblings, including transportation for visitations.

d. Case Acceptance and Treatment Plan:

The Contractor shall complete the following:

- 1) A face-to-face interview with each youth within 72 hours of acceptance of the case.
- 2) Within 14 days of case acceptance:
  - a) Consult with last placing agency (if applicable) to obtain:
    - i. A list of services provided to the youth
    - ii. An exit assessment if available
  - b) Determine the youth's educational functional levels in reading, math, etc. Collaborate with the youth's current and/or last school to gain the youth's reading level and assess educational needs.
  - c) Ensure that all youth have completed the ACLSA within 14 days of acceptance of case.
- 3) An Updated Service Plan (USP) or Permanent Ward Service Plan (PWSP)/ILP Plan and Agreement utilizing information from the last placement and results of intake assessment as its basis.
  - a) The USP or PWSP/ILP Plan and Agreement for each youth are to be assessment driven. Services that are necessary to accomplish the goals outlined in the plan shall be provided by the Contractor. The USP or PWSP/ILP Plan and Agreement for each youth shall have the following clearly defined:
    - i. Results of assessment
    - ii. Goals to be accomplished
    - iii. Services to achieve goals

- iv. Time frame to achieve each goal
- v. Time frame for achievement of all goals
- vi. Criteria for placement and/or discharge
- vii. Maintain copies of ILP Plan and Agreement and all subsequent USP/ILP Plan and Agreements in the youth's case file.

4) Within 30 calendar days of intake:

- a) Complete an ILP Plan and Agreement based on the intake, life skills assessment, and the youth's input and goals with obtainable timeframes.
  - i. At a minimum, the ILP Plan and Agreement shall include:
    - An educational goal and/or employment goal.
    - Strategies to meet the youth's mental health needs.
 Additional goal setting areas include:
    - Community resources
    - Budget and Financial management
    - Mentoring through adult connections other than Case Manager
    - Family support and healthy marriage/relationship education
    - Health care
    - Housing education and home management training
    - Legal rights
    - Personal hygiene
    - Family planning, pregnancy and teen parenting (if applicable)
    - Substance abuse prevention
    - Sexual responsibility
    - Maintain copies of ILP Plan and Agreement and all subsequent USP/ILP Plan and Agreements in the youth's case file.
  - b) Provide the youth's Life Skills Coach a copy of the youth's ILP Plan and Agreement, which includes areas of need related to the IL skills.

- 5) A review of the ILP Plan and Agreement with the youth, along with a quarterly update to reflect the youth's progress, needs and goals. This does not replace the semi-annual Transition Plan Report as required per MDHHS policy.
- 6) A minimum of four monthly contacts with the youth. This shall consist of at least two face-to-face contacts, of which, one will be in the youth's residence. Each face-to-face contact shall be a minimum of

one hour. Remaining required contacts may be conducted in person or via telephone conversation for any length of time. Phone messages, texts, e-mails or social media contacts do not replace a required contact but can be utilized.

- 7) Community interactions which promote opportunities to develop IL skills.
  - 8) Life Skills training that will assist the youth in gaining self-sufficiency, including applicable ACLSA pre and post-testing. The Contractor shall document the ability of the youth to demonstrate these skills through real life applications.
  - 9) A minimum of 4 hours per week of IL instruction upon completion of the ACLSA and IL Plan and Agreement. Seventy-five percent of the IL instruction time per month must be practical hands-on instruction as opposed to classroom, worksheet, or online instruction. In addition, 10% of the IL instruction time must be community based.
  - 10) Quarterly meetings with the case manager, youth, life skills coach, and any supportive persons identified by the youth to review the ACLSA and the pre and post test results.
  - 11) Provision of transportation for youth that allows them to participate in IL activities.
  - 12) Monitoring of youth activities and model appropriate behaviors.
  - 13) Assure youth are making progress towards the goals in outlined in their ILP Plan and Agreement as measured by the post-test.
  - 14) A 3 month and 6 month follow-up post discharge from ILP. Information regarding the youth's housing, education, employment and connections to other adults must be documented.
- e. 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

The Contractor shall work toward the achievement of the performance measures listed below.

- a. Timely provision of services:
  - 1) 100% of all youth accepted to the ILP program will have face-to-face contact with a case manager within 72 hours of acceptance.
  - 2) 100% of youth will have an ACLSA completed within 14 days of acceptance of the case.
  - 3) 100% of youth will have a written ILP Plan and Agreement within 30 days of the acceptance of the case.
  
- b. Increase the number of youth who have a safe and stable place to live:
  - 1) 100% of youth will be provided safe and stable housing while participating in the ILP program.
  - 2) 95% of youth participating in ILP program will have a plan for housing identified on the ILP Plan and Agreement prior to transitioning out of ILP and into another appropriate IL placement.
  - 3) 70% of youth who received room and board assistance will continue to have safe and stable housing 6 months after transitioning out of the ILP program.
  
- c. Increase the number of youth who complete educational goals.
  - 1) 100% of youth without a high school diploma or GED will have an educational goal to work towards completion of either a high school diploma or a GED.
  - 2) 70% of youth who identify post-secondary education as a goal will be working towards completing that goal as defined in the ILP Plan and Agreement.
  
- d. Increase the number of youth who receive career preparation.
  - 1) 90% of youth who identify an employment goal will be working towards that goal as defined in the ILP Plan and Agreement.
  
- e. Increase the number of youth who have supportive relationships.
  - 1) 85% of youth will be able to identify two or more supportive relationships prior to transitioning out of ILP and into another appropriate IL placement.
  
- f. Increase opportunities for youth to practice independent decision making and problem solving skills in the community.

- 1) 80% of youth will participate in at least one community activity or leadership opportunity.
- g. Increase the number of youth with an active savings or Individual Development Account (IDA).
  - 1) 90% of youth will have at least one savings or IDA account with available funds prior to transitioning out of ILP.
- h. Increase the number of youth who can demonstrate competency in life skills.
  - 1) 85% of youth will demonstrate competency in all applicable areas of the ACLSA prior to transition out of ILP.
- i. Increase the number of youth who maintain healthy mental health.
  - 1) 100% of youth with a history or present concern for mental illness will be referred for mental health assessment.
  - 2) 80% of youth determined through assessment to have a mental health diagnosis will participate in recommended mental health treatment or intervention.
  - 3) 100% of youth prescribed psychotropic medication will participate in regular medication reviews and psychiatric consultation to monitor the prescribed medication.

## 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](mailto:MDHHS-Foster-Care-Audits@michigan.gov) with the subject line: ILP 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](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 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 Services Unit, Attention: EYS Manager for approval to [KaleyJ@Michigan.gov](mailto: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](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 youth's placement with the Contractor.

- a. The entire rate paid to the Contractor includes costs associated with board and care.
- 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.

- d. Upon placement, MDHHS shall assure that the child(ren) has adequate clothing as defined in the foster care policy manual.
- e. 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.

#### Foster Care Training Payments

- a. A payment will be made to the Contractor for each staff that completes training and passes competency tests as required in the Implementation, Sustainability, and Exit Plan.

- 1) Completion of the Child Welfare Caseworker Training

Payment will be \$6,000 total, calculated on a per diem basis, for completion of CWTI-PSI that includes a minimum of 9 weeks of competency-based classroom and field training if the caseworker passes the competency evaluation within 16 weeks of hire.

- 2) Completion of the Child Welfare Certificate (CWC) Training

Payment will be \$3,000 total, calculated on a per diem basis, for completion of the CWTI-CWC that includes a minimum of 5 weeks of competency-based classroom and field training if the caseworker certificate holder passes the competency evaluation.

- 3) Completion of the Child Welfare Supervisor Training

Payment will be \$1,500 total, calculated on a per diem basis, for completion of the Supervisor Training that includes a minimum of 1 week within 90 days of hire/promotion, if the supervisor passes the competency evaluation.

All Licensing Supervisor and/or Certification Supervisors hired on or after January 1, 2017 must complete the Supervisor Training and pass the competency evaluation.

- 4) Completion of the Child Welfare Program Specific Transfer Training (PSTT)

The 2 week foster care PSTT shall be completed within 6 months of hire. Payment will be \$2,800 for the completion of the PSTT training. The training is the same as the Foster Care Core Training for Foster Care caseworkers. If a supervisor has completed this training as a caseworker since April 1, 2006, the training does not need to be repeated.

- b. The Contractor must submit a signed and dated agency letterhead memo attached to the DHS-1582 Payment Voucher that includes the following information:
- 1) Worker name.
  - 2) Training, type (i.e. PSST, PSI etc.)
  - 3) Training dates (time span in training)
  - 4) Amount of reimbursement requested.
  - 5) A copy of the transcript reflecting the completion of the training for each foster care worker and supervisor covered by the payment voucher. This is required before accounting will issue payment.
  - 6) Memo signed by senior management; not the individual who attended training.

Please submit the requested information electronically to:

[DHS-FederalComplianceDivision@michigan.gov](mailto:DHS-FederalComplianceDivision@michigan.gov)

The subject line shall read: Training Payment

- c. For all Contractor staff hired on or after May 1, 1998 attending required CWTI-PSI, PSTT, and supervisor training, MDHHS-CWTI 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 CWTI attendance. MDHHS-CWTI does not cover travel reimbursement for in-service training. Travel reimbursement shall be limited to lodging, mileage and parking with the following conditions:
- 1) For each trainee who attends the training session, MDHHS shall reimburse the Contractor up to five (5) nights lodging per week if lodging expense is incurred. If training continues for two consecutive weeks or longer and the cost of lodging is less than the mileage cost to travel to and from the Contractor's facility over the intervening weekend, the Contractor may request the director of Office of Workforce Development and Training in advance for a travel exception for weekend lodging.
  - 2) For each mile of travel to a CWTI 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) Parking shall be reimbursed at actual cost, documented with a receipt.
  - 4) 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 DCWL. Refer to the CWTI web site for current reimbursement information for CWTI training at <http://www.michiganchildwelfaretraining.com/Training/Travel.aspx>

- 5) The Contractor must submit:
  - a) Certification letter on agency letterhead signed and dated by senior management. Includes name of each trainee, name and date span of training, amount of reimbursement for each trainee, amount of total reimbursement and Federal ID number.
  - b) DHS-1582.
  - c) DHS-1582 TV-NSE for each trainee.
  - d) MapQuest (or equivalent) printouts.
  - e) All original receipts.
  - f) Transcripts showing the training completed by each trainee.

Please submit the above information to:

Ingham Co MDHHS/OWDT  
OWDT Attn: Travel Reimbursement  
5303 S Cedar Street  
P.O. Box 30088  
Lansing, MI 48911

### 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' Education and Youth Unit shall meet with the Contractor to discuss and examine stated problems.
  - 2) MDHHS' Education and Youth 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 Education and Youth Unit.
- 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

##### Attachment A: Glossary of Acronyms and Forms

ACLSA:	Ansell-Casey Life Skills Assessment
AFCARS:	Adoption and Foster Care Analysis and Reporting System
CPA:	Child Placing Agency
CWTI:	Child Welfare Training Institute
DCWL:	Division of Child Welfare Licensing
FOM:	Foster Care Online Manual
GED:	General Education Development
HIPAA:	Health Insurance Portability and Accountability Act
ICWA:	Indian Child Welfare Act
IDA:	Individual Development Account
IL:	Independent Living (general)
ILP:	Independent Living Plus
MiSACWIS:	Michigan Statewide Automated Child Welfare Information System
MYOI:	Jim Casey Youth Opportunities Initiative
NAA:	Native American Affairs
NYTD:	National Youth in Transition Database
OTP:	Omni Track Plus
PSI:	Pre-Service Institute
PSTT:	Program Specific Transfer Training
PWSP:	Permanent Ward Service Plan
USP:	Updated Service Plan
DHS-1582:	Payment Voucher
DHS-1582-TV-NSE:	Travel Voucher for Non-State Employees
DHS-786:	ILP Extension Request
DHS-3377:	Clothing Inventory Checklist
DHS-3600:	Individual Service Agreement
DHS-3762:	Medical Authorization Card