

**State of Michigan**  
**Department of Health and Human Services**  
**Bureau of Grants and Purchasing (BGP)**  
**PO Box 30037, Lansing, MI 48909**  
**Or**  
**235 S. Grand Avenue, Suite 1201, Lansing, MI 48933**

**CONTRACT NUMBER: Adoption**  
**Between**  
**THE STATE OF MICHIGAN**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**And**

CONTRACTOR		PRIMARY CONTACT	EMAIL
CONTRACTOR ADDRESS		TELEPHONE	
		- -	
STATE CONTACT	NAME	TELEPHONE	EMAIL
Contract Administrator		- -	
BGP Analyst		- -	

CONTRACT SUMMARY			
SERVICE DESCRIPTION	Adoption		
GEOGRAPHIC AREA	Statewide		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION	<b>\$0.00</b>		
CONTRACT TYPE	Unit Rate		

The effective date of this 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 Contract. The Contractor's signature certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.

**FOR THE CONTRACTOR:**

\_\_\_\_\_

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

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This Contract will be in effect from the date of Michigan Department of Health and Human Services (MDHHS) signature through . No service will be provided and no costs to the state will be incurred before , or the effective date of the Contract, whichever is later. Throughout this Contract, the date of MDHHS signature or , whichever is later, shall be referred to as the begin date.

<u>Agreement Period</u>	<u>Amount</u>
Begin date through	\$
Total Amount:	\$0.00

At the discretion of MDHHS, this Contract may be renewed in writing by an amendment not less than 30 days before its expiration. This Contract may be renewed for up to two additional one-year periods.

1. PROGRAM REQUIREMENTS

1.1. Client Eligibility Criteria

a. The Contractor shall perform activities for Michigan permanent wards who are Title IV-E funded and Michigan Children’s Institute (MCI) wards for which adoption is the plan or for children from a participating Inter-State Compact (ICPC) state’s child welfare system that has been referred for adoption services to Michigan through ICPC. Any exceptions to these criteria must be approved by the Adoption Program Office Manager.

b. Determination of Eligibility

Determination of eligibility will be made by MDHHS.

1.2. Referral Process

a. Adoption referrals are initiated by MDHHS. Contractors may not transfer adoption cases to another child placing agency. After acceptance of an adoption referral, the Contractor may not transfer the case back to the Department, except upon the written approval of the local MDHHS county office Director, the Children’s Services Agency Director or Deputy Director.

If MDHHS makes a referral to a child placing agency for adoption services 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. Any reasons given for declining a referral may be documented in MiSACWIS.

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- b. At the time of referral to a private child placing agency, MDHHS shall provide that child placing agency with a referral packet as prescribed in Section 210 of the Adoption Services Manual (ADM 210).
- c. When an eligible child is photo-listed on MARE and the Contractor notifies the local MDHHS county office that the Contractor has a studied and approved available family, MDHHS shall send a copy of the case file to the Contractor within ten working days of receipt of notification.

## 2. CONTRACTOR RESPONSIBILITIES

### 2.1. Email Address

The Contractor authorizes MDHHS to use the contact information below to send Contract 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 Modified Implementation, Sustainability, and Exit Plan (MISEP).

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 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.

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

The Contractor is licensed to provide service under this Contract under the following license number: CB|

2.5. Location of Facilities

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

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2.6 Program Focus and Statement

The Contractor shall perform activities for Michigan permanent wards that are Title IV-E funded and Michigan Children’s Institute (MCI) wards for which adoption is the plan or for children from a participating Inter-State Compact (ICPC) state’s child welfare system that has been referred for adoption services to Michigan through ICPC.

Reimburse licensed child placing agencies through a current MDHHS adoption contract at specific rates for the legal placement and finalization of an adoption for an eligible child. Per diem payments for cases referred to the contractor by MDHHS for adoption services are a maximum of \$3,000.00 per child. The total per diem amount paid is deducted from the applicable placement rate when the child is placed by the court in an adoptive family home. The Adoption Program Office shall reimburse for contractor’s staff successful completion of applicable training provided by the Office of Workforce Development and Training.

The Contractor shall provide MDHHS with copies of their Adoption Program Statement. The program statement shall comply with the requirements of MDHHS Division of Child Welfare Licensing standards and MDHHS policy. The Contractor shall inform MDHHS of any changes made to the program statement at any point during the term of this Contract and provide copies of the new program statement to MDHHS within 60 days.

2.7 Reserved

2.8. Credentials

The Contractor shall assure that appropriately credentialed or trained staff under its control, including Contractor employees and/or subcontractors, shall perform functions under this Contract.

## 2.9 Compliance Requirements

Except as stated in e. below, the Contractor shall comply with the following requirements:

- a. The Contractor shall comply with all applicable MDHHS policy and MDHHS policy amendments including fingerprint-based criminal history policy. MDHHS policies and MDHHS policy amendments/bulletins are published on the following internet link: <https://dhhs.michigan.gov/olmweb/ex/html/>.
- b. The Contractor shall ensure that it provides all applicable MDHHS policy and MDHHS policy amendments to social service staff. The Contractor shall ensure that social service staff complies with all applicable requirements.
- c. The Contractor shall comply with the MDHHS non-discrimination statement:

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 MDHHS supervised children, and to all applications filed for adoption of MDHHS supervised children, including MDHHS supervised children assigned to a contracted child placing agency.

- d. The Contractor accepts a referral from MDHHS under this Contract by doing either of the following:
  - 1) Submitting to MDHHS a written agreement to perform the services related to the particular child or children 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 children that the Department referred to the Contractor.
- e. 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 Contract limits or expands the application of the Public Act.

Adoption referrals are initiated by MDHHS. Contractors may not transfer adoption cases to another child placing agency. After

acceptance of an adoption referral, the Contractor may not transfer the case back to the Department, except upon the written approval of the County Director, the Children's Services Agency Director or Deputy Director.

If MDHHS makes a referral to a child placing agency for adoption services 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. Any reasons given for declining a referral may be documented in MiSACWIS.

- f. The contractor shall ensure all directives and services ordered by the court are completed to the satisfaction of the court within the timeframes ordered.
- g. The Contractor shall participate in random moment time studies (RMTS). A RMTS is a process where participants are emailed short surveys and asked to indicate what they were doing at an assigned time. The time study is required to determine the amount of time spent on various activities. Based on these results, MDHHS determines the amount that can be charged to various funding sources.
- h. Compliance with MDHHS Modified Implementation, Sustainability, and Exit Plan

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

- i. Additional Compliance Provisions
  - 1) 1984 Public Act, 114, as amended, being M.C.L. 3.711 et seq., Interstate Compact on the Placement of Children.
  - 2) 1939 Public Act 288, Chapter X, being M.C.L. 710.1 et seq., Michigan Adoption Code.
  - 3) 1984 Public Act 203, as amended, being M.C.L. 722.951 et seq., Michigan Foster Care and Adoption Services Act.
  - 4) 1975 Public Act 238, as amended, being M.C.L. 722.621 et seq., Child Protection Law.
  - 5) 1982 Public Act 162, as amended, being M.C.L. 450.2101 et seq., Michigan Nonprofit Corporation Act.
  - 6) 1994 Public Act 204, as amended, being M.C.L. 722.921 et seq., Michigan Children's Ombudsman Act.
  - 7) 1973 Public Act 116, as amended, being M.C.L. 722.111 et seq., Michigan Child Care Organization Act.
  - 8) 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).
- 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) Preventing Sex Trafficking and Strengthening Families Act, Federal PL 113-183
  - 12) P.L. 110–351, known as the Fostering Connections to Success and Increasing Adoptions Act of 2008.
  - 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>
  - 15) 2017 Public Acts 246 through 255, Michigan Opioid Laws

## 2.10 Services to be Provided

### a. General Adoption Responsibilities

- 1) The Contractor shall place the child for adoption under the provisions of this Contract or assist in the child's placement by another private child placing agency or local MDHHS county office.
- 2) The Contractor that has identified an adoptive family shall be the child placing agency to perform adoptive activities including placement, case management, supervision, and court related requirements.
- 3) When the Contractor has identified an adoptive family for a child under supervision of another child placing agency, the Contractor shall work cooperatively and develop a written plan with the child's child placing agency to coordinate and share responsibility for pre-placement activities and associated costs for transportation and other case services as prescribed in Adoption Services Policy, ADM720.
- 4) When a placement for adoption disrupts or a finalized adoption dissolves within 18 months of the date of the order for placement or finalization the Contractor shall be, unless ordered or directed otherwise by the Court or MDHHS, responsible to provide full adoption services for the child as detailed in this contract. The responsible contractor is defined as the Contractor that had adoption planning responsibilities for the child when the initial adoption placement occurred. For cases involving a child's child placing agency and an adoptive family's child placing agency, the responsible contractor is the child's child placing agency, unless it is agreed upon by both child placing agencies that the case will remain with the adoptive family's child placing agency. The exception shall be in a

contested case where a child is placed in an adoptive family home against the recommendation of the contractor.

- 5) Provide guidance to the child's foster parent in preparation of the child for adoption or in facilitating a transfer of the child's attachment to the adoptive family parents.
- 6) In instances where the child's child placing agency has performed pre-placement activities for the adoptive family's child placing agency, the adoptive family's child placing agency shall provide the child's child placing agency with a copy of the court order placing the child in the adoptive family home within 30 working days, after receipt of said order.
- 7) The Contractor shall develop plans for the effective use of cross-jurisdictional resources to facilitate timely adoptive or permanent placements for waiting children. This shall include photo listing on the MARE website, networking with other private child placing agencies in determining availability of foster and adoptive families and other recruitment activities that are statewide and national in nature. The Contractor shall respond to, and actively work with, prospective adoptive parents outside of the State of Michigan.
- 8) The Contractor shall maintain documentation of completion of the above listed requirements in the child's adoption case file for review by MDHHS.

b. Adoption, Recruitment, Orientation and Training

- 1) The Contractor shall develop and implement a plan for adoptive family home recruitment, retention, and support consistent with the MDHHS DCWL Licensing Standards specific to the Contractor's license specified in Section 2.4.
- 2) The Contractor shall provide adoption family recruitment activities in collaboration with other private child placing agencies and local MDHHS county offices to focus on children photo-listed on Michigan Adoption Resource Exchange (MARE).
- 3) The Contractor shall work cooperatively with other contracted adoption child placing agencies, MDHHS, and trained adoptive family parents to provide orientation and training. It is recommended that adoptive family parent peer mentors be matched to prospective and new adoptive family parents. The Contractor shall retain in the case record verification of training provided to the adoptive family including but not limited to:

- a. Type of training provided
  - b. Date training provided
  - c. Subject material covered during training
- 4) The Contractor shall involve children in the planning and organizing of adoption family recruitment events.
  - 5) The Contractor shall develop supports for children moving to permanency through adoption. Best practice research indicates that support groups, peer mentors, informational sessions and individual counseling are effective tools. Developing appropriate rituals, and recognition for the transitions experienced, shall be part of the adoption process.
  - 6) The Contractor shall be responsible for providing information to the prospective adoptive family parent(s) regarding the adoption assistance programs on behalf of all children available for adoption. If the Contractor fails to provide information, fails to apply for adoption assistance or finalizes an adoption prior to the execution of an adoption assistance contract, and it is later determined that the child was eligible for adoption assistance, the Contractor shall be responsible for providing financial support to the adoptive family equal to the adoption assistance amount and eligible Medicaid coverage, from the time the adoptive family makes the request for the re-determination of eligibility and the date MDHHS determines that an error occurred based on the Contractor's failure to inform or apply for adoption assistance.

c. MARE Related Responsibilities

The Contractor shall perform MARE related activities and responsibilities, as detailed in this contract including but not limited to:

- 1) Registering children with MARE per policy timeframes and requirements.
- 2) Appropriately inform and prepare children concerning the process of photo listing. Children shall be adequately attired and well groomed. Adequately attired is defined as that which a parent would provide for their child in a school photo. The Contractor is responsible for securing photography services and may request coupons or assistance from the MARE office. The Contractor is responsible for facilitating transportation to key photo sites and supervision of the child (ren) during the process.
- 3) The Contractor shall, as appropriate to the child's ability, involve children over age nine in developing individual recruitment materials and narratives for MARE photo listing.

- 4) The Contractor must submit a copy of the Order Placing Child after Consent and the Order of Adoption to the MARE office within ten working days of issuance by the court.
- 5) Upon determination by the Contractor that the MARE potential adoptive family 'match' is appropriate, the child's and adoptive family's child placing agencies shall begin the process towards adoption within ten working days.
- 6) The Contractor shall provide a written brochure (developed by MARE) to adoptive families regarding their right to be included in the MARE prospective adoptive family registry and provide an explanation of this process during orientation. This brochure and information shall again be provided to the prospective adoptive family during the formal training process.
- 7) The Contractor shall ensure all age appropriate children available for adoption have knowledge of, and access to, the MARE newsletter for children.
- 8) The Contractor shall notify MARE no less than quarterly of planned adoption related events, scheduled or tentatively scheduled for the next quarter. These activities shall include but are not limited to orientation, training dates, workshops, adoption fairs, recruitment activities, post adoption support activities and guest speakers. The Contractor will indicate if the events are open to the public or limited to a specific audience and any costs for family participation.
- 9) If the local court is participating, the Contractor shall cooperate with MARE during planning and implementation of National Adoption Day activities and regionally based adoption events.
- 10) The Contractor shall ensure MARE staff has access to case records, the child, child's caseworker, and other material or persons necessary for the development and updating of the child's MARE file and recruitment material.
- 11) The Contractor shall submit the completed Disruption/Dissolution survey to MARE within 30 days of receipt of the survey from MARE.
- 12) The Contractor shall provide to MARE by October 30th of each year the following:
  - a. The address of all offices.
  - b. Names, telephone numbers and email addresses of all adoption workers and supervisors.

c. Types of services provided by the Contractor.

- 13) The Contractor shall ensure that a supervisor attends the regionally based MARE sessions on changes to MARE processes and services. This individual shall then be responsible to disseminate MARE information and material to appropriate Contractor staff.

d. Caseload Tracking and Reporting

The Contractor shall report to MDHHS caseload ratios for social services supervisors, social service staff, and licensing staff in a format and within timeframes as determined by MDHHS.

e. Staff Training

1) Pre-Service Institute: Requirements

The Contractor shall ensure that staff transferring to an adoption social service position from another children's services position have successfully completed the Office of Workforce Development and Training (OWDT) Pre-Service Institute (PSI) training, and shall attend and complete Adoption Program Specific Transfer Training (PSTT) within six months of assuming the adoption position.

2) OWDT Registration Process

- a) The Contractor shall register each individual staff member required to attend training using the web-based MDHHS Learning Management System (LMS). Link to LMS site:

<https://michigan.csod.com/client/michigan/default.aspx>.

Link to Child Welfare Training site:

[http://www.michigan.gov/mdhhs/0,5885,7-339-71551\\_11120\\_74572---.00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-71551_11120_74572---.00.html)

In some cases, OWDT will provide a form to be completed and submitted to OWDT, who will then complete the registration process within LMS.

- b) The Contractor supervisor and/or the Contractor training facility coordinator can register Contractor staff online for any training. To cancel or change training registration, the Contractor will need to make the changes in the LMS directly, unless the trainee was registered by OWDT. The Contractor will need to contact the help desk at [MDHHSTraining@michigan.gov](mailto:MDHHSTraining@michigan.gov) for changes to registrations completed by OWDT.
- c) All training completed externally shall be added to the LMS database so the training is included in the in-service training hour calculation. The name of the training, a short description, the total number of hours spent in training, and the completion date must

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be documented in LMS. All qualified training shall be training that improves child welfare practice.

- d) Confirmations, with specific details on times and locations, will be emailed to the Contractor/trainee by MDHHS at least seven days before the training commences.

3) Training Documentation

The Contractor shall maintain training documentation which verifies registration and successful completion of training. Additionally, the Contractor shall maintain documentation of the completion of required in-service training for both social service staff and social service supervisory staff.

4) 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 Contract 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 can be located on the Child Welfare Training site:

[http://www.michigan.gov/mdhhs/0,5885,7-339-71551\\_11120\\_74572---.00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-71551_11120_74572---.00.html)

5) Minimum in-service training

- a) The Contractor shall ensure that each social services staff receives a minimum of 32 hours of qualifying in-service training on an annual basis.
- b) The Contractor shall ensure that each social service supervisor receives a minimum of 16 hours of qualifying in-service training on an annual basis.

All qualified training shall be training that improves child welfare practice.

2.11 Expected Performance Outcomes

During the Contract, the Contractor shall demonstrate measurable progress toward the achievement of the outcomes listed below:

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- a. Fewer than 5% of placements for adoption will end in disruption within 182 days from the date of the order placing the child in the adoptive family home.
- b. Fewer than 5% of finalized adoptions will end in dissolution within 182 days of the date of the Order of Adoption.
- c. By September 30<sup>th</sup> of the fiscal year, not less than 80% of the number of children with a goal of adoption who were legally available for adoption on September 30<sup>th</sup> of the previous fiscal year, shall have adoptions finalized.
- d. By September 30<sup>th</sup> of the fiscal year, not less than 80% of the number of children with a goal of adoption who were legally available for adoption on September 30<sup>th</sup> of the previous fiscal year will have the adoption petition filed with the court.

2.12 Audit Requirements

**Contractor/Vendor Relationship**

This Contract constitutes a contractor/vendor relationship with MDHHS.

The Contractor must immediately report to the MDHHS Bureau of Audit any audit findings of fraud, Going Concern, financial statement misstatements, or accounting irregularities, including noncompliance with provisions of this Contract.

2.13. Financial Audit Requirements

a. Required Audit or Audit Exemption Notice

Contractors must submit to the Department either a Single Audit, Financial Statement Audit, or Audit Exemption Notice 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 \$750,000.00 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 \$750,000.00 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 Exemption Notice

Contractors exempt from the Single Audit and Financial Statement Audit requirements (1 and 2 above) must submit an Audit Exemption Notice 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](mailto: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 Contractor 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

- 1) If the Contractor does not submit the required Single Audit or Financial Statement Audit, including any management letter and applicable corrective action plans within nine months after the end of the Contractor's fiscal year, the Department may withhold from the current funding an amount equal to five percent of the audit year's contract funding (not to exceed \$200,000.00) until the required filing is received by the Department. The Department may retain the amount withheld as a penalty if delinquency reached 120 days past due. The Department may terminate the contract if the Contractor is 180 days delinquent in meeting the audit requirements.
- 2) Failure to submit the Audit Exemption Notice, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's funding until the Audit Exemption Notice is received.

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 Contract 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: Adoption Actual Cost Report.

Failure to meet reporting responsibilities as identified in this Contract may result in MDHHS withholding payments until receipt of annual financial cost report. MDHHS may withhold from current payments an amount equal to five percent of the Contractor's reporting year MDHHS revenue (not to exceed \$60,000.00) until the required filing is received by the Department. MDHHS may retain withheld funds as a penalty if delinquency reaches 60 days past due. MDHHS may terminate the contract if the Contractor is 90 days delinquent in submitting the required annual financial cost report.

#### 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 child placing agency staff have access to the Michigan Statewide Automated Child Welfare Information System (MiSACWIS) through a web-based interface, henceforth referred to as the "MiSACWIS application." The contractor shall ensure that staff follow the MiSACWIS requirements for CPA contracts which are found at [http://www.michigan.gov/documents/dhs/Private\\_Agency\\_MiSACWIS\\_for\\_CPA\\_Contracts\\_464663\\_7.pdf](http://www.michigan.gov/documents/dhs/Private_Agency_MiSACWIS_for_CPA_Contracts_464663_7.pdf)

For all child placing 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 maintain a record system that documents the total number of units of service as defined in this Contract and delivered during the term of this Contract. These records shall also document the specific units billed to MDHHS under this Contract.

The Contractor shall submit a payment request and required documentation to:

[MDHHS-AdoptionandGuardianshipPayments@Michigan.gov](mailto:MDHHS-AdoptionandGuardianshipPayments@Michigan.gov)

Or by US mail to:

Michigan Department of Health and Human Services  
Adoption Program Office  
Suite 514 PO Box 30037  
Lansing, MI 48909

The payment request, invoice, required documentation and any subsequent corrections must be completed and received in the Adoption Program Office within 120 days of the date of the placement or finalization, whichever is applicable, as those terms are defined in Section I(M)(2-3) of this Contract.

a. Billing for Per Diems require the following documentation:

- 1) The payment request, which includes the number of days being billed, the date range, and the number of per diem billings previously submitted on the case
- 2) Signed Contractor invoice
- 3) Copy of the Order Terminating Parental Rights (Permanent Court Ward/Commitment)
- 4) Signed DHS-3600 (for adoption services) with the date of acceptance indicated for cases referred on or after May 2016, or earlier if applicable
- 5) Matched Per Diems require the signed DHS-4809, Intent to Adopt form signed by the identified adoptive family and verifications from MARE that a complete "hold" registration was submitted on the case
- 6) Unmatched Per Diems require verifications from MARE that a complete photo listing was submitted on the case

b. Billing for all placements require the following documentation:

- 1) The payment request
- 2) Signed Contractor invoice
- 3) Order Terminating Parental Rights (Permanent Court Ward/Commitment)
- 4) Signed DHS-3600 (for adoption services) with the date of acceptance indicated for cases referred on or after May 2016, or earlier if applicable
- 5) Signed and dated documentation by the court (DHS-5308 or petition date stamped from the court) verifying the date that the court accepted the adoption petition and supporting documentation.
- 6) Order Terminating Parental Rights

- 7) Order Placing Child
  - 8) Adoption Assistance Agreement, if applicable. If not applicable, include copy of MiSACWIS case funding screen.
  - 9) If there was a per diem payment for the case prior to placement the Contractor must note the per diem amount previously billed on the payment request.
- c. Billing for all finalizations require the following documentation:
- 1) The payment request
  - 2) Signed Contractor invoice
  - 3) Order Terminating Parental Rights (Permanent Court Ward/ Commitment)
  - 4) Signed DHS-3600 (for adoption services) with the date of acceptance indicated for cases referred on or after May 2016
  - 5) Signed and dated documentation by the court (DHS-5308 or petition date stamped from the court) verifying the date that the court has accepted the adoption petition and supporting documentation
  - 6) Order of Adoption
  - 7) Adoption Assistance Agreement, if applicable. If not applicable, include copy of MiSACWIS case funding screen.
  - 8) For cases in which the Contractor has previously billed for the placement, the following documentation is required:
    - a) Payment request
    - b) Signed Contractor invoice
    - c) Order of Adoption
    - d) Verification of amount paid in per diems and placement.
    - e) Adoption Assistance Agreement, if applicable. If not applicable, include copy of MiSACWIS case funding screen.
- d. The MARE rate requires a copy of the MARE photo listing, the subsequent MARE "Hold" document and the required documentation listed above.
- e. The Residential rate requires a copy of the discharge summary from the residential facility, a copy of the placement record including placement with the prospective adoptive parent prior to filling the petition and the required documentation listed above.
- f. The ICPC rate(s) require the following documentation:
- 1) Payment request
  - 2) Signed Contractor invoice
  - 3) Copy of the ICPC referral
  - 4) DHS-3600 (for Adoption Services)
  - 5) Order Terminating Parental Rights (Permanent Court Ward/ Commitment)
  - 6) Applicable documentation
    - a) Adoptive family home study

- b) Adoption supervision reports
  - c) Adoption petition documentation
  - d) Order Placing Child
  - e) Order of Adoption
- g. Billings for competing parties, in which the case would be eligible for a rate less than the Baseline rate and the Contractor is requesting the Baseline rate, requires the Contractor to submit a Competing Party Rate Exception Request (MDHHS-5445) and copies of the following documentation:
- 1) Case acceptance documentation
  - 2) Dates of the initial inquiry
  - 3) DHS-4809, Intent to Adoption from each competing party
  - 4) Copies of the adoption assessment(s) for each competing party
  - 5) Required placement or finalization documentation listed above.
- h. Disruptions require an Ex Parte Order, or order dismissing, a copy of the initial placement order, initial commitment order, documentation verifying the medical condition of the family member if appropriate, a copy of the placement check and child placing agency disruption report.
- i. When requesting an exception to the payment rate, it is the responsibility of the Contractor to demonstrate that requests for adoption assistance eligibility determination or MCI consent or obtaining fingerprint results delayed the adoption placement. If the delay was caused by submission of incomplete paperwork or a lack of response to requests for information, the consideration for exception will be denied. There is a 30 day standard of promptness for adoption assistance eligibility determinations, MCI regular and expedited consent requests, a 14 day standard of promptness for obtaining fingerprint results and a 90 day standard of promptness for MCI consent requests on competing parties. If information is missing, incomplete, or unclear and needing follow-up, the standard of promptness timeframe will not begin until all needed information is available for review, including legal documents and information needed to fulfill policy requirements. Delays caused by the local MDHHS office will be considered on an individual case basis. The Adoption Payment Exception Request, DHS-832 form and supporting documents must be submitted with the completed payment request.

## 2.18. Fees and Other Sources of Funding

The Contractor guarantees that any claims made to MDHHS under this Contract shall not be financed by any source other than MDHHS under the terms of this Contract. 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 Contract 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 Contract, 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 Contract or fails to submit a revised payment request within allotted time frames established by MDHHS in consultation with the Contractor, MDHHS may require the Contractor to reimburse payments made under this Contract to which MDHHS has determined that the Contractor was not entitled. If the Contractor becomes aware of any situation involving payments received under this Contract to which the Contractor was not entitled, the overpayment amount must be repaid to MDHHS within 30 days of the Contractor becoming aware. The Contractor is liable for any cost incurred by MDHHS in the recovery 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 Contracts, 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' Contracts 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 Other Amounts due MDHHS

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By entering into this Contract, the Contractor agrees to honor all prior repayment Contracts established by MDHHS with the Contractor or Contractor's predecessors. In the absence of a repayment Contract for amounts due MDHHS, 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 Contract is executed. If any of these required payments are made more than 30 days past the due date, MDHHS may reduce or withhold future payments made under this or any other Contract(s) between MDHHS and the Contractor.

The payment reduction will be made either at the amount originally established in the repayment Contract or at an amount not less than 5% of any outstanding balance effective on the date this Contract is executed.

## 2.20. Child Protection Law Reporting Requirements

- a. 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.
- b. 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.
- c. Failure of the Contractor or its employees to report suspected child abuse or neglect two or more times within a one-year period shall result in a review of the contract child placing agency's violations by a designated Administrative Review Team, which shall include the Director of CSA and the Director of DCWL or its successor agency, that shall consider mitigating and aggravating circumstances to determine the appropriate corrective action up to and included license revocation and contract termination.

## 2.21 The Division of Child Welfare Licensing (DCWL)

DCWL shall be responsible for review of the Contractor's compliance with the Contract 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 Contract or court order. If the ACR or Special Investigation reveals that the Contractor has not complied with the requirements of this Contract or court order, the following procedures shall be implemented:

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- a. DCWL shall notify the Contractor of the Contract 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 Contract or court noncompliance.
- b. Following the identification of the Contract 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 child placing 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 child placing 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 Contract, 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 Contract, subject to the standard contract terms.

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### 2.23. Criminal Background Check

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

- a. Clients under this Contract, 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 Contract, 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 Contract 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 Contract 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 Contract, 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 Contract. 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 Contract 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. Payment

Refer to Schedule B Pricing Matrix for Adoption Payments.

#### 3.2. Performance Evaluation and Monitoring

The services provided by the Contractor under this Contract shall be evaluated and assessed at least annually by MDHHS on the basis of the criteria outlined in Section 2.11.

MDHHS shall perform contract monitoring through activities such as:

- a. Auditing expenditure reports.
- b. Conducting on-site monitoring.
- c. Conducting Interim or Renewal Licensing Studies and reports
- d. Reviewing and analyzing written plans and reports.

**ADD STANDARD TERMS**

**ADD SECTION 5 FEDERAL PROVISIONS ADDENDUM**

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**State of Michigan  
Michigan Department of Health and Human Services  
Adoption Services**

**SCHEDULE B  
PRICING MATRIX**

Contract Period	Contract Amount
Begin date through September 30, 2020	\$

MDHHS shall make payments to the Contractor pursuant to MCL 17.51-17.57 and State of Michigan Financial Management Guide, Part II-Accounting and Financial Reporting, Chapter 25, Section 100, "Prompt Payment for Goods and Services."

- a. MDHHS shall make the following payments to the Contractor beginning October 1, 2018 for cases where the date of the signed documentation from the court (DHS 5308 or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation is on or after October 1, 2018:

Rate Category	Placement	Finalization	Permanency
Early Adoption Level 2	\$7,590.00	\$3,795.00	\$1,265.00
Early Adoption Level 1	\$6,600.00	\$3,300.00	\$1,100.00
Baseline	\$5,940.00	\$2,970.00	\$990.00
Late Adoption Level 1	\$5,280.00	\$2,640.00	\$880.00
Late Adoption Level 2	\$3,300.00	\$1,650.00	\$550.00
Late Adoption Level 3	\$2,640.00	\$1,320.00	\$440.00
Late Adoption Level 4	\$1,980.00	\$990.00	\$330.00
MARE	\$13,464.00	\$6,732.00	\$2,244.00
Residential	\$8,778.00	\$4,389.00	\$1,463.00
In-State Transfer Services	\$3,300.00		
ICPC Existing Services – Michigan Case	\$3,300.00		
ICPC New Services – Michigan Case	\$3,850.00		
ICPC- Case from another ICPC participating state through ICPC (non-Michigan ward) – Adoptive Family Home Study Denial	\$2,200.00		

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ICPC case from another ICPC participating state through ICPC (non-Michigan ward) – Adoptive Family Home Study Approval	\$2,200.00
ICPC case from another ICPC participating state through ICPC (non-Michigan ward) – Adoption Supervision with applicable reports	\$550.00 at Placement \$550.00 at Finalization

b. Per Diem Payments

For each child where the adoption case is referred to the Contractor by MDHHS, the Contractor shall receive payment of \$20.00 per diem for each day of adoptive services from acceptance of the case (DHS 3600 for cases referred on or after October 2016, or earlier if applicable) to the date of the signed documentation from the court (DHS 5308 or petition date stamped by the court) verifying that the court has accepted the petition and support documentation, or for 150 days, whichever comes first. The maximum per diem payment amount per child is \$3,000.00.

For adoption cases referred on or after October 2016, the Contractor may bill for the full per diem amount of \$3,000.00. In the event that the Contractor receives the full per diem amount on a case which is not assigned to the Contractor for 150 days, the Contractor will be responsible for repayment of the per diem at a rate of \$20.00 for each day in which they received a per diem payment and were no longer assigned to the case.

All per diem payment requests must include verification from MARE that either a complete photo listing or a complete hold registration was submitted to MARE on the case.

Payment of the initial placement rate: the total of all per diem payments for each child shall be deducted from the applicable placement rate to be paid.

c. Adoption Training Payments

The Contractor must submit the following with the completed payment request to the Adoption Program Office in central office:

- 1) A copy of the transcript reflecting the completion of the CWTI pre-service training for each adoption worker.

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2) A statement confirming that 50% of the adoption worker's adoption caseload will be children in the MDHHS foster care system.

d. Placement Disruption

Payment after Placement for adoptions ending in disruption will only be made in the following cases: \_

- 1) Disruption Due to Medical Condition of Prospective Adoptive Family Member: If the adoptive family experiences a documented chronic medical condition requiring long term care, or a condition anticipated to result in the death of a family member after the adoptive family placement of a child, the Contractor shall be eligible for a per-diem rate. The payment shall be a portion of the appropriate rate for finalization, which shall be established by dividing the duration (number of days) of the adoptive family placement until disruption by 182 days. The disruption rate shall not exceed the rate that would have otherwise been paid had finalization occurred.
- 2) Death of an Adoptive Child: In cases where a child dies between order placing in the adoptive family home and the final order of adoption, the Contractor shall be eligible for a per-diem from the date of placement to the date of death (unless cause of death is determined to be neglect or abuse) not to exceed the rate that would have otherwise been paid had finalization occurred.
- 3) Disruption after Order Placing Child in the adoptive family home: When the disruption order is issued more than 182 days from the date of the order placing the child in the adoptive family home, the Contractor shall be paid the full finalization rate.
- 4) Disruption of Placement Determined by MCI Superintendent: In a case where the child is placed in an adoptive family home based on the decision of the MCI Superintendent, against the recommendation of the Contractor, the Contractor shall be eligible for a per-diem rate. The payment shall be a portion of the appropriate rate for finalization, which shall be established by dividing the duration (number of days) of the adoptive family placement until disruption by 182 days. The disruption rate shall not exceed the rate that would have otherwise been paid had finalization occurred. Payment for subsequent placements will not reflect a disruption.

e. Adoption Dissolution

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MDHHS shall recover, from the Contractor, the Permanency Unit Rate for adoptions that end in dissolution within 182 days of issuance of an Order of Adoption.

f. Payment – Re-Placement of Child after Disruption by Same Contractor

Re-placement of child photo listed on MARE or from a Residential facility:

Subsequent adoptive placement and finalization by the same Contractor (that placed the child in the disrupted/dissolved adoptive family home) for a child previously reimbursed at one of the MARE rates or the residential rate, shall not exceed the baseline rate for a second adoptive family placement/finalization. The maximum rate for any re-placement of a child photo listed on MARE or from a residential facility beyond the second placement shall not exceed the late adoption penalty level three rate if paid to the same Contractor.

Re-placement by the same Contractor of a child under any rate other than a MARE or Residential rate shall not exceed the baseline rate.

Exceptions may be made to the re-placement rate. The Contractor must submit documentation of efforts that were required to prepare a child for subsequent placement and the recruitment of an adoptive family. Submit request for exceptions to the Adoption Program Office in MDHHS Central Office and stipulate the rate requested.

g. Unit Definitions

1) Unit Title: Per Diem Payments

For each child where the adoption case is referred to the Contractor by MDHHS, the Contractor shall receive payment of \$20.00 per diem for each day of adoptive services from acceptance of the case (signed DHS 3600 for cases referred on or after October 2016, or earlier if applicable) to date of the signed documentation from the court (DHS 5308 or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation, or for one hundred fifty (150) days, whichever comes first. The maximum per diem payment amount per child is \$3,000.00.

The total amount paid for the per diem rate will be deducted from the applicable placement rate when the child is placed for adoption.

For adoption cases referred on or after October 2016, the Contractor may bill for the full per diem amount of \$3,000.00. In the event that the Contractor receives the full per diem amount on a case which is not assigned to the Contractor for 150 days, the Contractor will be

responsible for repayment of the per diem at a rate of \$20.00 for each day in which they received a per diem payment and were no longer assigned to the case.

Billing for per diems require the following documentation:

- a) The payment request, which includes the number of days being billed, the date range, and the number of per diem billings previously submitted on the case
- b) Signed Contractor invoice
- c) Copy of the Order Terminating Parental Rights (Permanent Court Ward/Commitment)
- d) Signed DHS-3600 (for adoption services) with the date of acceptance indicated for cases referred on or after May 2016, or earlier if applicable
- e) Matched Per Diems require the signed DHS-4809, Intent to Adopt form signed by the identified adoptive family and verifications from MARE that a complete "hold" registration was submitted on the case
- f) Unmatched Per Diems require verifications from MARE that a complete photo listing was submitted on the case.

2) Unit Title: Placement

All unit definitions below are based on the length of time from the receipt of the written order from the court terminating all parental rights or, the date on which the DHS-3600 is fully executed, whichever is later; to the date of the signed documentation from the court (DHS 5308 or petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation.

If the child's goal changes from adoption to another goal and then changes back to the goal of adoption, the Contractor must obtain a new DHS-3600 for adoption services for the updated goal of adoption.

Billing for all placements require the following documentation:

- a) Payment request
- b) Signed Contractor invoice
- c) Order Terminating Parental Rights (Permanent Court Ward/Commitment)
- d) Signed DHS-3600 (for adoption services) with the date of acceptance indicated for cases referred on or after May 2016, or earlier if applicable
- e) Signed and dated documentation by the court (DHS-5308 or petition date stamped from the court) verifying the date that the court accepted the adoption petition and supporting documentation
- f) Order Terminating Parental Rights
- g) Order Placing Child

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- h) Adoption Assistance Agreement, if applicable. If not applicable, include copy of MiSACWIS case funding screen.
- i) If there was a per diem payment for the case prior to placement, the Contractor must note the per diem amount previously billed on the payment request.

3) Unit Title: Finalization

Unit Definition: One unit equals receipt of an Order of Adoption for a child for whom a Placement rate was paid.

Billing for all finalizations require the following documentation:

- a) Payment request
- b) Signed Contractor invoice
- c) Order Terminating Parental Rights (Permanent Court Ward/Commitment)
- d) Signed DHS-3600 (for adoption services) with the date of acceptance indicated for cases referred on or after May 2016
- e) Signed and dated documentation by the court (DHS-5308 or petition date stamped from the court) verifying the date that the court has accepted the adoption petition and supporting documentation
- f) Order of Adoption
- g) Adoption Assistance Agreement, if applicable. If not applicable, include copy of MiSACWIS case funding screen.
- h) For cases in which the Contractor has previously billed for the placement, the following documentation is required:
  - (1) Payment request
  - (2) Signed Contractor invoice
  - (3) Order of Adoption
  - (4) Verification of amount paid in per diems and placement
  - (5) Adoption Assistance Agreement, if applicable. If not applicable, include copy of MiSACWIS case funding screen.

4) Unit Title: Permanency

Unit Definition: One unit equals an adoption that does not end in dissolution within 182 days of the issuance of an Order of Adoption. The Permanency Unit Rate shall be paid at the same time as the Finalization Unit Rate. The Contractor will be responsible for repayment of the Permanency Unit Rate for those cases for which the adoption ended in dissolution.

5) Unit Title: Early Adoption – Level 2

Unit Definition: The DHS-5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court 180 or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

- 6) Unit Title: Early Adoption - Level 1  
Unit Definition: The DHS-5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed by the court more than 180 days but 240 or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.
- 7) Unit Title: Baseline  
Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than 240 days, but 300 or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.
- 8) Unit Title: Late Adoption - Level 1  
Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than 300 days, but 365 or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.
- 9) Unit Title: Late Adoption - Level 2  
Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than 365 days, but 545 or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.
- 10) Unit Title: Late Adoption - Level 3  
Unit Definition: The Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than 545 days, but 730 or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.
- 11) Unit Title: Late Adoption – Level 4  
Unit Definition: The Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than 730 days after the date of placement as defined in Subsection 3.1.g., 2) above.
- 12) Unit Title: MARE  
Unit Definition: The Order Placing Child is signed and dated by the court for a child who has been registered for photo listing on MARE.
- a) The Contractor is eligible for the MARE rate if at the time of referral, there was no identified adoptive resource. The Contractor must register the child for photo listing per policy requirements after acceptance of the case if no adoptive resource has been identified. If the Contractor applies for the MARE rate there must be a written explanation of why the adoptive family

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was not identified as a potential adoptive resource within the first 30 days after acceptance of the case.

b) The Contractor is not eligible for the MARE rate if the Contractor photo lists the child. The exception to allow for payment of the MARE rate to the supervising child placing agency requires the Contractor to submit a written request verifying that the child was photo listed for six months and documentation must be provided to demonstrate the family is a newly approved recruited family and the following conditions are true:

- (1) The identified family is not a relative or foster parent to the adoptive child.
- (2) The identified family has either not previously provided care for the child or has previously provided care and during the time that the child was photo listed had indicated in writing that they were not interested in adopting the child. The written document from the family must be submitted with the MARE payment request.

13) Unit Title: Residential

Unit Definition: The Order Placing Child is signed and dated by the court for a child who has been placed in residential care (defined as staffed institutional care, not including foster group homes) and the child is under the Contractor's supervision for Adoption Services.

14) Unit Title: MARE and Residential Rate with Pre-placement

Unit Definition: When a child photo-listed with MARE or in a Residential facility is placed into a prospective adoptive family home through a foster care placement to allow for a period of adjustment and supervision (prior to petition to place for adoption), the reimbursement for the appropriate rate shall be calculated based on the date the pre-placement began.

The MARE and Residential Rate will be applied when the signed documentation from the court (DHS 5308 or petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation is within 270 days of placing the child in the home for foster care services.

15) Unit Title: In-State Transfer Services

Unit Definition: The Contractor completes satisfactory services requested for pre-placement activities for a child under the supervision of the Contractor and referred for adoptive placement to another contractor or MDHHS local office. The MDHHS monitor for the foster care case shall define satisfactory services.

16) Unit Title: ICPC Existing Services – Michigan Case

Unit Definition: A child under the adoption services supervision of the Contractor is referred for adoptive placement through a private or public child placing agency in the state where the adoptive family resides, and the child has previously been placed with the family through Interstate foster/relative care prior to termination of parental rights and assignment of an adoption worker.

17) Unit Title: ICPC New Services – Michigan Case

Unit Definition: A child under the adoption services supervision of the Contractor is referred for adoptive placement through a private or public child placing agency in the state where the adoptive family resides, and the child has not been placed with the family through Interstate foster/relative care prior to termination of parental rights and assignment of an adoption worker.

18) Unit Title: ICPC - Case Referred from Other U.S. States

A child under the child welfare system of another ICPC participating state is referred to Michigan for adoption services through ICPC. DHS-3600 (for Adoption Services) is required from the local Michigan county.

19) Unit Title: Competing Parties

The rate paid on a competing parties' case in the following scenarios shall not fall below the "Baseline" rate category, unless a child placing agency has failed to act according to the timeframes outlined in policy.

- a) More than one party is interested at the same time in adopting a particular child or sibling group and is assessed by the contractor in one of the following formats: Preliminary Adoptive Family Assessment, BCAL 3130 Initial Foster Home/Adoption Evaluation, or DHS 612, Adoptive Family Assessment Addendum.
- b) Two or more parties had to be assessed to adopt a particular child or sibling group and were assessed by the contractor in one of the following formats: Preliminary Adoptive Family Assessment, BCAL 3130 Initial Foster Home/Adoptive Family Assessment Evaluation, or DHS612, Adoptive Family Assessment Addendum.

20) Unit Title: Recruited- Non-Photo-listed

The Contractor is eligible for the Recruited- Non-Photo-listed rate when an identified adoptive family assessed by the contractor is matched with a child assigned to another child placing agency and the child is not photo-listed with MARE. The eligible rate for the adoptive family agency is based on the number of days from the date the DHS-4809, Intent to Adopt is signed by the prospective adoptive family and the date of the

signed documentation from the court (DHS 5308 or petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation or the date of the Order Placing Child, whichever is earliest.

h. Adoption Training Payments

A payment will be made to the Contractor for each staff that completes adoption training and passes competency tests as required:

1) Completion of the Caseworker Training

Payment will be \$6,000.00 for completion of a MDHHS Pre-Service Institute training that includes a total of nine weeks of competency-based classroom and field training within 16 weeks of hire.

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

Payment will be a maximum of \$3,000.00, calculated on an actual cost reimbursement basis, for completion of the Office of Workforce Development and Training (OWDT)-CWC training. This training includes a minimum of five 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 a maximum of \$1,500.00, calculated on an actual cost reimbursement basis for completion of the Supervisor Training. This includes a minimum of one week of training within 90 days of hire/promotion if the supervisor passes the competency-based evaluation including the written exam through OWDT.

**All supervisors hired on or after January 1, 2017 must complete the Supervisor Training and pass the competency evaluation.**

4) Completion of the adoption Program Specific Transfer Training (PSTT) within six months of hire.

Payment will be a maximum of \$2,800.00, calculated on an actual cost reimbursement basis for completion of the adoption PSTT training. This training is the same as the Adoption Core Training for adoption caseworkers. If a supervisor has completed this training as a caseworker since April 1, 2006, the training does not need to be repeated. If a supervisor has not completed this training since April

1, 2006, they need to complete this PSTT Training within 6 months of hire.

- i. For all Contractor staff hired on or after May 1, 1998 attending required OWDT-PSI, PSTT, and supervisor training, MDHHS-OWDT 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 OWDT attendance. MDHHS-OWDT does not cover travel reimbursement for in-service training. Travel reimbursement shall be limited to lodging, mileage and parking and bridge toll with the following conditions:
  - 1) For each trainee who attends the training session, MDHHS shall reimburse the Contractor up to five nights (Sunday night thru Thursday night) 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 OWDT in advance for a travel exception for weekend lodging.
  - 2) For each mile of travel to an OWDT 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 one-time daily parking or continuous daily metered parking 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 OWDT web site for current reimbursement information for OWDT training at [http://www.michigan.gov/mdhhs/0,5885,7-339-71551\\_11120\\_74572---,00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-71551_11120_74572---,00.html)

#### Classroom Training Payment

- 1) The Contractor must submit a signed and dated agency letterhead memo attached to the payment request that includes the following information:
  - a) Worker name
  - b) Training, type, i.e. PSST, PSI etc.
  - c) Training dates (time span in training)

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- d) Amount of reimbursement requested.
  - e) A copy of the transcript reflecting the completion of the training for each adoption worker and supervisor covered by the payment voucher. This is required before accounting will issue payment.
  - f) Memo signed by senior management; not the individual who attended training confirming that 50% of the adoption workers adoption caseload will be children in the MDHHS foster care system.
- 2) The information must be submitted to:

[MDHHS-AdoptionandGuardianshipPayments@michigan.gov](mailto:MDHHS-AdoptionandGuardianshipPayments@michigan.gov)

Or by US mail to:

MDHHS, Adoption Program Office  
PO Box 30037  
235 S. Grand Ave., Ste. 514  
Lansing, MI. 48909.

#### Training Travel Reimbursement

- 1) The Contractor must submit:
- a) Certification letter on agency letterhead signed and dated by senior management to include:
    - i. Contractor Federal ID Number/SIGMA Vendor Number
    - ii. Exact trainee name as registered in the Learning Management System
    - iii. Exact class name
    - iv. Beginning and ending travel dates
    - v. Amount of reimbursement requested
  - b) OWDT travel expense worksheet or Contractor created travel expense sheet.
  - c) MapQuest printouts for each travel route. Submit the first page of the printout only – Page 1 – with total mileage traveled.
  - d) All original receipts.
  - e) Transcripts showing the training completed.

- 2) Please submit the above information by email to:

[MDHHS-OWDTtrainingvouchers@michigan.gov](mailto:MDHHS-OWDTtrainingvouchers@michigan.gov)

Or by US Mail to:

Ingham County MDHHS/OWDT  
Attention: Travel Reimbursement  
PO Box 30088

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5303 S. Cedar Street – Building 3  
Lansing, MI 48911

- j. The costs of all services provided under this Contract are included in the above rate(s) unless otherwise noted in this Contract.