

**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: RFCJJ xxx
Between
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES
And**

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

AGREEMENT SUMMARY			
SERVICE DESCRIPTION	Residential Foster Care Juvenile Justice (RFCJJ)		
GEOGRAPHIC AREA	Statewide		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
xxx	April 1, 2021	September 30, 2022	4
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION	\$		
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 Contract. The Contractor's signature certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.

FOR THE CONTRACTOR:

FOR THE STATE:

MICHIGAN DEPARTMENT OF HEALTH AND
HUMAN SERVICES

Contractor

Signature of Director or Authorized Designee

Print Name

Date

Signature of Director or Authorized Designee

Print Name

Date

Contract Number: RFCJJ xxx

Anticipated Total Contract Value: \$

This Contract will be in effect from April 1, 2021, through September 30, 2022. No Service will be provided and no costs to the state will be incurred before April 1, 2021.

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

1 PROGRAM REQUIREMENTS

1.1 Client Eligibility Criteria

a. Eligible Clients

Services provided by the Contractor under this Contract are limited to those youth and families for whom MDHHS can legally provide care and services and for whom MDHHS makes a State payment. This includes youth referred to MDHHS for care and supervision by court under MCL 400.55(h) or committed under 1974 PA 150.

Ineligible youth include non-offenders, abuse/neglect youth without a delinquency charge and status offenders (youth charged or adjudicated for AWOL, incorrigibility, truancy, minor in possession, runaway). Exceptions can only be made with the permission of the Children's Services Agency Executive Director.

A youth under the age of 18 who is currently placed or being assigned for residential intervention as a temporary delinquent court ward, supervised by MDHHS under MCL 400.55h and charged with an adult offense is eligible for placement or continuation of placement in a CCI.

A youth under the age of 18 convicted of an adult offense and sentenced as an adult, is ineligible for placement in a CCI.

A youth currently placed in a CCI that is charged as an adult on or after their 18th birthday is ineligible and must be moved to an alternate placement within 30 calendar days.

Youth committed under 1974 PA 150 after being convicted as an adult and sentenced as a juvenile may be admitted to and remain in a CCI until their 21st birthday unless they are charged as an adult on or after their 18th birthday. Upon being charged as an adult on or after their 18th birthday they are ineligible and must be moved to an alternate placement within 30 calendar days.

b. Determination of Eligibility

MDHHS must determine the youth and families' eligibility and document this in the Michigan Statewide Automated Child Welfare Information System (MiSACWIS) or Comprehensive Child Welfare Information System (CCWIS). The Contractor shall direct any questions on the eligibility of a youth to the Juvenile Justice Program Office.

1.2 Facility Assignments

The Juvenile Justice Assignment Unit (JJAU) must assign a youth to a Contractor based on the contracted Service Description. The Contractor must accept every assignment from the JJAU, unless otherwise indicated below.

The Contractor will receive an electronic notification from the JJAU via MiSACWIS/CCWIS that there is an assignment or wait listed youth.

a. JJAU Placement:

The Contractor must respond to the placement assignment in the MiSACWIS/CCWIS within five business days of receiving the electronic notification. When responding to the assignment, the Contractor must enter the Probable Admit Date in the MiSACWIS/CCWIS. The Probable Admit Date must be within ten calendar days of acceptance. If the Contractor cannot admit the youth within ten calendar days, the Contractor must notify JJAU and the youth may be assigned to another placement based on the needs of the youth and the timeliness of the next vacancy.

If the placement assignment is not acceptable to the court, or if the JJAU is provided with documents that eliminate the possibility of the youth being placed with the Contractor assigned by JJAU, the placement assignment will be withdrawn by JJAU. Depending on the individual situation, the JJAU will proceed according to the parameters provided by the referring/committing court and the JJS/Child Case Worker.

b. Placement Exception

If the placement requires an exception request approval from the MDHHS Division of Child Welfare Licensing (DCWL), the JJS/Child Case Worker

must make the exception request. If the exception request is approved and the placement is made, any extensions to that approval will be requested by the JJS/Child Case Worker. If an exception request is required, the Contractor must not admit the youth to their facility until the exception request is approved.

Exceptions must be required:

- i. For youth who are nonoffenders, abuse/neglect youth without a delinquency charge and status offenders (youth charged or adjudicated for AWOL, incorrigibility, truancy, minor in possession, runaway). Juvenile Justice Program Office must also approve for placement to occur,
- ii. If the admission would cause the number of MDHHS youth accepted in the program to exceed the number of youth allowed by the contract,

or
- iii. If the youth is outside the age range indicated on the approved JJAU Preferences.

A Contractor that provides services in a non-secure setting under this contract may indicate in MiSACWIS/CCWIS assignment “not accepted” if circumstances exist at their facility that would place the youth, other youth or staff’s safety at risk. The Contractor must provide a detailed explanation as to the circumstances that exist at the facility that prevents the Contractor from admitting the assigned youth based on safety concerns. Prior to doing so, the Contractor must make contact with the JJAU to determine if the concerns can be mitigated (See the [Juvenile Justice Assignment Unit No Reject/No Eject](#) frequently asked questions on the MDHHS public website under *Guides*). A refusal cannot be based on the youth’s diagnosis, acuity, criminal or sexual offender status, race, color, religion, national origins, sexual orientation, gender identity, linguistic or cultural needs, or previous negative outcomes or experiences with this youth.

If the non-secure Contractor is not able to make a decision about the safety of the youth, other youth or staff based on the information available in the MiSACWIS/CCWIS, the Contractor must contact the JJAU within one working day and request more information. Additional information may be forwarded to supplement the information in the MiSACWIS/CCWIS if necessary.

If the non-secure Contractor wants to interview the youth for an assessment to assist in making a safety decision prior to deciding to accept the youth for placement, the Contractor must contact the JJS within one

working day to interview the youth and/or family. The interview by the Contractor must occur at the current placement of the youth or other location agreed upon with the JJS/Child Case Worker.

If a non-secure provider does not accept an assignment based on safety and the Contractor has received any supplemental hard copy information, those documents are confidential and must be returned immediately to JJAU unless there is a request to retain them from the JJS or JJAU.

1.3 Admission Criteria

The Contractor must not admit a MDHHS-supervised youth without an assignment from the JJAU. It is understood by both parties to this Contract that the youth's needs must be met by the Contractor upon admission.

a. JJAU Assignment

An assignment is a placement where a youth's age, gender and indicated treatment need(s) align with the Contractor's Service Description and JJAU Preferences and the Contractor has a vacancy expected within the next seven calendar days.

The Contractor is required to contact the JJS/Child Caseworker within one business day of accepting the youth to make arrangements for admission.

b. JJAU Wait List

A youth may be placed on the Contractor Wait List if the JJAU would have assigned the youth to the Contractor, but the Contractor is reporting that there is no vacancy expected within the next seven calendar days. Upon receipt of the wait list notification, the Contractor must notify the JJAU of the expected waiting period for the next vacancy. The JJAU will notify the juvenile justice specialist of the wait list status. The court may wait or direct a new JJAU assignment.

c. JJAU Withdrawn

If the assigned Contractor is not acceptable to the court or if the JJAU is provided with documents that eliminate the possibility of the youth being placed with the assigned Contractor, the JJAU will withdraw the assignment.

1.4 Service Planning and Delivery

For all youth assigned to the Contractor for residential services on or after April 1, 2021, acceptance must be based on a recommendation from an independent assessor that a residential intervention program intervention is the least restrictive

setting in which they can be served. A youth may be assigned when ordered specifically to a secure residential facility without an independent assessment. In emergency situations, in accordance with a specific court order, or if an assessment has not been conducted prior to placement, the Contractor must cooperate with the independent assessor and the primary caseworker/agency responsible for placement to ensure the youth receives the required independent placement assessment within 20 days of placement.

1.5 Legal or Court Related

- a. MDHHS must not transfer legal responsibility for any youth to the Contractor except as provided herein.
- b. MDHHS must involve the Contractor, to the extent allowed by law, in matters relating to any legal or court activities concerning the youth while in the Contractor's care.
- c. The Contractor must ensure all directives and services ordered by the court are completed to the satisfaction of the court within the timeframes ordered.

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 must 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 MDHHS may require that the Contractor create reports or fulfill requests for information as necessary.

2.3 Geographic Area

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

2.4 Licensing Requirements and Number of Children in Care

- a. The MDHHS Division of Child Welfare Licensing (DCWL) is the licensing agency for Child Caring Institutions (CCI). 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 CCI must be established at a specific location.

- b. The Contractor must ensure that, for the duration of this contract, it will maintain a license for those program areas and services that are provided under this Contract. If the Contractor fails to comply with this section, MDHHS may terminate this Contract for default.
- c. The Contractor is licensed to provide service under this contract under the following license number: xxx
- d. At no time must the number of youth in care exceed the licensed capacity of the facility specified in the Contractor's license. On no day during this Contract period, may there be more than xxx youth in placement for whom MDHHS has the responsibility to make a State payment. MDHHS does not guarantee any minimum number of assignments or youth in care at any point in time. If the Contractor can admit more than the contracted number of youth (but not more than the licensed capacity), a Bed Cap Exception must be obtained through DCWL prior to placement.

2.5 Location of Facilities

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

xxx

2.6 Program Name and Statement

Program Name: xxx

Residential Program Type: xxx

- a. The Contractor must provide MDHHS with copies of its program statements for the program covered under this Contract. The program statement must comply with the requirements of MDHHS DCWL standards specific to the license listed in Section 2.4 above and with all federal laws related to the separation of abuse/neglect and juvenile justice programs.
- b. The Contractor must inform MDHHS of any programmatic changes that would require a revised program statement at any point during the term of this Contract and provide a copy of the revised statement to MDHHS.

2.7 Provider Numbers

MiSACWIS/CCWIS Provider Number: xxx

Contract Number: RFCJJ xxx

Bridges Provider Number: xxx

2.8 Credentials

- a. The Contractor must ensure that appropriately credentialed or trained staff under its control, including Contractor employees and/or subcontractors, must perform functions under this Contract.
- b. The Contractor must include persons with residential juvenile justice services lived experience (young adult, family members, etc.) on their Executive Board and/or on agency committees, and in programmatic decision-making where appropriate.

2.9 Compliance Requirements

- a. The Contractor must comply with requirements of MDHHS policies, including, but not limited to, Juvenile Justice Residential (JRM), Services Requirements Manual (SRM) and MDHHS policy amendments, including interim policy bulletins and linked policies.
- b. Throughout the term of this Contract, the Contractor must ensure that it provides all applicable MDHHS policy and MDHHS policy amendments (including interim policy bulletins) and applicable Administrative Rules to all applicable staff, contractors, interns and volunteers. The Contractor must ensure that they comply with all applicable requirements.

MDHHS policies, amendments and policy bulletins, are published on the following internet link: <https://dhhs.michigan.gov/olmweb/ex/html/>.

Administrative Codes are published at on the following internet link:

<https://ars.apps.lara.state.mi.us/AdminCode/DeptBureauAdminCode?Department=Health%20and%20Human%20Services&Bureau=All>

- c. The 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 identification or expression, sexual orientation, partisan considerations, or disability or genetic information that is unrelated to a beneficiary's eligibility or a person's ability to perform the duties of a particular job. This is supported by MDHHS policy bulletins APB 2020-013/APB 2020-20, Elliott-Larsen Civil Rights Act (ELCRA) and Executive Directive 2019-09. The policy and directive highlight staff and affiliates expectation of being proactive in identifying and eliminating barriers to our customers specific needs, ensuring there is no inequitable impact on any individual or group, so we may all achieve our highest potential.

The above statement applies to all MDHHS supervised youth, their families, and to all licensed and unlicensed caregivers and families that could potentially provide care or are currently providing care for MDHHS supervised youth receiving services in a MDHHS contracted residential intervention program.

- d. The Contractor must utilize the skills of engagement, assessment, teaming and mentoring in partnering and building trust-based relationships with families and youth by exhibiting empathy, professionalism, genuineness, and respect. Treatment planning must be from the family driven, youth guided perspective, clearly articulated and identified in the treatment plan. For youth without identified family, treatment planning must engage supportive adults involved with the youth.
- e. The Contractor acknowledges that it has waived any legal protections under MCL 722.124e, MCL 722.124f, and/or MCL 710.23g to decline to provide such services based on an assertion that to do so would conflict with the Contractor's sincerely held religious beliefs contained within its statement of faith, written policy, or other document adhered to by the Contractor.
- f. The Contractor must ensure compliance with all applicable provisions and requirements of the Dwayne B. v. Whitmer, et al., 2:06-cv-13548, Modified Implementation, Sustainability, and Exit Plan (as applicable).
- g. Throughout the term of this Contract the Contractor must maintain the capability to provide services 24 hours a day, 365 days a year as specified in the treatment plan for each youth accepted for care and his/her family.
- h. The Contractor must ensure compliance with all provisions of the Family First Prevention Services Act (FFPSA) of 2018 (H.R. 1892) and all requirements of the Qualified Residential Treatment Program (QRTP) established within the Act, and state law, MCL 722.11 and MCL 722.13(a).
- i. To be certified as a QRTP, the Contractor must be accredited by one or more of the following for the duration of the Contract:
 - 1) Council on Accreditation (COA)
 - 2) Commission on Accreditation of Rehabilitation Facilities (CARF)
 - 3) Joint Commission on Accreditation of Health Care Organizations (JCAHO)
 - 4) Education Assessment Guidelines Leading Towards Excellence (EAGLE)
 - 5) Teaching Family Association (TFA)
 - 6) Other non-profit accreditation organization approved by the US Department of Health and Human Services QRTP listing.

- j. The Contractor must submit the Chief Administrator Annual Assessment CWL-4607-CCI annually to MDHHS.
- k. The Contractor must implement an MDHHS-approved trauma informed practice model. The trauma informed practice model must be re-certified annually.
- l. The Contractor must be certified as QRTP compliant annually using the MDHHS-5999, Residential Foster Care Abuse Neglect (RFCAN) and Residential Foster Care Juvenile Justice (RFCJJ) Contract Qualified Residential Treatment Program (QRTP) Re-Certification.
- m. Once the population served by the contractor reaches above 50% adjudicated delinquent youth, the contractor must comply with all provisions of the Prison Rape Elimination Act (PREA) Juvenile Facility Standards, 28 CFR 115, and all related MDHHS policies. Compliance with PREA will be monitored by MDHHS and audits will be conducted as required by Department of Justice certified PREA auditors. Each agency operating one or more child caring institutions must have a PREA juvenile coordinator and must have a PREA compliance manager for each facility to provide onsite compliance with the standards and policies. The PREA juvenile coordinator and PREA compliance manager may have other duties assigned, but must have sufficient time and authority to develop, implement, and oversee agency efforts to comply. Contractors whose population is below 50% adjudicated delinquent youth need to provide monthly updates on youth demographics.
- n. The following individuals must be provided, without prior notice, access at any time to the Contractor's property to meet privately with youth:
 - 1) MDHHS Children's Services Agency Director or designee
 - 2) MDHHS case workers
 - 3) MDHHS Child Welfare Licensing consultants
 - 4) The youth's attorney or guardian ad litem

The Contractor must provide these individuals access to the Contractor's property, building(s) or part thereof, including the youth's sleeping room.
- o. A lack of MDHHS conducting contract performance monitoring and evaluation or failure of MDHHS to bring to the attention of the Contractor, a lack of compliance in fulfilling its obligations under this Contract, does not relieve the Contractor from its past, current or future obligations, nor penalty for failure to comply with this contract.
- p. The Contractor will uphold high ethical standards and is prohibited from:
 - 1) holding or acquiring an interest that would conflict with this Contract;
 - 2) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract;

- 3) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or
- 4) paying or agreeing to pay any person, other than employees and consultants working for Contractor,
- 5) any consideration contingent upon the award of the Contract.

Contractor must immediately notify MDHHS of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

q. Video Surveillance Equipment and Requirements

The Contractor must have a minimum of 15 video surveillance cameras in operation at the facility. The Contractor must maintain video surveillance of all common areas and utilize video surveillance to reduce blind spots in their facility. Common areas are defined as any area the youth may routinely occupy on facility grounds excluding sleeping areas, bathrooms, or areas where youth may receive individual, medical, dental, or mental health treatment.

Facilities will be required to maintain access to existing video surveillance footage for a minimum of 30 days. Constant rolling and motion triggered surveillance systems are both acceptable formats.

If the minimum video requirements are not met MDHHS reserves the right to move all MDHHS youth out of the program and terminate the contract.

r. Additional Compliance Provisions

The contractor must also comply with the provisions of:

- 1) 1984 Public Act 114, as amended being MC. 3.711 *et seq.*, Interstate Compact on the Placement of Children.
- 2) 1975 Public Act 238, as amended, being MCL 722.621 *et seq.*, Child Protection Law.
- 3) 1982 Public Act 162, as amended, being MCL 450.2101 *et seq.*, Michigan Nonprofit Corporation Act.
- 4) 1994 Public Act 204, as amended, being MCL 722.921 *et seq.*, Michigan Children's Ombudsman Act.
- 5) 1973 Public Act 116, as amended, being MCL 722.111 *et seq.*, Michigan Child Care Organization Act.
- 6) 1939 Public Act 288, Chapter X and XIA, being MCL 710.1 *et seq.*, Michigan Adoption Code and Michigan Juvenile Code.
- 7) 1984 Public Act 203, as amended, being MCL 722.951 *et seq.*, Michigan Foster Care and Adoption Services 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 USC 1901 *et seq.* and the Michigan Indian Family Preservation Act (MFPA), 2012 PA 565.
- 10) The Michigan Indian Family Preservation Act (MFPA), 2012 PA 565.
- 11) 1976 Public Act 453, as amended, being MCL 37.2101 *et seq.*, Elliott-Larsen Civil Rights Act.
- 12) Fostering Connections to Success Act of 2008.
- 13) Preventing Sex Trafficking and Strengthening Families Act, PL 113-183.
- 14) Social Security Act, 42 USC 671(a)(20).
- 15) 2017 Public Acts 246 through 255, Michigan Opioid Laws.
- 16) Rehabilitation Act of 1973, Section 504 Protecting Students with Disabilities.
- 17) Free Appropriate Public Education (FAPE) as per the Rehabilitation Act of 1973.
- 18) Individuals with Disabilities Act (IDEA).
- 19) Youth Rehabilitation Services Act, 1974 PA 150.
- 20) Prison Rape Elimination Act of 2003, National Standards for Juvenile Facilities.

2.10 Services to be Provided

a. Trauma Informed Practice Model

- 1) Services provided under this Contract must be trauma informed and be evidence-based, evidence-informed or identified as a promising practice to effect optimal outcomes.
- 2) A juvenile justice trauma-informed approach understands and recognizes that youth in juvenile justice have experienced complex trauma, which can significantly harm individual and familial development.
- 3) The Contractor must educate parents and caregivers on the potential developmental impact of trauma.
- 4) The Contractor must screen youth and families for trauma based on requirements in this contract if a trauma screening and/or trauma assessment has not been completed.
- 5) The Contractor must refer or provide clinical trauma assessments as necessary, collaborate with mental health providers to link youth to evidence-based and supported trauma services, develop resiliency-based case plans and recognize the necessity of building

workforce resiliency both at the individual staff and organizational levels.

b. Primary Focus – Inclusion and Involvement

- 1) The Contractor must ensure the primary focus of residential intervention is to engage and support family members, caregivers identified permanent connection to ensure youth can live in the community successfully. The Contractor must build a workforce committed to the importance of permanency and the value of youth residing with family.
- 2) The Contractor must be responsible for collaborating in establishing permanence for the youth. Contractors must collaborate with the primary caseworker/agency, to identify and engage appropriate family members, caregivers, and permanent connections unless doing so would be harmful in the treatment of the youth. The Contractor must demonstrate practices that ensure youth and family permanency connections.
- 3) For youth with no identified permanent family and connection the primary focus will be on permanency.
- 4) Services must be delivered according to each youth and family's assessed needs. Interventions must be aligned with the identified needs and desirable outcomes; particularly those identified by the youth and by the family.
- 5) Resources for evidence-based, evidence-informed interventions and promising practices for engaging and supporting families and supporting youth can be found on the websites listed below, and in other best practice overviews:
 - Building Bridges Initiative (BBI); www.buildingbridges4youth.org
 - American Academy of Pediatrics; www.2.aap.org/commpeds/dochs/mentalhealth/KeyResources.html
www.aap.org;
 - SAMHSA's Evidence-Based Practices Resource Center; www.samhsa.gov/ebp-resource-center;
 - California Evidence-Based Clearinghouse for Child Welfare; <https://www.cebc4cw.org/>;
 - The National Child Traumatic Stress Network; www.NCTSN.org
 - American Academy of Child and Adolescent Psychiatry (AACAP); www.aacap.org;
 - Washington State Institute for Public Policy; <http://www.wsipp.wa.gov/BenefitCost?topicId=1>.

c. Residential Intervention

- 1) The Contractor must ensure that each youth in its care must be provided with the elements of residential intervention outlined in the MDHHS DCWL Child Caring Institution standards specific to the license listed in Section 2.4. of this Contract.
- 2) The Contractor must incorporate normalcy activities into residential programming such as activities that a youth/family in a community setting would have the ability to participate in. These activities must comply with the Reasonable and Prudent Parent Standard to help youth and families develop skills essential for positive development.

The Reasonable and Prudent Parent Standard is characterized by careful and sensible parental decisions that maintain a youth's health, safety, and best interests while at the same time encouraging the youth's emotional and developmental growth. The Contractor must use the standard when determining whether to allow a youth to participate in extracurricular, enrichment, cultural, and social activities. The Contractor must reference DHS-5331 to assist in determining the appropriate level of approval for such activities.

- 3) A youth must not be moved from one residential treatment program or facility to another without going through the JJAU placement process. The Contractor must continue residential services for the youth and the youth's family until:
 - Release is approved by the court; or
 - MDHHS approves another placement.

Disruption of, or non-cooperation in the program is not a sufficient reason for the Contractor to request a change in placement.

d. Co-Located Residential Treatment Programs

Youth must not be moved from one residential placement or program to another, even within the same campus area without going through the JJAU placement process. A new JJAU Placement Referral is required to be completed in MiSACWIS/CCWIS when a youth will remain with the same provider, but permission has been given by the court to release the youth to a new placement or program with a different Service Description (for example, mental health and behavior stabilization to general residential), a change in rate, and/or security level. Information must be used from visits with the youth, treatment

team and treatment plans to collaborate with the juvenile justice specialist to ensure that a youth is benefitting from treatment.

e. Maximum Benefit Reached

When a youth does not benefit from or has reached maximum benefit, the residential treatment staff is responsible for meeting with the juvenile justice specialist to resolve the issue. If the issue cannot be resolved, the residential treatment staff is responsible for seeking resolution through consultation with the facility director and the juvenile justice specialist supervisor; and if necessary, with the child welfare licensing consultant for the facility. See the [Juvenile Justice Assignment Unit No Reject/No Eject](#) frequently asked questions on the MDHHS public website under *Guides*.

f. Screening and Assessment:

The Contractor must be trained in and utilize the screening and assessment tools as required and within the timeframes identified by MDHHS Juvenile Justice Residential (JRM) policy manuals.

g. Treatment Plans

The Contractor must conduct individualized youth treatment planning in accordance with JRM 201, Residential Treatment Plans, Reentry Plans and Release Reports and linked policies.

h. Staffing

The Contractor must provide sufficient staff who are trained to provide and consistently demonstrate effective youth engagement that encourages youth to be empowered, educated, and given a decision-making role in the care of their own lives while creating a safe environment to adequately fulfill the terms of this Contract. The Contractor will recruit and employ a diverse staff reflective of the Contractor's client population.

The Contractor must designate individual(s) trained in making decisions using the reasonable and prudent parent standard and who are authorized to consent to the youth's participation in activities. A designated individual(s) must be onsite to exercise the reasonable and prudent parent standard. The designated individual must take reasonable steps to determine the appropriateness of the activity in consideration of the youth's age, maturity, and developmental level. The designated individual(s) is to consult with social work or treatment staff members who are most familiar with the youth at the residential program in applying and using the reasonable and prudent parent standard.

1) Youth Care

Youth care is defined as those activities necessary to meet the daily physical, social and emotional needs of the youth. Specific direct care staffing ratios are defined within each program category within Attachment A.

The Contractor must:

- a) Provide a minimum of a half-time (.5 FTE) Educational Specialist position for every eight youth.

The Educational Specialist must have a bachelor's degree in human services or education.

- b) Assure the availability, within 10 minutes, of on-call Contractor support staff or contracted staff for emergency assistance at all times.

2) Staff Education and Experience Qualifications

- a) All program staff must possess the minimum qualifications before working with youth outlined in Child Caring Institution Administrative Rules and MDHHS policies.

- b) Therapy must be provided by one of the following who is trained/certified in evidence-based trauma informed treatment:

- i. Licensed Master's Level Social Worker
- ii. Licensed Master's Level Counselor
- iii. Limited License Master's Level Psychologist
- iv. Licensed Psychologist, Ph.D.
- v. Limited License Master's Level Counselor or Limited License Masters Level Social Worker under the supervision of a Licensed Counselor or a Licensed Masters Level Social Worker, Licensed Psychologist, PhD, or Psychiatrist.
- vi. Psychiatrist trained to work with youth and families; Board Certified in Child/Adolescent Psychiatry is preferred.

If therapy services are subcontracted, the Contractor must ensure the subcontracted provider has the appropriate credentials outlined in this Contract in addition to training, experience and a conceptual approach to youth and families consistent with the intent of this contracted service.

3) Staff Training Requirements

The Contractor must choose a training practice model that fully operationalizes the values of family-driven, youth-guided, trauma-informed, permanency, strong involvement with home communities, and culturally and linguistically competent care.

The training model must have an urgent focus on permanency practices and engaging and working with youth and families in their homes and communities towards successful and sustained reunification.

The Contractor must provide training in accordance with licensing rules, Prison Rape Elimination Act, JRM 170, Staff Development and Training and SRM 103, Staff Qualifications and Training and any policies referenced or linked therein.

a) All program staff will be trained to serve as a role model for mentoring appropriate social skills, emotional self-regulation, setting appropriate boundaries, prioritizing needs, negotiation skills, accessing local resources, hygiene and grooming preparation, food preparation and anger management.

b) All program staff must be provided with quarterly trauma-focused program training to maintain a trauma-informed milieu and treatment environment. Trauma-focused programming must be based on an evidence-based, evidence-informed or promising practice treatment model.

i. Restraint and Seclusion:

The Contractor must implement strategies to prevent, reduce, and eventually eliminate the use of restraint and seclusion, and promote cultures of care that are family-driven, youth-guided, trauma informed and responsive, and culturally and linguistically competent.

The Contractor must follow JRM 610, Youth Restraint, JRM 630, Seclusion, JRM 510, Reporting Unusual Incidents, JRM 530, Incident Reports, JRM 530A, Incident Review and any policies linked within those items.

j. Reporting

Critical Incidents

1) The Contractor must document any incidents required by Mich Admin Code, R 400.4150 and MDHHS policies in MiSACWIS/CCWIS, including, but not limited to:

a) Death or Suicide.

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- b) Attempted Suicide.
 - c) Serious injury or illness requiring inpatient hospitalization.
 - d) Behavior resulting in contact with law enforcement.
 - e) Corporal Punishment.
 - f) Physical Restraint.
 - g) Mechanical Restraint
 - h) Seclusion.
 - i) AWOLP/Escape.
 - j) Allegations of sexual abuse or sexual harassment.
- 2) The Contractor must notify all appropriate parties as required by Mich Admin Code, R 400.4150 and MDHHS JRM policies:
- a) Licensing consultant.
 - b) MDHHS juvenile justice specialist.
 - c) Non-MDHHS state or local governmental agency.
 - d) Parent(s)/Legal Guardian(s).
 - e) Law Enforcement.
- 3) The Contractor must comply with all requirements of the Crime Victim's Rights Act, 1985 PA 87, as amended, known as Victim's Rights law (MCL 780.751 to 780.828, as amended) and MDHHS Juvenile Justice Residential Policy Item JR5 502, Victim Notification. When a Contractor has a resident for whom there is a "Victim Notification" requested by the court or victim, the Contractor must document the victim notification request and contact information in the MiSACWIS/CCWIS and the Contractor has the responsibility for victim notification per Crime Victim's Rights 1985 PA 87, as amended. The Contractor will use the Victim Notification format in the MiSACWIS/CCWIS and document all notifications required in the MiSACWIS/CCWIS.
- 4) The Contractor must maintain youth case record in accordance with the administrative rules for Child Caring Institutions, Mich Admin Code-R 400.4101-4666 and must be responsible for maintaining an up-to-date electronic case record for juvenile justice MDHHS-supervised youth in the MiSACWIS/CCWIS system including, but not limited to:
- a) Admissions (Mich Admin Code R 400.4152).
 - b) Youth Property (Mich Admin Code R 400.4125).
 - c) Demographic information for the youth and case members.
 - d) Visitation Plans (Mich Admin Code R 400.4122, 400.4124).
 - e) Grievances (Mich Admin Code R 400.4132).
 - f) Social Work Contacts.
 - g) Clinical Case Notes.
 - h) Treatment Plans and Release Reports (Mich Admin Code R 400.4155-400.4156).

- i) Assessments and Assessment Scores.
- j) Medication Administration.
- k) Informed Consent for Psychotropic Medication.
- l) Medical, Dental and Mental Health Diagnosis and Treatment (Mich Admin Code R 400.4142-400.4147).
- m) Education (Mich Admin Code R 400.4123).
- n) Victim Notification and Victim Rights Request.
- o) Incident Reports (Mich Admin Code R 400.4150).
- p) Youth Transport (Mich Admin Code R 400.4139-400.4141).
- q) Release Outcomes Reporting.
- r) JJAU Preferences.
- s) Shift Logs.

5) The Contractor must maintain an accurate report of the number of vacancies expected within the next seven calendar days in the MiSACWIS/CCWIS. The vacancies must be updated at least every seven calendar days.

6) Secure facilities that have licensed detention beds must submit an Office of Juvenile Justice and Delinquency Prevention (OJJDP) Monthly Report on the prescribed template by the 15th of each month for the previous month's activity. The submission must be made via the following link located on the Michigan Committee on Juvenile Justice's Website.

<https://michigancommitteeonjuvenilejustice.com/data-reporting/monthly-reporting.html>

7) The Contractor must upload a photo of the youth to MiSACWIS/CCWIS taken at the time of admission. The Contractor must ensure this photo is replaced with a new photo annually in MiSACWIS/CCWIS.

k. Transitional and Release Planning

Transition and reentry planning must begin at the time of admission, and in accordance with JRM 207, Reentry Planning and Preparation. The JJS must develop the DHS-738, Reentry Plan in collaboration with the Treatment and Transition Team in accordance with JJM 431, Reentry Services. Discussions relating to the development of the plan will include services the youth identifies for themselves, needed supports identified by the family, consideration regarding a referral to CMH for Wraparound up to 180 days prior to discharge, and formal and natural community supports to link the youth and family to prior to discharge. The youth's reentry plan along with an estimated release date must be included in each youth's/family's treatment plan. The youth's/family's reentry plan will include the level of care projected to be needed at release. The plan will include

recommended services, transfer of information (e.g., medical records, mental health records, etc.) and a graduated visitation schedule; an extended plan to spend time together as a family or with supportive adults.

The Contractor must ensure the youth's/family's reentry plan is reviewed and updated during monthly Treatment and Transition Team meetings as required by JRM 207, Reentry Planning and Preparation.

I. Treatment and Transition Team Meetings

Upon admission, the Contractor must coordinate with the primary caseworker responsible for placement, the family and the youth to identify members of the youth's treatment and transition team for ongoing participation in permanency planning in accordance with JRM 207, Reentry Planning and Preparation.

m. Legal or Court Related

1) The Contractor must cooperate with the primary caseworker/agency responsible for placement of the youth in matters relating to any legal or court activities concerning the youth. These activities may include, but are not limited to:

a) Transportation of the youth to and from court hearings.

- i. Supervision of the youth during transport or while present at the hearing.
- ii. Court testimony, recommendations, and reports to the court as requested by the court.

b) Safety of the youth must always be a priority concern when considering the youth's transportation needs. If determined that a youth is presenting safety concerns and is unable to be safely transported to a court hearing, the Contractor must immediately notify the youth's attorney and the primary caseworker/agency responsible for the youth's placement.

n. Absent Without Legal Permission/Escape

The Contractor must have a clearly defined process for determining when a youth is AWOLP/Escaped from the placement following the requirements of JRM 501, Escape Response and related/link policies. It is imperative that the Contractor and primary caseworker/agency communicate regarding any service needs when a youth has been AWOLP and was reported as being human trafficked consistent with SRM 300, Human Trafficking of Children, and the MDHHS Human Trafficking of Children

Protocol. The Contractor must follow the reporting requirements and the timeframes established in JRM 501 and related/linked policies.

o. Independent Living Preparation

Independent living preparation is defined as a comprehensive and coordinated set of activities that will assist all youth in preparing for a state of independence or self-sufficiency in areas of housing, employment, financial and personal care.

The Contractor must provide Independent Living activities for all youth aged 14 and older, consistent with the results of the Casey Life Skills Assessment, which must include but are not limited to: budgeting and money management; employment seeking skills; communication skills; relationship building; establishing health and hygiene; household maintenance and upkeep; educational assistance; preventive health services; parenting skills and accessing community services.

p. Individual or Group Therapy

The Contractor must provide at least weekly direct therapy services for each youth individually; group therapy can be used as an adjunct treatment. Individual and/or group therapy must be provided in accordance with the youth's treatment needs as identified in the youth's treatment plan.

q. Inclusion and Involvement of parents, other family members, or caregivers:

Families (including incarcerated parents) and placement caregiver(s) must be included as extensively as possible from the beginning of the admission process through reentry and aftercare. Families and caregiver(s) must be supported and involved in all aspects of the youth's/family's treatment and reentry planning. Family and caregiver(s) involvement must remain the center of the youth's programming. All services must be provided in a manner that ensures youth, families and placement caregiver(s) receive comprehensive, culturally competent interventions.

The Contractor must, in accordance with each youth's individual treatment plan:

- 1) Include the family (birth, relative, identified adult support and/or permanent caregiver) in the development of the treatment plan and specifically document the family's involvement in the treatment plan.
- 2) Provide a method to ensure the opportunity for daily contact between family and youth, when safe and therapeutically indicated for the youth to have contact with their family.

- 3) Provide family therapy to include children, parents, caregivers, or other supportive adults when appropriate and not already occurring through another provider. Provision of family therapy should be based on the youth and family permanency goals and treatment plans developed by the treatment team.
- 4) Provide transportation and flexible hours to meet the family's time schedule to facilitate the family's accomplishment of the treatment goals. Transportation is defined as any travel, including travel for family visitation, required by the youth or family for treatment purposes which occurs in the Contractor's geographic area to be served, that may not reasonably be provided by the parents or other funding source. The Contractor must coordinate/collaborate with the primary caseworker/agency responsible for placement to resolve transportation and location barriers. If the distance of a family from the agency is identified as a barrier, the Contractor must work with the family to create a plan to reduce the barrier to ensure ongoing family contact. The primary emphasis needs to be working with the family in their home and community.
- 5) Provide an identifiable area for family visits which offer privacy and comfort when it is safe and in the best interest of the youth to do so.
- 6) In collaboration with the primary caseworker responsible for placement, ensure weekly sibling involvement and visitation and other required sibling interaction as outlined in Juvenile Justice Residential JRM policy and provide supported intervention, based on the youth's treatment needs, to encourage and strengthen sibling relationships unless the primary caseworker indicates it should not occur.
- 7) Include a specific plan to address the family's needs, to assist the family in meeting the needs of the youth in placement, and to attain the family goals, as well as delineation of roles of the Contractor, assigned caseworkers, and family to accomplish these goals. The Contractor must coordinate with the primary caseworker responsible for placement to identify, recruit and prepare any identified family for eventual placement or involvement with the youth.
- 8) Withholding of family contact (in any form) as a method of discipline is prohibited.
- 9) Ensure the youth is present for identified special recruitment activities for youth available for adoption without an identified permanent family. If age appropriate, the youth must also be involved in adoption recruitment and planning activities. If there are safety concerns or other identified treatment concerns, the Contractor must consult with the assigned primary caseworker responsible for placement.

r. Religion and Cultural

- 1) The Contractor must respect the religious preference of the youth and his/her parent(s) or legal guardian and allow for participation in accordance with JRM 241, Religious Activities licensing rules.
- 2) The Contractor must ensure each youth is afforded opportunities to attend religious services or activities in the youth's religious faith of choice. The Contractor must arrange for or ensure reasonable means are provided for transportation of a youth to services or activities on or off-site. Safety of the youth must always be a priority concern when transporting and supervising youth.
- 3) The Contractor must not require or coerce a youth to participate in religious services or activities, must not discipline, discriminate against, or deny privileges to any youth who chooses not to participate. The Contractor must recognize and take into consideration the racial, cultural, ethnic and religious backgrounds of a youth when planning various activities or religious activities.

s. Education

- 1) The Contractor must ensure every youth is provided with appropriate educational services. Such services must be provided in accordance with the requirements set forth in the Juvenile Justice Residential JRM policy and MDHHS Division of Child Welfare Licensing standards for the license specified in Section 2.4 of this Contract, and as detailed in the Modified Implementation, Sustainability, and Exit Plan.

In addition, the contractor must:

- a) Collaborate with the youth's identified school to screen for possible educational disabilities; and if a disability is suspected, refer the youth for an Individual Education Program Team (IEPT) evaluation within the first 30 calendar days to assess, plan and place the youth in the most appropriate educational/vocational program.
- b) Request prior educational assessments within 30 calendar days of placement to assist in assessing the current educational needs. Documentation of diligence in requesting records must be included in MiSACWIS/CCWIS.
- c) Initiate an exit review of the educational plan, outlining educational needs, at least 30 calendar days prior to release and forwarded to the primary caseworker/agency responsible for placement.
- d) Assure that program staff is available to the school program in crisis situations to assist in managing the crisis or to call for assistance.
- e) Provide or arrange structured educational and/or vocational activities for youth suspended from or expelled from school, or who have passed their General Education Development (GED) test, (i.e.,

structured homework time, additional reading or writing activities, online educational programming, independent study assignments and independent living skills). This must include Free Appropriate Public Education (FAPE) to all students with disabilities.

- f) Take an active role in monitoring and maintaining school progress (including documenting a minimum of weekly contact with the school monitoring the youth progress) for youth whether or not they attend a structured school program. Interventions may include, but are not limited to, obtaining school assignments, monitoring completion of homework, supporting test preparation, capturing and reporting grades and test scores when and where available, and additional tutoring.
- g) Provide tutorial services to a youth, as necessary, based on the youth's Individualized Education Plan (IEP) or treatment plan. Tutorial staff must have appropriate educational credentials to provide tutorial services. Appropriate educational credentials are determined by the Contractor's Educational Specialist. Tutorial services must not be a substitute for special education and related services.
- h) Provide advocacy and service planning for youth that are expelled or suspended including actively engaging the youth's family in the advocacy and planning process.
- i) Comply with Michigan's Department of Education rules and requirements if they operate a school on the Contractor's ground.
- j) Whenever possible, maintain enrollment in the youth's school of origin.
- k) Assess the family's educational background and capacity to support the youth's education service needs and coordinate with the primary caseworker/agency to refer family members to relevant adult education programming, when appropriate.

t. Medical and Dental Care

- 1) The Contractor must assure that each youth receives routine and non-routine medical and dental care as required in MDHHS JRM Policy and the DCWL standards for the license specified in Section 2.4 of this contract. The Contractor must provide all medical and dental information to the assigned primary caseworker/agency responsible for placement to facilitate maintenance of the Medical Passport (DHS-221). In addition, the Contractor must assure that specific health care is provided, including:
 - a) Rehabilitative, physical, or dental procedures by medical personnel as necessary.
 - b) Utilization of enrolled Medicaid providers or a board-certified physician or dentist volunteering his/her time for health procedures.

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- c) Provision of medication as prescribed by a treating physician. Agency must have a Standard Operating Procedure for dispensing and storage of medication in accordance with JRM policy.
- d) Special diets provided as needed and regularly reassessed utilizing appropriate specialized personnel. Any youth who is determined to be obese/underweight must have a plan to address their weight, health and well-being.
- e) Registered or licensed nursing staff on-site and/or available 24/7. The nursing staff must be available within 60 minutes to the Contractor at all times. The Contractor may sub-contract the nursing services required in this Contract.

2) The Contractor must upload the above required examination reports and assessments to MiSACWIS/CCWIS within five working days of completion.

u. Wardrobe/Personal Possessions

The Contractor must assure that each youth has an adequate wardrobe as defined by and documented on the Clothing Inventory Checklist (DHS-3377) while in placement and upon leaving placement. Procedures must be established in accordance with JRM 260, Youth Property and Mich Admin Code, R 400.4125.

v. Recreation Activities

The Contractor must provide daily access to appropriate recreation activities as defined by Mich Admin Code, R 400.4136, MDHHS DCWL standards for the license specified in Section 2.4 of this Contract and MDHHS JRM 242, Recreation and related policies. Facilities must have a mechanism in place to ensure youth have an opportunity to go outside at least once per day except in exigent weather circumstances.

w. Behavioral Health Services

The clinical staff must be on-site and/or available 24 hours a day, 7 days a week. The clinical staff must be always available within 60 minutes to the Contractor. The Contractor must provide the following in accordance with the treatment plan for each individual youth. The costs of these elements may be billed to the youth's medical insurance provider if the service is covered. If not, the costs are to be covered by the per diem reimbursement rate:

1) Psychological Services

Psychological services are defined as various professional activities or methods, provided by a licensed Master Social Worker, licensed Professional Counselor, licensed psychologist, or a limited licensed psychologist, including therapy with youth individually or in groups, consultation with staff, administering and interpreting psychological tests and work with families.

- a) The Contractor must provide psychological services to an individual youth on an as needed basis, per the youth's Treatment Plan.
- b) The Contractor must provide psychological testing as necessary for assessment and treatment planning. Only professionals trained to administer and interpret psychological tests and whose license includes psychological testing in the scope of practice must be allowed to provide this service.
- c) The Contractor must provide psychological consultation to staff as necessary to assist staff in understanding the youth's background or needs, test results, implications for treatment and interventions most appropriate for the youth/family.

2) Psychiatric Services

Psychiatric services are defined as various professional activities or methods, performed by a licensed physician (except where noted in program specific services in Attachment A) with expertise in mental/behavioral health care as evidenced by:

- a) Certification in Child and Adolescent Psychiatry by the American Board of Psychiatry and Neurology (ABPN), or
- b) Certification in general psychiatry by the ABPN and clinical experience with children and adolescents.
- c) Services may include diagnostic assessment, individual psychotherapy with evaluation and management, medication review with minimal psychotherapy, individual or group therapy with the youth(s) and consultation with agency staff. Telepsychiatry may be used when a local psychiatrist is not available. If telepsychiatry is utilized the provider must follow general clinical guidelines for this technology. All services (in-person or telehealth) must be HIPAA compliant.
 - i. The Contractor must provide psychiatric services to an individual youth, on an as needed basis, according to the youth's treatment plan. The Contractor must engage the

parent(s), medical and educational staff and any other relevant individuals involved in the youth's treatment in the initial and ongoing evaluation process.

- ii. The Contractor must provide psychiatric consultation or supervision of Contractor staff as necessary to assist staff in understanding the results of the psychiatric evaluation(s), implications for the youth's treatment and identification of treatment interventions most appropriate for the youth.
- iii. Psychotropic Medication must only be prescribed or adjusted by a youth's psychiatrist or a psychiatrist with experience working with children and adolescent youth or the youth's primary care physician if a psychiatrist is not available via telepsychiatry. Proper informed consent must be obtained. The Contractor must follow JRM 381, Medication Administration and related policy items.
- iv. Within 24 hours of admission, a telephone call between the nursing staff of the accepting and referring programs (residential or hospital), at a minimum is to be held. The conversation must include:
 - a. A review and reconciliation of all medications.
 - b. The supply of medication that is accompanying the youth, including medications, prescriptions, or refills available to fill or transfer.
 - c. The overall health status of the youth, including current treatment and any diagnostic work up that will not be complete at the time of transition and any urgent needs.
 - d. A list of any ongoing laboratory or other monitoring required because of current treatment; for example, complete blood counts required for individuals taking clozapine.
- v. The receiving program will document the call as a social work contact in MiSACWIS/CCWIS.
- vi. Within 24 hours of the youth's entry to the receiving program, the nurse from the receiving program will reconcile the information documented during the nursing call and the transmission packet supplied when the youth comes to the program, contacting the referring program nurse to resolve any discrepant information. The reconciliation process will be documented in a nursing note.

- vii. When a youth is admitted from a community placement, the nurse from the receiving program will review the transmitted packet supplied on admission and resolve any discrepant information or questions with the nursing staff from the transferring program(s) by the first business day following admission. Any conversation/correspondence will be documented as a nursing note that will be kept in the youth's record.
- viii. Within 15 calendar days of the youth's admission, if necessary, the psychiatrist must assess the youth and coordinate with the licensed clinical personnel completing the psychosocial assessment. The psychiatrist must review the youth's medication history, current needs, and prescriptions. This includes adjustment of medications and dosage, as necessary.
- ix. After the first 45 calendar days of a youth's placement, the psychiatrist must review the youth's current medical and psychiatric needs and prescription or adjustment of medications and dosage, as necessary.
- d) The Contractor must have a protocol in place if a youth has attempted suicide or has known suicidal ideation. The protocol must include, but is not limited to:
 - i. Immediate determination of the youth's need for hospitalization or onsite safety planning.
 - ii. If the youth is admitted for inpatient psychiatric care, the youth must be seen within 7 days of inpatient psychiatric services discharge.
 - iii. Ongoing consultation with a psychiatric provider per youth's treatment plan.
- x. Transitional Service Following Release
 - 1) When a youth is transitioning out of the residential facility to any other place of care, the facility will provide a health packet 5 days prior to transition to the youth's new treatment team including the residential/shelter team (if applicable), psychiatric and primary care. This packet will include:
 - a) A complete list of the youth's medications including those used routinely and on an as needed (PRN) basis. This list must be generated from the medication administration record used to administer medications and must be reviewed and reconciled no more than 48 hours before release.

- b) A list of the medications supplied on release including (as applicable):
 - i. Prescriptions for medications sent with the youth (minimum 30-day supply).
 - ii. Prescription refills (minimum 30-day supply) available for transfer from the pharmacy at discharge.
 - iii. Medications supplied in packaging (minimum 30-day supply).
 - iv. If a youth is taking clozapine and the pharmacy will not dispense a 30-day supply, the prescription should include refills sufficient to provide a 30-day supply once Clozapine Risk Evaluation and Mitigation Strategy- required lab work is obtained/documented.
- c) Copies of psychiatric care documentation including the initial psychiatric evaluation, all medication review documents and any related documents, e.g., documented correspondence about psychiatric care.
- d) Copies of medical examinations including comprehensive (yearly) health examinations, and acute care visits.
- e) Copies of laboratory and all other diagnostic studies conducted while the youth was in the Contractor's care.
- f) Assessment documents including those conducted as part of the intake process, and any assessments conducted for the purposes of treatment planning.
- g) Initial and two most recent updated treatment planning documents from the residential intervention program.
- h) A statement for each youth receiving psychotropic medication, including the name of the youth's next treating psychiatrist/primary care physician, date of last medication review, date of last signed informed consent, date of medication review following discharge (within five days of release), and date the psychiatric information was provided to the next psychiatrist/primary care physician.
- i) The packet may be sent by fax to the appropriate recipients, or paper copies may be transferred by the caseworker or other person transporting the youth to the next placement. Document the transmission of the packet.
- j) When any youth is transitioning from one residential intervention program to another, within 24 hours of release, a telephone call between the nursing staff of the accepting and referring

programs (residential or hospital) at a minimum is to be held to discuss the items as listed in Section 2.10, w., 2), Psychiatric Services, c), iv of this contract.

- k) When a youth transitions from a residential program to a hospital (general medical or psychiatric), the nurse from the residential program will contact the hospital nursing staff (emergency department or floor/unit to which the youth is admitted) to coordinate care. This conversation must include:
 - i. A review and reconciliation of all medications.
 - ii. The overall health status of the youth, including current treatment and any diagnostic work up in progress at the time of transition.
 - iii. A list of ongoing laboratory or other monitoring required because of current treatment; for example, complete blood counts required for individuals taking clozapine.

- l) The Contractor's nursing staff will communicate with consulting physicians/health care providers (general health and psychiatric) within one business day of any of the following transition events:
 - i. From inpatient medical or psychiatric care to the residential program
 - ii. From the residential program to an emergency department for potential admission for medical or inpatient psychiatric care.
 - iii. From another clinical site to the residential program.

Note: If the youth is hospitalized in a medical or psychiatric hospital, it is expected that the youth would return to their residential care program once stabilized.

- m) The communication between the Contractor's nursing staff and consulting physicians/health care provides must include:
 - i. A summary of the nurse-to-nurse consultation.
 - ii. Status of the youth, including any concerns, e.g., level of alertness, side effects, ongoing diagnosis or treatment that will need attention/orders prior to psychiatric evaluation.
 - iii. Review of current medication supply/needs prior to scheduled psychiatric evaluation.

- n) The Contractor's nurse to consulting physician/health care provider communication can occur via direct phone call, voicemail to the consulting physician/health care provider, fax, or HIPAA-compliant email. The manner of communication will

be documented in the nursing note, as will any subsequent communication between the nurse and the consulting physician/health care provider.

- o) The communication will be documented by the Contractor as a Social Work Contact in MiSACWIS/CCWIS. The document will be kept in the youth's health record.

2) Planned and Unplanned Releases

The Contractor must provide the following transitional services to youth released from the program in planned and unplanned releases (see JRM policy for definition of planned vs. unplanned releases):

- a) Complete a reentry plan in MiSACWIS/CCWIS with the primary caseworker.
- b) Maintain communication and coordination with CMH or coordinate with the primary caseworker at least 180 days prior to discharge to make a referral to Community Mental Health (CMH) for assessment and case management/wraparound services and continue coordination with CMH until release. If the youth does not meet eligibility requirements for CMH services, maintain transitional psychosocial services until the youth is scheduled to attend an initial appointment with a community based psychosocial service provider. Document services needed to continue to meet the youth's needs and identified providers for such services to provide continuity of services.
- c) Assist with any interviews and documentation necessary for the Independent Assessor when release to another child caring institution has been agreed upon and approved by MDHHS and the court of jurisdiction.
- d) When maximum benefit has been reached and agreed upon between MDHHS and the Contractor and the youth poses an ongoing threat of harm to self or others, the Contractor may be approved to provide 1:1 staffing ratio. The approval for 1:1 staffing must be requested in writing on agency letterhead and emailed to the local DHHS Office and to the DCWL Department Analyst. The emailed request must be secured and encrypted to protect the youth's personal information.

2.11 Reentry/Aftercare Services

- a. Reentry/Aftercare services must be provided for each youth who received residential services contracted by MDHHS in accordance with JRM 207, Reentry Planning and Preparation and related policies.

Aftercare services must continue for a duration of 6 months post discharge and must be provided to youth who are discharged into a community setting; this excludes discharge to another CCI, adult foster care, shelter, hospital, detention, or jail.

Aftercare services are not required to be provided if the youth was in the contractor's care for 14 days or less, or if the independent initial assessment determines that the youth should be serviced in the community and that youth is discharged from the contractor's care within 30 days of entry.

- b. For families living outside a 90-mile radius from the facility, the Contractor may subcontract or partner with another agency who is in the family's community. If the family is outside of the 90-mile radius and services are subcontracted, the Contractor is responsible for ensuring the required services are being provided, the MDHHS-5931, Residential Aftercare Report, is completed and submitted to the caseworker and the Release Outcomes report is completed and submitted in MiSACWIS/CCWIS.
- c. The contractor may elect to employ a Family Transition Coordinator (FTC) that must be assigned to a youth's case prior to the youth being released from the program. The FTC may be the "designated individual" to exercise the Reasonable and Prudent Parent Standard and work in partnership with the family during the intervention.

At a minimum, the FTC must have a bachelor's degree in a human services field from an accredited university. The Family Transition Coordinator must receive supervision from a clinical supervisor with demonstrated commitment to permanency and children living with families in their homes and communities, who incorporates family-driven care in practice and staff skills, and who has, or obtains advanced clinical skills in a specific family engagement evidence-based, evidence-informed practice such as Functional Family Therapy (FFT), Multi-Systemic Therapy (MST), or Motivational Interviewing (MI)

- d. In order to facilitate quality aftercare services, the Contractor must maintain community involvement, facilitate ongoing youth and family voice and choice, and transition/permanency planning. The Contractor must demonstrate a strong commitment to achieving permanent connections for every youth to ensure permanency and a broad family/community support network is in place for each youth served.

Permanency planning ensures regular contact between youth, families, siblings, and significant adults.

The Contractor must collaborate with CMH, other community providers, family members, JJAU staff and primary worker/agency to partner in meetings such as treatment and transition team meetings, conducting ongoing relative search efforts, and identifying mentors for the youth and the family.

e. Service Levels

- 1) Level 1: Level 1 reentry/aftercare services to be provided when the youth has services being provided in the home by Community Mental Health (CMH) or Prepaid Inpatient Health Plan (PIHP) or other services approved by MDHHS juvenile justice program office.

The Contractor must:

- a) Be responsible for assessing the youth and family for any needs that are not being covered through community-based services and coordinating with the primary caseworker to ensure the appropriate referrals are made.
 - b) Participate in CMH wraparound meetings or other treatment teams, if appropriate.
 - c) Maintain regular, minimum of monthly, contact with the CMH or other service provider for updates on the youth.
 - d) Ensure initial contact with the youth/family is completed within five business days of release from the facility.
 - i. Two contacts must be made within the first 30 days post release.
 - ii. One contact per month must be made for the remaining months.
 - e) Assist the youth in:
 - i. Locating, obtaining and/or maintaining community-based housing.
 - ii. obtaining and/or maintaining employment and/or enrolling in school (secondary or post-secondary) or post-secondary vocational training program in accordance with the youth's needs and goals.
-
- 2) Level 2: Level 2 reentry/aftercare services to be provided when the youth does not have services provided by CMH, another plan, or a service approved by MDHHS juvenile justice program office.

The Contractor must:

- a) Be responsible for assessing the youth and family any needs that are not being covered through community-based services and coordinating with the primary caseworker to ensure the appropriate referrals are made.
- b) Provide crisis on-call services.
- c) Provide therapeutic/psychiatric services as identified by the youth's treatment plan. Telehealth may be used for this service.
- d) Offer activities, classes, or other programs for the youth and the family to participate in.
- e) Assess the need for CMH or other community-based services and assist with facilitating services.
- f) Ensure initial face to face contact with the youth/family is completed within five business days of release from the Contractor's care.
 - I. Face to face contact must be made weekly for the first 30 days post release.
 - II. Face to face contact must be made twice a month for the second month post release.
 - III. Face to face contact must be made monthly for the remaining months.
 - IV. Face to face contacts may be made by the FTC or therapist.
- g) Assist the youth in:
 - I. Locating, obtaining and/or maintaining community-based housing.
 - II. obtaining and/or maintaining employment and/or enrolling in school (secondary or post-secondary) or post-secondary vocational training program in accordance with the youth's needs and goals.

f. Assessments and Reports

The Contractor must complete the MDHHS-5931, Residential Aftercare Report, at 30, 90 and 180 days after a youth's release from the facility. All reports must include any clinical assessments and treatment goals. The reports are due to the primary caseworker no more than 15 days after completion.

2.12. Program Performance Objectives

During the contract period, the Contractor will be responsible for tracking performance objectives using the CCI Dashboard. In addition to the performance objectives below, other performance objectives may be developed by MDHHS in collaboration with the Contractor:

Performance Indicators:

To track progress toward achieving our goals for supporting youth to live in the community successfully and assess success of services, MDHHS will monitor a set of performance indicators that may include, but are not limited to:

- a. Safety indicators:
 - i. Percentage of youth in care experiencing physical restraints each month
 - ii. Number of physical restraint incidents per month
 - iii. Number of MIC investigations in last 12 months (currently open plus substantiated over previous 12 months)
 - iv. PREA audit and monitoring
- b. Well-being indicators:
 - i. Number of youth in care with greater than 6 months stay in current facility
 - ii. Percentage of youth discharged to a community placement within 182 days
 - iii. Number of youth exiting to community last month
- c. Permanency & Stability:
 - i. Number of youth moving to another residential program last month
 - ii. Number of youth who have moved from secure to non-secure RFCJJ Contract
 - iii. Number of youth who have moved from non-secure to secure or hospitalization
 - iv. Percentage of youth re-entering residential programs within 6 months of exiting to community-based setting
 - v. Number of youth remaining in a community placement following aftercare services.
- d. Entries and Exits:
 - i. Number of new intakes (including entries from another residential program) each month
 - ii. Number of exits (all exits, including community-based settings, other residential intervention, hospitalizations, AWOLPs, age outs)

MDHHS will work with the Contractor to further develop this measurement framework to ensure appropriate metrics are tracked for specific programs and sub-populations. MDHHS is especially interested in monitoring trends in performance over time, with the goal of continuous improvement against these metrics.

MDHHS reserves the right to request/collect other key data and metrics from contractors, including client-level demographic, performance, and service data. The contractor shall make reasonable efforts to collect additional data related to performance as requested by MDHHS and shall

be expected to collect and share data with MDHHS according to the format, frequency, and submission protocol specified by MDHHS.

Requested data may include but not be limited to aggregate and individual-level information on:

- a. Youth referred for services, enrolled in services, and discharged from services
- b. Activities undertaken by the Contractor to provide high-quality treatment to meet youth needs (including youth participation in treatment, findings of assessments completed during services, provision of or referrals to aftercare services)
- c. Activities undertaken by the Contractor to support youth & family engagement (including youth contacts with family and other supportive individuals, family participation in youth-related treatment and other activities, staff attendance at FTMs)
- d. Youth outcomes during service delivery and following discharge
- e. Utilization and spending against contract value

MDHHS reserves the right to revise the scope and array of requested data and metrics to be collected by the contractors.

Meetings:

Regular reviews of and conversations around program performance, program results and program data, particularly related to the goals outlined in this Contract, will be held between MDHHS and the Contractor to employ real-time information to track performance, identify good practice, and address any challenges experienced on the ground.

At such meetings, the Contractor shall work with MDHHS in good faith on planning and executing improvement strategies reviewed and discussed in areas that may include but not be limited those described below. The parties will review data and reports to:

- a. Monitor progress, highlight accomplishments, and identify concerns
- b. Share effective practices for continuously improving processes and outcomes
- c. Develop strategies to improve service delivery and coordination between services

Periodic meetings may take place according to a schedule to be established by MDHHS, with reasonable notice provided for the Contractor.

Meetings shall include, at least, the MDHHS Director of the Bureau of Out-of-Home Services, or designee, and the contracted agency's chief executive officer, or designee. Each party may be represented by

additional representatives as such party deems appropriate. MDHHS may request the attendance of additional parties as it deems appropriate. Representatives from the Contractor will attend all meetings as requested by MDHHS. Meetings may take place individually or jointly with other contractors.

2.13 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, ongoing concern, financial statement misstatement, or accounting irregularities, including noncompliance with provisions of this Contract.

2.14 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 Exception 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 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 Exemption Notice 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 Exemption Notice 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

- 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) 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.

2.15 Cost Reporting

The Contractor must 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 must 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 youth are not to be included. Reports will be submitted using a template provided by MDHHS. The financial reports must be submitted annually, and will be due December 15th 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 must be submitted electronically to MDHHS-Foster-Care-Audits@michigan.gov with the subject line: RFCJJ 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) until the required filing is received by the Department. MDHHS may retain withheld funds as a penalty if delinquency reaches sixty (60) days past due. MDHHS may terminate the contract if the Contractor is ninety (90) days delinquent in submitting the required annual financial cost report.

2.16 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.

2.17 Private Agency MiSACWIS/CCWIS

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

2.18 Billing

The Contractor must submit through the MiSACWIS/CCWIS system the bi-weekly roster for any youth in the Contractors care per the instructions within the MiSACWIS/CCWIS system. The billing must only indicate the units of service provided by the Contractor and must 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 one year after the close of the two week billing period during which services were provided must be honored for payment.

When the Contractor's financial records reveal that payment for a youth has not been provided by MDHHS within 30 days of receiving all necessary documentation, the Contractor will seek payment resolution by contacting the direct supervisor of the assigned MDHHS worker in writing. Any concerns over a payment authorization or issuance that cannot be resolved within 30 days of the written notice must be reported to the MDHHS County Director for

immediate resolution. The Contractor will apprise MDHHS Federal Compliance Division of any ongoing, unresolved payment concerns.

2.19 Fees and Other Sources of Funding

- a. The Contractor guarantees that any claims made to MDHHS under this Contract must 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.
- b. 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 must deduct these fees from billings to MDHHS.
- c. Other third-party funding sources, e.g., insurance companies, may be billed for contracted client services. Third party reimbursement must 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.

2.20 Recovery of Funding and Repayment of Debts

a. Recovery 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 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, or upon any other awareness of an overpayment to the Contractor, the Contractor must make payment directly to MDHHS within 30 days or MDHHS may withhold future payments made under this or any other contract(s), 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 must constitute grounds to terminate immediately any or all of MDHHS' contracts with the Contractor. MDHHS must 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

By entering into this Contract, the Contractor agrees to honor all prior repayment agreements established by MDHHS with the Contractor or Contractor's predecessors. In the absence of a repayment agreement 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 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 Contract is executed.

2.21 Child Protection Law Reporting Requirements

- a. The Contractor must ensure that all employees who have reasonable cause to suspect child abuse or neglect must report any suspected abuse or neglect of a youth in care to MDHHS for investigation as required by Public Act 238 of 1975.
- b. Failure of the Contractor or its employees to report suspected abuse or neglect of a youth to MDHHS must 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 must result in a review of the contract agency's violations by a designated Administrative Review Team, which must include the Director of CSA or designee and the Director of DCWL or designee or its successor agency, that must consider mitigating and aggravating circumstances to determine the appropriate corrective action up to and included license revocation and contract termination.

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 and develop an Agency Focus Plan.
- b. Achieve compliance within 60 days of receipt of MDHHS' approval of the Agency Focus Plan (unless other time frames are agreed to in writing by MDHHS) or MDHHS may terminate this Contract, subject to the standard contract terms.

2.23 Criminal and Children's Protective Services Background Checks

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 adult working in the Child Caring Institution as an employee, subcontractor, subcontractor employee, volunteer, or intern:

- a. A pre-employment screening and prior to any promotion to ask:
 - 1) Have you ever sexually assaulted someone, including in a prison, jail, lockup, detention, community confinement facility, juvenile facility, or other institution?
 - 2) Have you been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion or if the victim did not consent or was unable to consent or refuse?
 - 3) Have you been civilly or administratively adjudicated to Have engaged or attempted to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse?
 - a) Have you answered these questions truthfully and to the best of your ability?
 - b) Make best efforts to contact all prior institutional employers for information on substantiated allegations of sexual abuse or any resignation during a pending investigation of an allegation of sexual abuse.
- b. Consideration of any incidents of sexual harassment in determining whether to hire or promote anyone, or to enlist the services of any contractor, who may have contact with youth.

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- c. 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>.

- d. A Central Registry (CR) check.

Information about CR can be found at http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331--,00.html

- e. A Children's Protective Services confirmed case background check.

A clearance shall be completed prior to the hiring of an individual to provide services within this contract. Prior to hire, the Contractor shall submit a request to clear any new employee, subcontractor, subcontractor employee utilizing the CWL-4624 form. This form must be submitted to MDHHS-LASO-DCWL@michigan.gov. The results of the clearance will be returned to the Contractor.

The Contractor must have a written policy that requires employees to notify the Contractor when the employee has a Children's Protective Services' investigation in which the employee was found to have a confirmed case of child abuse or neglect, regardless of whether the employee's name was placed on the Central Registry. The Contractor shall notify MDHHS, in writing, of the confirmed case within one business day.

The Contractor shall ensure the policies are implemented for the agency pertaining to adherence to the Central Registry changes. The policies at minimum shall include the following provisions:

1. All applicants are required to disclose CPS case history where the applicant was found responsible for the abuse or neglect of a child regardless of whether the case resulted in placement on CR. The applicant must provide a written narrative describing case/s as well as explanation of changes the individual has made to mitigate their previous actions.
2. All employees are required to disclose CPS cases where the employee was found responsible for the abuse or neglect of a child

regardless of whether the case resulted in placement on CR immediately but no later than the beginning of the next business day after receiving notice. It is the employee's responsibility to immediately communicate this information to their immediate supervisor and the applicable Human Resources (HR) department. The employee must provide a written narrative describing the case details as well as an explanation of changes the individual has made to mitigate their previous actions.

A staff member or unsupervised volunteer who has been confirmed by the department as a perpetrator of abuse or neglect that does not result in a central registry placement, shall not have contact with children until the appropriate entity has reviewed the CPS history, in addition to the current confirmation, and determines the staff member or unsupervised volunteer does not pose a substantial risk to children.

- f. 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.

- g. 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.
- h. 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.

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- i. Upon request, Contractor must perform criminal and CPS background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.

2.24 Ordering

The appropriate authorizing document for the Contract will be the executed Master Agreement.

3. MDHHS RESPONSIBILITIES

3.1 Payment

- a. MDHHS must 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."
- b. Per Diem Unit Definition: One unit equals the initial calendar day of placement of a referred child or any 24-hour period thereafter where a child is receiving basic supervision and care, and any specialized services as defined by this Contract. The last day of a child's placement must not be counted as a unit.
- c. The Contractor must be reimbursed for care on a per diem basis for each child based upon the child's program type. For each residential program type, the Contractor must be reimbursed according to the rate set for children in that residential program type as provided below.

Bridges Provider Number xx
MiSACWIS/CCWIS Provider Number xx
Residential Program Type xx

The per diem rate(s) for services provided under this Contract must be:

Program Name	xxx
Service Code	xxx
Service Description	xxx
Security Level	xxx
Sex (at birth including gender identity)	xxx
Age Range	xxx
Number of Contracted Beds	xxx
Daytime Staffing Ratio	xxx
Nighttime Staffing Ratio	xxx
Per Diem Rate	xxx
Effective Date	xxx

Aftercare- Tier 1	
Per Diem Rate	\$27.35
Effective Date	05/01/2023

Aftercare- Tier 2	
Per Diem Rate	\$50.98
Effective Date	05/01/2023

3.2. Performance Evaluation and Monitoring

- a. The services provided by the Contractor under this Contract must be evaluated and assessed at least annually by MDHHS on the basis of the criteria outlined below.

MDHHS must perform contract monitoring through activities such as:

- 1) Review auditing expenditure reports.
- 2) Interim or Renewal Licensing studies and reports.
- 3) Review of written plans and reports.
- 4) Review compliance with the contract and court orders via Annual Compliance Review (ACR) and Special Investigations.
- 5) Review of licensing violations, Maltreatment in Care (MIC) substantiations, Prison Rape Elimination Act (PREA) compliance, and overall safety of youth served.

3.3 Child Safety and Program Compliance Division (CSPC)

CSPC shall be responsible for review of the Contractor's compliance with the Contract via Annual Contract Evaluation. CSPC may review, analyze and comment on all activities covered within the terms of the Contract. If the Annual Contract Evaluation reveals that the Contractor has not complied with the requirements of this Contract, the following procedures shall be implemented:

- a. CSPC shall notify the Contractor of the Contract noncompliance. This notification shall occur through a written report of the findings. The Contractor may request a meeting to discuss and examine the identified Contract noncompliance.
- b. Upon completion of the Annual Contract Evaluation, CSPC will complete an interim report outlining areas of non-compliance. The Contractor will have 60 days to come into compliance with contract requirements and provide documentation of compliance. At that time, the final Annual Contract Evaluation report will be completed by CSPC.
- c. Following the completion of the final Annual Contract Evaluation report, CSPC will meet with the Contractor to develop an Annual Agency Focus Plan to within 14 days of the Contractor receiving the final written report of findings.

- d. Based on the severity or repeated nature of cited violations, a recommendation may be made by CSPC at any time to place a moratorium on new placements with the contractor or to cancel the contract. This will be submitted to the MDHHS Executive Governance Committee for review and approval prior to final recommendation being made. If either recommendation is made and approved by the Executive Governance Committee, a meeting will be convened with the director of the contracted agency, the division director of CSPC 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 60 days to allow the contractor to remedy cited violations and comply with any agreed on corrective actions. 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 Executive Governance Committee.

4. INSERT Standard Contract Terms
INSERT FEDERAL TERMS

Attachment A: Residential Foster Care Juvenile Justice Program Types

REMOVE ALL PROGRAM TYPES BELOW EXCEPT FOR THE PROGRAM TYPE IDENTIFIED IN THE CONTRACT.

The Contractor must ensure access to the elements of residential intervention outlined in the MDHHS DCWL standards specific to the license listed in Section 2.4. Additionally, the Contractor must ensure access to those services outlined in Section 2.10 of this Contract for each residential program type.

1. General Residential

Definition

The General Residential Program provides a discharge focused, interdisciplinary, psycho-educational, and therapeutic 24 hour a day structured program with community linkages, provided through non-coercive, coordinated, individualized care, and interventions with the aim of moving individuals toward a stable, less intensive level of care or independence. Interventions should be evidence-based and include trauma-focused interventions.

Symptomology

The youth presents risk in school, home and/or community. The youth has presented risk to self, others, and property. The youth has exhibited a behavior(s) that has interfered with his or her ability to function adequately in a less restrictive setting. Such behaviors could include, but may not be limited to aggressive episodes, stealing or petty theft; vandalism; inappropriate social interactions (threatening behavior, inappropriate language, disruptive school behavior, consistent failure to adhere to rules, incorrigibility in not following adult directives), and/or reactions to past trauma, which results in maladaptive behaviors.

Standardized Assessment Tool

The contractor must utilize assessment tools identified in Section 2.10. f., to assess the child's overall progress in functioning while in the residential program.

The Contractor must administer screening and assessment tools within the timeframes outlined in MDHHS JRM and linked policies.

Services

For a youth in the General Residential Program, the Contractor must ensure access to the elements of residential intervention outlined in the MDHHS DCWL standards specific to the license listed in Section 2.4. Additionally, the Contractor must ensure access to those services outlined in Section 2.10 of this Contract.

Staffing Ratio

The Contractor must:

- a. Provide a minimum of one on-duty direct care worker for every xx youth during waking hours.
- b. Maintain a minimum of one on-duty direct care worker for every xx youth during sleeping hours. All of these staff must be awake during this period. Room checks must be conducted at variable intervals of no more than every 15 minutes between checks during sleeping hours.

Program Performance Objectives

During the contract period, the Contractor must track outcome measures as defined in Section 2.12 of this Contract.

2. Mental Health and Behavior Stabilization

Definition

The Mental Health and Behavior Stabilization (MHBS) Residential Intervention Program type provides intensive and frequent services and has a lower staff to youth ratio than General Residential. The staffing, structure, and environment make more intensive youth supervision possible. The Mental Health and Behavior Stabilization Program provides for the application of a comprehensive array of services that include psychiatric and clinical assessments and evaluations and corresponding interventions designed to stabilize and treat the conditions of mental health/behavioral instability. Level of service intensity is tailored to and based on the needs of the youth and the youth's diagnosis at the time of intake and ongoing progress in the program.

The Mental Health and Behavior Stabilization program provides intensive youth supervision via staffing, structure, environment, and treatment intervention.

Behaviors of a youth currently experiencing or with a history of MHBS may include among others: aggressive behavior towards self and others, psychotic symptoms (delusions, hallucinations, suicidal/homicidal ideations), sexually aggressive behavior, and/or frequent severe emotional instability. Additionally, the youth may not agree with taking their medication and/or medication may not result in behavior stability. The specific range of mental health and behavioral symptoms each program can serve must be outlined in the Contractors program description.

Symptomology

A youth currently experiencing or with a history of active unstable symptoms which may include severely aggressive behavior toward self or others, psychotic symptoms (delusions, hallucinations, suicidal/homicidal ideations), and/or frequent severe emotional episodes. The youth is non-compliant with and/or not stabilized on medication. The youth has a high risk of serious self-harm and aggression. Lack of intact thought process.

Standardized Assessment Tool

The contractor must utilize assessment tools identified in Section 2.10 to assess the youth's overall progress in functioning while in the residential program. In addition, consideration will be given to completing assessment and subsequent intervention for Fetal Alcohol Spectrum Disorder and Traumatic Brain Injury, as determined by individual youth need.

The Contractor must administer screening and assessment tools within timeframes outlined in MDHHS JRM and linked policies.

Services

The youth must have a psychiatric consultation within seven calendar days of the youth's admission to the program. The consultation will include a conference (telephone or video) between the prescribing clinician, nursing, and designated clinical staff from the program. The consultation must include discussion of the youth's presenting circumstances, summary of prior history, current reconciled medication list, active problems, and concerns (health and mental health) and needs prior to the comprehensive psychiatric evaluation. The consultation, including date and time, will be documented in a nursing note, co-signed by the prescribing clinician within 7 calendar days of the consultation and included within the youth's health file. This seven-day consultation can be provided by a Physician's Assistant (PA) who has a valid MI license and has an existing practice agreement with the physician with whom they work or a nurse practitioner who has a valid MI license and has a collaborative agreement with a physician. If there is a recommendation for medication change there must be a comprehensive psychiatric evaluation within 15 calendar days of admission.

The youth must have a comprehensive psychiatric examination within 15 calendar days of the youth's admission into the program. The evaluation must include the following elements:

- Vital signs (obtained by staff on site)
- Full medication list (psychotropic and general)
- History of present illness
- Past Psychiatric History
- Review of Systems
- Medical History
- Family History
- Social History
- Mental Status Examination
- Diagnosis
- Treatment recommendations

The evaluation must be conducted face to face or via telehealth technology. If telehealth is utilized the provider must follow general clinical guidelines for this technology. All services (in-person or telehealth) must be HIPAA compliant.

If a program's prescribing clinician conducts the comprehensive psychiatric examination within seven calendar days of admission, then the psychiatric consultation will not be required.

- a. Nurse oversight of physical interaction with psychotropic medication.
- b. Within 24 hours of admission, a telephone call between the nursing staff and consulting psychiatrist, at a minimum, is to be held to review medications, including both description and supply, current status, and to address any urgent needs.
- c. Self-help groups as needed.
- d. Family activity programs.
- e. Individual, Group and Family Therapy
 - i. Both individual and group therapy are requirements of this Contract. At least two times per week, the Contractor must provide direct therapeutic interventions for each youth individually and/or in group sessions. At least one session per week must be an individual therapy session. Individual and/or group therapy must be provided in accordance with the youth's treatment needs as identified in the youth's service plan.
 - ii. Parents, family members and pertinent supportive adults should be engaged in therapy with the youth. Family therapy, when safe for the youth, should be provided no less than one time per month.
 - iii. The Contractor must describe its plan for supporting each youth to build, strengthen and/or repair primary attachments with parents, family members, and pertinent supportive adults in the youth's life.

Staffing Ratio

The Contractor must:

- a. Provide a minimum of one on-duty direct care worker for every xx youth during waking hours.
- b. Maintain a minimum of one on-duty direct care worker for every xx youth during sleeping hours. All of these staff must be awake during this period. Room checks must be conducted at variable intervals of no more than every 15 minutes between checks during sleeping hours.

Program Performance Objectives

During the contract period, the Contractor must track outcome measures as defined in Section 2.12 of this Contract.

3. Youth with Problematic Sexual Behaviors

Definition

A program for youth with problematic sexual behaviors uses treatment modalities aligned with the Association for the Treatment of Sexual Abusers, Practice Guidelines for Assessment, Treatment, and Intervention with Adolescents who Have

Engaged in Sexually Abusive Behavior. Services are individualized based on the trained expert assessment. The Contractor must provide individualized treatment plans based on risk-need-responsivity.

Symptomology

A youth with sexual behavior that has impacted daily life functional areas, including relationships, school, family, or other domain to the extent that continued services in the community do not provide sufficient support. A trained expert using an evidence-based assessment has identified residential treatment is the level of care necessary.

Youth with problematic sexual behaviors have a diverse set of needs and should not be treated as a homogenous group. The determination of whether to provide specific treatment for a youth with problematic sexual behaviors must occur through assessment of risk(s), need(s), protective factors, and available resources.

Standardized Assessment Tool

The assessment process should identify the youth's treatment needs and recommended level of service/care.

In addition to the assessment tools outlined in Section 2.10.f, the contractor must utilize the CANS-Sexually Aggressive Behavior Module (CANS-SAB) to identify the youth's preliminary risk factors and the PROFESSOR for dynamic factors to assess the youth's overall progress while in the residential program.

The Contractor must administer the assessment tools as required by JRM policy thereafter until planned discharge/release as defined in Section 2.10. x.

The tool must be utilized by a professional trained in the utilization of the identified tool.

Services

- a. Individual, group and family therapy must be established consistent with the trained expert assessment and aligned with the Association for the Treatment of Sexual Abusers, Practice Guidelines for Assessment, Treatment, and Intervention with Adolescents who Have Engaged in Sexually Abusive Behavior.
- b. Interventions focusing on and treating any history of trauma as well as any problematic sexual behavior is required.
- c. Additional life skills interventions, including relationship building, sexual education, and healthy sexuality.

Service Delivery

- a. The Contractor must not have a phased approach to service delivery.
- b. Risk factors identified in the assessments should drive group and individual therapy.
- c. Skills and education must be used to lessen risk factors and should be the focus of treatment sessions.

- d. The Contractor must be equipped to address each youth's own trauma history as part of the youth's treatment.
- e. Plethysmography and polygraph must not be used in the treatment for the youth.
- f. The contractor must ensure that the caregiver is supported and engaged in treatment.
- g. Risk assessment results need to be transparent and shared with the youth receiving treatment, the youth's caregiver, and the youth's primary caseworker with the goal of reducing risk and increasing protective factors.
- h. The Contractor must deliver services in a manner that ensures re-entry to the community at the earliest possible date based on reduction of risk and/or increased protective factors.

Service Provider Qualifications

All programs must be:

- Equipped with knowledge of normative childhood sexual development.
- Equipped with knowledge of current treatment practices for children with problematic sexual behaviors.
- Programming should not be Relapse Prevention-focused, but rather a strength-based approach (Good Lives Model for youth with sexual behavior problems) (<https://www.goodlivesmodel.com/information.shtml>) (Workbook: <https://safersocietypress.org/store/good-lives-model-adolescents/>).

Therapists must be persons that meet the qualifications outlined Section 2.10. h. 2. b. and have experience working with youth who have displayed problematic sexual behavior or be supervised by a therapist with the experience and qualifications outlined in Section 2.10. h. 2. b.

Staffing Ratios/Room Assignments

The Contractor must:

- a. Provide a minimum of one on-duty direct care worker for every xx youth during waking hours.
- b. Maintain a minimum of one on-duty direct care worker for every xx youth during sleeping hours. All of these staff must be awake during this period. Room checks must be conducted at variable intervals of no more than every 15 minutes between checks during sleeping hours.

Single occupancy rooms are highly recommended. If youth must share a room, frequent (every 10 but no less than 15 minutes) and random room checks must be conducted, regardless of the use of video monitoring systems or bed alarms or other technology.

Program Performance Objectives

During the contract period, the Contractor must track outcome measures as defined in Section 2.12 of this Contract.

4. Developmentally Disabled and Cognitively Impaired Program

Definition

Services for youth with developmental disabilities consists of individualized services that include structure and support in mastering activities of daily living, developing positive self-protective skills, community integration, behavior plans and interventions, including mental health treatment as needed. Services are designed and delivered to engage the client at his or her level of functioning. Residential providers support youth in their treatment, school programs, adult transition planning, transition planning to a less restrictive placement and, when it is a part of the youth's individual plan, preserving connection with their families.

Intellectually disabled is defined as mild to moderate (IQs 45 to 69), intellectually impaired youth, with or without substance use or dependence symptoms. This also includes youth with severely or profound cognitive impairments (IQ below 45), can include those with classic autism spectrum disorder that exhibit severely restricted functioning levels, and severely multiply impaired, which includes those with a combination of cognitive and physical impairments, and may also include mental and/or emotional impairments.

Developmentally disabled is defined as an individual diagnosed with a mental disorder which significantly impacts their adaptive functioning and ability to care for themselves and generally is considered a lifelong condition.

Symptomology

Youth experiencing significant adjustment problems at home, in school, and/or in the community as a result of serious emotional disturbance (SED) with or without substance use or dependence symptoms, concurrent with cognitive impairments.

Youth experiencing significant adjustment problems at home, in school, or in the community concurrent with cognitive impairment or developmental disability, emotional impairment and behavioral concerns that cannot be addressed in a less restrictive placement.

Youth may be currently experiencing or have a history of active unstable symptoms which may include severely aggressive behavior toward self or others, psychotic symptoms (delusions, hallucinations, suicidal/homicidal ideations), and/or frequent severe emotional episodes. The youth is non-compliant with and/or not stabilized on medication. The youth has a high risk of serious self-harm and aggression. Lack of intact thought process.

Standardized Assessment Tool

The Contractor must utilize a standardized assessment tool as defined in the Contractor's program statement to assess the youth's overall progress in functioning while in the residential program. The Contractor may utilize a tool other than the Casey Life Skills

Assessment, listed in section 2.10 of this contract, to assess independent living skills for youth with developmental/cognitive delays.

The Contractor must administer the assessment tools within timeframes outlined in section 2.10. f. and quarterly thereafter until planned discharge as defined in Section 2.10. x. 2.

The tool must be utilized by a professional trained in the utilization of the identified tool.

Staffing Ratio

The Contractor must:

- a. Provide a minimum of one on-duty direct care worker for every xx youth during waking hours.
- b. Maintain a minimum of one on-duty direct care worker for every xx youth during sleeping hours. All of these staff must be awake during this period. Room checks must be conducted at variable intervals of no more than every 15 minutes between checks during sleeping hours.

Services

- a. Nurse oversight of side effects with psychotropic medications
- b. Intensive activity-based individual or specialized group therapy.
- c. Self-help groups as needed.
- d. Family therapy and/or family activity programs.
- e. Independent living skills assessment/preparation and community reintegration.
- f. Adjunctive therapy, provided either on site or in the community, including recreational therapy, occupational therapy, music therapy, art therapy, speech therapy, physical therapy, and respiratory therapy when these or any other interventions are prescribed by a treating physician or required by an IEP.
- g. Peer support groups that focus on social norms, learning how to interpret social cues and problem solve responses that are acceptable.
- h. Family therapy directed toward the establishment and utilization of positive behavioral management and strengthening family relationships.
- i. Aftercare service planning, connecting the youth with services that include coordinating a referral and initial appointment with a local Community Mental Health center for casework services for persons with developmental delays.

Program Performance Objectives

During the contract period, the Contractor must track outcome measures as defined in Section 2.12 of this Contract.

5. Substance Abuse Rehabilitation

Definition

A comprehensive array of services to address substance abuse, prevent substance use, and support recovery. Interventions are co-occurring, capable, and address the full range of related issues including:

- a. recognizing the harmful effects of chemicals on the youth.
- b. develop skills to avoid chemical use
- c. identify alternate methods of meeting the needs previously met by chemical use
- d. achievement and maintenance of sobriety or abstinence
- e. health and mental health needs
- f. counseling and/or psychotherapy
- g. education
- h. improved social, emotional, psychological, cognitive, and vocational functioning.

Symptomology

Youth experiencing substance use disorders with a significant impairment in an area of functioning.

Standardized Assessment Tool

In addition to the assessment tools outlined in Section 2.10. f. the Contractor must utilize a published standardized assessment tool as defined in the Contractor's program statement to assess the youth's overall progress in functioning while in the residential program.

The Contractor must administer the assessment tools within the timeframes identified in JRM policies as defined in Section 2.10.

The tool must be utilized by a professional trained in administering the identified tool.

Staffing Qualifications

Therapists must have appropriate certifications as outlined in the Michigan Certification Board for Addiction Professionals.

Staffing Ratio

The Contractor must:

- a. Provide a minimum of one on-duty direct care worker for every xx youth during waking hours.
- b. Maintain a minimum of one on-duty direct care worker for every xx youth during sleeping hours. All of these staff must be awake during this period. Room checks must be conducted at variable intervals of no more than every 15 minutes between checks during sleeping hours.

Services

- a. Individual therapy at least one time weekly.
- b. Specialized group, multi-family or didactic group therapy as identified in the youth's treatment plan.
- c. Self-help groups and/or sober leisure skill development.
- d. Family therapy and/or family activity programs.
- e. Level appropriate community or campus-based education.
- f. Intensive school supports services e.g., testing, monitoring, tutoring.

Program Performance Objectives

During the contract period, the Contractor must track outcome measures as defined in Section 2.12 of this Contract.

6. Parent/Baby

Definition

The Parent/Baby Residential Program provides a discharge-focused, interdisciplinary, psycho-educational, and therapeutic 24-hour-a-day structured program with community linkages, provided through non-coercive, coordinated, individualized care, and interventions with the aim of moving individuals toward a stable, less intensive level of care or independence. Interventions should be evidence-based and include trauma-focused interventions.

The Parent/Baby Program must offer an intensive array of services to meet the short term and longer-term needs of pregnant and parenting youth in the Michigan child welfare system. Research has shown that successful programs incorporate three elements that offer a pregnant and parenting youth the supports needed to succeed: socialization, nurturing and support, structure, and discipline. To best support pregnant and parenting youth in Michigan, the program must be designed as a continuum of care approach. The continuum may consist of three levels. Level 1 is highly structured with 24-hour supervision. Level 2, a step down to a less restrictive living situation where the level of supervision is decreased, and the youth obtains more responsibility for managing his/her own money. Level 3 includes a step to a less restrictive non-residential setting. The tiered level approach encourages youth participation and investment in the program while working on their long-term goal of being self-sufficient.

The Parent/Baby Program service delivery can be offered in several different modalities. Ideally, the program should provide a continuum of services to allow the youth to transition from a residential/group home setting to a non-residential setting. The approach should include supervision, staffing, home settings, and basic program standards.

The objectives of Parent/Baby Residential Program type are:

- a. Youth will acquire skills necessary to successfully maintain placement in a less restrictive home setting.
- b. The youth will engage in educational or vocational programming while participating in the program.
- c. Youth and infants/toddlers will be monitored and assessed for special health and/or mental health care needs and developmental delays.
- d. Pregnant and/or parenting youth will demonstrate appropriate expectations of their infants/toddler's behavior and needs.
- e. The youth will understand typical child development.

- f. The youth will have a supportive adult connection upon discharge to assist with transitioning from the program into independence or to next placement.
- g. Children of parenting youth will remain with the parent without substantiated reports of abuse or neglect.
- h. The youth will demonstrate an ability to prioritize the child's needs above their own.
- i. The youth will have the ability to reflect on their own parenting strengths and challenges.

Eligibility

The Parent/Baby Program is available to youth ages 13 and older who are pregnant and/or parenting and the youth's infants/toddlers. The Contractor must have the ability to serve both pregnant and parenting youth and the youth's infant/toddler(s).

Symptomology

The youth presents risk in school, home and/or community. The youth has presented risk to self, others, and property. The youth has exhibited a behavior(s) that has interfered with his/her ability to function adequately in a less restrictive setting. Such behaviors could include, but may not be limited to aggressive episodes, stealing or petty theft; vandalism; inappropriate social interactions (threatening behavior, inappropriate language, disruptive school behavior, consistent failure to adhere to rules, incorrigibility in not following adult directives), and/or reactions to past trauma, which results in maladaptive behaviors.

Standardized Assessment Tool

In addition to the assessment tools outlined in Section 2.10. f., the Contractor must utilize the Adult-Adolescent Parenting Inventory (AAPI) to assess parenting skills progress.

The Contractor must administer the assessment tools within timeframes outlined in section 2.10. f. and quarterly thereafter until planned discharge as defined in Section 2.10. x. 2.

The tool must be utilized by a professional trained in the utilization of the identified tool.

Services

For a youth in the Parent/Baby Residential Program, the Contractor must ensure access to the elements of residential intervention outlined in DCWL standards specific to the license listed in Section 2.4. Additionally, the Contractor must ensure access to those services outlined in Section 2.10 of this Contract in addition to the following:

- a. Interventions through infant mental health or Early On must be provided as needed and/or recommended for at-risk infants/toddlers.
- b. Intensive school supports services e.g., testing, monitoring, tutoring.
- c. Transportation Assistance - Assist the parenting youth in accessing necessary transportation to obtain or maintain employment, attend school or vocational training, attend medical appointments and therapy appointments.

- d. Access to Mentors - Encourage and develop opportunities for pregnant and parenting youth to be matched with mentors in the community that will provide additional support and a potential long-term connection.
- e. Recreational Activities - Provide recreation activities defined as a planned, age appropriate, regular, and recurring set of staff-supervised leisure time events designed to support the youth's treatment plan. These recreational activities must be supported by appropriate supplies and equipment that are well maintained and in useable condition.

The Contractor must:

- a. Provide activities which must contain a variety of physical, intellectual, social, and cultural opportunities indoors and outdoors.
- b. Assign a minimum of one staff for every eight youth/infants to directly supervise the activities.
- c. Parenting Skills Training - Parenting Skills Training and interactive training activities must be utilized in accordance with the outcomes specified in the case service and treatment plan, including youth development, improvement and reinforcing of age appropriate social, communication and behavioral skills. Classes and referrals must address issues which include, but are not limited to:
 - (i) Infant care/early infant brain development.
 - (ii) Stages of growth in infants.
 - (iii) Safe Sleep.
 - (iv) Infant/toddler safety.
 - (v) Parenting preparation.
 - (vi) Child development.
 - (vii) Child health care.
 - (viii) Infant/toddler emotional and social needs.
 - (ix) Child management skills and positive discipline.
 - (x) Parent/child roles and communication.
 - (xi) Responsible fatherhood.
 - (xii) Developing secure attachment.
 - (xiii) Securing appropriate childcare.
 - (xiv) Stress management and coping skills.
 - (xv) Domestic violence.
 - (xvi) Changes in parent mood and awareness of surroundings under the influence of recreational drugs or alcohol.
 - (xvii) How to access community resources.

In addition to parenting classes, programming must address specialized bonding and attachment sessions and activities to promote secure attachments between the parent and infant. Research indicates early attachments lay the foundation for social, emotional, and academic skills. Interactive parenting activities must include opportunities to capitalize on teachable moments with the adolescent parent, promote the value of family literacy with teaching nursery rhymes, songs, etc. and offer various interactive play activities that engage both the youth and baby.

- a. Community Referrals - Referrals must be made to community resources such as Early Head Start, Early On, Parent Infant Program, Infant Mental Health or other in-home programs and documented in the service plan. Research has shown that participation in this type of programming is linked to several positive impacts on parenting, child development, and economic self-sufficiency.
- b. Child Care Assistance - The youth must be provided assistance in obtaining appropriate childcare while they are participating in programming to enhance their self-sufficiency. Childcare can be provided on site or off site by a licensed childcare provider.

The Contractor must ensure the infant/toddler childcare is of high quality that promotes the child's social, emotional, cognitive, and verbal development.

- c. Outreach to Fathers/Mothers - Unless documented that it would be contrary to the best interest of the child and/or parent or if required in a court order, the contractor will make extensive efforts to engage fathers/mothers to foster involvement in the infant/toddler's life and to assist the pregnant/parenting youth in obtaining a supportive support network. The program must allow for the father's/mother's select participation in parenting skills trainings, visitations with child and child-parent activities. The father/mother should be encouraged to attend prenatal and/or well-baby medical appointments.

Staffing Ratio

The Contractor must:

- a. Provide a minimum of one on-duty direct care worker for every xx youth, infant/toddler during waking hours.
- b. Maintain a minimum of one on-duty direct care worker for every xx youth, infant/toddler during sleeping hours. All of these staff must be awake during this period. Room checks must be conducted at variable intervals of no more than every 15 minutes between checks during sleeping hours.

The staffing ratio includes the youth infant/toddler.

Additional Staff Training Topics

The Contractor must provide the following training topics in addition to those outlined in Section 2.10. e. 3. of this Contract:

- a. Medical, physical, and psychological aspects of pregnancy.
- b. Prenatal and postnatal care.
- c. Infant and toddler development.
- d. Safe Sleep practices.
- e. Childcare.
- f. Parenting skills training techniques.
- g. Attachment theory.

Reporting

The Contractor must include youth in the development of the treatment plan. The treatment plan must:

- a. Assist the youth in preparation and transition to adult living and responsible parenting.
- b. Include outcomes identified through the Independent Living assessments.
- c. Identify the youth's educational and/or vocational goals.
- d. Outline the youth's other personal goals.

In addition to the youth's goals, the treatment plan must address the following:

- a. The infant's/toddler's daily needs, establishing daily exclusive time with the infant, providing stimulating development and educational activities with the infant.
- b. The infant's/toddler's daily routine or schedule.
- c. The youth's coordination and arrangement of medical care for the infant and other necessary services.
- d. The youth's participation in parenting skills classes.

Program Performance Objectives

During the contract period, the Contractor must track outcome measures as defined in Section 2.12 of this Contract.

7. Specialized Developmental Disability (SDD)

Definition

The Specialized Developmental Disability (SDD) program provides enhanced residential treatment to youth with intensive and specialized service needs related to developmental disabilities, including Autism, and intellectually disabled youth, who have deficits in social communication skills, sensory activity, and a limited ability to conduct daily living tasks without intensive support.

Symptomology

A youth whose level of developmental impairment warrants a significant sensory sensitive individualized treatment setting.

Program is designed for youth diagnosed with Autism Spectrum Disorder, or youth with intellectual or developmental disability.

Youth experiencing significant deficits in social communication skills, sensory sensitivity and a limited ability to conduct daily living tasks without intensive support which prevents youth from adjusting satisfactorily to a lessor restrictive treatment environment.

Youth who will benefit from a controlled environment that is tailored to their developmental and functioning level.

Standardized Assessment Tool

The assessment tools identified in Section 2.10. f. of this contract are not required for youth served under the Specialized DD program type.

The Contractor must utilize one or more of the following assessment tools for all youth entering the program, regardless of any previous assessments conducted by any provider:

- Autism Diagnostic Observation Schedule (ADOS) (Not more than every three years)
- Pearson's Expressive Vocabulary Test (PEVT)
- Assessment of Functional Living Skills (AFLS)
- Essential for Living (EFL) Quick Assessment (Quarterly)
- Essential for Living (EFL) Full Assessment
- Verbal Behavior Milestones Assessment and Placement Program (VB-MAAP)
- Promoting the Emergency of Advanced Knowledge (PEAK)

Assessments will be completed by an appropriate professional as required by each identified tool. For some tools, this may include a Board-Certified Behavior Analyst (BCBA) or by a professional trained in the utilization of the identified tool.

The Contractor must administer the assessment tool within 21 calendar days of admission, and quarterly thereafter until planned discharge as defined in Section 2.10. x.

Services

The youth must have an Applied Behavior Analysis (ABA) treatment plan within 30 days of placement if ABA services are appropriate to the individual youth.

- a. An Applied Behavior Analysis (ABA) treatment plan within 30 days of placement if ABA services are appropriate to the individual youth.
- b. Nurse oversight of side effects with psychotropic medications.
- c. Family engagement and enrichment activities.
- d. Intensive activity-based individual or specialized group therapy at least one time weekly.
- e. Independent living skills assessment/preparation and community reintegration to the extent identified as appropriate for the individual youth.
- f. Adjunct therapy provided either on site or in the community when these or any other interventions are prescribed by a treating physician or required by an assessment/IEP. (*Examples include recreational therapy, occupational therapy, music therapy, art therapy, speech therapy, physical therapy, and respiratory therapy*).
- g. Peer support groups.
- h. Family therapy directed toward the establishment and utilization of positive behavioral management and strengthening family relationships.

Staffing Ratio

The Contractor must:

- a. Provide a minimum of one on-duty direct care worker for every **xx** youth during waking hours.
- b. Maintain a minimum of one on-duty direct care worker for every **xxx** youth during sleeping hours. All these staff must be awake during this period. Room checks must be conducted at variable intervals of no more than every 15 minutes between checks during sleeping hours.

Program Performance Objectives

During the contract period, the Contractor must track outcome measures as defined in Section 2.12 of this Contract.

Specialized Developmental Disability-Autism Unit

This program designation is targeted at providing specialized services for youth with autism diagnosis and in need of heightened programming. In addition to the above SDD requirements, the following are additional requirements for the Autism placements:

- a. Psychiatric services.
- b. Increased therapeutic services.
- c. Applied behavioral analyst services (ABA).
- d. Additional staff coverage and off the floor coverage.

8. Intensive Stabilization

Definition

The Intensive Stabilization (IS) program provides a therapeutic environment for youth who are in current crisis or have not been able to maintain stabilized behavior. This program offers intensive specialized services in a trauma-informed short-term program. The intent of the program is to stabilize crisis while diagnostic services and supports are provided to meet the short-term treatment goals of the youth and frequent services and has a lower staff to child ratio than other residential programs. The program will help identify short and long-term treatment goals, community supports, and secure an appropriate living situation for youth which will allow the youth to return to a community-based setting as soon as possible.

Symptomology

A youth with significant behavior challenges, youth being stepped down from a hospitalization program or youth experiencing repeated placement instability. Youth may be currently experiencing or have a history of active unstable symptoms which may include aggressive behavior toward self or others, psychotic symptoms (delusions, hallucinations, suicidal/homicidal ideations), and/or frequent severe

emotional episodes. The youth is non-compliant with and/or not stabilized on medication. The youth has a high risk of serious self-harm and aggression and a lack of intact thought process.

Standardized Assessment Tool

In addition to the assessment tools outlined in Section 2.10. f. the Contractor must utilize the following types of assessments:

a) Biopsychosocial Assessment

The youth and family (whenever possible) participate in the development of a comprehensive, individualized, strength-based, trauma informed, family-focused, culturally responsive assessment that informs and guides service delivery, discharge planning and aftercare services. Assessment is completed by a Therapist within 3 days of admission to the program. Assessments are integrated to address multiple life domains, assess for co-occurring mental health and substance use condition, and include a summary of symptoms and a diagnosis. Assessments are conducted face-to-face and include an assessment of natural supports and resources. Screening tools may be used as part of the assessment process.

b) Psychiatric Assessment is completed within 72 hours of admission to the facility. Parent, guardian, caregiver, or support person identified are required to attend the Psychiatric Assessment. It is critical that the youth, Parent/Guardian/Caregiver/Support Person participate in the Psychiatric Assessment. If any medication changes are made the parent or guardian will need to sign a medication consent form. New medications cannot be started without this consent in place.

c) Nursing Assessment will be completed with 24 hours of admission. This assessment will also include an assessment of nutritional needs.

There may be identified conditions, needs, or issues that require further assessment by practitioners of other disciplines. Psychiatric stability will be important for the validity of any additional assessments so consultation with the Psychiatrist will occur prior to scheduling additional assessments. The Therapist will coordinate with referral source in coordinating and making referrals for those assessments. In such instances, an authorization to release information is signed by the guardian/family so that the referral may be made. Examples of additional assessments include but are not limited to neurological, psychological, developmental, occupational, speech, hearing, nutritional, and medical.

The tools must be utilized by a professional trained in the utilization of the identified tool.

Treatment planning:

An initial treatment plan will be developed within 4 days of admission. All stabilization services and interventions must be directly related to the goals and

objectives established in each youth's initial treatment plan (ITP). The ITP is developed by the youth/family/treatment team in collaboration with the provider agency. Family/caregiver involvement is extremely important and unless contraindicated, should occur from the beginning of treatment, and continue as frequently as possible, as determined appropriate in the ITP.

The ITP must identify the youth's interests, preference, and needs as determine to be appropriate by the treatment team, in the following areas:

- Physical and emotional well-being
- Risk and safety factors
- Nutrition
- Personal care needs
- Cognitive and education abilities
- Recreation and leisure time
- Community participation
- Communication
- Religion and culture
- Social and personal relationships
- And other areas determined important by the youth.

The goal of treatment will focus on stabilizing youth in crisis, supporting and assisting the youth in achieving greater independence and fulfillment in their life, while improving the youth's functioning, participation, and reintegration into the family home/resource home/ or potentially transition into an alternative out of home living situation.

Staffing Ratio

The Contractor must:

- a. Provide a minimum of one on-duty direct care worker for every xx youth during waking hours.
- b. Maintain a minimum of one on-duty direct care worker for every xx youth during sleeping hours. All of these staff must be awake during this period. Room checks must be conducted at variable intervals of no more than every 15 minutes between checks during sleeping hours.

Services

- a) Nurse oversight of side effects with psychotropic medications
- b) Intensive activity-based individual or specialized group therapy.
- c) Family therapy and/or family activity programs.
- d) Independent living skills assessment/preparation and community reintegration.
- e) Family therapy directed toward the establishment and utilization of positive behavioral management and strengthening family relationships.
- f) Aftercare service planning, connecting the youth with services that include coordinating a referral and initial appointment with a local Community Mental Health center for casework services for persons with developmental delays.

- g) Youth in the Intensive Stabilization program may be expected to remain enrolled in their “home” school and the Contractor must coordinate with that school to provide educational time and opportunities.

Program Performance Objectives

During the contract period, the Contractor must track outcome measures as defined in Section 2.12 of this Contract.

9. Human Trafficking Survivor

Definition

The Human Trafficking Survivor (HTS) program provides a therapeutic intervention and stabilization environment for youth who are in crisis due to sex or labor trafficking or other severe forms of sexual exploitation. HTS provides intensive, trauma-informed Integrated Behavioral Health stabilization services focused on youth who are typically rescued from trafficking situations. The intent of the program is to stabilize the youth while diagnostic services, supportive relationships and treatment goals are established. The anticipated length of stay could be from 3 to 9 months depending on the familial relations, youth needs and relationship to the trafficker. It is an important consideration to explore power and control dynamics between the youth and the trafficker. When the role of the trafficker is identified as a parent, trusted family member or familial acquaintance, the trafficker has ruptured the youth's perception of trust therefore posing complex and complicated challenges toward possible solutions to build positive relations with others. The program team implements crisis and safety care plans as well as identify short and long-term treatment goals. Preparation toward community reintegration will be contingent upon development of community supports and an appropriate living situation. Final preparation and implementation of discharge plan will be established in the program.

Symptomology

A youth who has experienced significant trauma and behavioral challenges resulting from commercial sexual exploitation or sex trafficking. Youth may have required psychiatric hospitalization due to history or experiencing active unstable symptoms which may include aggressive behavior toward self or others, psychotic symptoms (delusions, hallucinations), suicidal/homicidal ideations, serious self-injurious behaviors and/or frequent severe emotional episodes.

Standardized Assessment Tool

In addition to the assessment tools outlined in Section 2.10. f., the Contractor must utilize the following types of assessments:

- a) Biopsychosocial Assessment - The youth and family (whenever possible) participate in the development of a comprehensive, individualized, strength-based, trauma informed, family-focused, culturally responsive assessment that informs and guides service delivery, discharge planning and aftercare services. Screening Tools and Assessments are completed by a clinically trained

professional as part of the admissions process. Assessments are conducted face-to-face and integrated to address multiple life domains, assess for co-occurring mental health and substance use condition, and include a summary of symptoms, diagnosis, and treatment recommendations.

- b) Psychiatric Assessment is completed during the admission process (within one business day) and may include youth, parent/guardian, caregiver, or support person. Recommendations for psychotropic medications may be discussed to reduce distressful symptoms in addition to evidence-based treatment modalities. If any medication changes are made, the parent or guardian will need to sign a medication consent form. New medications cannot be started without this consent in place.
- c) Comprehensive Nursing Assessment is completed during the admission process (within one business day) to include youth's history, assessment of physical, behavioral, and mental state, vital signs and other measurements as needed based upon current medical condition. The specially trained registered nurse has the credential as a sexual assault nurse examiner to support sexually assaulted victims and provide a medical forensic examination.
- d) Integrated Behavioral Health Team Assessment may include a thorough review from a multi-disciplinary team approach if severity of trauma responses and ongoing psychiatric instability exceeds the anticipated time frame for improvement noted in the treatment plan.

There may be identified conditions, needs, or issues that require further assessment by practitioners of other disciplines. Psychiatric stability will be important for the validity of any additional assessments so consultation with the Psychiatrist and Pediatrician will occur prior to scheduling additional assessments. The Therapist and/or Nurse will coordinate with referral source for making referrals. In such instances, an authorization to release information is signed by the guardian/family so that the referral may be made. Examples of additional assessments include but are not limited to neurological, psychological, developmental, occupational, speech, hearing, nutritional, and medical.

The assessment tools must be utilized by a professional trained in the identified tool.

Treatment planning:

An initial treatment plan will be developed within 30 days of admission. All stabilization services and interventions must be directly related to the goals and objectives established in each youth's initial treatment plan (ITP). The ITP is developed by the youth/family/treatment team in collaboration with the provider agency. Family/caregiver involvement is extremely important and unless contraindicated, should occur from the beginning of treatment, and continue as frequently as possible, as determined appropriate in the ITP.

The ITP must identify the youth's interests, preference, and needs as determine to be appropriate by the treatment team, in the following areas:

- Physical and emotional well-being
- Risk and safety factors
- Nutrition
- Personal care needs
- Cognitive and education abilities
- Recreation and leisure time
- Community participation
- Communication
- Religion and culture
- Social and personal relationships
- And other areas determined important by the youth.

The goal of treatment will focus on stabilizing youth in crisis, supporting and assisting the youth in achieving greater independence and fulfillment in their life. Treatment will focus on improving the youth's functioning, participation and reintegration into the family home/resource home or potentially transition into an alternative out of home living situation (independent living).

Staffing Ratio

The Contractor must:

- a. Provide a minimum of one on-duty direct care worker for every XXX youth during school hours, and 3 for therapeutic hours.
- b. Maintain a minimum of one on-duty direct care worker for every XXX youth during sleeping hours. Room checks must be conducted at variable intervals of no more than every 15 minutes between checks during sleeping hours.

Services

- a) Nursing oversight of medication side effects and supportive services to include sexual assault examination if applicable.
- b) Expressive therapeutic activities or specialized group therapy.
- c) Independent living skills assessment/preparation and community reintegration.
- d) Family therapy and/or family activity programs focused on strengthening family relationships and positive familial coping during crisis
- e) Aftercare service planning by connecting the youth with services that include coordinating a referral and initial appointment with a local Community Mental Health center.

Program Performance Objectives

During the contract period, the Contractor must track outcome measures as defined in Section 2.12 of this Contract.

Attachment B: Glossary of Acronyms and Forms

AAPI:	Adult-Adolescent Parenting Inventory
ABA:	Applied Behavior Analysis
ABPN:	American Board of Psychiatry and Neurology
AFLS:	Assessment of Functional Living Skills
ADOS:	Autism Diagnostic Observation Schedule
AWOLP:	Absent Without Legal Permission
BCBA:	Board Certified Behavior Analyst
BBI:	Building Bridges Initiative
CAFAS:	Child and Adolescent Functional Assessment Scale
CANS:	Child Assessment of Needs and Strengths
CANS:	Child and Adolescent Needs and Strengths
CANS-SAB:	CANS-Sexually Aggressive Behavior Module
CCI:	Child Caring Institution
CCWIS:	Comprehensive Child Welfare Information System
CARF:	Commission on Accreditation of Rehabilitation Facilities
COA:	Council on Accreditation
CLSA:	Casey Life Skills Assessment
CMH:	Community Mental Health
DCWL:	Division of Child Welfare Licensing
DMA:	Daniel Memorial Assessment
EAGLE:	Education Assessment Guidelines Leading Towards Excellence
FFPSA:	Family First Prevention Services Act
FTM:	Family Team Meeting
FTC:	Family Transition Coordinator
FAPE:	Free Appropriate Public Education
FOM:	Foster Care Online Manual
FFT:	Functional Family Therapy
GED:	General Education Development
HIPPA:	Health Insurance Portability and Accountability Act
HTS:	Human Trafficking Survivor
IEP:	Individualized Education Plan
IEPT:	Individual Education Program Team
IS:	Intensive Stabilization
ITP:	Initial Treatment Plan
JCAHO:	Joint Commission on Accreditation of Health Care Organizations
LGAL:	Legal Guardian ad Litem
MHBS:	Mental Health Behavior Stabilization
MDHHS:	Michigan Department of Health and Human Services
MiSACWIS:	Michigan Statewide Automated Child Welfare Information System
MISEP:	Modified Implementation, Sustainability, and Exit Plan
MST:	Multi-Systemic Therapy
MI:	Motivational Interviewing
PEVT:	Pearson's Expressive Vocabulary Test

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PIHP: Prepaid Inpatient Health Plan
PCP: Primary Care Physician
QRTP: Qualified Residential Treatment Program
RPU: Regional Placement Unit
REMS: Risk Evaluation and Mitigation Strategy
SED: Serious Emotional Disturbance
SDD: Specialized Developmental Disability
TFA: Teaching Family Association
WMPC: West Michigan Partnership Council

DHS-221: Medical Passport
DHS-3377: Clothing Inventory Checklist
DHS-3600: Individual Service Agreement