

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

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

CONTRACT SUMMARY			
SERVICE DESCRIPTION	Shelter Foster Care (SHFC)		
GEOGRAPHIC AREA	Statewide		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
3 years	October 1, 2023	September 30, 2026	2
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$xxx	
CONTRACT TYPE	Per Diem		

*The effective date of this Contract will 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:

XX

Contractor

Signature of Director or Authorized Designee

Print Name

Date

FOR THE STATE:

MICHIGAN DEPARTMENT OF HEALTH AND
HUMAN SERVICES

Signature of Director or Authorized Designee

Print Name

Date

Contract Number: MA xxx

Anticipated Total Contract Value: \$XX

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

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 two 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 children for whom MDHHS can legally provide care and services and for whom MDHHS makes a State payment, including those who are Title IV-E eligible.

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

b. Determination of Eligibility

MDHHS shall determine the children and families' eligibility and document this in the Michigan Statewide Automated Child Welfare Information System (MiSACWIS) or the Comprehensive Child Welfare Information System (CCWIS).

1.2 Referrals

a. Referrals

- 1). MDHHS shall be responsible for determination of client eligibility for funding.
- 2). The Regional Placement Unit (RPU) shall provide to the Contractor referral material which complies with this Contract. Emergency placements may occur during non-business hours ONLY with the approval of Business Service Center (BSC) 5 Deputy Director or the RPU Director.

- 3). MDHHS shall not transfer legal responsibility for any child to the Contractor except as provided herein.

b. Referral Packet

At the time of referral, the RPU shall provide the Contractor with a referral packet (every attempt will be made to include all items) which shall include:

- 1) A copy of the commitment order or placement and care order from the court, or appropriate documentation of authorization from the local law enforcement agency.

MDHHS shall not refer a child for placement prior to a fully executed Individual Service Contract (DHS-3600). In event of an emergency placement, the DHS-3600 shall be fully executed no later than the first business day following placement.

- 2) A MiHealth card or the Medicaid recipient identification number, if the child is active for Medicaid and the MiHealth card is not available. If the child is to be enrolled in Medicaid, MDHHS shall provide a copy of the Medicaid recipient ID number to the Contractor as soon as it is issued or the status of the Medicaid ID number application.
- 3) Child's behavioral history including incidences of aggression, prior hospitalizations, etc.
- 4) Child's placement history.

c. Within 10 business days of a child's placement, the referring primary caseworker/agency shall provide the following:

- 1) A photocopy of the birth verification or copy of the request for verification. MDHHS shall immediately forward a copy of the birth verification upon receipt.
- 2) A photocopy of the Social Security Card or verification provided by MDHHS identifying the child's Social Security Number.
- 3) A copy of the Medical Passport (DHS-221).
- 4) If available, a copy of the Youth Health and Dental Record or other documentation of physical and dental examination(s) within the past 12 months and history including immunization record.
- 5) Court studies and reports, when available.
- 6) Copies of all psychological/psychiatric reports, evaluations, assessments, medication monitoring visits related to mental health care.

- 7) Child's behavioral history including incidences of aggression, prior hospitalizations, etc.
- 8) Trauma assessments.
- 9) Psychological assessments are not to be routinely required for intake decision-making. If the Contractor requests a psychological evaluation and the local MDHHS office agrees that a psychological evaluation is appropriate, the local MDHHS office shall arrange and pay for the evaluation within the allowable payment maximum.

If the local MDHHS office does not agree that an evaluation is necessary, the Contractor is responsible for arranging the evaluation. The cost of the evaluation may be billed to the child's medical insurance provider if the service is covered, if not the costs are covered by the per diem reimbursement rate.
- 10) Copies of current Psychotropic Medication Consent (DHS-1643) for current prescriptions. (See FOM 802-1). The referring MDHHS/PAFC caseworker shall coordinate with the attending medical provider to ensure the child has a minimum of a 14-day supply of prescribed medications AND a prescription for all current medications, OR a 30-day supply of all medications.
- 11) Copy of the Child Protective Services Transfer Summary as specified in the FOM 722-01.
- 12) Educational reports, when available.
- 13) Exception request approval from DCWL for the placement of an adjudicated delinquent child in an abuse/neglect program. Court order required for the specific contracted abuse/neglect program.

When a child is discharged from the shelter the Contractor is not required to continue efforts to obtain any items not obtained above prior to discharge.

1.3 Admission Criteria

The emergency shelter program is available to **males/females** ages **xx through 17**; who are unable to be placed in a family foster home and need temporary placement due to at least one of the following factors:

- a. Presents at removal significant behavioral challenges or other complex factors requiring a comprehensive assessment to either reunify or select an out-of-home placement.
- b. Currently be on a waiting list for a long-term residential program.
- c. Be in the process of stepping down from hospitalization.

- d. Have a documented severe score on the Mental Health and Well-Being item on the Child Assessment of Needs and Strengths within the past 90 days and have repeated placement instability and a more thorough assessment is needed to either reunify or make a stable next placement.

The Contractor must accept all children referred by the Department when a placement bed is available 24 hours per day, 7 days per week, 365 days a year. The Contractor shall not reject or eject any eligible child referred for placement by RPU. The Contractor may request an objection to a referral, and provide circumstances for the placement objection, but the final decision for placement will rest with the RPU. The Contractor must provide a detailed explanation to the RPU if safety or appropriate concerns exist that prevents the Contractor from admitting the youth.

If the Contractor rejects or ejects any agreed upon placement by RPU, the Contractor will forego the guaranteed bed payment for the month they reject or eject any youth placement requests when their census is xx or less.

1.4 Service Planning and Delivery

- a. MDHHS shall cooperate with the Contractor in completing the DHS-3600 and developing a service plan for the child and family. MDHHS shall ensure the Contractor receives the DHS-3600 at the time of the child's admission. In event of an emergency placement, the DHS-3600 shall be completed and signed no later than the first business day following placement.
- b. The primary caseworker/agency shall have weekly contact (phone, e-mail or face-to-face) with the Contractor to provide status updates regarding achievement of the discharge plan.
- c. The primary caseworker/agency shall review and approve or request modification of the Contractor's initial and updated case plans submitted by the Contractor.
- d. The primary caseworker/agency shall provide the Contractor a copy of the Foster Care Payment Authorization (DHS-626-YA) at the time of placement for all State paid placements.
- e. The primary caseworker/agency shall assure that the child has a basic wardrobe, as defined, and documented by the DHS-3377 upon entering the Contractor's care.
- f. The RPU responsible for placement, except in emergencies or when constrained by a court order or parental demand, shall give at least 14 calendar days notification to the Contractor of any discharge decision made without the Contractor's concurrence.

- g. The primary caseworker/agency shall visit the child weekly face-to-face until discharge. The first visit shall occur within five business days of placement. The caseworker's visit includes observing the child's daily living and sleeping areas (FOM-722-06H, Caseworker Contacts). The Contractor shall allow the primary caseworker/agency provider responsible for placement to meet in private with the child during a portion of each visit.
- h. The Contractor shall allow the assigned primary caseworker/agency, or another staff designated by the primary caseworker/agency to visit the child face-to-face upon request and shall provide a place for them to meet privately, if requested.
- i. If the primary caseworker/agency does not meet the responsibilities outlined in this Contract, the Contractor shall notify the local MDHHS office County Director responsible for child welfare case management. If the dispute is not resolved, the Contractor is to contact the MDHHS Business Service Center (BSC) Director.

1.5 Legal or Court Related

MDHHS shall not transfer legal responsibility for any child to the Contractor except as provided herein.

MDHHS shall involve the Contractor, to the extent allowed by law, in matters relating to any legal or court activities concerning the child while in the Contractor's care.

The Contractor shall 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 communications. The Contractor shall provide MDHHS with updated contact information if it changes.

Contact email address: |

2.2 Requests for Information

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

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2.3 Geographic Area

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

2.4 Licensing Requirements and Number of Children in Care

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, an institution must be established at a specific location.

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

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

At no time shall the number of children in care exceed the licensed capacity of the facility specified in the Contractor's license. On no day during this Contract period, shall there be more than xxx children in placement for whom MDHHS has the responsibility to make a State payment. MDHHS does not guarantee any minimum number of referrals or children in care at any point in time. If the Contractor is able to admit more than the contracted number of children (but not more than the licensed capacity), a Bed Capacity Exception must be obtained by the primary caseworker/agency through DCWL prior to placement.

2.5 Location of Facilities

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

xxx

2.6 Program Name, Statement and Focus

Program Name: xxx

a. The focus of the shelter program is to:

- 1) Provide a safe residential environment for children who have been removed from their home and do not otherwise have an appropriate family foster care placement available.

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- b. This program is available for thirty days or less unless an exception is made in writing by the MDHHS County Director or designee. An exception to this limitation may be made for:
 - 1) Children who have an identified and approved placement, but the placement is not available within 30 days of the child's entry to an emergency or temporary facility.
 - 2) Children whose behavior has changed so significantly that the County Director or his/her manager designee has certified that a temporary placement for the purposes of assessment is critical for the determination of an appropriate foster placement.
- c. The Contractor shall provide MDHHS with copies of its program statement for the program covered under this Contract. The program statement shall comply with the requirements of MDHHS DCWL standards specific to the license listed in Section 2.4 and with all federal laws related to the mixing of abuse/neglect and juvenile justice programs. The Contractor shall inform MDHHS of any changes made to the program statement at any point during the term of this Contract and provide copies of the new statement to MDHHS.

2.7 Provider Numbers

MiSACWIS/CCWIS Provider Number: xxx

Bridges Provider Number: xxx

2.8 Credentials

The Contractor shall ensure that all staff performing functions under this Contract, including contractor employees, volunteers and/or subcontractors, are appropriately screened, credentialed, and trained. Additional staff requirements are identified in Section 2.10, d. of this Contract.

2.9 Compliance Requirements

- a. The Contractor shall comply with all applicable MDHHS policy Children's Foster Care Manual (FOM) and MDHHS policy amendments, including interim policy bulletins.
- b. Throughout the term of this Contract, the Contractor shall ensure that it provides all applicable MDHHS policy and MDHHS policy amendments (including interim policy bulletins) and applicable Administrative Codes to social service staff. The Contractor shall ensure that social service staff complies with all applicable requirements.

MDHHS policies, amendments, and policy bulletins, are published on the following internet link: <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 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 a 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. The statement 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 children, and to all licensed and unlicensed caregivers and families and/or relatives that could potentially provide care or are currently providing care for MDHHS supervised children, including MDHHS supervised children receiving services in a MDHHS contracted residential program.

- d. The Contractor shall provide services within the framework of Michigan's Child Welfare Practice Model, MiTEAM. The Contractor shall utilize the skills of engagement, assessment, teaming and mentoring in partnering and building trust-based relationships with families and children by exhibiting empathy, professionalism, genuineness, and respect. Treatment planning shall be from the family-driven, youth guided perspective and clearly articulated with all relevant members of the treatment team.
- e. The Contractor shall comply with the following provisions of 2015 PA 53. Specifically, once a Contractor accepts a referral from MDHHS, by doing either of the following:
 - 1) Submitting to MDHHS a written Contract to perform the services related to the particular child or particular individuals that the Department referred to the Contractor; or
 - 2) Engaging in any other activity that results in the MDHHS being obligated to pay the Contractor for the services related to the particular child or particular individuals that the Department referred to the Contractor.

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 any services that conflict with, or under circumstances that conflict with, the child

placing agency's sincerely held religious beliefs unless those beliefs are contained in a written policy, statement of faith, or other document adhered to by the child placing agency.

- f. The Contractor shall 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 (MISEP).
- g. 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.

Additional Compliance Provisions

The contractor shall also comply with the provisions of:

- 1) 1984 Public Act, 114, as amended being M.C.L. 3.711 *et seq.*, Interstate Compact on the Placement of Children.
- 2) 1975 Public Act 238, as amended, being M.C.L. 722.621 *et seq.*, Child Protection Law.
- 3) 1982 Public Act 162, as amended, being M.C.L. 450.2101 *et seq.*, Michigan Nonprofit Corporation Act.
- 4) 1994 Public Act 204, as amended, being M.C.L. 722.921 *et seq.*, Michigan Children's Ombudsman Act.
- 5) 1973 Public Act 116, as amended, being M.C.L. 722.111 *et seq.*, Michigan Child Care Organization Act.
- 6) 1939 Public Act 288, Chapter X, being M.C.L. 710.1 *et seq.*, Michigan Adoption Code.
- 7) 1984 Public Act 203, as amended, being M.C.L. 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 U.S.C. 1901 *et seq.*
- 10) 1976 Public Act 453, as amended, being M.C.L. 37.2101 *et seq.*, Elliott-Larsen Civil Rights Act.
- 11) Fostering Connections to Success Act of 2008
- 12) Preventing Sex Trafficking and Strengthening Families Act, Federal PL113-183
- 13) Social Security Act, 42 USC 671(a)(20)
- 14) 2017 Public Acts 246 through 255, Michigan Opioid Laws
- 15) The Michigan Indian Family Preservation Act (MFPA), 2012 PA 565.

- 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)

2.10 Services to be Provided

Services provided under this Contract shall be trauma informed, evidence-based, evidence-informed and based on best practices to effect optimal outcomes. Services must be delivered according to each child's assessed needs with interventions aligned with the identified needs and desirable outcomes. Resources for evidence-based interventions and practices can be found at:

- Building Bridges Initiative (BBI); www.buildingbridges4youth.org
- American Academy of Pediatrics; <http://www2.aap.org/commpeds/dochs/mentalhealth/KeyResources.html>
- SAMHSA's National Registry of Evidence-based Programs and Practices; www.samhsa.gov/ebp-resource-center
- California Evidence-Based Clearinghouse for Child Welfare; <http://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>

The Contractor must incorporate normalcy activities into residential programming such as activities that a child(ren)/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 child(ren) 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 child(ren)'s health, safety, and best interests while at the same time encouraging the child(ren)'s emotional and developmental growth. The contractor must use the standard when determining whether to allow a child(ren) in foster care including those participating in residential intervention 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.

a. Residential Care

The Contractor shall ensure that each child in its care shall be provided with the

elements of residential care outlined in the MDHHS DCWL Child Caring Institution standards specific to the license listed in Section 2.4 of this Contract.

b. Standardized Assessment Tools

The Contractor shall utilize the following assessment tools to assess the child's overall progress in functioning while in the program:

- 1) Child Assessment of Needs and Strengths (CANS) or Child and Adolescent Needs and Strengths (CANS), or Child and Adolescent Functional Assessment Scale (CAFAS), and
- 2) Casey Life Skills Assessment or Daniel Memorial Assessment (For children 14 years of age and older)

The Contractor shall administer the assessment tools within 14 calendar days of admission.

Throughout the term of this Contract the Contractor shall maintain the capability to provide services 24 hours a day, 365 days a year as specified in the treatment plan for each child and his/her family accepted for care.

The range of services specified below establishes a range and number of services to be provided. Services provided to each child shall be individually determined based on the CANS/CANS/CAFAS, and Casey Life Skills Assessment/Daniel Memorial Assessment, and shall be documented in the child's assessment.

c. Referral and Intake Process

1) Referral Packet

At the time of referral, RPU/Case Worker shall provide the contractor with a complete referral packet as outlined in Section 1.2 of this Contract.

2) Referral

a) The Contractor shall accept and act on referrals from RPU upon receipt of a referral. The RPU shall not be required to complete application or other Contractor forms for inclusion in the agency case record or agency files or for any other purpose.

b) The Contractor shall not accept a child for placement prior to a fully executed Individual Service Contract (DHS-3600). In event of an emergency placement, the DHS-3600 shall be fully executed no later than the first business day following placement.

3) Intake

- a) The Contractor and the assigned primary caseworker/agency shall meet at the time of placement to share information which will assist in the care and supervision of the child. If the placement occurs after normal business hours, the meeting shall take place within the next business day.
- b) The Contractor shall complete a DHS-3377 and document all of the personal belongings that a child has at placement.
- c) The Contractor shall develop a comprehensive preliminary assessment within seven calendar days of admission. The plan shall include:
 - i. A comprehensive assessment of the child's physical/mental health needs
 - ii. An assessment of the child's immediate and specific needs & diagnosis
 - iii. Identify long-term service needs for the youth and document them in the treatment plan.
 - iv. The specific services to be provided by the contractor and other resources to meet the identified needs.
 - v. Goals, outcomes, and timeframes for achievement
 - vi. Placement recommendation
 - vii. Barriers to achievement of the recommended placement and plans to eliminate barriers.
- d) The Contractor shall develop an assessment-based plan within 15 calendar days of placement, and every 15 calendar days thereafter.
- e) The service plans shall include:
 - i. Placement recommendation.
 - ii. Barriers to achievement of the recommended placement and plans to eliminate barriers.
 - iii. Identified long-term service needs.
 - iv. The Contractor must submit the service plans, treatment plans, and any assessments that were completed for that reporting period, to the primary caseworker.
 - v. The Contractor shall ensure that licensed clinical personnel (master's level social worker, master's level counselor, licensed psychiatrist, and/or psychologist) conduct a bio-psychosocial evaluation, or review a recent bio-psychosocial evaluation (within the past year) that includes:
 - a) A psychiatric history, as necessary
 - b) Social history
 - c) A mental status examination
 - d) A trauma assessment

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- e) Intelligence and projective tests, if necessary
- f) A behavioral appraisal
- g) Family, environmental, cultural, and religious or spiritual preferences
- h) Behaviors that necessitated a more restrictive placement setting for the child
- i) Reviewing previous psychotherapeutic and psychiatric assessments and treatment
- j) An updated assessment of the child's specific needs & diagnosis.
- k) Placement recommendations
- l) Recommended service to meet the child's identified needs.

d. Staffing

The Contractor must provide sufficient staff who are trained to provide and consistently demonstrate effective child(ren) engagement that encourages child(ren) 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.

1) Diversity, Equity and Inclusion

The Contractor will recruit and employ a diverse staff reflective of the Contractor's client population.

2) Child Care Services

Childcare services are defined as those activities necessary to meet the daily physical, social and emotional needs of the child. Specific direct care staffing ratios are defined within. The Contractor shall assure the availability of on-call Contractor support staff or contracted staff for emergency assistance within 10 minutes of identified need.

3) Staff Education and Experience Qualifications:

- a) All program staff must possess the minimum qualifications prior to working with the child(ren) outlined in Child Caring Institution Administrative Rules and FOM 912.
- b) Therapy services shall be provided by one of the following:
 - i. Licensed Master's Level Social Worker.
 - ii. Licensed Master's Level Counselor.
 - iii. Limited License Master's Level Psychologist.
 - iv. Licensed Psychologist, PhD.

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- 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.
- vi. Licensed Psychologist, PhD, or Psychiatrist.
- vii. Psychiatrist trained to work with child(ren) and families: Board Certified in Child/Adolescent Psychiatry is preferred.

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

4) 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 the home communities, and culturally and linguistically competent care.

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

The Contractor must provide 50 hours of training during a new hire's first year of employment.

The Contractor must provide a minimum of 40 hours within the first 30 calendar days of employment. Sixteen of the 40 hours must occur prior to direct care staff having contact with children. The remaining hours must be completed prior to the end of the first year of employment.

- a) Orientation must include topics identified in R400.4128, as well as the Child Protection Law, Mandated Reporting Requirements, Family/Child/Youth Engagement, interpersonal-communication, appropriate discipline, crisis intervention, effects of trauma, secondary trauma, MiTEAM Case Practice Model Overview, youth handling and de-escalation techniques and basic group dynamics.
- b) A minimum of 25 hours per year of staff development training must be provided to direct care staff following the first year of employment.
- c) All program staff must be provided with training on the topic of engaging youth and family to ensure ongoing development and support of knowledge and skills in this area. This does not have to be accomplished solely through traditional classroom or online training methods.

- d) All program staff must be provided with 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.
- e) Based on the assessment of a staff persons identified training needs, annual training topics must be selected from, but not limited to, the areas identified in licensing rule R400.4128 and FOM 912
- f) All program staff must be trained to serve as a role model to the child(ren) for appropriate social skills, prioritizing needs, negotiation skills, accessing local resources, hygiene and grooming preparation, food preparation and anger management.

5) Staffing Ratio

The Contractor shall:

- a) Provide a minimum of one on-duty direct childcare staff for every xxx children during waking hours. The Contractor is not required to provide the identified staffing ratio during school hours.
- b) Maintain a minimum of one on-duty direct childcare staff for every xxx children during sleeping hours. All the staff shall 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.

If the child poses a threat 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 DHHS Local Office and DCWL Analyst. The emailed request must be secured and encrypted to protect the child's personal information.

e. Reporting

The Contractor shall develop and submit to RPU and the primary caseworker/agency responsible for placement: all case summaries, incident reports, arrests, death notifications and other reports as required in the Children's Foster Care Manual (FOM) and the MDHHS DCWL standards specific to the Contractor's license specified in Section 2.4 of this Contract. The Contractor shall submit all RPU items to MDHHS-Regional-Placement-Unit@michigan.gov.

The Contractor shall submit the preliminary assessment to RPU at the MDHHS-Regional-Placement-Unit@michigan.gov and the responsible primary

caseworker/agency within 14 calendar days of placement and any applicable updates every 7 days thereafter.

The Contractor shall provide the RPU with a current census and bed availability report to MDHHS-Regional-Placement-Unit@michigan.gov daily.

f. Restraint and Seclusion

The use of Positive Peer Culture, peer-on-peer restraint or any form of corporal punishment is prohibited by the Contractor. The Contractor shall promote cultures of care that are family-driven, youth-guided, trauma informed and responsive, and culturally and linguistically competent.

The Contractor shall report the use of seclusion/isolation and restraint within 24 hours (or the next business day) of the use of seclusion/isolation or restraint. The Contractor will utilize the Incident Reporting Form in MiSACWIS/CCWIS to record all incidents of seclusion/isolation and restraint.

g. Transition and Discharge Planning

Transition and discharge planning shall begin at the time of admission. The Contractor shall develop a transition/discharge plan in collaboration with the child, parent or guardian, agency with placement responsibility, foster parents, relative caregiver, and Lawyer Guardian ad Litem (LGAL) during the initial and subsequent Family Team Meeting to be held, within seven calendar days of admission. The child's transition/discharge plan shall include:

- 1) A projected date for discharge.
- 2) The level of care projected to be needed at discharge.
- 3) Long-term clinical service needs identified through assessments for the youth.
- 4) Transfer of information (e.g., medical records, mental health records, etc.).
- 5) A planned contact schedule, to prepare the family/caregiver(s) for a well-supported discharge placement.

The Contractors shall provide the following for a child whose placement recommendation is residential:

- 1) Child-specific information and provide all required documentation for a child whose placement recommendation is residential.
- 2) Notification to the local MDHHS County Office or RPU staff and assigned caseworker of pre-placement interviews held at the facility.
- 3) Will work with the case worker to ensure transportation and coordinate transportation for the child to pre-placement interviews held off site if requested by the primary caseworker/agency and RPU responsible for placement.

h. Family Team Meetings

Family Team Meetings are an essential component of MiTEAM and serve as the primary forum for collaborative case planning for the child and family. The overall goals of the Family Team Meetings are used to plan and review for the child ensuring the child receives an appropriate array and quantity of services necessary to stabilize him/her clinically and behaviorally and to prepare him/her to succeed in less restrictive community-based settings after discharge.

Upon admission, the Contractor shall coordinate with the primary caseworker/agency responsible for placement, the family, and the child to identify members of the child's team for ongoing participation in case planning Family Team Meetings facilitated by primary caseworker/agency. The Contractor shall incorporate relevant planning goals/action steps regarding the child(ren) from previous Family Team Meetings into the Contractor developed initial case plan due 15 days from admission. The Contractor and child(ren) shall participate in quarterly Case Planning Family Team Meetings facilitated by the assigned primary caseworker/agency, and align Contractor developed quarterly case plans with Family Team Meeting/Parent Agency Treatment plans.

For child(ren) who are developmentally appropriate to participate in a Family Team Meeting, the Contractor shall facilitate a Pre-Meeting Discussion with the child at least 24 hours prior to the Family Team Meeting. The Contractor shall participate with the child(ren) in person or via phone conference at all Case Planning/Case Plan Reassessment Family Team Meeting.

The Contractor shall work with the child, family, treatment team, primary caseworker/agency and local CMH provider to assist the child in developing ties to his/her community and other non-family resources. These ties provide assistance and connections with caregivers to help meet the child's relationship needs.

i. Legal or Court Related

The Contractor shall cooperate with the primary caseworker/agency of the child in matters relating to any legal or court activities concerning the child. These activities may include, but are not limited to:

- 1) Transportation of the child to and from court hearings.
- 2) Supervision of the child during transport or while present at the hearing.
- 3) Court testimony, recommendations, and reports to the court as requested by the court. If court reports and recommendations are requested, the Contractor shall send the reports/recommendations to the primary caseworker/agency for review three business days prior to the court hearing.

j. Absent Without Legal Permission

The Contractor shall have a clearly defined process for determining when a child is AWOLP from the placement. The process shall delineate how the facility and grounds are searched, what personnel will be involved in the search, and how the determination will be made that the child is AWOLP from the placement.

Once determined that a child is AWOLP from the placement, the Contractor shall:

- 1) **Immediately** notify law enforcement agencies that the child under their care has failed to return at the expected time.
- 2) **Immediately** file a missing person report with law enforcement.
- 3) **Immediately** notify the local office the primary caseworker/agency and RPU responsible for placement of the child's AWOLP status.

The Contractor and primary caseworker/agency are expected to discuss the factors that led to the child(ren) leaving placement, the plan to alleviate these factors, and the activities of the child(ren) while AWOLP, including if the child(ren) was a victim of trafficking so that appropriate services and treatment can be implemented. It is imperative that the Contractor and primary caseworker/agency communicate regarding any service needs subsequent to an AWOLP child(ren) being trafficked consistent with SRM 300 Human Trafficking of Children and the MDHHS Human Trafficking of Children Protocol.

k. Independent Living Preparation

Independent Living preparation is defined as a comprehensive and coordinated set of activities that will assist children aged 14 and older in preparing for a state of independence or providing care of oneself socially, economically, and psychologically.

The Contractor shall support the child's independent living plan as outlined in the child's case plan including any independent living preparation skills including, but not limited to budgeting and money management; employment seeking skills; communication skills; relationship building; establishing health and hygiene routines; household maintenance and upkeep; educational assistance; preventive health services; parenting skills and accessing community services.

l. Clinical Case Management and Day to Day Crisis Counseling

The Contractor shall provide clinical case management and day-to-day crisis counseling for each child.

Services must include weekly individual therapy supplemented with group therapy and psychiatric services as needed.

The Contractor shall provide psychiatric services as needed and determined by the child's treatment plan.

The Contractor shall facilitate continuation of mental and/or behavioral services the child is participating in at the time of admission through telehealth or other methods whenever possible.

The Contractor must take the following actions if a youth has attempted suicide or has known suicidal ideation:

- 1) A conversation between the program nurse, clinical staff and prescribing clinician must occur within 24 hours if a youth has attempted suicide or has expressed active suicidal ideation. The conversation shall include discussion about the youth's diagnosis, current status, ongoing safety planning and need for changes in treatment or further evaluation for psychiatric hospitalization.
- 2) The youth must be seen at the next scheduled clinic time if they are not admitted for inpatient care.
- 3) If the youth is admitted for inpatient psychiatric care, the youth must be seen within seven business days of inpatient psychiatric services discharge.

m. Inclusion and Involvement of Parents, Other Family Members or Caregivers:

Families (including incarcerated parents) and placement caregiver(s) shall be included as extensively as possible from the beginning of the admission process through discharge whenever it is in the best interest of the child. Families and caregiver(s) shall be supported and involved in all aspects of the child's planning. All services shall be provided in a manner that ensures children, families and placement caregiver(s) receive comprehensive, culturally competent interventions.

The Contractor shall, in accordance with each child's individual plan:

- 1) Include the family (birth, relative, identified adult support or permanent caregiver) in the development of the initial and updated plans and specifically document the family's involvement in the plan and permanency goal.
- 2) Provide routine transportation and flexible hours to accommodate the family's time schedule to facilitate the family's accomplishment of the treatment goals. Routine transportation is defined as any travel, including travel for family visitation, required by the child 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 shall coordinate/collaborate with the primary caseworker/agency to resolve transportation barriers.

- 3) Describe the agency's plan to reduce the barrier of distance of a family to the agency to ensure ongoing family contact as outlined in the FOM 722-06I, Maintaining Connections Through Visitation and Contact.
- 4) Actively facilitate and supervise parental visits as outlined in the FOM 722-06I, Maintaining Connections Through Visitation and Contact. The Contractor shall maintain for each child a record of parental visits including dates, times, lengths of visit, and any other significant information.
- 5) Provide an identifiable area for family visits which offer privacy and comfort.
- 6) In collaboration with the agency responsible for placement, allow for regular sibling visitation and other required sibling interaction as outlined in the FOM and provide supported intervention, based on the child's treatment needs, to encourage and strengthen sibling relationships.
- 7) Arrange for the child to make immediate phone contact (within two hours of placement) with his parents and/or siblings whenever reasonably possible.
- 8) Not withhold family contact (in any form) as a method of discipline.

n. Religion and Cultural

The Contractor shall respect the religious preference of the child and his/her parent(s) or legal guardian.

The Contractor shall ensure each child is afforded opportunities to attend religious services or activities in his/her religious faith of choice. The Contractor shall arrange for or ensure reasonable means are provided for transportation of a child to services or activities on or off site. Safety of the child must always be a priority concern when transporting and supervising children.

The Contractor shall not require or coerce a child to participate in religious services or activities, shall not discipline, discriminate against, or deny privileges to any child who chooses not to participate. The Contractor shall recognize and take into consideration the racial, cultural, ethnic, and religious backgrounds of a child when planning various activities or religious activities.

o. Education

The Contractor shall ensure every child is provided with appropriate educational services. Those services shall be provided in accordance with the requirements set forth in the FOM, and MDHHS DCWL 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 shall:

- 1) Collaborate with the child's identified school to screen for possible educational disabilities; and if a disability is suspected, refer the child for an Individual Education Program Team (IEPT) evaluation within the first five calendar days of placement to assess, plan and place the child in the most appropriate educational/vocational program.
- 2) Request prior educational assessments within five calendar days of placement to assist in assessing the current educational needs. Documentation of diligence in requesting records must be included in the child's file.
- 3) Assure that program staff are available to the school staff in crisis situations to assist in managing the crisis or to call for assistance.
- 4) Provide or arrange structured educational and/or vocational activities for children 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).
- 5) Take an active role in monitoring and maintaining school progress for children. Interventions may include, but are not limited to, obtaining school assignments, monitoring completion of homework, capturing and reporting grades and test scores when and where available, and additional tutoring.
- 6) Provide tutorial services to a child, as necessary, based on the child'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 Contractors Permanency/Educational Specialist. Tutorial services must not be a substitute for special education and related services.
- 7) Provide advocacy and service planning for children that are expelled or suspended including actively engaging the youth's family in the advocacy and planning process.
- 8) Follow Michigan's Department of Education rules and requirements if operating a school on grounds.
- 9) Provide transportation to and from the child's identified school if public school transportation is not available.
- 10) Whenever possible, maintain enrollment in the child(ren)'s school of origin.
- 11) Forward the above education reports to the primary caseworker/agency and RPU within five (5) working days of completion.

p. Medical and Dental Care

The Contractor shall assure that children receive routine and non-routine medical and dental care as required in the FOM 801, Health Services for Foster Children and the MDHHS DCWL standards for the license specified in Section 2.4 of this Contract and as detailed in the Implementation, Sustainability, and Exit Plan. The Contractor shall provide all medical and dental information to the primary caseworker/agency to facilitate maintenance of the Medical Passport (DHS-221).

In addition, the Contractor shall assure that specific health care is provided, including:

- 1) Rehabilitative, physical, or dental procedures by medical personnel as necessary.
- 2) Utilization of enrolled Medicaid providers or a board-certified physician or dentist volunteering his/her time for health procedures.
- 3) Provision of medication as prescribed by a treating physician. Agency must have a Standard Operating Procedure for dispensing and storage of medication.
- 4) Special diets provided as needed and regularly reassessed utilizing appropriate specialized personnel.
- 5) Forwarding the above DCWL required medical and dental examination reports to the primary caseworker/agency and RPU within five (5) working days of completion.
- 6) Coordination with the primary caseworker/agency for securing of prosthetic or mechanical equipment.
- 7) Review of prescriptive non-routine health care by medical personnel.

q. Wardrobe

The Contractor shall assure that children have an adequate wardrobe as defined by and documented on the Clothing Inventory Checklist (DHS-3377) while in placement and upon leaving placement. The Contractor shall complete the DHS-3377 upon placement and discharge. The Contractor shall provide the DHS-3377 to the primary caseworker/agency within five business days of placement and discharge. When the child is absent or at the conclusion of the placement, the Contractor shall have a process in place to keep the child's wardrobe and possessions safe until claimed by the child or MDHHS. If the possessions are not claimed within 90 calendar days, the Contractor may dispose of the items at its discretion.

r. Recreation Activities

The Contractor shall provide daily access to appropriate recreation activities as defined by MDHHS DCWL standards for the license specified in Section 2.4 of this Contract.

s. Transitional Service Following Discharge

The Contractor shall send the case worker the discharge report based on the child's assessment and subsequent Contractor's recommendation.

2.11 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 Contactor.

Performance Objectives for contract compliance:

- a. Substantiated allegations of maltreatment by staff of the provider.
- b. Use of restraints and seclusion.

2.12 Audit Requirements

Contractor/Vendor Relationship

This Contract constitutes a contractor/vendor relationship with MDHHS. The Contractor must immediately report to the MDHHS Bureau of Audit any audit findings of fraud, ongoing concern, financial statement misstatements, or accounting irregularities, including noncompliance with provisions of this Contract.

2.13 Financial Audit Requirements

a. Required Audit or Audit Exemption Notice

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

1) Single Audit

Contractors that are a non-profit organization and that expend \$750,000 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 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 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.

2.14. Cost Reporting

The Contractor shall submit annual financial cost reports based on the state's fiscal year which begins October 1 and ends September 30 in the following calendar year. The reports shall contain the actual costs incurred by providers in delivering services required in this Contract to MDHHS clients for the reporting period. Costs for non-MDHHS children are not to be included. Reports will be submitted using a template provided by MDHHS. The financial reports shall be submitted annually, and will be due December 15 of each fiscal year. The Contractor must comply with all other program and fiscal reporting procedures as are or may hereinafter be established by MDHHS. Reports shall be submitted electronically to MDHHS-Foster-Care-Audits@michigan.gov with the subject line to include the Cost Report Fiscal Year and the Contractors License Number.

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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.

2.15. Service Documentation

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

2.16. Private Agency MiSACWIS/CCWIS

The Contractor shall ensure that residential payment staff has access to the Michigan MiSACWIS or 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

2.17. Billing

The Contractor must bill MDHHS in accordance with Schedule B Pricing Matrix for Filled Beds and Guaranteed Beds.

a. Filled Bed Procedure

Filled Beds are the number of contracted beds in which a youth is placed. The Contractor shall submit through the MiSACWIS/CCWIS system the bi-weekly roster for any child in the Contractor's care per the instructions within the MiSACWIS/CCWIS system. The billing shall only indicate the units of service provided by the Contractor and shall be submitted to MDHHS within 30 days from the end of the billing period.

b. Guaranteed Bed Procedure

Guaranteed Beds are the number of contracted beds guaranteed for MDHHS use which do not result in placement. All invoices submitted to MDHHS must include a spreadsheet identifying the following:

- 1) Date
- 2) Contract number
- 3) Delivery Order number
- 4) Number of contracted shelter beds
- 5) Total number of placements days for the month

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- 6) Total number of unfilled shelter beds for the month
- 7) Number of eject/rejects NOT agreed upon with MDHHS

The information must be submitted electronically to: MDHHS-FederalComplianceDivision@michigan.gov. The subject line shall read: Guaranteed Shelter Bed Payment.

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 shall be honored for payment.

When the Contractor's financial records reveal that payment for a child 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 Office of Child Welfare Services and Support of any ongoing, unresolved payment concerns.

2.18. Fees and Other Sources of Funding

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

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

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

2.19. 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 to which MDHHS has determined that the Contractor was not entitled. If the Contractor becomes aware of any situation involving payments received under this Contract to which the Contractor was not entitled, the overpayment amount must be repaid to MDHHS within 30 days of the Contractor becoming aware. The Contractor is liable for any cost incurred by MDHHS in the recovery of any funding.

Upon notification by MDHHS that repayment is required, or upon any other awareness of an overpayment to the Contractor, the Contractor shall 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 shall constitute grounds to terminate immediately any or all of MDHHS' Contracts with the Contractor. MDHHS shall also report noncompliance of the Contractor to Michigan's Department of Technology, Management and Budget. Such report may result in the Contractor's debarment from further contracts with the state of Michigan.

b. Repayment of Other Amounts due MDHHS

By entering into this Contract, the Contractor agrees to honor all prior repayment Contracts established by MDHHS with the Contractor or Contractor's predecessors. In the absence of a repayment Contract for amounts due MDHHS, the Contractor agrees to make monthly payments to MDHHS at an amount not less than 5% of any outstanding balance and to begin on the date this Contract is executed. If any of these required payments are made more than 30 days past the due date, MDHHS may reduce or withhold future payments made under this or any other Contract(s) between MDHHS and the Contractor.

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

2.20. Child Protection Law Reporting Requirements

- a. The Contractor shall ensure that all employees who have reasonable cause to suspect child abuse or neglect shall report any suspected abuse or neglect of a child in care to MDHHS for investigation as required by Public Acts of 1975, Act Number 238.
- b. Failure of the Contractor or its employees to report suspected abuse or neglect of a child to MDHHS shall result in an immediate investigation to

determine the appropriate corrective action up to and including termination of the contract.

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

2.21 Contract Evaluation and Assessment

The Contractor shall participate in an annual contract evaluation to assess contract compliance and overall service provision. The participation shall include, but is not limited to, the following:

- a. Provide quantitative and qualitative data as requested by MDHHS.
- b. Attend and engage in meetings as requested.
- c. Develop and implement an Agency Focus Plan with MDHHS staff to address all areas of non-compliance.

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 new employee, employee, subcontractor, subcontractor employee or volunteer who works directly with Clients and/or children under this Contract, or who has access to client information:

- a. 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>.

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

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

b. 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

c. 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.

- d. 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.

- e. 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.
- f. 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.
- g. 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

See Attached Schedule B PRICING MATRIX for Shelter Foster Care Program Payments.

3.2 Contract Monitoring and Compliance

MDHHS shall conduct annual and as needed contract reviews.

- a. MDHHS shall provide a contract compliance report to the contractor within 60 days following the review.
- b. Following the identification of the contract noncompliance, Bureau of Out of Home Services (OOHS) will request the Contractor submit a Corrective Action Plans (CAP) to OOHS within 15 days of receiving the written report of findings.
- c. Based on the severity or repeated nature of cited violations, a recommendation may be made by OOHS at any time to place a moratorium on new referrals with the contractor or to cancel the contract. If either recommendation is made, a meeting will be convened with the director of the contracted agency, the division director of OOHS 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.
- d. If a moratorium on new referrals is put into place, it shall be for a minimum of 90 days to allow the contractor to remedy cited violations and comply with any agreed-on CAP. If the cited violations are not corrected during the period of the moratorium or additional serious violations are cited, consideration shall be given to cancellation of the agency's contract. Final decisions regarding the cancellation of a contract shall be made by the CSA director.

4. INSERT Standard Contract Terms

5. INSERT Addendum Federal Provisions

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

**SCHEDULE B
PRICING MATRIX**

MDHHS must make payments to the Contractor based upon the following rates per unit of service delivered as identified below:

<u>Unit Title</u>	<u>Rate</u>
Guaranteed Beds	\$x.xx per bed per day
Filled Beds	\$x.xx per bed per day

Payments must not exceed the amounts allocated as identified below. Payments made above the allocated amounts identified will require an amendment to the contract.

Contract Period	Contract Amount
Begin date through September 30, 2026	\$xxx.xx

- 1) Dollar amounts allocated for Guaranteed beds are identified in the annual fiscal year Delivery Order (DO).
- 2) The annual fiscal year DO number must be included on all invoices to ensure prompt payment.

Guaranteed Beds are the number of contracted beds guaranteed for MDHHS use but which do not result in placement. A monthly invoice must be submitted to MDHHS which identifies the number of guaranteed beds not filled. Payment for a guaranteed bed will be made via SIGMA. The number of Guaranteed Beds under this contract are identified in the table below.

Filled Beds are the number of contracted beds in which a youth is placed. Payment for a filled bed is made via MiSACWIS/CCWIS.

Service Code	745
Program Name	XXX
Number of Contracted Beds	XXX
Number of Guaranteed Beds	XXX
Filled Bed Effective Date	10/01/2023
Guaranteed Bed Effective Date	10/01/2023
Bridges Provider Number	XXX
MiSACWIS/CCWIS Provider Number	XXX