

**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: MAxxx  
Between  
MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES  
And**

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

CONTRACT SUMMARY			
SERVICE DESCRIPTION	Independent Living Plus (ILP)		
GEOGRAPHIC AREA	Statewide		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
3 years	10/01/2019	09/30/2022	2
MISCELLANEOUS INFORMATION			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION		\$xxx	
CONTRACT TYPE	Per Diem		

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

The undersigned have the lawful authority to bind the Contractor and MDHHS to the terms set forth in this Contract. The Contractor's signature certifies that the Contractor is not an Iran linked business as defined in MCL 129.312.

By signing this Contract, the Contractor certifies and assures to the state that they will comply with the Anti-Trust Lobbying Act 31 USC 1352, as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health & Human Services and Education, and Related Agencies section of the current FY Omnibus Consolidated Appropriations Act.

**FOR THE CONTRACTOR:**

xxx

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature of Director or Authorized Designee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**FOR THE STATE:**

MICHIGAN DEPARTMENT OF HEALTH AND  
HUMAN SERVICES

\_\_\_\_\_  
Signature of Director or Authorized Designee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

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Anticipated Total Contract Value: XXX

This Contract will be in effect from the date of MDHHS signature through xxx. No service will be provided and no costs to the state will be incurred before xxx, or the effective date of the 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

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

AND

Youth who can care for themselves with additional support and whose service plans demonstrate a need for more supervision than youth receiving services while placed in general independent living.

#### b. Continuing Eligibility Criteria

Every 90 days, the youth shall be evaluated using the applicable Casey Life Skills Assessment (CLSA) to determine continued eligibility/suitability for placement. If the youth lack sufficient progress to transition into general IL, they will be considered eligible to remain in the ILP program. The Contractor may utilize a different assessment tool, if pre-approved by the ILP contract administrator in the MDHHS Program Office.

If the projected length of stay exceeds twenty-four months, the Contractor shall submit the ILP Extension Request form (DHS-786), at least 45 days prior to the twenty-four-month expiration date for local office approval. If the local MDHHS office approves extending the ILP placement, the form shall be submitted to the ILP contract administrator in the Foster Care Program Office using the Foster Care Policy mailbox: [Child-Welfare-Policy@michigan.gov](mailto:Child-Welfare-Policy@michigan.gov) the subject line should read "ILP Extension Request". The contract

administrator will review approve or deny the extension request and return the DHS-786 to both the Contractor and the local MDHHS office.

c. Determination of Eligibility

If MDHHS makes a referral to a child placing agency for foster care case management services pursuant to a contract with the child placing agency, the child placing agency must accept or decline the referral within ten calendar days of receipt of the referral. If a need for placement is imminent, MDHHS may make referrals for placement concurrently to other contracted providers. Contractor may not transfer a foster care case to another child placing agency. After acceptance of a foster care referral, the Contractor may not refer the case back to the Department except for a request due to documented incidents of risk or serious harm to the youth, peers, or staff, and efforts to reduce the risk have been exhausted or upon the written approval of the County Director, the Children's Services Agency Director, or the Deputy Director.

1.2. Referrals and Discharge

a. Referrals

Referrals for ILP will be made by MDHHS by use of the MDHHS Independent Living Plus Referral Form (MDHHS-6093). The Contractor must accept or decline the referral within ten calendar days from receipt of referral. During the ten-day period the contractor shall have access to the following information regarding the referred youth:

- 1) Initial Service Plan and most current Updated Service Plan/Permanent Ward Service Plan,
- 2) Mental health diagnosis and treatment,
- 3) AWOL incidents (reason, duration, occurrences),
- 4) IQ/intellectual capacity,
- 5) Medications (including medication self-management & noncompliance history),
- 6) Physical needs/disabilities,
- 7) Behavioral needs,
- 8) Independent living skills demonstrated by the youth,
- 9) Substance use/abuse history,
- 10) Criminal/legal history (including pending charges),
- 11) Any incident reports (in past 90 days),
- 12) Any other documentation available and necessary to assess the youth's needs at the time of referral.

If a need for placement is imminent, the Department may make referrals for placement concurrently to multiple contracted providers.

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

A permanency goal of Another Planned Permanent Living Arrangement (APPLA) does not need to be finalized prior to a youth being referred or the Contractor accepting the case. Youth with alternate permanency goals may be referred depending on the case and needs of the youth.

At the time of case acceptance, the Contractor becomes responsible for the primary case management. Case responsibilities continue until the case is successfully closed or is returned to MDHHS. If the youth is Absent without Legal Permission (AWOLP), the Contractor must complete activities to locate the youth as outlined in FOM 722-03A. In the event a youth is AWOL from their ILP placement for more than five calendar days the youth's case may be referred back to the Department by the Contractor as no further placement payments for the youth will be made. The Contractor can request bed hold payments in accordance with FOM 903-7.

Upon placement, MDHHS shall provide the following to the Contractor as it relates to the youth:

- a. Most recent court order,
  - b. Medical Authorization Card (DHS-3762),
  - c. Individual Service Contract (DHS-3600),
  - d. Social security card,
  - e. Birth certificate,
  - f. Immunization record,
  - g. Most recent medical and dental (vision if applicable),
  - h. Medication list and applicable DHS-1643s (if psychotropic medication is prescribed),
  - i. 30-day supply of medication with contact information for prescriber,
  - j. Most recent psychological or psychiatric report,
  - k. Available clinical reports (if assigned to a therapist),
  - l. Semi-Annual Transition Plan for Youth (DHS-901),
  - m. Education report/Transcripts/Last report card,
  - n. IEP (if applicable),
  - o. APPLA paperwork,
  - p. FTM paperwork.
- b. Discharge

Contractor case responsibilities continue until the case is successfully closed or is returned to MDHHS.

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If the youth is Absent without Legal Permission (AWOLP), the Contractor must complete activities to locate the youth as outlined in FOM 722-03A. In the event a youth is AWOL from their ILP placement for more than five calendar days the youth's case may be referred to the Department by the Contractor as no further placement payments for the youth will be made. The Contractor can request bed hold payments in accordance with FOM 903-7.

1.3. Legal or Court Related

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

2. CONTRACTOR RESPONSIBILITIES

2.1. Email Address

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

Contact email address: |

2.2. Requests for Information

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

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

2.3. Geographic Area

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

2.4. Licensing Requirements

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

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of the Department. Therefore, a child placing agency must be established at a specific location.

The Contractor shall ensure that, for the duration of this 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: CBxxx

## 2.5. Location of Office

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

XXX

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

## 2.6. Program Focus

Independent Living Plus (ILP) is an intervention to meet the youth's specific ILP needs and goals until he/she is able to step down to the less restrictive environment foster care offers. ILP is a program that provides staff supported housing and services for youth ages 16 through 19 who, because of their individual needs and assessment, are not initially appropriate for general Independent Living (IL) foster care. These youth may have a demonstrated history of unsuccessful foster care placements. This program is also designed as a post-placement resource for youth in which all the following apply:

- Youth successfully leaving residential services who cannot return home.
- Youth who can care for themselves in a supported, structured ILP program.
- Youth who cannot be placed into a family foster home.
- Youth for whom adoption is not planned.
- Youth who have demonstrated a capacity for and willingness to learn independent living skills in a supported, structured ILP program prior to transitioning into another living arrangement.

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

exception request is submitted using the DHS-786 and must document the specific reasons as to why the youth cannot step down to a less restrictive placement. A copy of the youth's most recent CLSA and DHS-181 approved by the local MDHHS must be included. An extension request cannot be submitted if a youth is currently AWOLP.

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

a. Placement Criteria:

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

2) Staff Supported Housing Requirements:

a) The Contractor shall negotiate monthly rent with the youth. This amount may not exceed 35% of the youth's IL stipend.

b) Provide staff supported housing which may include, but is not limited to:

- i. A campus-style complex
- ii. An apartment complex
- iii. A group home setting

c) Staff supported housing must include:

- i. Staff on site for a minimum of 16 hours per day which includes during sleeping hours.
- ii. Staff coverage at the facility is not required when all youth are offsite.
- iii. A minimum of one on-duty direct childcare contact staff for every 10 youth in placement.
- iv. Contractor provided furnishings for the home which may be new or used but must be in good working condition and must include but are not limited to the following:
  - A stove, microwave and refrigerator
  - Kitchen furnishings (pots, pans, cooking and eating utensils)
  - A dining table and chairs
  - A telephone (landline or cellular)
  - Living room furniture

- v. Each youth will have a separate bedroom which must include, but is not limited to, in good condition:
  - A bed with bed linens and pillow
  - Desk or table with a chair
  - Bookshelf
  - Dresser

3) Host Home Requirements:

- a) Host Homes may be used as an alternative to staff-based housing.
- b) Expectations of the Host Home placement shall be discussed and agreed upon in a transition meeting with the Contractor and Host Home if the Host Home will be a change of placement for the youth. The following topics must be included in the Contract:
  - i. Physical description of space: The Host Home shall provide furnishings for the home which may be new or used but must be in good working condition and must include, but are not limited to:
    - A stove, microwave and refrigerator
    - Kitchen furnishings (pots, pans, cooking and eating utensils)
    - A dining table and chairs
    - A telephone (landline or cellular)
    - Living room furniture
  - ii. Each youth will have a separate bedroom which must include, but is not limited to, in good condition:
    - A bed with bed linens and pillow
    - Desk or table with a chair
    - Bookshelf
    - Dresser
  - iii. Non-discrimination against the youth based on race, sex, religion, age, national origin, color, height, weight, marital status, partisan considerations, gender, disability, sexual orientation, gender identification or expression, or a disability or genetic information that is unrelated to an eligibility or a person's ability to perform a task.
  - iv. Expectations, roles, and responsibilities of both the youth and Host Home adult. This includes:
    - Frequency of services and provider visits/meetings
    - CLSA completion as necessary
    - Per diem and payments, if applicable
    - Approval from the Contractor in the event that a Host Home adult is unavailable and alternate care is required



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- c) Host Homes adults shall undergo Children Protective Services and background checks and meet the placement standards outlined in FOM 721.
  - d) Host Home adults shall be at least 21 years of age.
  - e) Host Home adults shall provide an atmosphere where ILP learning can take place that includes, but is not limited to:
    - i. Displaying positive role modeling behaviors
    - ii. Utilizing teachable moments that provide the youth opportunities to engage in healthy risk taking, fostering both positive and negative consequences
    - iii. Establishing progressive and appropriate expectations based on needs and age of the youth.
  - f) Host Home adults must reside in the home.
  - g) Host Home adults shall be accessible by phone. When the host home adult cannot be available, another adult must be identified who the youth can contact. The alternative adult must be someone other than a case worker with the assigned agency.
  - h) Host Home adults must be accessible to the youth and be in the home during sleeping hours. When the host home adult cannot be available another adult may be identified to supervise. This person must be approved by the agency, including CPS and background checks as described in (c) above to provide substitute supervision.
  - i) There shall be no more than four youth living in a Host Home at a time.
- 4) Approval from the Contractor if a Host Home adult is unavailable and alternate care is required.

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.

a. Staff Training and Qualifications

- 1) Child Welfare Training: Requirements  
The Contractor shall ensure that staff hired or promoted to a foster care social services position complete the Office of Workforce Development and Training (OWDT) foster care Pre-Service Institute (PSI) training within 112 days.
- 2) Staff transferring to a foster care social service position from another children's services position that has successfully completed the PSI training in that program, shall attend and complete OWDT-foster care private agency Program Specific Transfer Training (PSTT) within 112 days of assuming the foster care position.
- 3) The Contractor shall ensure that first line supervisors hired or promoted to a foster care supervisor position complete OWDT foster care New Supervisor Institute (NSI) within 112 days of hire/promotion.
- 4) Supervisors transferring to a foster care supervisor position that has successfully completed the NSI, shall attend and complete the OWDT foster care NSI PSTT within 112 days of assuming the foster care supervisor position.
- 5) Staff who conduct any functions related to the certification of foster homes must attend and pass the five-day class on certifying foster homes, investigating and handling complaints against foster homes.
- 6) Supervisors who have not attended certification training as a certification staff person are to attend the five-day certification and complaint investigation training prior to supervising the certification of foster homes.
- 7) All social service and certification workers must complete a minimum of 32 in-service training hours per calendar year. All first line social service and certification supervisors must complete a minimum of 16 in-service training hours per calendar year.
- 8) The Contractor shall follow the requirements in MDHHS policy Services Requirements Manual SRM 103, Staff Qualifications and Training.
- 9) OWDT: Registration Process
  - a) The Contractor shall register staff for training through the Learning Management System (LMS). In some cases, OWDT will provide a form to be completed and provided to OWDT, who will then perform the registration function within LMS.

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- b) The Contractor supervisor and/or the Contractor training facility coordinator can register Contractor staff directly for in-service training. To cancel or change training registration, the Contractor will need to make the changes in the LMS directly, unless the trainee was registered by OWDT. The Contractor will need to contact the help desk at [MDHHSTraining@michigan.gov](mailto:MDHHSTraining@michigan.gov) for changes to registrations completed by OWDT.
- c) All training completed externally shall be added to the LMS so that it may be included in in-service training hour calculations. The name of the training, a short description, the total number of hours spent in training, and the completion date must be documented in LMS. All qualified training shall be training that improves child welfare practice.
- d) Confirmations, with specific details on times and locations, will be emailed to the Contractor/trainee by OWDT at least seven days before the training commences.

10) Completion of Security Awareness Training

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

Security awareness training is located through the Learning Management System or on the following internet link: [https://dhhs.michigan.gov/course212/Fingerprint\\_Security\\_Awareness\\_Training/story.html](https://dhhs.michigan.gov/course212/Fingerprint_Security_Awareness_Training/story.html)

11) The Contractor shall maintain training documentation to verify successful completion of all required training. Additionally, the Contractor shall maintain documentation of the completion of required in-service training for both social service staff and social service supervisory staff.

12) The ILP Coach:

- a) Must possess a minimum of an Associate's degree or minimum of 60 semester hours or 95 quarter hours in a related field of study.
- b) Must have a valid State of Michigan driver's license and a reliable vehicle available.
- c) May not have more than 10 ILP children assigned at any given time.
- d) Must maintain a flexible work schedule that allows for the provision of ILP support services during non-typical business hours.

- e) Must complete a weekly ILP log documenting actions and tasks related to a specific goal or outcome along with hours spent with each child.

## 2.9. Compliance Requirements

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

- a. The Contractor shall comply with all applicable licensing rules, MDHHS policy Children's Foster Care Manual (FOM), Guardianship (GDM), Services Requirements Manual (SRM), Interstate Compact (ICM), Native American Affairs (NAA), Adoption Manuals (ADM) 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: <http://www.michigan.gov/dhs>. Administrative Codes are published at on the following internet link: [http://michigan.gov/lara/0,4601,7-154-35738\\_5698-118524--,00.html](http://michigan.gov/lara/0,4601,7-154-35738_5698-118524--,00.html)

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

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 assigned to a contracted agency.

- d. The Contractor shall provide services within the framework of Michigan's Child Welfare Practice Model, MiTEAM. The Contractor shall utilize the skills of engagement, assessment, teaming and mentoring in partnering and building trust-based relationships with families and children by exhibiting empathy, professionalism, genuineness and respect. Treatment planning shall be from the perspective of family/child centered practice.
- e. The Contractor shall comply with MDHHS initiatives and programs as requested and/or applicable. These include, but are not limited to the following programs:
  - 1) National Youth in Transition Database (NYTD)
  - 2) Michigan Youth Opportunities Initiative (MYOI)
- f. Compliance with MDHHS Implementation, Sustainability, and Exit Plan:  
The Contractor shall ensure compliance with the applicable requirements of the Dwayne B. v. Whitmer, et al., 2:06-cv-13548, Implementation, Sustainability, and Exit Plan.
- g. 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.
- h. Prudent Parent Expectations  
The Contractor shall ensure prudent parent expectations are followed as outlined in FOM 722-11, Prudent Parent Standard & Delegation of Parental Consent.
- i. Diversity, Equity, Inclusion  
The Contractor will recruit and employ a diverse staff reflective of the Contractor's client population.

Additional Compliance Provisions

The Contractor shall comply with the provisions of:

- a. 1984 Public Act, 114, as amended being M.C.L. 3.711 *et seq.*, Interstate Compact on the Placement of Children.
- b. 1975 Public Act 238, as amended, being M.C.L. 722.621 *et seq.*, Child Protection Law.
- c. 1982 Public Act 162, as amended, being M.C.L. 450.2101 *et seq.*, Michigan Nonprofit Corporation Act.

- d. 1994 Public Act 204, as amended, being M.C.L. 722.921 *et seq.*, Michigan Children's Ombudsman Act.
- e. 1973 Public Act 116, as amended, being M.C.L. 722.111 *et seq.*, Michigan Child Care Organization Act.
- f. 1939 Public Act 288, Chapter X, being M.C.L. 710.1 *et seq.*, Michigan Adoption Code.
- g. 1984 Public Act 203, as amended, being M.C.L. 722.951 *et seq.*, Michigan Foster Care and Adoption Services Act.
- h. The Social Security Act as amended by the Multiethnic Placement Act of 1994 (MEPA); Public Law 103-382, and as amended by Section 1808 of the Small Business Job Protection, the Interethnic Adoption Provision (IEAP).
- i. The Indian Child Welfare Act (ICWA); Public Law 95-608 being 25 U.S.C. 1901 *et seq.*
- j. 1976 Public Act 453, as amended, being M.C.L. 37.2101 *et seq.*, Elliott-Larsen Civil Rights Act.
- k. Fostering Connections to Success Act of 2008
- l. Preventing Sex Trafficking and Strengthening Families Act, Federal PL 113-183
- m. Social Security Act, 42 USC 671(a)(20)
- n. Federal Bureau of Investigation (FBI), Criminal Justice Information Services (CJIS) Security Policy located on the following link: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- o. 2017 Public Acts 246 through 255, Michigan Opioid Laws

#### Compliance with ICWA Requirements

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

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

2.10. Services to be Provided

Treatment Services:

a. Treatment services shall be provided based on the CLSA including, but not limited to:

- 1) Facilitate referrals for counseling services
- 2) Independent living skills training
- 3) 24/7 availability in the event of a crisis or emergency
- 4) Daily in-person supervision with youth
- 5) Coordination for education and/or job skills opportunities

b. Case Management:

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

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

d. Case Acceptance and Treatment Plan

The Contractor shall complete the following:

1) A face-to-face interview with each youth within 3 calendar days of ILP placement.

2) Within 14 calendar days of case acceptance:

- a) Consult with last placing agency (if applicable) to obtain:
  - i. A list of services provided to the youth
  - ii. An exit assessment if available
- b) Determine the youth's educational functional levels in reading, math, etc. Collaborate with the youth's current and/or last school to gain the youth's reading level and assess educational needs.
- c) Ensure that all youth have completed the CLSA within 14 days of acceptance of case.

3) An Updated Service Plan (USP) or Permanent Ward Service Plan (PWSP)/ILP Plan and Contract utilizing information from the last placement and results of intake assessment as its basis.

a) The USP or PWSP/ILP Plan and Contract for each youth are to be assessment driven. Services that are necessary to accomplish the goals outlined in the plan shall be provided by the Contractor. The USP or PWSP/ILP Plan and Contract for each youth shall have the following clearly defined:

- i. Results of assessment
- ii. Goals to be accomplished
- iii. Services to achieve goals
- iv. Time frame to achieve each goal
- v. Time frame for achievement of all goals
- vi. Criteria for placement and/or discharge
- vii. Maintain copies of ILP Plan and Contract and all subsequent USP/ILP Plan and Contracts in the youth's case file.

4) Within 30 calendar days of intake:

a) Complete an ILP Plan and Contract (DHS-181) based on the intake, life skills assessment, and the youth's input and goals with obtainable timeframes.

i. At a minimum, the ILP Plan and Contract shall include:

- An educational goal and/or employment goal.
- Strategies to meet the youth's mental health needs.
- Additional goal setting areas include:
  - Community resources
  - Budget and Financial management
  - Mentoring through adult connections other than Case Manager
  - Family support and healthy marriage/relationship education
  - Health care
  - Housing education and home management training
  - Legal rights
  - Personal health and hygiene
  - Family planning, and preventative health services
  - Pregnancy and parenting (if applicable)
  - Substance abuse prevention
  - Maintain copies of ILP Plan and Contract and all subsequent USP/ILP Plan and Contracts in the youth's case file.



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- b) Provide the youth's Life Skills Coach a copy of the youth's ILP Plan and Contract, which includes areas of need related to the IL skills.
- 5) A review of the ILP Plan and Contract with the youth, along with a quarterly update to reflect the youth's progress, needs and goals. This does not replace the semi-annual Transition Plan Report as required per MDHHS policy.
- 6) A minimum of four monthly contacts with the youth. This shall consist of at least two face-to-face contacts, of which, one will be in the youth's residence. Each face-to-face contact shall be a minimum of one hour. Remaining required contacts may be conducted in person or via telephone conversation for any length of time. Phone messages, texts, e-mails or social media contacts do not replace a required contact but can be utilized.
- 7) Community interactions which promote opportunities to develop IL skills.
- 8) Life Skills training that will assist the youth in gaining self-sufficiency, including applicable CLSA pre- and post-testing. The Contractor shall document the ability of the youth to demonstrate these skills through real life applications.
- 9) A minimum of 4 hours per week of IL instruction upon completion of the CLSA and IL Plan and Contract. Seventy-five percent of the IL instruction time per month must be practical hands-on instruction as opposed to classroom, worksheet, or online instruction. In addition, 10% of the IL instruction time must be community based.
- 10) Quarterly meetings with the case manager, youth, life skills coach, and any supportive persons identified by the youth to review the CLSA and the pre and post test results.
- 11) Provision of transportation for youth that allows them to participate in IL activities.
- 12) Monitoring of youth activities and model appropriate behaviors.
- 13) Assure youth are making progress towards the goals in outlined in their ILP Plan and Contract as measured by the post-test.
- 14) A 3-month and 6-month follow-up post discharge from ILP. Information regarding the youth's housing, education, employment, and connections to other adults must be documented.

e. Adoption and Foster Care Analysis Reporting System Requirements

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

f. MiTEAM Requirements

1) The Contractor shall designate a program manager, supervisor or child welfare staff person in each office location to act as a MiTEAM Liaison with MDHHS to:

- a) Consult with their assigned analyst in the MDHHS central office.
- b) Attend trainings specific to MiTEAM/CQI and the liaison role.
- c) Provide and/or collaborate with others to offer trainings, respond to questions, and share updates to caseworkers regarding MiTEAM/CQI.
- d) Provide technical assistance for use of the MiTEAM Fidelity Tool.
- e) Facilitate/Coordinate completion of Quality Improvement Activities (QIA) within your child placing agency.
  - i. Gather additional information from assigned MDHHS central office analyst to share with your internal CQI/PQI team.
  - ii. Seek opportunities to collaborate with a local MDHHS CQI team, when applicable.
  - iii. Be aware of staff participation with the local MDHHS CQI team.
- f) Convey the MiTEAM/CQI information and activities to Contractor's administration.
- g) Maintain knowledge and expertise of all policies and programs impacting the Contractor.
- h) Be aware of child welfare trends which impact practice and share information with the Contractor's CQI team.

2) The Contractor shall ensure that all child welfare caseworkers:

- a) Complete each training module on the MiTEAM Virtual Learning Site, located at <https://michigan.csod.com/client/Michigan/default.aspx>
  - i. In the order recommended,
  - ii. Including participation in the Individual Field Application Exercises discussed with their supervisor,
  - iii. Complete the caseworker self-assessment exercise as conducted by their supervisor, and

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- b) Apply the MiTEAM competencies and Key Caseworker Activities during everyday contact with team members, including families and professionals.
  - c) Have their competencies reviewed by their supervisor using the MiTEAM Fidelity Tool assessment instrument.
- 3) The Contractor shall ensure that all child welfare supervisors and/or program managers:
- a) Complete each training module on the MiTEAM Virtual Learning Site, located at <https://michigan.csod.com/client/Michigan/default.aspx> in the order recommended.
  - b) Apply the MiTEAM competencies during everyday contact with staff and team members, including families and professionals.
  - c) Conduct the caseworker self-assessment exercise with each caseworker on their staff.
  - d) Review competencies as demonstrated by their staff using the MiTEAM Fidelity Tool assessment instrument.
  - e) Supervisors shall complete the required number of assessments using the MiTEAM Fidelity Tool s as directed by MDHHS.
  - f) Supervisors shall enter results of completed assessments in the identified system as directed by MDHHS.
  - g) Supervisors shall provide feedback to his/her assigned staff and provide coaching opportunities to enhance skills in each competency.
- 4) The Contractor shall ensure that the child welfare director:
- a.) Review each training module on the MiTEAM Virtual Learning Site, located at <https://michigan.csod.com/client/michigan/default.aspx> in the order recommended.
  - b.) Support the practice of applying MiTEAM competencies during everyday contact with staff and team members, including families and professionals.

#### 2.11. Expected Program Performance Outcomes

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

- a. Timely provision of services:
  - 1) Percentage of youth accepted into the ILP program will have face-to-face contact with a case manager within three calendar days of placement.

- 2) Percentage of youth will have a written ILP Plan and Contract within 30 calendar days of ILP placement.
- b. Increase the number of youth who have a safe and stable place to live:
  - 1) Percentage of youth participating in ILP programming will have a plan for housing identified on the ILP Plan and Contract prior to transitioning out of ILP and into another appropriate IL placement.
- c. Increase the number of youth who complete educational goals:
  - 1) Percentage of youth enrolled in a high school or GED program.
  - 2) Percentage of youth that have obtained a high school diploma or GED.
  - 3) Percentage of youth that are enrolled in post-secondary education.
  - 4) Percentage of youth that are enrolled in a vocational education program.
- d. Increase the number of youth who receive career preparation:
  - 1) Percentage of youth who are employed.
  - 2) If the youth is not employed, does career preparation align with case service plan.
- e. Increase the number of youth who have supportive relationships:
  - 1) Percentage of youth who have two or more identified supportive relationships.

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 the Contractor, 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 services 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 services 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 Contractor.

## 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, an 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 \$1,000,000 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 \$1,000,000 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

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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](mailto:MDHHS-AuditReports@michigan.gov). The required submissions must be in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the 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](mailto:MDHHS-Foster-Care-Audits@michigan.gov) with the subject line: ILP 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.

2.15. 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 private agency staff have access to the Michigan Statewide Automated Child Welfare Information System (MiSACWIS) or the Comprehensive Child Welfare Information System (CCWIS) through a web-based interface, henceforth referred to as the “MiSACWIS/CCWIS application.” The Contractor shall ensure that staff follow the MiSACWIS/CCWIS requirements for CPA contracts which are found at: [https://www.michigan.gov/documents/mdhhs/MiSACWIS\\_Security\\_Requirements\\_Agreement\\_for\\_CPA\\_Contracts\\_708974\\_7.pdf](https://www.michigan.gov/documents/mdhhs/MiSACWIS_Security_Requirements_Agreement_for_CPA_Contracts_708974_7.pdf)

For all private child placing agency assigned cases in MiSACWIS/CCWIS, the Contractor shall enter all case management activities, including payments and all required documentation per policy in MiSACWIS/CCWIS. The Contractor shall ensure that private agency staff has access to Michigan’s statewide child welfare information systems through a web-based interface.

Henceforth, the child welfare information systems are referred to as the “MiSACWIS/CCWIS application” and includes the Michigan Statewide Automated Child Welfare Information System (MiSACWIS/CCWIS) and Comprehensive Child Welfare Information System (CCWIS), once it is developed and available as it incrementally replaces the MiSACWIS application. Pursuant to 45 CFR 1355.51- 59, the Contractor must exclusively use the MiSACWIS/CCWIS application to support the child welfare activities covered under the terms of this contract. The Contractor may not utilize any technology that duplicates any of the automated functions within the MiSACWIS or CCWIS applications.

The Contractor shall ensure that staff follow the MiSACWIS/CCWIS requirements for CPA contracts which are found at: [https://www.michigan.gov/documents/mdhhs/MiSACWIS/CCWIS\\_Security\\_Requirements\\_Agreement\\_for\\_CPA\\_Contracts\\_708974\\_7.pdf](https://www.michigan.gov/documents/mdhhs/MiSACWIS/CCWIS_Security_Requirements_Agreement_for_CPA_Contracts_708974_7.pdf)

2.17. Billing

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The Contractor shall submit a bi-weekly roster, for any child in the Contractor's care, to MiSACWIS/CCWIS system in accordance with instructions provided within the system. The payment request 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.

Original payment requests submitted 180 days or more after the end of the billing period will not be considered 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. Repayment

If an overpayment occurs, MDHHS will contact the Contractor by letter with details regarding the overpayment. The letter will provide instructions for remitting payment as well as contact information for disputes. If the Contractor fails to remit payment or make payment arrangements in accordance with the



overpayment letter, such failure may constitute grounds to terminate immediately any or all of MDHHS' contracts with the Contractor.

## 2.20 Reporting Requirements

### a. Child Protection Law:

- 1) The Contractor shall ensure that all employees who have reasonable cause to suspect child abuse or neglect shall report any suspected abuse or neglect of a child in care to MDHHS for investigation as required by the Child Protection Law, 1975 PA 238, MCL 722.622 et seq.
- 2) Failure of the Contractor or its employees to report suspected abuse or neglect of a child to MDHHS shall result in an immediate investigation to determine the appropriate corrective action up to and including termination of the contract.

### b. Caseload Tracking:

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

### c. Standard Reporting Requirements

The Contractor shall submit an ILP Tracking Sheet monthly, in a format provided by MDHHS. The monthly report is due within 15 days following the reporting period. The reports are to be sent to the Foster Care, Guardianship, and Adoption Program Office.

## 2.21 Reserved

## 2.22 Corrective Action Requirements

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

- a. Meet with MDHHS to discuss the noncompliance.
- b. Prepare a corrective action plan within 15 days of receiving MDHHS' written findings.
- c. Achieve compliance within 60 days of receipt of MDHHS' approval of the corrective action plan (unless other time frames are agreed to in writing by

MDHHS) or MDHHS may terminate this Contract, subject to the standard contract terms.

## 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://www.michigan.gov/ichat>.

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

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

- b. 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](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](mailto: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.

2.25 Service Level Agreements

SLA Metric 1. ILP Plan	
Definition and Purpose	The Contractor must ensure children placed in ILP will have a timely ILP Plan and Contract (DHS-181).
Acceptable Standard	At least 85% of the time, children in ILP will have a written ILP Plan and Contract within 30 days of ILP placement.
Credit Due for Failing to Meet the Service Level Agreement	<p>The credit to the State for failing to meet this SLA is 5% of the quarterly total for ILP per diem placement payments paid to the Contractor.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor</p>

	or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.
<b>SLA Metric 2. Case Contacts</b>	
Definition and Purpose	The Contractor must ensure that all ILP youth meet with their case manager.
Acceptable Standard	At least 85% of the time, the children will have the required face-to-face meeting with the Contractor within 3 calendar days of entry to ILP program.
Credit Due for Failing to Meet the Service Level Agreement	<p>The credit to the State for failing to meet this SLA is 5% of the quarterly total for ILP per diem placement payments paid to the Contractor.</p> <p>Extenuating circumstances will be reviewed by the Program Manager before any Service Credits are assessed.</p> <p>At the discretion of the State, these credits may be applied toward any payable due to the Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.</p>

3. MDHHS RESPONSIBILITIES

3.1. Payments

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

- a. The entire rate paid to the Contractor includes costs associated with board and care, including food costs.
- b. The Contractor’s administrative rate(s) for services provided under this Contract shall be:

Service Code	783	
Per Diem Rate	Host Home	\$99.21
	Staff-Supported Home	\$210.25
Effective Date	10-1-21	

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- c. Payment for additional service costs not included in the per diem rate may be authorized in accordance with MDHHS' FOM Manual.

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

- d. Upon placement, MDHHS shall assure that the child(ren) has adequate clothing as defined in the foster care policy manual or shall reimburse the Contractor up to the approved limit allowed for clothing.
- e. Inability of MDHHS to comply with the Federal reporting requirements of AFCARS due to failure of the Contractor to fulfill AFCARS related reporting requirements shall result in a three percent reduction in the Contractor's administrative rate for the six-month period subsequent to the due date of the AFCARS report to the Federal government.

#### Foster Care Training Payments

See attached Schedule B for Foster Care Training Payments

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

- 1) Completion of the Child Welfare Caseworker Training

Payment will be \$6,000.00 total, calculated on a per diem basis, for completion of OWDT-PSI that includes a competency-based classroom and field training if the caseworker passes the competency evaluation within 112 days of hire.

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

Payment will be \$3,000.00 total, calculated on a per diem basis, for completion of the OWDT-PSI-CWC that includes a competency-based classroom and field training if the caseworker certified certificate holder passes the competency evaluation.

- 3) Completion of the Child Welfare Supervisor Training

Payment will be \$1,500.00 total, calculated on a per diem basis, for completion of the Supervisor Training that includes within 112 days of

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hire/promotion if the supervisor passes the competency evaluation. This includes both NSI-Child Welfare AND NSI-Foster Care training sessions.

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

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

The foster care PSTT shall be completed within 112 days of hire. Payment will be \$2,800.00 for the completion of the foster care PSTT training.

Classroom Training Payment

a. The Contractor must submit a signed and dated child placing agency letterhead memo/Invoice that includes the following information:

- 1) Worker name.
- 2) Date of hire or promotion.
- 3) Training, type, i.e., PSTT, PSI etc.
- 4) Training dates (time span in training).
- 5) Amount of reimbursement requested.
- 6) A copy of the transcript reflecting the completion date of the training.
- 7) Memo signed by senior management.

\*\* If the training crosses over fiscal years (10/1–9/30), a dated agency letter head memo or invoice is required for each fiscal year (FY). The total amount of the reimbursement will be prorated for each FY.

The information must be submitted electronically to: [MDHHS-FederalComplianceDivision@michigan.gov](mailto:MDHHS-FederalComplianceDivision@michigan.gov). The subject line shall read: ILP Training Payment.

Submit the above information to the designated mailbox **within 180 days of last day of training**. No original request for payment submitted by the Contractor more than six months after the last date of training shall be honored for payment.

- a) In unique circumstances the Contractor may request an exception to the six-month timeframe; for example, if the Contractor can demonstrate the training transcript was not available or not accurate in the learning management system, in a timely manner.
- b) The private partner **MUST** submit all the following items for payment consideration after the 6-month billing period:

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- i. An individual invoice for the specific item being requested (each worker training must be sent individually).
- ii. An exception memo that includes a detailed explanation of the unique circumstances that prevented submission of the billing in a timely manner, e.g., if the Contractor can demonstrate the training transcript was not available or not accurate in the learning management system. The exception memo must be signed by senior management.

The information must be submitted electronically to: [MDHHS-FederalComplianceDivision@michigan.gov](mailto:MDHHS-FederalComplianceDivision@michigan.gov). The subject line shall read: ILP Training Payment.

- b. For all Contractor staff hired on or after May 1, 1998, attending required OWDT-PSI, CWC-PSI, PSTT, PRIDE and supervisor training, MDHHS-OWDT shall reimburse the Contractor at the Contractor's normal rate of reimbursement or State rates, whichever is less for staff trainee expenditures incurred as part of OWDT attendance. MDHHS-OWDT does not cover travel reimbursement for in-service training. Travel reimbursement shall be limited to lodging, mileage, bridge toll and parking with the following conditions:
  - 1) For each trainee who attends the training session, MDHHS shall reimburse the Contractor up to five (5) nights (Sunday night through Thursday night) lodging per week if lodging expense is incurred. If training continues for two consecutive weeks or longer and the cost of lodging is less than the mileage cost to travel to and from the Contractor's facility over the intervening weekend, the Contractor may request the director of Office of Workforce Development and Training in advance for a travel exception for weekend lodging.
  - 2) For each mile of travel to a OWDT training session closest to the Contractor's site, MDHHS shall reimburse the Contractor for mileage to and from the training and the trainee's assigned work location or home, whichever is closer. The applicable State rate for mileage shall be the lesser of the Contractor's prevailing rate or the State's standard rate.
  - 3) Parking shall be reimbursed at one-time daily parking or continuous daily metered parking, documented with a receipt.
  - 4) MDHHS shall not reimburse travel costs for Contractor staff who attend more than one session (i.e., are required to repeat attendance due to absence or failure to successfully complete a session) without prior approval from DCWL. Refer to the OWDT web site for current reimbursement information for OWDT training at [http://www.michigan.gov/mdhhs/0,5885,7-339-71551\\_11120\\_74572---,00.html](http://www.michigan.gov/mdhhs/0,5885,7-339-71551_11120_74572---,00.html)

#### Training Travel Reimbursement



Contract Number: MAxxx

a) The Contractor must submit:

- 1) Certification letter on child placing agency letterhead signed and dated by senior management to include:
- 2) Contractor Federal ID Number/SIGMA Vendor Number.
- 3) Exact trainee name as registered in the Learning Management System.
- 4) Exact class name.
- 5) Beginning and ending travel dates.
- 6) Amount of reimbursement requested.
- 7) Submit an MDHHS-5628 Travel Voucher for Non-State Employee form. Complete Header Information section and Vendor Information section. In the Accounting Information section enter the invoice number only. Complete the Travel Information section. If additional pages are needed for the Travel Information section, add additional pages of the entire MDHHS-5628 Travel Voucher For Non-State Employee form and label "Page 1 of 3", "Page 2 of 3", etc. Complete the bottom of the form – first line: "Print Name of Preparer".
- 8) MapQuest printouts for each travel route. Submit the first page of the printout only – Page 1 – with total mileage traveled.
- 9) Legible copy of receipts, and front and back of all parking receipts.
- 10) Transcripts showing the training completed.

\*\* If the training crosses over fiscal years September through October (September ends one fiscal year and October begins the new fiscal year), submit a complete travel reimbursement package for each fiscal year. The total amount of the reimbursement will be prorated for each FY.

b) Submit the above information by email **within 180 days of last day of training** to:

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

3.2. Performance Evaluation

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

MDHHS shall perform contract monitoring through activities such as:

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

3.3 Contract Monitoring and Compliance

Contract Number: MAxxx

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**

Contract Number: MAxxx

Attachment A: Glossary of Acronyms and Forms

CLSA: Casey Life Skills Assessment  
AFCARS: Adoption and Foster Care Analysis and Reporting System  
CPA: Child Placing Agency  
OWDT: Office of Workplace Development and Training  
CCWIS: Comprehensive Child Welfare Information System  
DCWL: Division of Child Welfare Licensing  
FOM: Foster Care Online Manual  
GED: General Education Development  
HIPAA: Health Insurance Portability and Accountability Act  
ICWA: Indian Child Welfare Act  
IDA: Individual Development Account  
IL: Independent Living (general)  
ILP: Independent Living Plus  
MiSACWIS: Michigan Statewide Automated Child Welfare Information System  
MYOI: Jim Casey Youth Opportunities Initiative  
NAA: Native American Affairs  
NYTD: National Youth in Transition Database  
OTP: Omni Track Plus  
OOHS: Bureau of Out of Home Services  
PSI: Pre-Service Institute  
PSTT: Program Specific Transfer Training  
PWSP: Permanent Ward Service Plan  
USP: Updated Service Plan

MDHHS-5602: Payment Request  
DHS-786: ILP Extension Request  
DHS-3377: Clothing Inventory Checklist  
DHS-3600: Individual Service Contract  
DHS-3762: Medical Authorization Card

Contract Number: MAxxx

**State of Michigan**  
**Michigan Department of Health and Human Services**  
Independent Living Plus (ILP)

**SCHEDULE B**  
**PRICING MATRIX**

MDHHS shall make training payments to the Contractor based upon the following rates per unit of service delivered as identified below for the Period of:

October 1, 2019, through September 30, 2025

<u>Unit Title</u>	<u>Unit Rate</u>
Child Welfare Caseworker Training	\$6,000.00 per employee
Child Welfare Certificate Training	\$3,000.00 per employee
Child Welfare Supervisor Training	\$1,500.00 per employee
Child Welfare Program Specific Transfer Training	\$2,800.00 per employee