

**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			
BGP Analyst			

CONTRACT SUMMARY			
SERVICE DESCRIPTION	Treatment Foster Care (TFC)		
GEOGRAPHIC AREA	Statewide		
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
3 years	October 1, 2022	September 30, 2025	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:

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

Contract Number: MAxxx

Anticipated Total Contract Value: XXX

This Contract will be in effect from the date of MDHHS signature through September 30, 2025. No service will be provided and no costs to the state will be incurred before October 1, 2022, or the effective date of the Contract, whichever is later. Throughout this Contract, the date of MDHHS signature or October 1, 2022, 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 period.

1. PROGRAM REQUIREMENTS

1.1. Client Eligibility Criteria

a. Eligible Clients

On no day during this Contract period, shall there be no more than the following number of children in placement for whom Michigan Department of Health and Human Services (MDHHS) has responsibility to make a state payment: xxx

MDHHS does not guarantee any minimum number of placements at any point in time.

Services provided under this Contract are limited to children for whom:

MDHHS can legally provide care and services and for whom MDHHS makes a state payment

-OR-

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

-AND-

Are referred from the MDHHS local offices, based on any of the following criteria:

- 1) The child is being discharged from a psychiatric placement approved and/or financed by or is at risk of psychiatric hospitalization.

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- 2) The child is stepping down from residential care, and his/her integration into community care requires a highly structured placement.
- 3) The child has a documented psychiatric or psychological diagnosis (DSM-IV, Axis 1) within the past six months and a rating of severe on one of the following domains on the Child Assessment of Needs and Strengths (CANS): Mental Health and Well-Being, Substance Use, or Sexual Behavior. Definitions for each of the domains can be found in the FOM Manual (FOM722-8b).
- 4) The child is under the age of seven years old, with exceptional and intensive mental health and behavioral needs, has experienced multiple placements, with poor or no response to mental health treatment, and for whom residential placement would be the only alternate option. The child must have a rating of severe on one of the following CANS domains: Mental Health and Well-Being or Sexual Behavior.

-OR-

Children who are receiving post-adoption services under a medical subsidy contract through MDHHS

-AND-

Are referred from the Adoption Subsidy Office with an active medical subsidy contract. The family must meet the qualifications in MDHHS Adoption Policy AAM 640.

b. Continuing Eligibility Criteria

The Juvenile Assessment Center for Wayne County Youth or Community Mental Health (CMH) provider for non-Wayne County youth shall conduct a bi-annual utilization review to determine the child's continued eligibility for placement in the Treatment Foster Care (TFC) program according to the following criteria:

The child continues to have a score on the Preschool and Early Childhood Assessment Scale (PECFAS) and Child and Adolescent Functional Assessment Scale (CAFAS) at the following levels:

CAFAS scoring a minimum of 80 points,

-OR-

Two CAFAS subscale scores of 20 or higher,

-OR-

One subscale of 30 or higher,

-OR-

For children ages 3 to 7, elevated PECFAS subscale scores in at least one of the following areas: self-harm behaviors, mood/emotions, thinking/communicating, or behavior towards others,

-OR-

The child's score is below that noted above, and the Contractor has submitted a transition plan for the child that has been developed with input from the entire treatment team. The plan must explain why the child should remain in TFC even though there have been improved scores. The plan must detail all activities that will be completed by the Contractor to ensure that the child can be successfully returned and maintained in the "planning" or birth family home.

If the projected length of stay is longer than twelve months, the Contractor shall submit an extension request in writing utilizing the TFC Extension Request form (DHS-974) and submit to MDHHS-TreatmentFosterCare@michigan.gov.

1.2. Referrals, Intake and Placement Requirements

- a. Referrals shall be made to the Contractor, by MDHHS using the Initial Placement Request in the PER section of Michigan Statewide Automated Child Welfare Information System (MiSACWIS) or Comprehensive Child Welfare Information System (CCWIS).
- b. The 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 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.
- c. The Contractor shall provide monthly reporting, due on the 10th of each month, to the MDHHS Child Welfare Medical and Behavioral Health designated staff. The monthly reporting must include:

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- 1) Current TFC families. This must include the TFC caregivers' names, address, DCWL license number, license begin date, and license end date.
 - 2) Current placement information. This must include the child's name, child's MiSACWIS/CCWIS person ID, MiSACWIS/CCWIS case ID, placement begin date, and placement end date.
 - 3) Number of current TFC vacancies.
 - 4) Number of expected TFC vacancies
- d. The Contractor shall accept all referrals, if there is an appropriate treatment foster parent to match with the child. The criteria for matching a child with a TFC family, includes but is not limited to the following:
- 1) TFC family composition.
 - 2) Experience or knowledge of the child's specific physical, emotional, or mental health conditions.
 - 3) Willingness and ability to work with significant individuals in the child's life (extended family, siblings, former caregivers, friends of the family).
- e. The Contractor shall not accept a TFC case unless placement is available.
- f. The Contractor shall place the child within three business days of accepting the referral if an appropriate TFC family is available.
- g. The Contractor shall provide for a minimum of one pre-placement visit between the child and the TFC family to assist in matching the child with an appropriate TFC family.
- h. The Contractor shall make every effort to place children in TFC homes within the referral county to ensure continuity and to facilitate the coordination of follow up services for the child and planning at discharge. However, when that is not possible and when there is an appropriate match between a child and a TFC foster parent in another county, a placement may be made. MDHHS will monitor the frequency with which placement outside of the referral county occurs.
- i. In the event that the Contractor cannot accept the child referred for placement in the TFC program, the Contractor shall document the reasons the child is not being accepted utilizing the TFC Denial of Referral form (DHS-976) to the applicable local MDHHS County Director, and to MDHHS-TreatmentFosterCare@michigan.gov.
- j. The Contractor shall not eject children from the TFC program unless the child presents a consistent danger to self and/or others. The Contractor shall

document specific treatment services employed by the Contractor and the treatment foster parent to address and manage the child's behaviors, including all efforts to maintain the child in the community setting. Every ejection of a child from TFC shall require the Contractor to provide written notice, including the information referenced above, to the referring local MDHHS County Director and to the MDHHS Division of Child Welfare Licensing.

- k. TFC parent(s) shall have no more than four total children (birth, adoptive, foster care, relatives, guardian, etc.) in the home. No more than three shall be foster care children. No more than two TFC children. Note: The home may accept two TFC children if at least one foster parent(s) does not work outside the home or if the two TFC children are siblings. At the time a TFC child is placed, foster children residing in the home shall not require additional care of the foster parent beyond a Determination of Care (DOC) supplemental level I. Additionally, all children residing in the home shall be four years of age or older. Exceptions to this section should be explained on a DHS-975 and submitted to the Child Welfare Medical Unit for approval. The exception should be emailed to MDHHS-TreatmentFosterCare@michigan.gov.
- l. Except for emergency placement, the Contractor shall not accept a child for placement prior to the signing of an Individual Service Contract, (DHS-3600) by both the Contractor and MDHHS local office. For emergency placement a DHS-3600 shall be signed no later than the first business day following placement.
- m. If MDHHS makes a referral to a child placing agency for treatment foster care case management pursuant to a contract with the child placing agency, the child placing agency must accept or decline the referral within seven business days of receipt of the referral from foster care or from adoption subsidy.
- n. Upon placement, at minimum, MDHHS shall provide the Contractor with a court order, the Individual Service Plan (ISP), most current Updated Service Plan (USP), a Medical Authorization Card (DHS-3762), Individual Service Contract (DHS-3600), medical passport, Individualized Education Plans (IEP) and mental health records or testing, if available. Failure of the Department to provide the Contractor with the required documentation may result in the child's discharge from TFC within seven calendar days.

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

2.3. Geographic Area

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

The Contractor may by arrangement with the local MDHHS office and the MDHHS Children's Services Administration provide services to MDHHS-referred children and families from other areas of the State.

2.4. Licensing Requirements

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

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

Xxx

Treatment foster care services shall be provided in MDHHS approved client, relative caregiver, and foster parent homes.

2.6. Program Focus and Name

Treatment Foster Care is a family-based service that provides individualized treatment for children and their families. TFC services are directed towards diverting children from placement in a residential setting or assisting a child after discharge from a residential setting. The treatment foster family is viewed as the primary focus of intervention with children in their care. It is a family setting that seeks to integrate with, rather than replace treatment services provided outside of the home. Treatment will be delivered through service interventions provided by treatment foster care program staff and external resources with the child, identified permanent placement (including parents when reunification is the permanency planning goal) and treatment foster parents.

The length of TFC will be variable and at all times be determined on an individual, case-by-case basis relative to each child's specialized needs and service plan. Discharge planning shall begin at the time of placement within the treatment foster home.

TFC shall not be used as a long-term placement option but should be an intervention, which serves to meet a child's specific treatment needs until he/she is able to step down to a lower level of placement as determined by the family's MDHHS service plan and the child's treatment plan.

The Contractor shall participate in meetings in Lansing, Michigan with the Michigan Department of Health and Human Services to be held at least one time per year. MDHHS shall be responsible for working with the Contractor to set an agenda and schedule each meeting.

The Contractor shall provide MDHHS with copies of its program statements 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 above and with all federal laws.

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

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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 in accordance with licensing rule. Additional staff requirements are identified in Section 2.10., i. of this Contract.

2.9. Compliance Requirements

Except in subsection h., the Contractor shall comply with the following requirements:

- a. The Contractor shall comply with all applicable DHHS policy Children's Foster Care Manual (FOM) Guardianship (GDM), Confidentiality (SRM 131), Fingerprints (SRM 200), Interstate Compact (ICM), and Adoption (ADM) Manuals and MDHHS policy amendments (including Communication Issuances) and all applicable provisions in the Modified Implementation, Sustainability, and Exit Plan.
- b. Throughout the term of this Contract, the Contractor shall ensure that it provides all applicable MDHHS policy and MDHHS policy amendments (including Communication Issuances) 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 Communication Issuances, are published on the following internet link: <http://www.michigan.gov/mdhhs>. Administrative Codes are published at on the following internet link: [LARA - Administrative Rules \(michigan.gov\)](#)

- c. The Contractor shall comply with the DHHS 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 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 ensure all directives and services ordered by the court are completed to the satisfaction of the court within the timeframes ordered.
- f. The Contractor shall ensure worker participation in the department's federally required Random Moment Time Study (RMTS) in order to determine the amount of time spent on various activities. Based on these results, MDHHS determines the amount of worker time that can be charged to various funding sources. Failure to ensure workers meet RMTS training requirements and provide timely and accurate RMTS survey responses may result in recoupment of funding or other corrective actions, as set forth in this Contract.
- g. The Contractor shall ensure the provision of all treatment services required based on an assessment of each child and parents' needs. Treatment services include but are not limited to the provision of counseling/therapy for each child. The Contractor shall ensure the provision of all medical, dental and behavioral health services required based on an assessment of each child's needs. The Contractor may utilize Medicaid (or private insurance) reimbursable services to comply with this requirement. If a counseling or therapy service is not available or accessible for each child, the Contractor is responsible for the direct provision of the service.
- h. 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.

- i. Compliance with MDHHS Modified Implementation, Sustainability, and Exit Plan

The Contractor shall ensure compliance with the applicable requirements of the Modified Implementation, Sustainability, and Exit Plan

- j. Prudent Parent Expectations
The Contractor, within the constraints of the agency's Contract, shall incorporate normalcy activities into foster care programming. These activities must comply with the reasonable and prudent parent standard to help children develop skills essential for positive development.

- k. Diversity, Equity, Inclusion
The Contractor will recruit and employ a diverse staff reflective of the Contractor's client population.

- l. Additional Provisions

The Contractor shall comply with the provisions of:

- 1) Act Number 114 of the Public Acts of 1984, as amended, and known as the Interstate Compact on the placement of children;
- 2) Act Number 238 of the Public Acts of 1975, as amended, and known as the Child Protection Law;
- 3) Act Number 162 of the Public Acts of 1982, as amended, and known as the Nonprofit Corporation Act;
- 4) Act Number 204 of the Public Acts of 1994, as amended, and known as the Children's Ombudsman Act;
- 5) Act Number 116 of the Public Acts of 1973, as amended, and known as the Child Care Organization Act;
- 6) Chapter X of Act Number 288 of the Public Acts of 1939, as amended, and known as the Adoption Code;
- 7) Act Number 203 of the Public Acts of 1994, as amended, and known as the Foster Care and Adoption Services Act;
- 8) Public law 13-382, Section SS 1-54, title the Multiethnic Placement Act of 1994 (MEPA) as amended by Public law 104-188, Section 1808, the Small Business Job Protection act of 1996, known as 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 PL 113-183

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- 13) Social Security Act, 42 USC 671(a)(20)
- 14) Federal Bureau of Investigation (FBI), Criminal Justice Information Services (CJIS) Security Policy located on the following link: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>
- 15) 2017 Public Acts 246 through 255, Michigan Opioid Laws
- 16) 1994 Public Act 203, as amended, being M.C.L 722.958a et seq., Foster Parent Bill of Rights.

m. Completion of Security Awareness Training (SAT)

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

Security awareness training is located through the Learning Management System or on the following link: https://dhhs.michigan.gov/course212/Fingerprint_Security_Awareness_Training/story.html

2.10. Services to be Provided

- a. The Contractor shall establish a TFC treatment team for each TFC child entering TFC placement and demonstrate active efforts to maintain the same treatment team as long as the child remains in TFC placement. At a minimum, the treatment team must consist of the following:
 - 1) A TFC case manager who provides FC Supervision.
 - 2) A TFC supervisor.
 - 3) A TFC behavioral aide.
 - 4) A TFC parent(s).
 - 5) The child in placement.
 - 6) A birth parent(s) or other identified permanent caregiver for the child.
 - 7) A MDHHS or Placement Agency Foster Care (PAFC) staff, with family responsibility.
 - 8) A mental health worker (therapist).
 - 9) Other appropriate community members such as school personnel, the child's Lawyer Guardian Ad Litem (LGAL) and other advocates for the child/family.
- b. The Contractor shall ensure that the TFC treatment team (Section 2.10, a) meets at a minimum, twice during the first thirty calendar days of the child's placement in TFC. Thereafter, the Contractor shall ensure that the TFC

treatment team meets at a minimum once every thirty calendar days. A pre-placement team meeting will occur whenever possible prior to placement.

- c. The Contractor shall ensure that TFC treatment team meetings are documented in the case record and shall include the following for each TFC meeting:
 - 1) Meeting date.
 - 2) The names and titles of each TFC team member in attendance.
 - 3) The child's progress on treatment goals, as identified in the Comprehensive Treatment Plan, which was completed prior to or at the time of the child's placement into the TFC program. The report of progress shall include but not be limited to identification of successes as well as barriers and plans for resolution.
 - 4) The TFC parent's compliance with the child's treatment plan and associated treatment interventions, including but not limited to identification of successes as well as barriers and plans for resolution.
 - 5) The birth parents or permanent caregiver's compliance with the treatment plan and parenting time plan, including but not limited to, identification of successes as well as barriers and plans for resolution.
 - 6) Update from the Behavioral Aides, on the success and challenges of implementing the treatment plan for the child.
 - 7) Update from the Treatment Foster Care Case Manager on the success and challenges related to the child's progress in the TFC program.
 - 8) Update from the mental health worker.
 - 9) Input from others involved in the case.
 - 10) Update of changes to treatment plan for the child, if appropriate.
 - 11) Signature and date of all in attendance at the Treatment Team meeting, on a Treatment Team meeting document form created by the Contractor.

The Contractor shall ensure the child(ren) placed in TFC is assessed for a CAFAS score within 30 calendar days of placement, if a CAFAS was not administered in the 90 calendar days prior to placement.

- d. The Contractor shall seek clinical services through CMH for children who have a Serious Emotional Disturbance (SED) or make therapeutic arrangements to ensure the provision of individual clinical therapy sessions, psychiatric and psychological services, as necessary to ensure that the child's mental health needs have been assessed and addressed. All mental health needs, including therapy/counseling, assessment, psychiatric and psychological services, medication reviews, etc. must be documented in each service plan and contained in the case record.

Note: The Contractor shall transfer children to the Community Mental Health (CMH) for mental health services once the CMH services are in place. The Contractor shall provide mental health services for a transition period until the

CMH case is opened. The Contractor shall contact Child Welfare Medical and Behavioral Health designated staff if there is difficulty accessing mental health services through CMH.

- e. The Contractor shall ensure that trauma informed treatment will be provided to all children in TFC.
- f. The Contractor shall request and/or access quarterly or ongoing therapy reports noting the child's identified goals and progress updates from the mental health therapist.

The Contractor shall utilize the Addendum functionality in MiSACWIS/CCWIS to document additional items needed for the quarterly TFC service plan, i.e., behavioral and activities planning family identification and activities and respite plan.

- g. The Contractor shall recruit, train, certify for licensure and provide supportive services to TFC parents and their families, to ensure that there are an adequate number of qualified and appropriately trained TFC families available to fulfill the terms of this contract.
- h. The Contractor shall document in the Initial Foster Home Adoption Evaluation and all subsequent foster family renewal and annual assessments, that the family is able to provide a supportive and nurturing environment, including developmentally appropriate structure and supervision, as well as teaching and guidance necessary to foster the child's relationship building and skill development.
- i. Staff Qualifications and Requirements:

The Contractor shall provide qualified, trained staff sufficient to adequately fulfill the terms specified in this Contract and as well as those required in the R.400.12205 and R.400012206 of the Licensing Rules for Child Placing Agencies.

- 1) The TFC Supervisor shall:
 - a) Possess a minimum of a master's degree in a human service field and a minimum of two years of experience in the placement/treatment of children and families. The TFC supervisor shall be qualified to provide clinical supervision to the TFC case manager.
 - b) Have experience in providing supervision to staff that provide foster care services, must be knowledgeable of MDHHS foster care

policies and procedures, family therapy theories and treatment philosophies, and local community resources.

- c) Be knowledgeable of MDHHS foster care policies and procedures, family therapy theories and treatment philosophies, as well as knowledgeable of local resources.
 - d) Have supervisory responsibility for no more than five (5) TFC case managers at any given time. Three (3) behavioral aides are equal to one (1) TFC case manager. A TFC supervisor with fewer than five (5) case managers may supervise case managers from other programs. The total hours of the mixed caseload for the TFC Supervisor shall not exceed 1.0 FTE.
 - e) Provide weekly clinical supervision to the TFC case manager, which shall be documented in such a fashion that it is easily accessible for review.
 - f) Have a flexible work schedule that allows for the provision of TFC support and supervision during non-typical business hours.
 - g) Complete 30 hours of treatment foster care pre-service training using a curriculum that includes a section on providing trauma-informed care and that has been approved, in writing by the Child Welfare Medical and Behavioral Health Out of Home Services Bureau, prior to assuming any supervision responsibilities.
 - h) Complete a minimum of 24 hours of annual training.
- 2) The TFC Case Manager shall:
- a) Possess either a master's degree in a human services field or a bachelor's degree (B.A., B.S., or a B.S.W) in a human services field with two years' experience working with children and families in foster placement, with experience in assessment and development of services plans.
 - b) Have experience with children and families with multiple problems and overall ability to relate to and engage with children and families in resolution of these problems.
 - c) Have weekly contact with the TFC behavioral aide (or equivalent staff to assist his/her understanding of the TFC child's treatment plan, and his/her role in achieving the child's goals of acquiring

developmental and therapeutically appropriate daily living and social skills, and recreational and leisure activities.

- d) Have a caseload of no more than eight TFC children at any given time. Note: A TFC case manager with less than a full TFC caseload may have additional responsibilities; the total hours of the mixed caseload for the TFC Case Manager shall not exceed 1.0 FTE.
 - e) Communicate not less than monthly with each child's mental health provider to monitor each TFC child's progress in treatment and to ensure coordination of services to the child.
 - f) Coordinate and collaborate with the educational system, having contact with the child's school at least monthly.
 - g) Review behavior logs completed by the TFC family on at least a monthly basis.
 - h) Have a flexible work schedule that allows for the provision of TFC case work services during non-typical business hours.
 - i) Complete 30 hours of treatment foster care pre-service training using a curriculum that has been approved, in writing by the Child Welfare Medical and Behavioral Health, prior to assuming any case management responsibilities. (Exception: if a TFC family has begun the training hours and placement would be appropriate, a placement can occur while the foster parents complete the additional training hours. Submission of a DHS-975 for exception should be submitted to MDHHS-TreatmentFosterCare@michigan.gov).
 - j) Complete a minimum of 24 hours of annual training.
- 3) The TFC Behavioral Aide shall:
- a) Possess a minimum of a high school diploma, although an associate degree is preferred.
 - b) Have the capacity to implement treatment plans, goals and behavioral interventions as established by the TFC treatment team.
 - c) Have a valid State of Michigan driver's license and have a reliable insured vehicle available to provide transportation as necessary.
 - d) Have no more than ten TFC children assigned at any given time. (1 FTE TFC behavioral aide: 10 children).

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- e) Have a flexible work schedule that allows for the provision of TFC behavioral support services during non-typical business hours.
 - f) Complete 30 hours of treatment foster care pre-service training that includes a section on providing trauma informed care and that has been approved, in writing by Child Welfare Medical and Behavioral Health prior to assuming any case responsibilities.
 - g) Complete a minimum of 24 hours of annual training.
- 4) TFC Parent Requirements

The Contractor shall ensure the following:

- a) Licensed TFC parent(s) who are in compliance with Licensing Rules for Foster Family Homes and Foster Family Group Homes for Children.
 - b) Unlicensed TFC relative foster homes are subject to the same training requirements and program supports. Unlicensed TFC foster homes may only provide TFC services for their own relative children placed with them.
 - c) At least one TFC parent shall be 25 years of age and neither partner in a couple can be younger than 21. A one parent TFC family may be utilized if the parent is at least 25 years of age, has appropriate community and family supports and meets all other requirements.
 - d) TFC parent(s) shall have no more than four total children (birth, adoptive, foster care, relatives, guardian, etc.) in the home. No more than three shall be foster care children. No more than one shall be a TFC child. Note: The home may accept two TFC children if one foster parent does not work outside the home. At the time a TFC child is placed, foster children residing in the home shall not require additional care of the foster parent beyond a Determination of Care (DOC) supplemental level I. Additionally, all children residing in the home shall be four years of age or older. Exceptions to this section should be explained on a DHS-975 and submitted to MDHHS-TreatmentFosterCare@michigan.gov.
- 5) TFC parent(s) must do the following:
- a) Participate in the TFC treatment team meetings.

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- b) Assist the child in maintaining contact with his/her family, as appropriate and specified in the court order and treatment plans.
 - c) The TFC foster parent must be willing to meet with the birth or permanent caregiver as detailed in Section I., subsection I.1. Birth Parent/Permanent Caregiver Contact.
 - d) Work with the referring agency (MDHHS or private Placement Agency Foster Care provider), to support the permanency goal for the child.
 - e) Accept and cooperate with the intense level of involvement and supervision from the TFC program staff, recognizing the impact that the frequent involvement may have on their family life.
 - f) Successfully complete 30 hours of treatment foster care pre-service training using a curriculum that has been approved, in writing by Child Welfare Medical and Behavioral Health, prior to accepting a child for placement.
 - g) Work with the birth/planning family teaching intervention strategies and provide supportive parenting time (may be provided through a therapist).
 - h) Successfully complete all other required orientation and training requirements as established by the Licensing Rules for Foster Family Homes and Foster Family Group homes for Children.
 - i) Complete training that explains "What is Trauma-Informed Parenting" and provides information on a trauma-informed home environment.
 - j) Complete a minimum of 24 hours of annual training.
 - k) TFC parents will complete daily behavior logs or checklists for the child in their care.
- 6) The Contractor shall make available to the foster parent 36 hours of respite per month.
- a) Respite shall include both planned and crisis respite.
 - b) The TFC behavioral aide may be considered respite for the TFC foster family, as the TFC behavioral aide is expected to accompany the child to community outings and recreational activities for a specified block of time, without the TFC foster parent.

- c) Respite providers must be approved by the TFC team, and the providers must know what the child's treatment plan and goals are and be able to continue work on these goals while they are providing the respite services.
- d) The Contractor shall develop a respite plan for each TFC child, and the plan must be reviewed, documented and updated, as necessary, every quarter in the Updated Service Plan.
- 7) The Contractor shall develop formal and informal supports for the TFC parent(s), including the establishment of a TFC support group that meets at least one time per month. The Contractor shall maintain documentation that the TFC group was offered to all TFC foster care parents.
- 8) The Contractor will complete an annual evaluation of their TFC parents, as well as provide regular on-going feedback.
- j. Foster Care Service Standards – Contacts

In addition to providing the TFC services described above, the Contractor shall also provide foster care services to all children placed under this contract, as follows:

The Contractor shall ensure that TFC program staff provides consultation and/or supervision according to the following guidelines:

- 1) Child Contact
 - a) The TFC case manager must have face to face contact with the TFC child, a minimum of two times per month, with one of these contacts occurring at the TFC family home. During the face-to-face contact, individual time must be spent with the TFC child, which allows:
 - i. The TFC child to have a private conversation with the TFC case manager, where he/she is free to share special concerns.
 - ii. Allows the TFC case manager to directly assess the TFC child's current emotional/mental health, physical health, safety and general well-being.
 - iii. Allows the TFC case manager to directly assess the TFC child's progress based on the treatment plan.
 - b) The TFC case manager or behavioral aide must work with the TFC child on at least a weekly basis, to implement the treatment goals established by the TFC treatment team, and to monitor the TFC child's progress on said treatment goals.

2) Birth Parent/Planning Family Contact

(Contact requirements when the TFC child's goal is reunification with the birthparent or placement with an identified planning family.)

- a) Note: It is the referring agency's responsibility to identify a planning family. Contact with the planning family may occur at any of the following locations but not limited to, team meetings, birth family visits, in the community, etc.
- b) The TFC foster parent must have face to face contact with the birth parent or planning family on at least a monthly basis. Every other month, these face-to-face contacts shall occur separate from the TFC treatment team meetings.

The purpose of this meeting is to allow the following:

- i. Discuss the specifics of the treatment plan and goals.
 - ii. Assist the parent/planning family with the implementation of the treatment goals as identified in the case service plans to support the child's safe placement with the parent or planning family.
 - iii. Assess the parents' or planning family functioning to assist the treatment team in determining the treatment goals for a safe placement of the child back with the parents or with the planning family.
 - iv. Provide an opportunity for parenting time "coaching" to assist the birth parent or planning family in developing the knowledge base and skills necessary to have positive interactions with the child.
- c) The TFC case manager must meet with the birth parent or the permanent caregivers no less than one time per month. During these contacts the TFC case manager will review the child's progress in the TFC program, discuss interventions being used with the child and evaluate the birth parent or permanent caregiver's ability to implement the interventions, address the concerns of the birth parent or permanent caregiver related to their ability to accept the child into their home determine what services are needed to support the return of the child.
 - d) The TFC case manager must facilitate a meeting between the mental health worker and the birth parent or planning family no less than one time per month, to ensure that they are aware of the interventions being used to achieve the treatment goals for the child. This contact shall include assisting the birth parents/permanent

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caregiver in developing the knowledge and skills necessary to appropriately implement the intervention.

3) Foster Parent Contact:

- a) The TFC case manager shall have two face-to-face contacts with the TFC parent, one of which is to be in the foster home.
- b) The TFC case manager or behavioral aide shall have at least weekly contact with the TFC parent to provide regular support and assistance.
- c) The TFC case manager or behavioral aide shall have twice weekly contact with the TFC parents, to ensure that they are aware of the interventions being used to achieve the treatment goals for the child. This contact shall include assisting the TFC parents in developing the knowledge and skills necessary to appropriately implement the intervention.

4) Sibling Contact:

The Contractor shall assure that siblings have face-to-face visits no fewer than one time per month, unless compelling reasons to the contrary are documented in the ISP, USP, or Permanent Ward Service Plan (PWSP).

5) Parenting Time:

- a) The Contractor shall assure that parenting time occurs not less than mandated by FOM policy 722-06I unless the court has ordered a revised parenting time schedule for the family. The Contractor shall offer and provide transportation assistance and a flexible visitation schedule (outside of routine business hours) to facilitate parenting time.
- b) If the parents are substantially addressing barriers, parenting should be expanded to allow the opportunity to practice taught interventions.

k. Reporting

The Contractor shall complete all reports using MiSACWIS/CCWIS. The Contractor shall forward all Service Plans to the referring or monitoring MDHHS local worker within 5 calendar days after the due date. For youth being serviced through the Adoption Subsidy Medical Contract, this section does not apply. Reporting should be consistent with the requirements in AAM 640.

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- 1) The Contractor shall complete an Initial Service Plan within 30 calendar days after initial placement of the child (FOM-722)

The ISP shall include monitoring children who remain at home, whether or not they are court wards. This shall include the mandatory reporting of suspected neglect or abuse to Children's Protective Services. The plan shall summarize the service needs of these children and how these needs are being met as specified in MDHHS' FOM.

- 2) The Contractor shall complete the Updated Service Plan (USP) within one hundred and twenty (120) calendar days of the child(ren's) initial out-of-home placement and at least every ninety (90) calendar days thereafter (FOM-722).
- 3) The Contractor shall complete a Comprehensive Treatment Plan within 30 calendar days and review and update the plan every 30 calendar days thereafter.
- 4) Contractor shall provide written notice to MDHHS' local office and to the parent, when appropriate, in advance of any placement change, except in cases where the foster parent requests emergency removal, in which case, the MDHHS local office shall be notified on the next business day. A conference to discuss the placement change shall be held upon request of MDHHS local office.

If it is necessary to move a child from one foster home placement to another, the Contractor shall prepare and submit an Action Summary (DHS-69) to MDHHS local office responsible for ongoing supervision or monitoring within 15 calendar days of the replacement. Preparation and submission of a replacement report does not alter the Updated Services Plan requirements above.

- 5) The Contractor shall complete the TFC Discharge Report (DHS-979) within 15 calendar days of discharge from the TFC program. The TFC Discharge Report shall be sent to MDHHS-TreatmentFosterCare@michigan.gov.
- 6) Immediately of the Contractor being made aware of a child's absence from their approved placement (AWOLP – absent without legal permission) the Contractor shall notify MDHHS and document said notification in the case record.

The Contractor shall notify the court of jurisdiction and the parents, if appropriate, within 24 hours and document such notification in the case record.

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The Contractor shall conduct a diligent search for the child within the first 48 hours of the child being placed on AWOLP status and document the efforts of the search in the case record.

The Contractor shall conduct a diligent search for the child each quarter (90 days) that the child remains AWOLP and document the efforts of the search in the Updated Service Plans. (FOM-722)

- 7) Within 30 calendar days of a child leaving care, the Contractor shall prepare and submit to the MDHHS local office an Action Summary (DHS- 69) including a narrative termination summary and the reason for termination. (FOM-722)
- 8) When the Contractor has full family responsibility the Contractor shall prepare and submit to MDHHS' local office every 90 calendar days a summary report of aftercare services provided to the child in her/his own or relative home as required by FOM 722.
- 9) The Contractor shall prepare and submit to MDHHS' local office an Updated Service Plan within 10 business days of permanent wardship as required by FOM 722.
- 10) The Contractor shall report any serious injury or illness of a child to the MDHHS local office and parent within 24 hours of the incident and confirm the information in writing within five business days. The incident report must include the time and date of the incident, the cause of the injury or illness, methods used to alleviate the injury/illness, and the actions taken to prevent future injury/illness if applicable.

The death of a child shall be reported immediately to the MDHHS local office, the parent or next of kin, and the Division of Child Welfare Licensing. The Contractor shall confirm notification in writing to MDHHS local office and the Division of Child Welfare Licensing within five business days. (FOM-722)

- 11) The Contractor shall submit a written report covering the findings of a foster parent licensing non-compliance, involving an abuse/neglect complaint to MDHHS' local office referring worker within five business days of completion of the investigation.
- 12) The Contractor shall submit court reports to the MDHHS local office monitoring worker five business days prior to the date the report is due to the court.

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- 13) The Contractor shall maintain client case files in accordance with the licensing rules for child placing agencies.
- 14) The Contractor shall provide 24-hour emergency back-up social services staff to the foster child(ren), foster parent(s)/kinship caregiver, and parent or guardians.

If the MDHHS local office does not comply with the responsibilities outlined in Section II of this Contract, entitled MDHHS Responsibilities, the Contractor shall notify the MDHHS local office director. If the dispute is not resolved at the Local Office Director level within 60 calendar days, the Contractor shall contact the local office director's chain of command within MDHHS.

I. Primary Family Responsibility

- 1) The Contractor shall assume primary family and placement responsibility in the following two situations:
 - a) The only child placed in out of home placement is the child who has been placed in the TFC program.
 - b) There are other siblings placed with the Contractor in either their foster care program (non-TFC), and the Contractor already has full family responsibility for the case.
- 2) If the only child in placement with the Contractor is the child placed in the TFC program, and there are other siblings in foster care placement with another contracted child placing agency under contract with MDHHS, the agency with the other siblings shall assume primary family and placement responsibility.

The TFC program shall still assume participation in case planning, case services, MiTEAM meetings, Family Team Meeting (FTMs), court hearings, or other case related needs.

In cases where the Contractor does have primary family responsibility, the Contractor shall provide the following aftercare services:

- a) During the first month of a child's return home, the Contractor's social services worker shall make no fewer than one in-person contact with the parent(s) and child each week. These contacts shall occur within the family residence.
- b) The period of weekly contacts may be extended up to ninety calendar days as determined by MDHHS.

- c) During the second month of the child's return home, and for all subsequent months, the social services worker shall make no fewer than one in person contact, twice monthly with the parent(s) and child. These contacts shall occur within the family residence.
 - d) Provide all needed services to a family unit for the purpose of reunification and/or permanency planning. Services shall include placement planning and preparation, service referrals for parents and children, the arrangement and facilitation of family visitations (including the provision of transportation as needed) as well as court responsibility.
 - e) Cooperate in matters relating to any legal or court activities concerning the child and family. The Contractor shall:
 - i. Notify treatment foster parents of scheduled court hearings.
 - ii. Attend all court hearings. Prepare for and provide court testimony, recommendations, and reports.
 - iii. Submit all court reports/materials for review and/or approval no later than five business days prior to the due date for submission to the court.
- 3) Primary family responsibility shall continue until the referring MDHHS' local office agrees to resume direct care responsibility or one of the following occurs:
- a) Wardship is dismissed on all children in the family.
 - b) Termination of parental rights of both parents either through involuntary termination (Act 220, P.A. 1935, as amended) or through voluntary release (MDHHS under Act 296, P.A. 1974, as amended). Although the Contractor's family responsibility ends, services to the ward(s) shall continue.
 - c) Child is placed in residential and there are no other siblings who continue in foster care placement under the Contractor's supervision, or siblings who are wards residing with the parents/relatives. Family responsibility returns to the MDHHS local office.
 - d) MDHHS approves, in writing, the transfer of family responsibility to another child placing agency.

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- e) Child reaches age 19 and there are no other siblings under the supervision of the Contractor who are in a foster care placement, or as wards residing with the parents/relatives.
- f) Child dies and there are no other siblings who continue in foster care placement, or as wards residing with the parents/relatives. The Contractor shall continue to provide and document aftercare services to the child and family until one of the following occurs:
 - i. In cases where the Contractor does not have primary family responsibility, the Contractor is responsible for the individual TFC child's case management and must provide updated service plans to the Child placing Agency that has primary family responsibility, for inclusion in their service plans.
 - ii. Special circumstances requiring deviation from this Contract may be negotiated between the local office and the Contractor, on a case-by-case basis, using the Individual Service Contract (DHS-3600). The purpose of the DHS-3600 is to acknowledge that the Contractor has accepted service responsibility. The DHS-3600 shall not be used to permanently modify this Contract.

m. Discipline

The Contractor shall have a written behavior management policy that identifies appropriate and specific methods of behavior management for foster children, in compliance with Child Placing Agency Rule 400.12406. The Contractor shall include behavior management as a component of regular foster parent training, in compliance with Child Placing Agency Rule R 400.12312(3).

n. Emergency Protocol

The Contractor must have a crisis intervention protocol which incorporates the following and the Contractor shall be in compliance with its protocol at all times:

- 1) Twenty-four/seven access to Contractor staff/personnel for parents, relatives, foster parents, or guardians.
- 2) Evening and weekend phone "call back time" of 30 minutes or less.
- 3) Requirement for Contractor staff to make face-to-face contact immediately upon receiving an emergency call from the birth parents, relatives, planning family or treatment foster parents, if an emergency call is related to the safety and well-being of a foster child, including potential placement disruption.

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- 4) A requirement for a social service worker to make emergency home calls in situations including, but not limited to, psychiatric hospitalizations and serious injuries, et al. Such emergency calls are not included in the number of required home calls the Contractor must provide for specialized foster care.

o. Wardrobe

The Contractor shall assure that each child has an adequate wardrobe while in placement as well as at the time of discharge, as defined by the Clothing Inventory Checklist (DHS-3377). When a child is absent, 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 shall return the possessions to MDHHS at MDHHS local office discretion.

p. Medical and Dental Care

The Contractor shall maintain a Medical Passport for each child according to the guidelines set forth in FOM-801-03. In addition to emergency medical care, the Contractor shall assure that each child receives routine medical and dental care according to the following guidelines (for child(ren) being served through the Adoption Subsidy Medical Contract, legal parents remain responsible for all medical and dental care):

- 1) Has a physical examination within 30 calendar days of initial placement.
- 2) Has a physical examination every 14 months after the initial 30-day physical examination.
- 3) Has current immunizations.
- 4) Has a dental examination within 90 calendar days of initial placement for children one year of age and older, unless the child has had one in the three months preceding placement.
- 5) Has a dental examination every six months after the initial 90-day dental examination.

The Contractor shall enter the above-mentioned medical and dental examination reports/information in MiSACWIS/CCWIS within five business days of completion. The Contractor shall document all medical information in the health screens of MiSACWIS/CCWIS and forward the updated Medical Passport to the MDHHS local office monitoring worker no less than every six months.

q. Education

The Contractor shall assure that a child of school age is enrolled into a school program no later than five school days after placement into foster care. Prior education assessments must be requested within 30 calendar days of foster care placement and be considered in assessing the current educational needs of the child. Documentation of diligence in requesting records must be included in the case file.

The Contractor shall coordinate with the last school of record and the new school to ensure the child does not lose any academic credits.

The Contractor shall have monthly contact with the school and document the dates and content of those contacts in the service plans.

r. Transportation

The Contractor shall assure the provision of transportation for parenting time, participation in training sessions and support groups, as well as other routine transportation which parents would normally provide for their own child (e.g., medical and dental appointments, school conferences, school activities, extracurricular activities and sports). This includes transportation to assist the parent in participation of court ordered activities. This includes transportation between counties if the TFC home is in a county other than the referring county.

s. Adoption and Foster Care Analysis Reporting System Requirements

The Contractor shall enter all child and family information into the MiSACWIS/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.

2.11. Expected Program Performance Outcomes

During the contract period, the Contractor shall achieve the outcomes listed below. Data on these performance outcomes must be provided to the Child Welfare Medical and Behavioral Health designated staff at the time of case closure and six months after case closure.

- a. No child will be a victim of substantiated abuse or neglect during TFC placement. (Safety)
- b. No child will be a victim of substantiated abuse or neglect within six months after discharge from TFC. (Safety)

- c. One hundred percent of planning families will be actively involved in treatment planning within 30 calendar days of entry into the program. (Permanency).
- d. Ninety percent of children in TFC will maintain placement in one treatment home for the duration of their TFC program placement. (Permanency)
- e. Eighty five percent of children in TFC will not need placement in a more restrictive setting (i.e., hospitalization, residential, youth facility) while receiving services in TFC. (Permanency)
- f. Ninety five percent of children in TFC will improve in educational goals as outlined in the child's treatment plan (Well-Being)
- g. Seventy five percent of children in TFC will improve mental health functioning as demonstrated by an improved/ reduced CAFAS score by 20 points or more, within nine months of entry into the program. (Well-Being)
- h. Ninety percent of children in TFC will be discharged to a less restrictive setting (own home, relative, guardian, adoptive home, foster home, unrelated caregiver) within twelve months of entry. (Permanency)
- i. Eighty percent of children in TFC will be returned to a less restrictive setting (own home, relative, guardian, adoptive home, foster home, unrelated caregiver) within twelve months of entry. (Permanency)
- j. Eighty five percent of children in TFC discharged to a less restrictive setting will maintain the same less restrictive placement for at least six months after discharge (Permanency).

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 Audit Exemption Notice and further instructions are available at <http://www.michigan.gov/mdhhs> by selecting Inside MDHHS menu, then MDHHS Audit, then Audit Reporting.

b. Due Date and Where to Send

The required audit and any other required submissions (i.e. Corrective Action Plan and management letter with a response), or Audit Exemption Notice must be submitted to the Department within nine months after the end of the Contractor's fiscal year by e-mail to the Department at MDHHS-AuditReports@michigan.gov. The required submissions must be in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the agency name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

c. Penalty

1) If the Contractor does not submit the required Single Audit or Financial Statement Audit, including any management letter and applicable corrective action plans within nine months after the end of the Contractor's fiscal year, the Department may withhold from the current funding an amount equal to five percent of the audit year's contract funding (not to exceed \$200,000) until the required filing is received by the Department. The Department may retain the amount withheld as a penalty if delinquency reached 120 days past due. The Department may terminate the contract if the Contractor is 180 days delinquent in meeting the audit requirements.

2) Failure to submit the Audit Exemption Notice, when required, may result in withholding from the current funding an amount equal to one percent of the audit year's funding until the Audit Exemption Notice is received.

d. Other Audits

The Department or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

2.14. 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 15th of each fiscal year. The Contractor must comply with all other program and fiscal reporting procedures as are or may hereinafter be established by MDHHS. Reports shall be submitted electronically to MDHHS-Foster-Care-Audits@michigan.gov with the subject line: TFC 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 payment staff has access to the MiSACWIS/CCWIS through a web-based interface. Requirements for MiSACWIS/CCWIS for CPA contracts may be found at https://www.michigan.gov/documents/mdhhs/MiSACWIS_Security_Requirements_Agreement_for_CPA_Contracts_708974_7.pdf

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For all 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.

2.17. Billing

The Contractor shall submit through the MiSACWIS/CCWIS system the bi-weekly roster for any child in the Contractors 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.

No original request for payment submitted by the Contractor more than six months 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.

MDHHS will send collection letters to a Contractor should a debt or overpayment be established. The Contractor shall have 14-days upon MDHHS notification by MDHHS of said debt/overpayment to dispute the amount of MDHHS claim. All claims will be considered valid if no dispute is received within 14 days of MDHHS notice. All dispute claims must be submitted to MDHHS-FederalComplianceDivision@michigan.gov. Upon notification by MDHHS that repayment is required, the Contractor shall make payment directly to MDHHS within 30 days or establish a repayment plan; or MDHHS may withhold future payments made under this or any other Contract(s), between MDHHS and the Contractor.

If the Contractor fails to remit overpayments 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 agreements established by MDHHS with the Contractor or Contractor's predecessors. If Contractor does not contact MDHHS within 14 days, MDHHS will initiate further collections actions, which includes but is not limited to referral to the Department of Treasury. This may include withholding of future payments, seizure of assets including money deposited into financial institutions, garnishment of wages and interception of tax refunds.

2.20 Child Protection Law 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

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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 Modified Implementation, Sustainability, and Exit Plan for foster care supervisors and foster care case workers and in a format as determined by MDHHS.

c. Standard Reporting Requirements

The Contractor shall submit a monthly report, in a format provided by MDHHS. The monthly report is due within 30 days following the reporting period. The reports are to be sent to the Child Welfare Medical Unit designee.

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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

- 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.

2.25 Service Level Agreements

Service Level Agreement (SLA)	
Definition & Purpose	The Contractor shall ensure that eighty percent of children in TFC will be returned to a less restrictive setting (own home, relative, guardian, adoptive home, foster home, unrelated caregiver) within twelve months of entry for those children placed in TFC at least 12 months before the last year of the contract.
Acceptable Standard	At least 80% of the time, children in TFC will be returned to a less restrictive setting within 12-months of entry into TFC.
Credit Due for Failing to Meet the Service Level Agreement	<p>The credit to the State for failing to meet this SLA is 10% of the total administrative payments paid to the contractor in the quarter the SLA was not achieved.</p> <p>MDHHS will utilize the MMR report data to measure this SLA.</p> <p>Extenuating circumstances will be reviewed by the Foster Care Program Manager and the Contractor 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</p>

	Contractor or be payable directly to the State. Payments made directly to the state will be completed within 10 days of notice of assessment.
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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 child's placement with the Contractor.

a. The entire rate paid to the Contractor for board and care, clothing and allowance shall be paid by the Contractor to the foster families providing the family foster care. The contractor shall pay the TFC parents \$75.00 per day for a TFC child.

b. The Contractor's administrative rate(s) for services provided under this Contract shall be:

Service Code	788
Per Diem Rate	\$102.35
Effective Date	10/1/2022
Bridges Provider Number	xx
MiSACWIS/CCWIS Provider Number	xx

c. Payment for additional services costs not included in the per diem rate may be authorized in accordance with MDHHS' FOM Manual or AAM 640 Manual.

d. Upon placement, MDHHS shall assure that the child(ren) has adequate clothing as defined by the Clothing Inventory Checklist (DHS-3377) or shall reimburse the Contractor up to the approved limit allowed for clothing. This section does not apply to children under the Adoption Subsidy Medical Contract.

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.

f. The rates established above shall be in effect unless adjusted by amendment to this Contract with approval by both parties. Rate adjustment must be supported by the legislation approved by the

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Governor requiring adjustment to foster care administrative rates or supported by changes in service delivery requirements approved by amendment to this Contract in accordance with legal requirements.

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

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