

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

\*The effective date of 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.

|  |   |
|--|---|
| <p><b>FOR THE CONTRACTOR:</b></p> <p>xxx</p> <p>_____</p> <p style="text-align: center;">Contractor</p> <p>_____</p> <p style="text-align: center;">Signature of Director or Authorized Designee</p> <p>_____</p> <p style="text-align: center;">Print Name</p> <p>_____</p> <p style="text-align: center;">Date</p> | <p><b>FOR THE STATE:</b></p> <p style="text-align: center;">MICHIGAN DEPARTMENT OF HEALTH AND<br/>HUMAN SERVICES</p> <p>_____</p> <p style="text-align: center;">Signature of Director or Authorized Designee</p> <p>_____</p> <p style="text-align: center;">Print Name</p> <p>_____</p> <p style="text-align: center;">Date</p> |
|--|---|

Contract Number: MAxxx

Anticipated Total Contract Value: XXX

This Contract will be in effect from the date of Michigan Department of Health and Human Services (MDHHS) signature through September 30, 2026. No service will be provided and no costs to the state will be incurred before October 1, 2023, or the effective date of the Contract, whichever is later. Throughout this Contract, the date of MDHHS signature or October 1, 2023, 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

- 1) Children for whom the family court has issued an order which makes MDHHS responsible for the child's placement, care, and supervision.

OR

Children for whom the family court has authorized a placement in the parental home with MDHHS continuing to provide Aftercare services.

The period-of-time eligible for Aftercare services shall not exceed 360 days from the date of the child(ren)'s placement in a parental home. Child(ren) must begin the Aftercare period directly from foster care and the family court must retain jurisdiction with care and custody continuing with MDHHS. If a court retains jurisdiction over a case for more than the initial 360 days after a child(ren) is returned home, an exception to extend the Aftercare services may be requested. Exceptions to extend Aftercare services may be approved for up to 180 days per request.

FOR KENT COUNTY PROVIDERS ONLY

- 2) Children for whom the Kent County family court has issued an order which makes MDHHS responsible for the child's placement, care and supervision and the child has returned home in seven days or less from the removal date.

OR

Youth extending or entering/re-entering the Young Adult Voluntary Foster Care Program (YAVFC)-Youth must have been in out-of-home placement after being referred or committed to MDHHS for care and

supervision and is currently receiving foster care services and is at least 18 years old, but less than 21 years old or exited foster care/YAVFC after reaching 18 years old, but less than 21 years old **and** resides in Kent County.

b. 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 one hour 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 the reasons outlined in the Children's Foster Care Manual (FOM) or upon the written approval of the County Director, the Children's Services Agency Director, or the Deputy Director.

1.2. Referrals

- a. 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.
- b. Upon placement, MDHHS shall provide the Contractor at minimum, with a court order, a Medical Authorization Card (DHS-3762), the Case Referral and Acceptance - Individual Service Contract (DHS-3600) and all known information about the child and family.

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

Contract Number: MAxxx

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 Modified Implementation, Sustainability, and Exit Plan (MISEP).

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

## 2.3. Geographic Area

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

## 2.4. Licensing Requirements

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

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

Contract Number: MAxxx

Direct foster care services shall be provided in client, relative caregiver, and foster parent homes.

## 2.6. Program Focus and Name

Placement Agency Foster Care (PAFC) is a program that provides a comprehensive and coordinated set of activities designed to place and supervise children in out of home placement.

Foster care supervision includes the provision of services as throughout this Contract and when necessary, the referral for additional services that will enhance the child's and the family's functioning and ameliorate the conditions that caused the child's removal from parental custody.

Foster care supervision includes developing and implementing a treatment plan and service Contract to comply with the Foster Care Manual which facilitates permanency planning according to the following guidelines:

- . Reunification
- . Adoption
- . Guardianship
- . Permanent Placement with a Fit and Willing Relative.
- . Another Planned Permanent Living Arrangement (AAPLA)

## 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 in accordance with licensing rule. Additional staff requirements are identified in Section 2.10 c and 2.10 e 2) through 4) 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 MDHHS policy in the Children's Foster Care (FOM), Guardianship (GDM), Service Requirements Manual (SRM), Interstate Compact (ICM), Native American

Affairs (NAA) and Adoption (ADM) Manuals 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/mdhhs>. Administrative Codes are published at on the following internet link: [LARA - Administrative Rules \(michigan.gov\)](#)

- 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 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 coordination of all services based on an assessment of the parent's needs. The Contractor shall utilize Care Connect 360 (CC360) to ensure the coordination and provision of all treatment services required based on an assessment of each child's needs and shall execute and comply with the terms of the CC360 Data Use Contract. 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.

The Contractor shall designate an individual to act as a point of contact for the Health Liaison Officer (HLO) and forward the individual's name to the Health Analyst within the central office MDHHS Child Welfare Medical Unit. The point of contact shall be familiar with current case assignments and have authority to ensure follow-up by the Contractor's staff.

- 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 all applicable provisions and requirements of Dwayne B. v. Whitmer, et al., 2:06-cv-13548, Modified Implementation Sustainability and Exit Plan.

- j. 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.

k. Caseload Ratios

The Contractor shall maintain the following caseload ratios:

- 1) Foster care workers will have a caseload assigned to them of no more than fifteen (15) children, as their regular, ongoing caseload. A regular, ongoing caseload will be defined as the cases assigned to a specific worker for ongoing casework responsibility, not cases being temporarily covered for the purposes of worker leave or departure. Even in cases of temporary coverage, an assigned caseload shall not exceed fifteen (15) children at any time. A mixed caseload comprised of more than one program type shall not exceed the prorated total equal to one full caseload.
- 2) Foster care/social services supervisors shall supervise no more than five (5) foster care/social services staff at any time.

In addition, PAFC's will work collaboratively with MDHHS to establish fair rates and participate in the rate review process based on the jointly established protocol.

l. Payments to Foster Parents/Caregivers

No later than 30 days from the date payment is received from MDHHS, the Contractor must issue payment to the foster parent/caregiver in accordance with the Contractor's foster parent/caregiver payment schedule. The Contractor must immediately report any changes to the child's eligibility status that may affect payments.

The Contractor must retain supporting documentation for all charges, expenditures, and prior approvals for all case services.

m. 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
- p. 1994 Public Act 203, as amended, being M.C.L. 722.958a *et seq.*, Foster Parent Bill of Rights.

#### 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

### a. Foster Home Licensing

- 1. The Contractor shall document all recruitment and licensing activities into the tracking system identified by MDHHS.
- 2. The Contractor must participate in AFPRR planning for any county in which they accept cases for case management from. (FOM 922)
- 3. The Contractor is responsible for making reasonable efforts to license unrelated foster homes in each county they participate in AFPRR planning for. The contractor's licensing goal shall be determined based on the percentage of cases the contractor has case management responsibility for in the county.
- 4. The Contractor shall continuously assess the effectiveness of recruitment and retention strategies by engaging diverse communities for feedback. Solicit feedback from recruited foster homes and children to ensure that the approaches remain responsive to the needs of the children in care.

### b. Service Standards for the Aftercare Period

Aftercare is defined as the period of a court-ordered placement when the child is returned from an out-of-home placement to the care of a parental home. The child remains under court supervision during the Aftercare period with the MDHHS retaining placement care and custody.

- 1) The Contractor shall provide the following services to children in the Aftercare period:
  - a) Assist in preparing the parent, child, and caregiver for the transition to Aftercare. See FOM 722-7B.
  - b) A Family Team Meeting prior to placement of a child in a parental home to develop a transition plan with the parent, caregiver and

- child, if age appropriate. The Contractor shall have Family Team Meetings quarterly until case closure. See FOM 722-06B.
- c) Complete a new Family Assessment of Needs and Strengths, Child Assessment of Needs and Strengths, and Safety Assessment and Safety Plan. See FOM 722-8A, 722-8B and 722-9B.
  - d) Continue case worker visit expectations as required in FOM 722-6H.
  - e) Maintain support services until case closure. The Contractor shall document services needed to continue to meet the child's needs and identified providers for such services to provide continuity of services. See FOM 722-7B.
  - f) Continue assessing and monitoring of the case plan and safety plan.

c. Staff Training

1) Child Welfare Training: Requirements

- a) 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.
- b) 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 complete OWDT-foster care private agency Program Specific Transfer Training (PSTT) within 112 days of assuming the foster care position.
- c) 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.
- d) 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 six months of assuming the foster care supervisor position.
- e) 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.
- f) 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.
- g) 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.

- h) The Contractor shall follow the requirements in MDHHS policy Services Requirements Manual 103 "Staff Qualifications and Training."

2) 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.
- 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) 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.
- d) All training completed externally shall be added to the LMS so that it may be included in in-service training hour calculations. These trainings must be added during the calendar year in which they were completed. 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. Once the supervisor approves it, the hours will be included in in-service training hour calculations. All qualified training shall be training that improves child welfare practice.

3) Training Documentation

The Contractor shall maintain training documentation which verifies registration and successful completion of training. This would include the appointment date of newly hired supervisors and completion date of program specific trainings (i.e., Protective Services, Foster Care, Adoption, and Licensing). Additionally, the Contractor shall maintain documentation of the completion of required in-service training for both social service staff and social service supervisory staff.

4) Completion of Security Awareness Training (SAT)

The Contractor shall require each employee, subcontractor, subcontractor employee or volunteer who works directly with clients or who is authorized to have access to client fingerprint-based criminal history record information (CHRI) under this Contract to successfully complete security awareness training (SAT) within six months of

appointment to a position with (CHRI) access and every two years thereafter. Documentation of successful SAT completion is to be located in the personnel record.

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

d. 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.

e. 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
  - 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.

f. Relative Placements

The Contractor shall develop a plan for relative cases that addresses the Contractors processes or programs created to ensure relative caregivers

are provided with enhanced supports and access to needed resources. These programs or processes should be implemented to ensure relative families have the supports needed to safely maintain placements though permanency.

The Contractor is required to ensure diligent relative search is continually conducted for all foster care cases in which a child is not placed with a relative.

## 2.11. Key Performance Indicator Outcomes & Accountability

During the period of this Contract, the Contractor shall work toward the achievement of the Key Performance Indicators (KPI) listed below. For purposes of the annual contract compliance reviews, compliance with KPIs shall be assessed based on the prior twelve months indicator of the most recent Children's Services Agency – Monthly Management Report in which the Contractors review occurs.

If a Contractor is not meeting the KPIs listed below, the Contractor shall include in its annual assessment and written plan (as required by R 400.12207, Staff Responsibilities) specific activities the Contractor shall complete to demonstrate improvement in the KPI measures. The Contractor shall submit the most recent written plan to the Contractor's assigned Division of Continuous Quality Improvement (DCQI) private agency analyst by October 1<sup>st</sup> of each year.

Official KPI data shall come from MDHHS via MiSACWIS/CCWIS. The Contractor shall conduct validation activities on an ongoing basis to assure the KPI measures have been entered in MiSACWIS/CCWIS accurately. The Contractor shall be responsible for ensuring accurate and timely data entry into MiSACWIS/CCWIS.

### a. Medical – Initial

No fewer than 85% of children supervised by the Contractor will have an initial medical examination within 30 days of removal.

### b. Medical – Periodic (Well Child)

Following an initial medical examination, at least 95% of children supervised by the Contractor shall receive periodic medical examinations and screenings according to the guidelines set forth by the American Academy of Pediatrics.

### c. Medical – Yearly (14 Months)

Following an initial medical examination, at least 95% of children supervised by the Contractor shall receive yearly (up to 14 months from the previous exam) medical examinations and screenings (FOM 801 Policy).

d. Dental - Initial

No fewer than 90% of children supervised by the Contractor shall have an initial dental examination within 90 days of removal unless the child has had an exam within three months prior to placement or the child is less than one year of age.

e. Dental – Yearly

No fewer than 95% of children supervised by the Contractor shall have a dental examination at least every six months (FOM 801 Policy).

f. Worker-Child Visits

No fewer than 95% of children supervised by the Contractor will be visited by their assigned worker.

g. Worker-Parent Visits

No fewer than 85% of the children supervised by the Contractor with a permanency goal of reunification, the child's caseworker shall have face-to-face contacts with the child's parent(s) .

h. Parent-Child Visits

No fewer than 85% of children supervised by the Contractor with a goal of reunification shall have at least twice-monthly visitation with their parent(s).

i. Sibling Visits

No fewer than 85% of children supervised by the Contractor shall have at least once-monthly in-person visitation with their sibling(s) until case closure.

j. Children's Foster Care Service Plans – Timely Case Plans

No fewer than 95% of children supervised by the Contractor shall have an initial service plan completed within 30 days of entry into foster care and no more than 90 days from the prior service plan's report period end date thereafter.

k. Children's Foster Care Timely Case Service Plan Approvals

No fewer than 95% of children supervised by the Contractor shall have a case service plan approved within 14 days of case worker submission to the supervisor for review (FOM 722-09 Policy).



I. Supervisor Oversight

No fewer than 95% of children supervised by the Contractor shall meet at least monthly with each assigned case worker to review the status and progress of each case on the workers caseload.

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

The required audit and any other required submissions (i.e. Corrective Action Plan and management letter with a response), or Audit Exemption Notice must

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be submitted to the Department within nine months after the end of the Contractor's fiscal year by e-mail to the Department at [MDHHS-AuditReports@michigan.gov](mailto:MDHHS-AuditReports@michigan.gov). The required submissions must be in PDF files and compatible with Adobe Acrobat (read only). The subject line must state the Contractor name and fiscal year end. The Department reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

c. 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 to include the Cost Report Fiscal Year and the Contractors License Number.

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 has access to MiSACWIS/CCWIS through a web-based interface, henceforth referred to as the "MiSACWIS/CCWIS application." The Contractor shall ensure that staff

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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) and the 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/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

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 180 days 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. 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 Child Protection Law Reporting Requirements

- a. The Contractor shall ensure that all employees who have reasonable cause to suspect child abuse or neglect shall report any suspected abuse or neglect of a child in care to MDHHS for investigation as required by the Child Protection Law, 1975 PA 238, MCL 722.622 et seq.
- b. Failure of the Contractor or its employees to report suspected abuse or neglect of a child to MDHHS shall result in an immediate investigation to determine the appropriate corrective action up to and including termination of the contract.
- c. Failure of the Contractor or its employees to report suspected child abuse or neglect two or more times within a one-year period shall result in a review of the contract agency's violations by a designated Administrative

Review Team, which shall include the Director of CSA and the Director of DCWL or its successor agency, that shall consider mitigating and aggravating circumstances to determine the appropriate corrective action up to and included license revocation and contract termination.

## 2.21 Contract Evaluation and Assessment

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

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

## 2.22 Corrective Action Requirements

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

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

## 2.23 Criminal and Children's Protective Services Background Checks

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

- a. An Internet Criminal History Access Tool (ICHAT) check and a National and State Sex Offender Registry check.

Information about ICHAT can be found at <http://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. Relation Permanence         |  |
|---|--|
| Definition and Purpose                    | The Contractor must ensure children placed in foster care who have siblings are afforded visitation sessions with siblings placed elsewhere.   |
| Acceptable Standard                       | At least 85% of the time, children in foster care who have siblings in custody with whom they are not placed shall have at least monthly visits with their siblings placed elsewhere, unless specific exceptions apply.  |
| Extenuating circumstances and data review | MDHHS will utilize data from the Monthly Management Report (MMR) to measure this SLA.<br><br>Extenuating circumstances will be reviewed by the Foster Care Program Manager and the Contractor. Extenuating circumstance may include, but are not limited to, exceptions listed in policy FOM 722-06I, severe weather emergencies or children/family illness. |
| SLA Metric 2. Worker Child Visit          |  |
| Definition and Purpose                    | The Contractor must ensure children placed in foster care have face-to-face visits per policy.   |
| Acceptable Standard                       | No less than 95% of children supervised by the Contractor will be visited by their assigned worker per policy.   |
| Extenuating circumstances and data review | MDHHS will utilize data from the MMR to measure this SLA.<br><br>Extenuating circumstances will be reviewed by the Foster Care Program Manager and the Contractor. Extenuating circumstance may include, but are not limited to, exceptions listed in policy FOM 722-06I, severe weather emergencies or children/family illness.                             |
| Incentive                                 |  |
| Incentive payments                        | Monthly incentive payments will be issued to the Contractor through December 31, 2024. Beginning January 1, 2025, incentive payments will be issued for the month the Contractor meets the acceptable standard for SLA Metric 1 and SLA Metric 2.  |

3. MDHHS RESPONSIBILITIES

3.1 Payments



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

| <b>Bridges Provider Number</b> | <b>MiSACWIS/CCWIS Number</b> |
|--------------------------------|------------------------------|
|                                |                              |

| <b>Service Description</b>         | <b>Per Diem Rate</b> | <b>Rate Effective Date</b> |
|------------------------------------|----------------------|----------------------------|
| 780-Foster Care                    | \$54.18              | 10/01/2024                 |
| 782-Foster Care Independent Living | \$54.18              | 10/01/2024                 |
| After Care                         | \$54.18              | 10/01/2024                 |
| Boiler Plate 515 WMPC Admin Rate   | \$54.18              | 10/01/2024                 |
| Incentive Payment                  | \$6.02               | 10/01/2024                 |
| Administrative Rate                | \$60.20              | 10/01/2024                 |

| <b>Service Description</b>    | <b>Per Diem Rate</b> | <b>Rate Effective Date</b> |
|-------------------------------|----------------------|----------------------------|
| 0838 American Indian Children | \$2.50               | 10/01/2023                 |
| Borrowed Bed Admin Rate       | \$19.10              | 07/01/2023                 |

- c. The Contractor shall be paid for family foster care services specified in this Contract at a board and care rate established by MDHHS. A determination of care rate may be established by MDHHS in accordance with the FOM when extraordinary care or expense is required of the foster parent. Special rates must have the approval of the Director of MDHHS' local office responsible for the supervision of the child for whom foster care is provided.
- d. Payment for additional service costs not included in the per diem rate may be authorized in accordance with the FOM.

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

advise MDHHS of any concerns over a payment amount that cannot be reconciled at the staff level within 90 days.

- e. Upon placement, MDHHS shall ensure 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.
- f. 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.
- g. Foster Care Training Payments

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 according to the following schedule:

- 1) Completion of the Child Welfare Pre-Service Institute (PSI).  
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 Pre-Service Institute 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 New Supervisor Institute Training (NSI).  
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 hire/promotion if the supervisor passes the competency evaluation. This includes both NSI-Child Welfare AND NSI-Foster Care training sessions.
- 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.

- h. 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, parking and bridge toll with the following conditions:
  - 1) For each trainee who attends the training session, MDHHS shall reimburse the Contractor up to five nights (Sunday night 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 OWDT 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.

#### Classroom Training Payment

- 1) The Contractor must submit a signed and dated child placing agency letterhead memo/Invoice that includes the following information:
  - a) Worker name.
  - b) Date of hire or promotion.
  - c) Training, type, i.e., PSTT, PSI etc.
  - d) Training dates (time span in training).
  - e) Amount of reimbursement requested.
  - f) A copy of the transcript reflecting the completion date of the training.
  - g) Memo signed by senior management.

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\*\* 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.

- 2) The information must be submitted electronically to: [MDHHS-FederalComplianceDivision@michigan.gov](mailto:MDHHS-FederalComplianceDivision@michigan.gov). The subject line shall read: Foster Care Training Payment.
- 3) 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 180 days 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:
    - i. An individual invoice for the specific item being requested. Each worker training must be 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: Foster Care Training Payment.

#### Training Travel Reimbursement

- 1) The Contractor must submit:
  - a) Certification letter on child placing agency letterhead signed and dated by senior management to include:
    - i. Contractor Federal ID Number/SIGMA Vendor Number.
    - ii. Exact trainee name as registered in the Learning Management System.
    - iii. Exact class name.
    - iv. Beginning and ending travel dates.
    - v. Amount of reimbursement requested.

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- b) 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 need 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".
- c) MapQuest printouts for each travel route. Submit the first page of the printout only – Page 1 – with total mileage traveled.
- d) Legible copy of receipts, and front and back of all parking receipts.
- e) Transcripts showing the training completed.

\*\* If the training crosses over fiscal years (10/1-9/30), 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 fiscal year.

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

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

- i. The Contractor shall be paid for Aftercare services specified in the Contract not to exceed 360 days from the child's placement in the parental home.

- 1) The Contractor must submit the Aftercare spreadsheet on a monthly basis, and include the following:
  - a) Placing Agency Provider ID
  - b) Agency Name
  - c) SIGMA Vendor Code.
  - d) MiSACWIS/CCWIS child's Person ID.
  - e) Child's last name.
  - f) Child's first name.
  - g) MiSACWIS/CCWIS case number.
  - h) Billing start date.
  - i) Billing end date.
  - j) Number of days to pay.
  - k) American Indian Y/N.
  - l) Date of court order commencing the Aftercare period.
  - m) Date the foster care case was dismissed by the court and/or
  - n) Date the child reentered a foster care placement.

- 2) The information must be submitted electronically to: [MDHHS-TrialReunificationPayments@michigan.gov](mailto:MDHHS-TrialReunificationPayments@michigan.gov)

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- 3) Aftercare Exception Payment Request Information - For any case a court does not close within the initial Aftercare period of 360 days an exception request may be made to continue the Aftercare payments until case closure by the court. Aftercare exceptions will only be considered within 180 days prior to the date of request. The following must be included in a memo (on agency letterhead) requesting the exception:
  - a) Date of request.
  - b) MiSACWIS/CCWIS Case Number.
  - c) MiSACWIS/CCWIS child Person ID number(s).
  - d) Child(ren) first and last name(s).
  - e) Date child(ren) returned home.
  - f) Date the original Aftercare period ends (360<sup>th</sup> day following return home date).
  - g) Detailed explanation of the circumstances preventing case closure at 360 days.
  - h) Date of case closure by court OR date requesting Aftercare be extended to if no case closure date.
  - i) Exception requests should be submitted at a minimum quarterly.
  - j) All Aftercare exceptions requests must be submitted to [MDHHS-TrialReunificationPayments@michigan.gov](mailto:MDHHS-TrialReunificationPayments@michigan.gov) within 180 days of services.

j. BP 515 Additional Administrative Rate (Kent County Provider Only)

BP 515 Additional Administrative Rate reimbursements must be made outside the MiSACWIS/CCWIS system and be tracked by the Kent County MDHHS office.

MDHHS will verify and process payment to accounting for payment.

The Contractor must submit an invoice monthly for BP 515 Additional Administrative services for:

- 1) Youth in Young Adult Voluntary Foster Care Youth and/or children in care seven days or less **and** placed in a non-paid living arrangement or child caring institution.

Payment Process

Each month the Contractor shall electronically submit a case listing on an Excel spreadsheet prepared by the Contractor that contains the following information:

- a) MiSACWIS/CCWIS provider ID
- b) Bridges provider ID
- c) Contractor Name

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- d) Child last name
- e) Child first name
- f) Child date of birth
- g) MiSACWIS/CCWIS person ID
- h) Legal Status
- i) Fund source during time of payment period
- j) Living arrangement of youth for which additional admin is requested
- k) Billing start date
- l) Billing end date
- m) Number of days to pay

Please submit the requested information electronically to:  
[DHS-KENTPayments@michigan.gov](mailto:DHS-KENTPayments@michigan.gov)

The subject line shall read: (Contractor Name/Billing Month) BP 515  
Additional Administrative Rate

k. Borrowed Bed Administrative Rate

Upon approval from MDHHS, the Contractor is entitled to a daily Borrowed Bed Administrative rate administered through MiSACWIS/CCWIS system. Providers eligible to receive the Borrowed bed administrative rate are those agencies with licensed homes that are borrowed by another CPA or local MDHHS office for placement of children.

See Licensing Rules for Child Placing Agencies R400.12326 Borrowed Home for details regarding a borrowed bed.

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

3.2. Performance Evaluation and Monitoring

The services provided by the Contractor under this Contract shall be evaluated and assessed at least annually by MDHHS.

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. Private Agency Compliance Unit (PACU)

PACU shall be responsible for review of the Contractor's compliance with the Contract through an Annual Contract Evaluation. PACU may review, analyze, and comment on all activities covered within the terms of the Contract. If the Annual Contract Evaluation identified non-compliance by the Contractor, the following procedures will be followed:

- a. PACU shall notify the Contractor of the Contract noncompliance through a written report detailing the findings. The Contractor may request a meeting to discuss and examine the identified contract noncompliance.
- b. Upon completion of the Annual Contract Evaluation, PACU will issue an interim report outlining findings of non-compliance. The Contractor will have 60 days from the date of the interim report to provide verifiable documentation demonstrating compliance.
- c. Subsequently, PACU will conduct an Agency Focus Plan meeting with the Contractor to specify the actions required to achieve and maintain compliance. This will include identifying the Contractor's staff responsible for implementing the actions and establishing a timeframe for achieving compliance.
- d. Following the Agency Focus Plan meeting, the Contractor will receive the written Agency Focus Plan and final report within 14 days.
- e. Based on the severity or recurrence of cited contract non-compliances, PACU may recommend at any time to place a moratorium on new placements with the Contractor or to cancel the contract. This recommendation will be submitted to the MDHHS Executive Governance Committee for review and approval before a final recommendation is made. If either recommendation is approved, a meeting will be convened with the director of the contracted agency, the division director of PACU and the CSA director or designee to allow the contractor to provide documented information on why the moratorium or cancellation of the contract should not occur.
- f. If a moratorium on new placements is enacted, it shall be for a minimum of 90 days to provide the Contractor the opportunity to remedy cited non-compliances and comply with any agreed on corrective actions. If the cited violations are not rectified during the period of the moratorium or additional serious violations occur, consideration shall be given to canceling of the agency's contract. Final decisions regarding contract cancellation shall be made by the Executive Governance Committee.

#### **4. INSERT STANDARD CONTRACT TERMS**



Contract Number: MAxxx

5. INSERT Addendum Federal Provisions