

**Michigan Department of Health and Human Services
Office of Contracts and Purchasing (OCP)
PO Box 30037, Lansing, MI 48909
Or
235 S. Grand Avenue, Suite 1201, Lansing, MI 48933**

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

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

CONTRACT SUMMARY			
PROGRAM/SERVICE DESCRIPTION		Residential Foster Care Juvenile Justice	
GEOGRAPHIC AREA		Statewide	
INITIAL TERM	EFFECTIVE DATE*	EXPIRATION DATE	AVAILABLE OPTION YEARS
xxx	May 2016	xxx	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 (MMDHHS) signature below, whichever is later.

The undersigned have the lawful authority to bind the Contractor and MDHHS to the terms set forth in this Agreement. Section 291 of the fiscal year 2016 Omnibus Budget, PA 84 of 2015, requires verification that all new employees of the Contractor and all new employees of any approved subcontractor, working under this Agreement, are legally present to work in the United States. The Contractor shall perform this verification using the E-verify system (<http://www.uscis.gov/portal/site/uscis>). The Contractor's signature on this Contract is the Contractor's certification that verification has and will be performed. The Contractor's signature also 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: RFCJJ xxx

Anticipated Total Contract Value: XXX

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

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

1. PROGRAM REQUIREMENTS

1.1. Client Eligibility Criteria

a. Eligible Clients

Services provided by the Contractor under this Contract are limited to those youth and families for whom MDHHS can legally provide care and services and for whom MDHHS makes a State payment.

County child-care funded youth referred or committed to MDHHS for care and supervision by probate court or youth served by the Kent County Consortium/lead agency, but for whom MDHHS may have no legal responsibility to make a payment are also eligible clients.

b. Determination of Eligibility

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

1.2. Admission Criteria

The criteria for admission shall be maintained in the Juvenile Justice Assignment Unit (JJAU) Preferences located in the MiSACWIS. The JJAU Preferences shall align with each Service Description contracted, including geographical area served, security level and youth demographics (age and gender).

JJAU Assignment

An assignment is a placement where a youth's demographics (age and gender) and indicated need(s) aligns with the Contractor's Service Description and JJAU

Preferences and the Contractor is reporting that there is a vacancy expected within the next seven calendar days.

The JJAU shall assign youth to a Contractor based on the JJAU Preferences consistent with the Juvenile Justice Field Services policy, Michigan Administrative Code and state law (1939 PA 280, MCL 400.115o).

The Contractor shall not admit any MDHHS supervised juvenile justice youth who are not assigned by the JJAU. The Contractor shall not admit any abuse/neglect youth who are not assigned by the JJAU.

JJAU Wait List

A youth may be placed on the Contractor Wait List if the JJAU would have assigned the youth to the Contractor, but the Contractor is reporting that there is no vacancy expected within the next seven calendar days. Upon receipt of the wait list notification, the Contractor must notify the JJAU of the expected waiting period for the next vacancy. A youth may be assigned to another placement based on the needs of the youth and the timeliness of the next vacancy.

1.3. JJAU and the Placement Request Process

The referring Juvenile Justice Specialist (JJS)/Child Case Worker will work with the JJAU to identify a provider that contracts for the Service Description that matches the indicated needs of the youth based on the service plan and accompanying assessments, indicated security level and if required, in consultation with professionals identified by MDHHS. The Service Descriptions are as follows (see Attachment A):

- a. General Residential.
- b. Sexually Reactive Residential Care.
- c. Mental Health and Behavior Stabilization.
- d. Developmentally Delayed/Cognitively Impaired.
- e. Substance Abuse Treatment.

Service Description definitions, symptomology, and program specific services which the Contractor must make available to each youth in its care are listed in Attachment A.

The JJAU shall assign a youth to a Contractor based on the contracted Service Description.

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

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

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

If the placement requires an exception request approval from the MDHHS Division of Child Welfare Licensing (DCWL), the JJS/Child Case Worker shall make the exception request. If the exception request is approved and the placement is made, any extensions to that approval will be requested by the JJS/Child Case Worker. If an exception request is required, the Contractor shall not admit the youth to their facility until the exception request is approved.

Exceptions shall be required:

- a. For youth who have not been adjudicated of a delinquency offense and who are state or court wards due to neglect or abuse,
 - b. For youth who are from a county of jurisdiction that is outside of the Contractor's geographic area served,
 - c. If the admission would cause the number of MDHHS youth accepted in the program to exceed the number of youth allowed by the contract,
- or
- d. If the youth is outside the age range indicated on the approved JJAU Preferences.

When a Contractor accepts a youth who has not been adjudicated of a delinquency offense and who is a state or court ward due to neglect or abuse, the Contractor must comply with MDHHS Children's Foster Care Online Manual requirements and the applicable requirements of the Dwayne B. v. Snyder, et al., 2:06-cv-13548, herein referred to as the Implementation, Sustainability, and Exit Plan (ISEP).

Applies to Non-Secure Security Level Only

A Contractor that provides services in a non-secure setting under this contract may indicate in MiSACWIS assignment “not accepted” if circumstances exist at their facility that would place the youth, other youth or staff’s safety at risk. The Contractor shall provide a detailed explanation as to the circumstances that exist at the facility that prevents the Contractor from admitting the assigned youth based on safety concerns.

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

If the non-secure Contractor wants to interview the youth for an assessment to assist in making a safety decision prior to deciding not to accept the youth for placement, the Contractor shall contact the JJS within one working day to interview the youth and/or family. The interview by the Contractor shall occur at the current placement of the youth or other location agreed upon with the JJS/Child Case Worker.

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

If the Contractor does not accept the assignment due to safety, the JJS/Child Case Worker and JJAU will determine a different Contractor to assign the youth.

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. The Contractor confirms that this person is either authorized to sign Agreements or is recognized by this organization to assume this responsibility.

Contact email address: |

2.2. Request 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 Implementation, Sustainability, and Exit Plan (ISEP).

2.3. Geographic Area

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

2.4. Licensing Requirements and Number of Youth in Care

The MDHHS Division of Child Welfare Licensing is the licensing authority for Child Caring Institutions (CCI). A license is issued to a specific person or organization at a specific location, is non-transferable, and remains the property of the Department. Therefore, an institution must be established at a specific location.

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

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

At no time shall the number of youth in care exceed the licensed capacity of the facility specified in the Contractor's license. On no day during this Contract period, shall there be more than xxx youth in placement for whom MDHHS has the responsibility to make a State payment without an approval exception to the contracted placement capacity. MDHHS does not guarantee any minimum number of referrals or youth in care at any point in time.

2.5. Location of Facility

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

Xxx

Facility Phone Number: xxx

2.6. Program Statement

The Contractor shall provide MDHHS with copies of its program statements for the service description covered under this Agreement. 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 related to the mixing of abuse/neglect and juvenile justice programs.

Contract Number: RFCJJ xxx

The Contractor shall inform MDHHS of any changes made to the program statement at any point during the term of this Contract and provide copies of the new statement to MDHHS.

2.7. Provider Numbers

MiSACWIS Provider Number: xxx

Bridges Provider Number: xxx

2.8. Credentials

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

2.9. Compliance Requirements

- a. Throughout the term of this Agreement, the Contractor shall maintain the capability to provide services as outlined in the Contract for each youth and his/her family and provide care 24 hours a day, 365 days a year.

The Contractor shall comply with all applicable MDHHS Juvenile Justice Residential (JJR) policies and MDHHS JJR policy amendments (including interim policy bulletins) and all applicable Administrative Codes.

MDHHS policies, amendments and policy bulletins, are published on the following internet link: <http://www.michigan.gov/dhs>. Administrative Codes are published at on the following internet link: http://michigan.gov/lara/0,4601,7-154-35738_5698-118524--,00.html

Throughout the term of this Agreement, the Contractor shall ensure that it provides all applicable MDHHS policy and MDHHS policy amendments (including interim policy bulletins) and applicable Administrative Codes to residential staff. The Contractor shall ensure that residential staff complies with all applicable requirements.

- b. The contractor shall utilize the skills of engagement, assessment, teaming and mentoring in partnering and building trust based relationships with families and youth by exhibiting empathy, professionalism, genuineness and respect. Treatment planning shall be from the perspective of family/youth centered practice.
- c. The contractor, within the constraints of the agency's agreement, shall incorporate normalcy activities into residential programming. These

activities must comply with the reasonable and prudent parent standard to help youth develop skills essential for positive development.

- d. Services provided under this Contract shall be trauma-informed and based on evidence and best practices to effect optimal outcomes.

A child welfare trauma-informed approach understands and recognizes that the vast majority of youth in residential care have experienced complex trauma, which can significantly harm individual and familial development. In response, the Contractor shall educate parents and caregivers on the potential developmental impact of trauma, screen youth for trauma, refer youths and parents for clinical trauma assessments, collaborate with mental health providers to link youth to evidence-based and supported trauma services, develop resiliency-based case plans and recognize the necessity of building workforce resiliency both at the individual staff and organizational levels.

Services must be delivered according to each youth's assessed needs with interventions aligned with the identified needs and desirable outcomes. Resources for Evidence based interventions and practices can be found at:

- a. American Academy of Pediatrics; www.aap.org/mentalhealth (Key APP Resources).
- b. SAMHSA's National Registry of Evidence-based Programs and Practices; www.nrepp.samhsa.gov
- c. California Evidence-Based Clearinghouse for Child Welfare; <http://www.cebc4cw.org>
- d. The National Child Traumatic Stress Network; www.NCTSN.org

2.10. Services to be Provided

a. Residential Care

Contractor shall ensure that each youth in its care shall be provided with the elements of residential care outlined in the MDHHS DCWL rules specific to the license listed in Section 2.4 of this Contract and for the Services Description covered under this agreement.

b. Standardized Assessment Tools

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

- 1) MDHHS Strengths and Needs Assessment.
- 2) Michigan Juvenile Justice Assessment System (MJJAS).
- 3) Casey Life Skills Assessment (for youth 14 years of age and older).

The Contractor may utilize additional standardized and reliable assessment tools to assess overall progress in functioning. Additional program specific assessment tools required by MDHHS are identified within each Service Description in Attachment A.

The Contractor shall administer the required assessment tools until the youth is released and document the scores in MiSACWIS.

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

The range of services specified within each residential care Service Description establishes a range and number of services to be provided. Services provided to each youth shall be individually determined based on the required assessments and shall be documented in the youth's treatment plan.

c. Intake/Admission Process

- 1) Upon accepting the placement assignment, the Contractor shall contact the JJS/Child Case Worker within one working day and arrange for admission.
- 2) Upon admission, the Contractor shall document orientation activities outlined in MDHHS JJR Policy JR2 203, Youth Orientation in the MiSACWIS. This will enable the Contractor to create treatment plans and maintain all case information in the MiSACWIS.
- 3) The Contractor shall not admit a youth for placement prior to the completion of an Individual Service Contract (DHS-3600) by both the Contractor and the JJS/Child Case Worker. The DHS-3600 shall clearly identify the JJS/Child Case Worker responsible for ongoing monitoring of the youth's care. The DHS-3600 shall state whether the Contractor or JJS/Child Case Worker shall be responsible for ongoing service to the youth's family.
- 4) MDHHS staff shall not be required to complete an application or other Contractor forms for inclusion in the agency case record or agency files or for any other purpose. MDHHS staff shall not be required to sign releases, except as noted in JJFS Policy JJ2 290, Emergency Medical & Surgical Treatment.

d. Criminogenic Rehabilitation Services and Specialized Treatment

- 1) Youth shall be assessed using the MJJAS. The results of the assessments shall be utilized to formulate individualized treatment plans in MiSACWIS. The MJJAS Residential Tool must be completed with the Initial Treatment Plan. The MJJAS Reentry Tool must be completed with every other Updated Treatment Plan.
- 2) Specialized assessment instruments will be administered to determine the need for specialized treatment services such as Sexually Reactive Residential Care, Substance Abuse Treatment or Mental Health and Behavioral Stabilization. The results of these assessments shall be addressed in the individualized treatment plan(s).
- 3) Evidence-based treatment interventions are to be utilized to attain specific targeted behavioral outcomes for both criminal and specialized treatment. A manual of utilized treatment modalities, identifying both treatment process and content, are to be maintained and updated and forwarded to the Department for review on an annual basis.

e. Staffing

The Contractor shall provide a sufficient number of trained staff to adequately fulfill the terms of this Contract and shall demonstrate a good faith effort to recruit and employ staff that reflect the racial, ethnic and cultural composition of the Contractor's client population.

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

1) Child Care

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

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

- b) Have a written emergency plan for contacting police, fire, or emergency medical personnel available to all staff.
- c) Develop and implement standard operating procedures relative to emergency planning which is shared with all staff and contains at a minimum the following:
 - i. Procedures shall be consistent with Mich Admin Code R 400.4151, R 400.4606 and MDHHS JJR Policy JR5 513, Emergency Plans.
 - ii. Procedures that provide direction to staff encountering the following situations:
 - Bomb threat/device.
 - Chemical spill.
 - Fire.
 - Severe Weather.
 - Disasters.
 - Medical Emergencies.
 - Utility failures.
 - Other disruptions (hostage situations, armed intruders, etc.).
 - iii. A list of emergency telephone numbers (Police, Fire Department, Ambulance and Utilities).
 - iv. Clear direction:
 - For emergency evacuation, including type of evacuation and exit route assignments.
 - To employees who remain to operate critical plant operations before they evacuate.
 - To employees performing rescue or medical duties.
 - To ensure notification of administration.
 - To account for all youth and staff.
 - For contacting emergency services.
 - Notification of the department of the emergency no later than the next business day.

Directions must be placed in areas readily available to staff. The Contractor shall review and annually update (or more frequently as needed) the emergency plans and written directions.

2) Staff Education and Experience Qualifications

- a) All program staff shall possess the following minimum qualifications:

- i. A non-judgmental, positive attitude toward youth with mental health and behavioral problems.
 - ii. Training, education and experience in the area of human services.
 - iii. Experience working with at risk youth and families.
 - iv. Cultural and ethnic sensitivity.
 - v. Knowledge of and skills in the area of mental health, substance abuse, youth sexual behavior and youth development.
 - vi. Ability to engage with, and relate to, youth with multiple problems.
 - vii. Skills in crisis intervention, assessment of potentially violent situations and short-term goal setting.
- b) Therapy services shall be provided by one of the following:
- i. Licensed Master's Level Social Worker.
 - ii. Licensed Master's Level Counselor.
 - iii. Limited License Master's Level Psychologist.
 - iv. Licensed Psychologist, Ph.D.
 - v. Limited License Master's Level Counselor or Limited License Masters Level Social Worker under the supervision of a Licensed Counselor or a Licensed Masters Level Social Worker.
 - vi. Individuals with a Master's Degree in psychology, counseling, or social work under the supervision of a Licensed Counselor, Licensed Masters Level Social Worker, Licensed Psychologist, Ph.D. or Psychiatrist.
 - vii. Child Psychiatrist.

If therapy services are subcontracted, the Contractor must ensure the subcontracted provider has the required credentials outlined in this Agreement.

3) Staff Training Requirements

The Contractor shall provide initial and ongoing staff training in accordance with Mich Admin Code R 400.4128.

- a) Orientation shall include topics identified in Mich Admin Code R 400.4128, as well as the Child Protection Law, Mandated Reporting Requirements, Family/Child/Youth Engagement, Interpersonal Communication, acceptable discipline, crisis intervention, child handling and de-escalation techniques and basic group dynamics.

Annual training topics shall be selected from, but not limited to the areas identified in Mich Admin Code R 400.4128 and the following:

- i. Working as part of a team.
- ii. Relationship building.
- iii. Family/Child/Youth Engagement.
- iv. Understanding and analyzing problem behaviors.
- v. Positive Behavior Support.
- vi. Setting Clear Limits.
- vii. Interpersonal communication.
- viii. Acceptable discipline, crisis intervention, and child handling and de-escalation techniques.
- ix. The significance of the birth family, value of visitation, importance of attachment and strengthening family relationships, impact of separation, grief and loss issues for youth in foster care, and youth's need for permanency.
- x. Understanding and recognizing the emotional and behavioral issues and/or physical needs of abused/neglected youth.
- xi. Medication Management: administration, monitoring, recording, secure storage, medication side effects and procedure for reporting side effects, medication reviews and process for obtaining informed consents for medication changes.
- xii. Cultural competency.
- xiii. Effects of trauma.
- xiv. Suicide prevention and/or intervention.
- xv. Child Development.
- xvi. Trauma-informed practices.
- xvii. Strength-based interventions and interactions.
- xviii. Defusing threatening behaviors.
- xix. Solution-focused assessment and case planning .All program staff are to be trained to serve as a role model for appropriate social skills, prioritizing needs, negotiation skills, accessing local resources, hygiene and grooming preparation, food preparation and anger management.

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

All program staff and supervisors responsible for developing and/or approving the youth treatment plans and administering the MJAS Risk Assessment Tools must be trained and certified.

f. Reporting

- 1) Initial Treatment Plan (ITP)

Within 30 days of the youth's admission date, the Contractor shall complete an ITP in the MiSACWIS. Criminal risk and specialized assessment results, identified treatment interventions and targeted behavioral outcomes, shall be included in the Initial Treatment Plan. An ITP is considered complete when the residential case manager submits the ITP to the supervisor through the MiSACWIS for approval. The completion date is reflected as the "Report Date" on the first page of the treatment plan. The ITP is considered overdue if the plan is submitted for approval on or after the 31st calendar day following the youth's Admission Date. Prior to finalizing, the treatment plan, along with the required assessments must be reviewed and approved by the residential supervisor within 14 calendar days of the Report Date. The signature page shall be uploaded in the MiSACWIS by the Contractor upon completion.

2) Updated Treatment Plan (UTP)

a) The first UTP shall be completed in the MiSACWIS within 120 calendar days of the youth's admission date (within 90 calendar days of the report period end date of the ITP) and at least every 90 calendar days thereafter. Criminal risk and specialized assessment results, identified treatment interventions and targeted behavioral outcomes, shall be included in the Updated Treatment Plan. The UTP is due within 90 calendar days of the previous treatment plan's report period end date. The UTP is considered complete when the residential case manager submits the UTP to the supervisor through the MiSACWIS for approval. The completion date is reflected as the "Report Date" on the first page of the treatment plan. The UTP is considered overdue if the plan is submitted for approval on or after the 91st calendar day from the previous report period end date. Prior to finalizing, the treatment plan, along with the required assessments must be reviewed and approved by the residential supervisor within 14 calendar days of the Report Date. The signature page shall be uploaded in the MiSACWIS by the Contractor upon completion. Progress toward achievement of targeted outcomes and changes to types or dosage of selected treatment interventions shall be documented in ongoing treatment plans.

b) A Release Report (RR) shall be completed in the MiSACWIS within 14 calendar days of a youth's planned or unplanned release. The completion date is reflected as the "Report Date" on the first page of the report. The RR is considered overdue if the Report Date is on or after the 15th calendar day. Prior to finalizing, the report, along with the required assessments must be reviewed and approved by the residential supervisor within 14 calendar days of the Report

Contract Number: RFCJJ xxx

Date. The signature page shall be uploaded in the MiSACWIS by the Contractor upon completion.

- 3) The Contractor shall complete and submit to MDHHS, medical, dental and all other reports as specified in the DHS-3600. If the youth remains in the Contractor's care beyond 10 months, the Contractor shall participate with MDHHS in completing a new DHS-3600.
- 4) Critical Incidents
 - a) The Contractor shall document any incidents required by Mich Admin Code R 400.4150 in the MiSACWIS, including, but not limited to:
 - i. Death.
 - ii. Suicide.
 - iii. Attempted Suicide.
 - iv. Serious injury or illness requiring inpatient hospitalization.
 - v. Behavior resulting in contact with law enforcement.
 - vi. Corporal Punishment.
 - vii. Physical Restraint.
 - viii. Seclusion.
 - ix. AWOL.
 - b) The Contractor shall notify all appropriate parties as required by Mich Admin Code-R 400.4150 that are not notified electronically through the MiSACWIS:
 - i. Non-MDHHS state or local governmental agency.
 - ii. Parent(s)/Legal Guardian(s).
 - iii. Law Enforcement.
- 5) The Contractor shall comply with all requirements of the Crime Victim's Rights Act, 1985 PA 87, as amended, known as Victim's Rights law (MCL 780.751 to 780.828, as amended) and MDHHS Juvenile Justice Residential Policy Item JR5 502, Victim Notification. When a Contractor has a resident for whom there is a "Victim Notification" requested by the court or victim, the Contractor shall document the victim notification request and contact information in the MiSACWIS and the Contractor has the responsibility for victim notification per Crime Victim's Rights 1985 PA 87, as amended. The Contractor will use the Victim Notification format in the MiSACWIS and document all notifications required in the MiSACWIS.
- 6) The Contractor shall maintain youth case records in accordance with the administrative rules for Child Caring Institutions, Mich Admin Code-R

400.4101-4666 and shall be responsible for maintaining an up-to-date electronic case record for juvenile justice MDHHS-supervised youth in the MiSACWIS system including, but not limited to:

- a) Admissions (Mich Admin Code R 400.4152).
 - b) Youth Property (Mich Admin Code R 400.4125).
 - c) Demographic information for the youth and case members.
 - d) Visitation Plans (Mich Admin Code R 400.4122, 400.4124).
 - e) Grievances (Mich Admin Code R 400.4132).
 - f) Social Work Contacts.
 - g) Clinical Case Notes.
 - h) Treatment Plans and Release Reports (Mich Admin Code R 400.4155-400.4156).
 - i) Assessments and Assessment Scores.
 - j) Medication Administration.
 - k) Informed Consent for Psychotropic Medication.
 - l) Medical, Dental and Mental Health Diagnosis and Treatment (Mich Admin Code R 400.4142-400.4147).
 - m) Education (Mich Admin Code R 400.4123).
 - n) Victim Notification and Victim Rights Request.
 - o) Incident Reports (including Seclusion and Restraint) (Mich Admin Code R 400.4150).
 - p) Youth Transport (Mich Admin Code R 400.4139-400.4141).
 - q) Release Outcomes Reporting.
 - r) JJAU Preferences.
 - s) Shift Logs.
- 7) The Contractor shall maintain a current JJAU Preferences in the MiSACWIS. Any changes to the JJAU Preferences must be approved by DWCL before changes will take effect in the MiSACWIS for JJAU placements.
- 8) The Contractor shall maintain an accurate report of the number of vacancies expected within the next seven calendar days in the MiSACWIS. The vacancies shall be updated at least every seven calendar days.
- g. Transitional Service With the Youth
- 1) The Contractor shall:
 - a) Work with the assigned JJS/Child Case Worker to plan reentry referrals and services consistent with Juvenile Justice Field Services Policy Item JJ4 430, Community Placement & Reentry. This shall include holding monthly Treatment and Transition Team meetings starting six months prior to the youth's planned release date.

- b) Complete the Release Report as described in Section 2.10 letter f. 2) b.
- c) Provide the JJS/Child Case Worker, legal parents(s) or guardian(s) or adult youth all medical, dental and mental health information, including a medication regime at time of release.

Youth with a medication regime must have at least 30 days of medication provided to the responsible party to whom the youth is released, including written information from the prescribing physician explaining each medication and the reason the youth is prescribed each medication.

If the youth is released and prescribed psychotropic medication(s), the Contractor must also provide copies of the most current informed consent documentation.

- d) The Contractor shall:
 - i. Work with the JJS/Child Case Worker to establish a full continuum of services for youth upon release from the Contractor's facility to the community.
 - ii. Document the reentry plan and supportive services that have been arranged in the youth's community in the Release Report.
 - iii. Track individual youth for Program Performance Objectives as identified in Section 2.11 (d-f) below (Expected Program Performance Outcomes), for 6 months following placement release and document in the MiSACWIS Release Outcomes Reporting.

h. Contractor Request for Change of Placement
(Applies to secure and non-secure security levels)

Youth shall not be moved from one placement to another without going through the JJAU placement process identified in JJFS Policy JJ7 700, Juvenile Justice Assignment Unit Placement Process. This includes instances when the Contractor has contracted for more than one Service Description within the same campus/area that involves a change in rate, security level or Service Description (for example, juvenile justice to abuse/neglect, secure to non-secure, general residential to substance abuse treatment).

The Contractor shall provide services to a youth and the youth's family until:

- Release is approved by the Court; or
- MDHHS approves another placement; and

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

- i. Realignment of Service Description
(Applies to secure and non-secure security levels)

The contractor may request a change in placement based on the youth's need for a new placement with a different Service Description. A change in the Service Description may be requested upon completion of a reassessment of the youth's treatment needs and as recommended by the youth's treatment team.

The Contractor shall request a change in placement for Service Description realignment if the Contractor can demonstrate that a youth's assessed treatment needs are not in alignment with the contracted Service Description.

- j. Request Process for Realignment of Service Description
(Applies to secure and non-secure security levels)

The request for a change in placement from the Contractor's care to realign the Service Description shall be submitted in writing to the JJS/Child Case Worker. The request shall include: youth's identifying information, recommended Service Description, reason for recommended Service Description, how the new Service Description is in the youth's best interest, the plan to prepare the youth for transition and supporting documentation.

- k. Safety Concern for Youth, Other Youth and/or Staff
(Applies to non-secure security levels only)

A Contractor that provides a contracted Service Description in a non-secure setting may request a change in placement due to documented safety concerns for the youth, other youth and/or staff.

- l. Change in placement for Safety Concern for Youth, Other Youth and/or Staff
(Applies to non-secure security level only)

The request for a change in placement from Contractor's care due to safety concerns for the youth, other youth and/or staff shall be submitted in writing to the JJS/Child Case Worker. The request shall include: youth's identifying information, a detailed explanation of the youth's behavior and a detailed explanation as to the circumstances that exist at the facility that prevents the Contractor from continuing care of the youth.

- m. Legal or Court Related

The Contractor shall cooperate with the JJS/Child Case Worker responsible for placement of the youth in matters relating to any legal or court activities concerning the youth. These activities may include, but are not limited to:

- 1) Transportation of the youth to and from court hearings.
- 2) Supervision of the youth during transport or while present at the hearing.
- 3) Court testimony, recommendations, and reports to the court as requested by the court.

Safety of the youth and community must always be a priority concern when considering the youth's transportation needs. If determined that a youth is presenting safety concerns and is unable to be safely transported to a court hearing, the Contractor shall immediately notify the youth's Lawyer Guardian ad Litem (LGAL) and JJS/Child Case Worker responsible for the youth's placement.

n. Behavior Management

The Contractor shall not use peer-on-peer restraint, chemical restraint, or any form of corporal punishment.

The Contractor shall have a behavior management policy consistent with Mich Admin Code R 400.4156-400.4165.

o. Grievance Procedure

The Contractor shall have an objective grievance policy and procedure that is made well known, protects confidentiality, and is easily accessible to all youth and families consistent with Mich Admin Code—R 400.4132, Grievance Procedures and MDHHS JJR Policy JR2 213, Youth and Family Grievances.

p. AWOLP/Escapes Procedures for Juvenile Justice Youth

The Contractor shall have a clearly defined process for determining when a youth has gone AWOLP or escaped from the placement. The process shall delineate how the facility and grounds are searched, what personnel will be involved in the search, and how the conclusion will be made that the youth has gone AWOLP or escaped from the placement.

The Contractor shall comply with MDHHS JJR Policy JR5 500, Escape Prevention and JR5 501, Escape Response. In addition, the Contractor shall take the following actions to prevent or control such occurrences:

Provide quarterly training for staff regarding facility AWOLP/escape protocols and measures to avoid AWOLP/escapes.

q. Independent Living Preparation

Independent living preparation is defined as a comprehensive and coordinated set of activities that will assist all youth in preparing for a state of independence or providing care of oneself socially, economically, and psychologically. Independent living preparation activities shall be focused on the results of the Casey Life Skills Assessment that indicate an area of need, when the youth is age 14 or older. The Contractor shall identify independent living activities in the youth's treatment plan.

The Contractor shall provide independent living activities for all youth which shall include, but are not limited to: budgeting and money management; employment seeking skills; communication skills; relationship building; health and hygiene; household maintenance and upkeep; educational assistance; preventive health services; parenting skills and accessing community services.

For youth with developmental disabilities, the contractor shall provide relevant adult self-care, daily living skills, community engagement and mobility skills within the aforementioned domains.

r. Behavioral Health Services

The contractor shall provide a defined, quality behavioral health services program to meet the behavioral health needs of the youth.

- 1) This program will include clinical assessment, DSM V (or subsequent version) diagnosis where applicable, and an identified treatment regimen to include group and/or individual counseling, psychotherapy or psychopharmacologic treatment as indicated.
- 2) Youth with Emotional Stability and/or Social Skills needs as indicated on the Youth Strength and Needs Assessment shall have specified goals and services related to emotional stability and social skills documented in their treatment plans.
- 3) A mental health professional shall review and update youth behavioral health services treatment plans on a monthly basis and document the review in the MiSACWIS.

A mental health professional means an individual who is trained and experienced in the area of mental illness or developmental disabilities and who is one of the following:

Contract Number: RFCJJ xxx

- a) A physician who is licensed to practice medicine or osteopathic medicine and surgery in this state under article 15 of the public health code, 1978 PA 368, MCL 333.16101-333.18838.
- b) A psychologist licensed to practice in this state under article 15 of the public health code, 1978 PA 368, MCL 333.16101-333.18838.
- c) A registered professional nurse licensed to practice in this state under article 15 of the public health code, 1978 PA 368, MCL 333.18838.
- d) A master's social worker licensed to practice in this state under article 15 of the public health code, 1978 PA 368, MCL 333.16101-333.18838.
- e) A professional counselor licensed to practice in this state under article 15 of the public health code, 1978 PA 368, MCL 333.16101-333.18838.
- f) A marriage and family therapist licensed to practice in this state under article 15 of the public health code, 1978 PA 368, MCL 333.16101-333.18838.

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

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

The Contractor shall, in accordance with each youth's individual treatment plan, Mich Admin Code R 400.4124 Communication and JJR Policy JR2 212, Parent Visitation:

- 1) Include the family (birth, relative, adoptive and pre adoptive parents, identified adult support or permanent caregiver) in the development of the youth's treatment plans and specifically document the family's involvement in the treatment plan.
- 2) Provide routine transportation and flexible hours to meet the family's time schedule to facilitate the family's accomplishment of the treatment goals. Routine transportation is defined as any travel, including travel for family

visitation, required by the youth or family for treatment purposes which occurs in the Contractor's geographic area to be served, that may not reasonably be provided by the parents or other funding source. The Contractor shall coordinate/collaborate with the JJS/Child Case Worker to resolve transportation barriers.

- 3) If the distance of a family from the agency is identified as a barrier, describe the agency's effort to reduce the barrier to ensure ongoing family contact.
- 4) Provide an identifiable area for family visits which offers privacy and comfort.
- 5) In collaboration with the agency responsible for placement, allow for sibling visitation and other required sibling interaction and provide supported intervention, based on the youth's treatment needs, to encourage and strengthen sibling relationships.
- 6) Include a specific plan to address the family's needs, to assist the family in meeting the needs of the youth in placement, and to attain the family goals, as well as delineation of roles of the Contractor, assigned JJS/Child Case Worker, and family to accomplish these goals.
- 7) Include the family (birth, relative, adoptive and pre adoptive parents identified adult support or permanent caregiver) in the development of a community reentry plan and specifically document the family's involvement in this plan.
- 8) Withholding of family contact (in any form) is prohibited without a valid court order.

t. Religion and Cultural

The Contractor shall respect the religious preference of the youth and his/her parent(s) or legal guardian in accordance with JJR Policy JR2 241, Religious Activities and Mich Admin Code R 400.4134 Religious/spiritual Policy and Practices.

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

The Contractor shall not require or coerce a youth to participate in religious services or activities, shall not discipline, discriminate against, or deny

privileges to any youth who chooses not to participate. The Contractor shall recognize and take into consideration the racial, cultural, ethnic and religious backgrounds of a youth when planning various activities or religious activities.

u. Education

The Contractor shall ensure every youth is provided with appropriate educational services and enrolled in school within five calendar days of admission. Those services shall be provided in accordance with the requirements set forth in the MDHHS Division of Child Welfare Licensing standards for the license specified in Section 2.4 of this Agreement.

In addition, the contractor shall:

- 1) Collaborate with the youth's identified school to screen for possible educational disabilities; and if a disability is suspected, refer the youth for an Individual Education Program Team (IEPT) evaluation within the first 30 calendar days to assess, plan and place the youth in the most appropriate educational/vocational program.
- 2) Request prior educational assessments within 30 calendar days of placement to assist in assessing the current educational needs. Documentation of diligence in requesting records must be included in the youth's case record.
- 3) For youth with identified disabilities for whom release is planned, an exit review of the educational plan shall be initiated at least 30 calendar days prior to release and forwarded to the JJS/Child Case Worker.
- 4) Assure that program staff is available to the school program in crisis situations to assist in managing the crisis or to call for assistance.
- 5) Notify the school administration where the youth is enrolled, in writing, of the name of the worker supervising the youth's juvenile justice case and who is responsible for attending IEPT meetings. Documentation of the notification shall be made in the Education section of the youth's case record.
- 6) For youth suspended from or expelled from school, or who have passed their General Education Development (GED) test, the program shall provide or arrange for structured educational and/or vocational activities (i.e., , structured homework time, additional reading or writing activities, online educational programming independent study assignments and independent living skills).

- 7) Take an active role in monitoring and maintaining school progress for youth whether or not they attend a structured school program. Interventions may include, but are not limited to, capturing and reporting grades and test scores when and where available, obtaining school assignments, monitoring completion of homework and additional tutoring.
- 8) Provide advocacy and service planning for youth that are expelled.
- 9) Maintain at least monthly contact with the school to monitor the youth's progress.
- 10) Ensure that if the Contractor operates an on-grounds school, the school is in compliance with Michigan's Department of Education rules and requirements.
- 11) Provide tutorial services to an individual youth, as necessary, based on the youth's Individualized Education Plan (IEP) or treatment plan. Tutorial staff must have appropriate educational credentials to provide tutorial services.

v. Medical and Dental Care

The Contractor shall assure that each youth receives routine and non-routine medical and dental care as required in the MDHHS DCWL standards for the license specified in Section 2.4. In addition, the Contractor shall assure that specific health care is provided, including:

- 1) Rehabilitative, physical or dental procedures by medical personnel as necessary.
- 2) Utilization of enrolled Medicaid providers or a board certified physician or dentist volunteering his/her time for health procedures.
- 3) Provision of medication as prescribed by a treating physician. Agency must have a Standard Operating Procedure for dispensing and storage of medication.
- 4) Special diets provided as needed and regularly reassessed utilizing appropriate specialized personnel.
- 5) The Contractor shall upload the above-DCWL required medical and dental examination reports in MiSACWIS within five working days of completion.

w. Wardrobe/Personal Possessions

The Contractor shall assure that each youth has an adequate wardrobe as defined by and documented on the Clothing Inventory Checklist (DHS-3377) while in placement and upon leaving placement. The Contractor shall comply with Mich Admin Code R 400.4125, JJR Policy JR2 240, Youth Attire and JR2 260, Youth Property. When the youth is absent or at the conclusion of the placement, the Contractor shall have a process in place to return the youth's property to the youth's parent(s) or legal guardian(s) or keep the youth's wardrobe and possessions safe until claimed by the youth or MDHHS. If the possessions are not claimed within 90 calendar days, the Contractor may dispose of the items at its discretion.

x. Recreation Activities

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

y. Related Services

The Contractor shall provide the following in accordance with the treatment plan for each individual youth and as outlined in the Contractor's programs and policies. The costs of these elements may be billed to the youth's medical insurance provider if the service is covered. If not, the costs are to be covered by the per diem reimbursement rate:

1) Psychological Services

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

- a) The Contractor shall provide psychological services to an individual youth on an as needed basis, per the youth's treatment plan.
- b) The Contractor shall provide psychological testing as necessary for assessment and treatment planning.
- c) The Contractor shall provide psychological consultation to staff as necessary to assist staff in understanding the youth's background or needs, test results, implications for treatment and interventions most appropriate for the youth.

2) Psychiatric Services

Psychiatric services are defined as various professional activities or methods, performed by a licensed physician with expertise in mental/behavioral health care as evidenced by:

- a) Certification in Child and Adolescent Psychiatry by the American Board of Psychiatry and Neurology (ABPN), or
- b) Certification in general psychiatry by the ABPN and clinical experience with children and adolescents.

Services may include diagnostic assessment, individual psychotherapy with evaluation and management, medication review with minimal psychotherapy, individual or group therapy with the resident(s) and consultation with agency staff. Informed consent must be obtained for administration to a youth of each psychotropic medication. The Contractor shall follow JR3 340, Psychotropic Medications and document the informed consent process in MiSACWIS.

- a) The Contractor shall provide psychiatric services to an individual youth, on an as needed basis, according to the youth's treatment plan. The Contractor shall engage the parent(s) in the initial and ongoing evaluation process.
- b) Within 45 calendar days of the youth's placement, the psychiatrist must assess the youth and coordinate with the licensed clinical personnel completing the psychosocial assessment. A review of the youth's medication history and current needs and prescription or adjustment of medications and dosage as necessary must occur. Telepsychiatry may be used when a local psychiatrist is not available.
- c) After the first 45 calendar days of a youth's placement, ongoing review of the youth's current medical needs and prescription or adjustment of medications and dosage as necessary must occur. Telepsychiatry must be used when a local psychiatrist is not available.
- d) Psychotropic Medication must be prescribed or adjusted by a child/adolescent psychiatrist or a psychiatrist with experience working with children and adolescent youth or the youth's primary care physician if a psychiatrist is not available via telepsychiatry. The youth's parent(s) or legal guardian(s) must be engaged in the consultation either in person or by phone conference, if the youth is under age 18.
- e) The Contractor shall provide psychiatric consultation or supervision of Contractor staff as necessary to assist staff in understanding the results of the psychiatric evaluation(s), implications for the youth's

treatment and identification of treatment interventions most appropriate for the youth.

z. Prison Rape Elimination Act

The contractor shall comply with all provisions of the Prison Rape Elimination Act (PREA) and JJR Policy JR5 560, Sexual Abuse Prevention and Response Overview. Compliance with PREA will be monitored by DCWL and the MDHHS PREA Coordinator. Actions should be taken and documented that:

- 1) Ensure staff training on PREA compliance.
- 2) Ensure a readily available objective reporting and investigation procedure.
- 3) Ensure youth knowledge of PREA regulations.
- 4) Ensures all volunteers, employees, contractors and other regular facility visitors with resident contact have been screened in compliance with PREA standards.

2.11. Expected Program Performance Outcomes

During the contract period the Contractor shall work toward the achievement of outcomes a-c listed below. If, based on an evaluation of Contractor submitted data, there is a gap between the performance of a Contractor and performance outcomes a-c, the Contractor shall within 90 days of receiving the data from MDHHS develop a plan to eliminate the performance gap. See Transitional Service With the Youth Section 2.10 letter g. 1) d. iii for tracking outcomes d-f (below) in MiSACWIS.

- a. Outcome: Eighty-five percent of all youth released will be planned releases.
 - 1) Goal: To provide all youth under the supervision of MDHHS placed in residential treatment facilities continuity of quality treatment services.
- b. Outcome: Eighty-five percent of all planned releases will demonstrate academic gains and/or credits commensurate with length of stay in the program.
 - 1) Goal: All youth under the supervision of MDHHS in juvenile justice residential treatment centers will have access to comprehensive, appropriate and quality education programs as outlined in federal and state guidelines.

- c. Outcome: Ninety-five percent of all planned releases will demonstrate socio-emotional improvements as evidenced by gain scores on the Strength and Needs Assessment or other agreed upon/mandated standardized assessment tool.
 - 1) Goal: All youth under the supervision of MDHHS in juvenile justice residential treatment centers will receive effective therapeutic treatment services.
- d. Outcome: Eighty-five percent of planned releases will remain in an approved, community-based living environment 6 months post release.
 - 1) Goal: To provide all youth under the supervision of MDHHS continuity of quality treatment services following program release.
- e. Outcome: Eighty-five percent of planned releases will remain free of any new criminal charges 6 months post release.
 - 1) Goal: All youth under the supervision of MDHHS in juvenile justice residential treatment centers will receive quality therapeutic treatment services and community reentry services.
- f) Outcome: Eighty-five percent of planned releases will demonstrate productivity six months post release as evidenced by employment, enrollment in school, vocational training and/or other structured paid or volunteer educational/vocational program.
 - 1) Goal: All youth under the supervision of MDHHS in juvenile justice residential treatment centers will receive quality reintegration services following program release.

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 a Going Concern or accounting irregularities, including noncompliance with provisions of this Agreement.

2.13. Financial Audit Requirements

- a. Required Audit or Notification Letter
Contractors must submit to the Department either a Single Audit, Financial Statement Audit, or Audit Status Notification Letter as described below. If submitting a Single Audit or Financial Statement Audit, Contractors must also

submit a Corrective Action Plan for any audit findings that impact MDHHS-funded programs, and management letter (if issued) with a response.

1) Single Audit

Contractors that are a non-profit organization and that expend \$750,000 or more in federal awards during the Contractor's fiscal year, must submit a Single Audit to the Department, regardless of the amount of funding received from the Department. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F.

2) Financial Statement Audit

Contractors exempt from the Single Audit requirements with fiscal years that receive \$500,000 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 Status Notification Letter

Contractors exempt from the Single Audit and Financial Statement Audit requirements (1 and 2 above) must submit an Audit Status Notification Letter that certifies these exemptions. The template Audit Status Notification Letter 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 Status Notification Letter 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

Failure to meet reporting responsibilities as identified in this Contract may result in delay or withholding of future payments.

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 November 30 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: RFCJJ Actual Cost Report. Failure to meet reporting responsibilities as identified in this Contract may result in delay or withholding of future payments.

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. Fiscal Requirements

The Contractor shall maintain a record system that documents the total number of units of service as defined in this Contract and delivered during the term of this Agreement. These records shall also document the specific units billed to MDHHS under this Agreement.

2.17. Private Agency MiSACWIS

The Contractor shall ensure that appropriate residential staff have access to the Michigan Statewide Automated Child Welfare Information System (MiSACWIS) through a web-based interface, henceforth referred to as the "MiSACWIS application." Requirements for MiSACWIS for CCI contracts may be found at http://www.michigan.gov/dhs/0,4562,7-124-5455_7199---,00.html

2.18. Billing

The Contractor shall submit through the MiSACWIS system the bi-weekly roster for any youth in the Contractors care per the instructions within the MiSACWIS system. The billing shall 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 three years after the close of the two week billing period during which services were provided shall be honored for payment.

2.19. 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 Agreement. 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 Agreement, 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.

2.20. Recoupment of Funding and Repayment of Debts

a. Recoupment of Funding

If the Contractor fails to comply with requirements as set forth in this Agreement, or fails to submit a revised payment request within allotted time frames established by MDHHS in consultation with the Contractor, MDHHS may, at its discretion, recoup or require the Contractor to reimburse payments made under this Contract which MDHHS has determined that the Contractor has been overpaid. The Contractor is liable for any cost incurred by MDHHS in the recoupment of any funding.

Upon notification by MDHHS that repayment is required, the Contractor shall make payment directly to MDHHS within 30 days or MDHHS may withhold current or future payments made under this or any other agreements, current or future, between MDHHS and the Contractor.

If the Contractor fails to: (1) correct noncompliance activities identified by MDHHS, (2) submit revised billings as requested as part of a Corrective Action Plan when required; or (3) remit overpayments or make arrangements to have the overpayments deducted from future payments within 30 days, such failure shall constitute grounds to terminate immediately any or all of MDHHS' agreements 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 Debts and Other Amounts due MDHHS

By entering into this Agreement, the Contractor agrees to honor all prior repayment agreements established by MDHHS with the Contractor or Contractor's predecessors. If the Contractor has an outstanding debt due to MDHHS but does not have a repayment agreement, the Contractor agrees to make monthly payments to MDHHS at an amount not less than 5% of any outstanding balance and to begin on the date this Contract is executed.

If the Contractor fails to honor prior repayment agreements, or the Contractor fails to begin repayment on an obligation due MDHHS that is not subject to a repayment agreement, MDHHS will initiate the administrative process to reduce payments to the Contractor under this Contract to recoup the debt. The payment reduction will be made at the amount originally established in the repayment Contractor at an amount not less than 5% of any outstanding balance effective on the date this Contract is executed.

3. MDHHS RESPONSIBILITIES

3.1. Assignments (Secure and Non-secure)

- a. MDHHS shall be responsible for determination of client eligibility for funding.
- b. MDHHS shall provide the Contractor assignment material which complies with this Agreement.
- c. MDHHS shall not transfer legal responsibility for any youth to the Contractor except as provided herein.
- d. MDHHS will determine the Service Description and security level needed by the youth.

3.2. Service Planning and Delivery

- a. MDHHS shall cooperate with the Contractor in completing the DHS-3600 and in developing a service plan for the youth and family. MDHHS shall ensure the Contractor receives the Initial Service Contract (DHS-3600) prior to the youth's admission in the identified program. In event of an emergency placement, the DHS-3600 shall be completed/signed no later than the first working day following placement. If the youth is to remain in the Contractor's care beyond 10 months the local MDHHS office shall initiate a new DHS-3600 at 10 months following the date of placement.

- b. The JJS/Child Case Worker shall complete a Supplemental Updated Service Plan (SUSP) as required by JJFS Policy JJ2 230 and the Contractor shall review the SUSP in MiSACWIS.
- c. When a youth is placed in an out-of-county, private, child-caring institution and the local MDHHS office requests monitoring service from the local MDHHS office where the youth is placed, MDHHS shall ensure that the DHS-3600 clearly states which MDHHS local office is responsible for ongoing monitoring of the youth's care. MDHHS will also ensure that the DHS-3600 states whether the Contractor or the referring caseworker shall be responsible for ongoing service to the youth's family. In the event of an emergency placement, the JJS/Child Case Worker placing the youth shall ensure that the DHS-3600 is completed and signed no later than the first working day following placement.
- d. The JJS/Child Case Worker shall provide the Contractor a copy of the Payment Authorization (DHS-626) at the time of placement for all State paid placements.
- e. The JJS/Child Case Worker shall assure that the youth has a basic wardrobe, as defined and documented by the Clothing Inventory Checklist (DHS-3377) upon entering the Contractor's care.
- f. The JJS/Child Case Worker, except in emergencies or when constrained by a court order or parental demand, shall give at least 30 calendar days notification to the Contractor of any release decision made without the Contractor's concurrence.
- g. If a JJS/Child Case Worker does not meet the responsibilities outlined in this Agreement, the Contractor shall notify the local MDHHS office county director responsible for case management planning. If the dispute is not resolved, the Contractor is to contact the MDHHS Director of Child Welfare Field Operations, located in MDHHS Central Administration.

3.3. 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 youth 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.

3.4. Payments

MDHHS shall make payments to the Contractor pursuant to MCL 17.51-17.57 and State of Michigan Financial Management Guide, Part II-Accounting and

Financial Reporting, Chapter 25, Section 100, "Prompt Payment for Goods and Services."

Per Diem Unit Definition: One unit equals the initial calendar day of placement of a referred youth or any 24-hour period thereafter where a youth is receiving basic supervision and care, and any specialized services as defined by this Agreement. The last day of a youth's placement shall not be counted as a unit.

The Contractor shall be reimbursed for care on a per diem basis for each youth based upon the youth's service description pursuant to the rate schedule below.

a. The MiSACWIS Service Code, Service Description, Per Diem Rate and Effective Date for each service description provided under this Contract shall be:

- 1) Service Code xxx
- Program Name xxx
- Service Description xxx
- Security Level xxx
- Gender xxx
- Age Range xxx
- Number of Contracted Beds xxx
- Daytime Staffing Ratio xxx
- Nighttime Staffing Ratio xxx
- Per Diem Rate xxx
- Effective Date xxx

- 2) Service Code xxx
- Program Name xxx
- Service Description xxx
- Security Level xxx
- Gender xxx
- Age Range xxx
- Number of Contracted Beds xxx
- Daytime Staffing Ratio xxx
- Nighttime Staffing Ratio xxx
- Per Diem Rate xxx
- Effective Date 10/01/17

b. For County Child Care Fund funded youth, MDHHS is not statutorily obligated to make payment to the Contractor. Payment for these youth is the statutory responsibility of the County. If payment is not made, MDHHS shall make reasonable efforts to assist the Contractor to obtain payment.

- c. If an individual youth requires specialized programming which is outside the Contractor's normal program components, but which is within the Contractor's ability to provide care, a special payment for this programming may be negotiated between the Contractor, the local MDHHS office, DCWL and through MDHHS Children's Services Administration.

3.5. Performance Evaluation and Monitoring

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. Reviewing and analyzing reports.

4. **INSERT GENERAL PROVISIONS**

Attachment A: Residential Foster Care Juvenile Justice (RFCJJ) Program Types

The Contractor shall ensure access to the elements of residential care outlined in the MDHHS DCWL standards specific to the license listed in Section 2.4. Additionally, the Contractor shall ensure access to those services outlined in Section 2.10 of this Contract for each residential service description.

1. **General Residential**

Definition

General Residential treatment services provide a time limited, interdisciplinary, psycho-educational, and therapeutic 24-hour-a-day structured program with community linkages, provided through non-coercive, coordinated, individualized care, specialized services, and interventions with the aim of reducing the youth's risk level for future criminal behavior and strengthening the use of pro-social behaviors.

Symptomology

Youth has exhibited criminal behaviors that has resulted in a criminal conviction or adjudication and necessitates general cognitive and behavioral interventions to reduce the risk of further criminal activity. Such behaviors could include, but may not be limited to: aggressive episodes, stealing or petty theft; vandalism; inappropriate social interactions (threatening behavior, inappropriate language, disruptive school behavior, failure to adhere to rules, incorrigibility in not following adult directives), drug use or sales, assaultive behavior, possession or use of weapons, and/or reactions to past trauma, which results in maladaptive behaviors.

Standardized Assessment Tool

The contractor shall utilize assessment tools identified in Section 2.10 b. to assess the youth's overall progress in functioning while in the residential program.

Services

For a youth in the General Residential program, the Contractor shall ensure access to the basic elements of residential care outlined in the MDHHS Division of Child Welfare Licensing standards specific to the license listed in Section 2.4. Additionally, the Contractor shall provide individual, group and family therapy that promote acceptance of responsibility for previous criminal behavior, and development of demonstrated improved cognitive and behavioral skills (such as problem-solving, decision-making, goal setting and attainment, social interaction skills, and relapse prevention planning).

Staffing Ratio

The Contractor shall:

- a. Provide a minimum of one on-duty direct youth care staff for every ten youth during waking hours.
- b. Maintain a minimum of one on-duty direct youth care staff for every 20 youth during sleeping hours. All of these staff shall be awake during this period. Room checks must be conducted at intervals of no less than every 15 minutes during sleeping hours.

Outcome Measures

During the contract period, the Contractor shall work toward the achievement of the outcome measures listed in Section 2.11 of this Agreement.

2. Mental Health and Behavior Stabilization

Definition

A mental health treatment program provides for the application of a comprehensive array of therapeutic services that include thorough psychiatric and clinical assessments and evaluations and corresponding treatment interventions designed to stabilize and treat the conditions of mental health/behavioral instability. Level of service intensity is tailored to and based on the needs of the youth and the youth's diagnosis at the time of intake.

Symptomology

Youth experiencing severe emotional and behavioral instability due to a variety of psychological and or psychiatric issues.as indicated through a DSM-V (or subsequent version) diagnosis.

A youth currently experiencing or with a history of active unstable symptoms which may include: severely aggressive behavior toward self or others, psychotic symptoms

(delusions, hallucinations, suicidal/homicidal ideations), and/or frequent severe emotional episodes. The youth is non-compliant with and/or not stabilized on medication. The youth has a high risk of serious self-harm and aggression. Lack of intact thought process.

Standardized Assessment Tool

The contractor shall utilize assessment tools identified in Section 2.10 b. to assess the youth's overall progress in functioning while in the residential program.

Services

The youth shall have a comprehensive psychiatric consultation within 15 calendar days of the youth's admission into the program. The consultation shall include current and past psychiatric history, medical/developmental history, social history, family history, mental status exam, medication review, and a diagnosis and treatment recommendation. The consultation shall be conducted face to face or via telepsychiatry if face to face is not possible.

- a. Nurse oversight of physical interaction with psychotropic medication.
- b. Individual therapy shall occur more than one time per week.
- c. Group and/or family therapy shall be provided as outlined in the youth's treatment plan.
- d. Self-help groups as needed.
- e. Family activity programs.
- f. Independent living skills assessment/preparation and community reintegration.

Staffing Ratio

The Contractor shall:

- a. Provide a minimum of one on-duty direct youth care staff for every five youth during waking hours.
- b. Maintain a minimum of one on-duty direct youth care staff for every 10 youth during sleeping hours. All of these staff shall be awake during this period. Room checks must be conducted at intervals of no less than every 15 minutes during sleeping hours.

Outcomes Measures

During the contract period, the Contractor shall work toward the achievement of the outcome measures listed in Section 2.11 of this Agreement.

3. Sexually Reactive Residential Care

Definition

A sexually reactive residential care program uses a bio-psycho-social approach with evidence based components, to address sexually reactive and deviant behaviors. Therapists provide individualized treatment plans with a variety of modalities, such as

psych-education, play therapy, sensory regulation, individual, group and family therapy. Therapeutic approaches include Cognitive-Behavioral Therapy (CBT), experiential therapies, psycho-educational presentations, psychopharmacological interventions, family systems theory, and integrative therapies.

Treatment approaches are gender specific and age appropriate. Treatment options for residents with aggressiveness, attachment problems, sadistic behaviors, grief and loss issues, and impulse control problems are included in the residential program. Skills training in aggression replacement, anger management, social skills, activities for daily living, coping skills, and communication skills is provided.

Symptomology

A youth who has been convicted or adjudicated for criminal sexual conduct or has a documented history of sexually deviant behavior.

Standardized Assessment Tool

In addition to the assessment tools outlined in Section 2.10 b., the contractor shall utilize the Estimate of Risk of Adolescent Sexual Offense Recidivism Version 2 (ERASOR Version 2.0) or Juvenile Sex Offender Assessment Protocol (J-SOAP II) to assess the youth's overall progress while in the residential program.

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

Services

- a. A comprehensive assessment is completed, using a variety of applicable standardized assessment tools, such as the ERASOR Version 2.0 or J-SOAP II that takes into consideration the family, cultural and social influences that have an impact on a young person.
- b. More intensive individual, group or family therapy, which may be a combination of several types of therapy based on need.
- c. Conducting additional life skills assessment with a standardized tool such as the Casey Life Skills Assessment.
- d. Sex offender treatment group therapy, which will include components featuring anger management, sex education, healthy sexuality and deviancy reduction, recidivism prevention, and victim awareness and empathy.
- e. Introduction to self-help groups and relapse prevention strategies.
- f. Inclusion of family members in treatment planning and social activities.
- g. Additional staffing to ensure appropriate levels of supervision

The length of time a youth is in any particular phase is dependent on the individual youth and treatment plan.

Service Provider Qualifications

Therapists shall be persons that meet the qualifications outlined Section 2.10 e. 2) and have experience working with youth who have displayed sexually inappropriate behavior or be supervised by a therapist with the experience and qualifications outlines in Section 2.10 e.

Staffing Ratios/Room Assignments

The Contractor shall:

- a. Provide a minimum of one on-duty direct youth care staff for every six youth during waking hours.
- b. Maintain a minimum of one on-duty direct youth care staff for every 10 youth during sleeping hours. All of these staff shall be awake during this period. Room checks must be conducted at intervals of no less than every 15 minutes during sleeping hours.

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

Outcome Measures

During the contract period, the Contractor shall work toward the achievement of the outcome measures listed in Section 2.11 of this Contract in addition to the outcomes identified below.

- a. One hundred percent of youth will have a relapse prevention plan upon a planned release.
- b. Eighty five percent of youth will demonstrate Stage of Change improvement/progress related to the identified assessment tool.
- c. Ninety five percent of planned releases will demonstrate reduced risk level on a standardized and approved sexual offending risk instrument such as the ERASOR Version 2.0 or J-SOAP II.

4. Developmentally Delayed/Cognitively Impaired

Definition

Residential care services for youth with developmental delay and/or cognitive impairment consists of individualized services that include structure and support in mastering activities of daily living, developing positive self-protective skills, community integration, behavior plans and interventions, including mental health treatment as needed. Services are planned, delivered and supervised within a framework of maintaining and improving youth health and safety while working to increase each youth's level of independence and self-confidence. Therapeutic services are designed and delivered to engage the client at his or her level of functioning. Residential providers

support youth in their treatment, school programs, adult transition planning and, when it is a part of the youth's individual plan, preserving connection with their families.

Cognitively impaired is defined as mild to moderate (IQs 45 to 69), cognitively impaired youth.

Developmentally delayed is defined as an individual diagnosed with a mental disorder which significantly impacts their adaptive functioning and ability to care for themselves and generally is considered a lifelong condition. Examples include Autism Spectrum Disorders (Autism, Asperger's Disorder, Pervasive Developmental Disorder), Fetal Alcohol, Traumatic Brain Injury, etc.

Symptomology

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

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

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

Standardized Assessment Tool

The Contractor shall utilize a standardized assessment tool as defined in the Contractor's program statement to assess the youth's overall progress in functioning while in the residential program.

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

Staffing Ratio

The Contractor shall:

- a. Provide a minimum of one on-duty direct youth care staff for every five youth during waking hours.
- b. Maintain a minimum of one on-duty direct youth care staff for every 10 youth during sleeping hours. All of these staff shall be awake during this period. Room checks must be conducted at intervals of no less than every 15 minutes during sleeping hours.

Services

- a. Additional psychiatric or psychological services/testing including but not limited to diagnostic interviews, medication reviews, individual therapy, and staff consultation.
- b. More intensive activity-based individual and specialized group therapy.
- c. Self-help groups as needed.
- d. Family counseling and/or family activity programs.
- e. Additional independent living skills assessment/preparation and community reintegration.

Outcome Measures

During the contract period, the Contractor shall work toward the achievement of the outcome measures listed in Section 2.11 of this Contract in addition to the outcomes identified below.

- a. Eighty percent of clients will demonstrate progress in receptive and expressive skills as shown by a communication skills assessment prior to discharge.
- b. Eighty percent of clients will demonstrate an understanding of their environment and manage their response as shown by a reduction in negative behaviors and an increase in the ability to appropriately express feelings and needs at the time of discharge.
- c. Ninety five percent of planned releases will demonstrate improved scores on the Casey Life Skills Assessment.

5. Substance Abuse Treatment

Definition

The application of a comprehensive array of services that are supportive of substance use prevention and recovery. Treatment for substance use conditions is an intensive service for persons acutely affected by alcohol or other drug problems. Treatment addresses the full range of related issues, including: achievement and maintenance of sobriety or abstinence; health and mental health needs; counseling and/or psychotherapy; education; and improved social, emotional, psychological, cognitive, and vocational functioning.

Symptomology

Youth experiencing substance use or dependence issues and/or related severe behavioral instability. Youth whose personality style continues to contribute to their difficulties and who requires intensive substance abuse and secondary prevention services or recovery and relapse prevention. Moderate risk of aggression. Poor, but intact thought processes.

Standardized Assessment Tool

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

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

Staffing Qualifications

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

Staffing Ratio

The Contractor shall:

- a. Provide a minimum of one on-duty direct youth contact staff for every six youth during waking hours.
- b. Maintain a minimum of one on-duty direct youth contact staff for every ten youth during sleeping hours. All of these staff shall be awake during this period. Room checks must be conducted at intervals of no less than every 15 minutes during sleeping hours.

Services

- a. Additional psychiatric or psychological services/testing including but not limited to diagnostic interviews, medication reviews, staff consultation, screening for co-morbidity.
- b. More intensive activity-based individual therapy as well as specialized group therapy, multi-family therapy or didactic group counseling.
- c. Self-help groups and/or sober leisure skill development as needed.
- d. Family counseling and/or family activity programs.
- e. Additional Independent living skills assessment/preparation and community reintegration.

Outcome Measures

During the contract period, the Contractor shall work toward the achievement of the outcome measures listed in Section 2.11 of this Contract in addition to the outcomes identified below.

- a. One hundred percent of youth will have a plan including relapse prevention and recommended services upon a planned discharge.

Contract Number: RFCJJ xxx

- b. Ninety-five percent of planned releases will be referred to a community support group for at least 90 days following placement release.
- c. Ninety-five percent of planned releases will demonstrate a reduced risk score on an approved substance abuse risk instrument.

Attachment B: Glossary of Acronyms and Forms

AAPI:	Adult-Adolescent Parenting Inventory
ABPN:	American Board of Psychiatry and Neurology
AWOLP:	Absent Without Legal Permission
CCI:	Child Caring Institution
CBT:	Cognitive Behavioral Therapy
DCWL:	Division of Child Welfare Licensing
DCQI:	Division of Continuous Quality Improvement
ERASOR Version 2.0:	Estimate of Risk of Adolescent Sexual Offense Recidivism
FOM:	Foster Care Online Manual
GED:	General Education Development
IEP:	Individualized Education Plan
IEPT:	Individual Education Program Team
JJ:	Juvenile Justice
JJFS:	Juvenile Justice Field Services policy
JJAU:	Juvenile Justice Assignment Unit
JJP:	Juvenile Justice Programs
JJR:	Juvenile Justice Residential policy
JJS:	Juvenile Justice Specialist
J-SOAP II:	Juvenile Sex Offender Assessment Protocol
LGAL:	Legal Guardian ad Litem
Mich Admin Code:	Michigan Administrative Rules
MiSACWIS:	Michigan Statewide Automated Child Welfare Information System
PREA:	Prison Rape Elimination Act
PTSD:	Post-Traumatic Stress Disorder
RR:	Release Report
SED:	Serious Emotional Disturbance
DHS-65:	Children's Foster Care Initial Service Plan
DHS-66:	Updated Service Plan
DHS-69:	Foster Care Juvenile Justice Action Summary
DHS-221:	Medical Passport
DHS-365:	Initial Treatment Plan
DHS-366:	Updated Treatment Plan
DHS-626:	Foster Care Payment Authorization
DHS-1643:	Psychotropic Medication Consent
DHS-3307A:	Youth Face Sheet
DHS-3377:	Clothing Inventory Checklist
DHS-3600:	Individual Service Agreement