

**REQUEST FOR PROPOSAL – KENT REUNIFICATION PROGRAM**  
WEST MICHIGAN PARTNERSHIP FOR CHILDREN

**Provide the following business and contact information:**

|  |                |                                       |
|--|----------------|---------------------------------------|
| Legal Name:  |                | Federal ID or Social Security Number: |
| Address:   |                | State of Incorporation                |
| City:  | State & Zip:   | Website URL:                          |
| Type of Organization: <input type="checkbox"/> Non-Profit <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> Sole Proprietor<br><input type="checkbox"/> Partnership <input type="checkbox"/> S/C-Corp    _____ Other (Explain) |                |                                       |
| Primary Contact:   | Contact Phone: | Contact Mobile:                       |
| Contact E-Mail:  | Office Phone:  | Office Fax:                           |

**Provide responses to the following questions:**

|  |  |
|--|--|
| Is your business a Woman or Minority-owned Business Enterprise (WMBE)?   |  |
| How many years has your organization been in business?   |  |
| Have you done business with WMPC? If so, furnish specifics.  |  |
| Have you done business with the State of Michigan? If so, furnish specifics.   |  |
| Have you ever defaulted on a contract or been involved in litigation with WMPC or the State of Michigan? If so, furnish specifics.   |  |
| Have you ever defaulted on a contract or been involved in litigation or pending litigation or claims with any other organization in the past five years? If so, furnish specifics. |  |
| List any relationships between your organization's staff and any current WMPC employee.  |  |
| Include any additional information you may deem helpful in evaluating your proposal.   |  |
| How many employees are assigned to develop and support the proposed services?  |  |
| Please state your employee turn-over rate for the last 3 calendar years.   |  |

|  |  |
|--|--|
|  |  |
|--|--|

The undersigned Bidder states that this proposal is made in conformity with the Proposal Documents and agrees that, in the event of any discrepancies or differences between any conditions of their proposal and the Proposal Documents, the provisions of the latter shall prevail. No verbal or written agreements or understandings considered or entered into prior to signing of a contract in the form of a purchase order, shall be binding after the signing of the contract unless incorporated in the contract.

The undersigned Bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons submitting proposals for the work.

|                    |
|--------------------|
| Organization Name: |
| Signature:         |
| Name:              |
| Title:             |
| Date:              |

**REQUEST FOR PROPOSAL – KENT REUNIFICATION PROGRAM**  
WEST MICHIGAN PARTNERSHIP FOR CHILDREN

WMPC reserves the right to reject any or all proposals and make no award for this project based on funding, evaluations of proposals, or any other reasonable condition.

SUBMISSION DEADLINE DATE: **June 26<sup>th</sup>, 2020**

SUBMIT TO: Pamela Martinez  
213 Sheldon Ave SE  
Grand Rapids, MI 49503  
[pmartinez@wmpc.care](mailto:pmartinez@wmpc.care)

**1. BACKGROUND**

West Michigan Partnership for Children (“WMPC”) is a non-profit corporation located in Kent County, Michigan. WMPC receives funding from state and federal grants to administer adoption and foster care programs. WMPC seeks to ensure that all children removed from their homes by the Kent County Michigan Department of Health and Human Services are placed in a safe, family-like setting with adequate services to help them personally thrive and placed in a nurturing home after leaving the child welfare system. WMPC values family preservation and seeks to reunify families, strengthening and empowering them to create positive environments for children.

**2. PROGRAM DESCRIPTION**

The Kent Reunification Program provides intensive individualized family therapeutic, psychoeducational, and support services that centers around the specific strengths and needs of the family. Through participation in the program, the family receives increased supportive services in preparation for and after reunification.

- A. Services to be Delivered:  
See Attachment A
- B. Client Eligibility Criteria:  
See Attachment A
- C. Billing and Payment:  
See Attachment B
- D. Program Outcomes:  
See Attachment C
- E. Credentialing:  
See Attachment D

**3. CONTRACT COMPLIANCE**

Attachment E is a copy of the contract the undersigned Bidder will be required to enter into with WMPC if its bid on this RFP is selected by WMPC. In making its bid, Bidder shall review the contract and certifies that in making this bid that Bidder will comply with the contract in its entirety. Contracts are subject to renewal, revision, and modification from time to time and

Bidder is agreeing that it will comply with any subsequent renewals, revisions, and modifications to the contract.

#### 4. BIDDER PROPOSAL OUTLINE

The following outline should be utilized for the submission of all proposals:

- A. Describe the organization.
  - i. Formal legal name
  - ii. Purpose / Mission
  - iii. Incorporation status, such as 501(c) (3)
  - iv. Authorized representative for contract negotiations and signature
  - v. Relationship of the organization mission to the proposed program/service
  - vi. Future planning facing the organization that may impact proposed program/service
  - vii. Attach copies of last three (3) year audit reports
  - viii. Identify potential conflicts of interest
- B. Describe the Governance and management of the organization.
  - i. Board of Directors
  - ii. Current organization chart or administrative structure
  - iii. Describe anticipated changes in the organizational structure if this program were added to the organization's service user representation
  - iv. Key administrative staff who would be involved in proposed program/service and their resumes:
    - a. Administrator
    - b. Fiscal Staff
    - c. Lead Program Staff
    - d. Other Key Administrative Staff
- C. Indicate prior experience and demonstrated expertise.
  - i. Identify current organization programs
  - ii. Indicate other experience with profiling similar types of program/services and/or with the identified target populations
  - iii. Describe experience with developing and sustaining collaborative relationships with other organizations
  - iv. Describe your organization's approach to ensuring culturally competent services, supporting a diverse workforce, and designing programs and services to achieve equitable results across demographic groups.
- D. Describe physical facilities.
  - i. Current service location(s)
  - ii. Proposed service locations required for the program model being proposed
- E. Describe anticipated staff and staffing patterns for this type of program/service. Must demonstrate appropriate and adequate staffing resources to deliver quality and cost-effective services.
  - i. Positions
  - ii. Qualifications
    - a. Education
    - b. Lived Experience
    - c. Certification

- iii. Caseload ratios
  - iv. Method of recruitment and retention of staff
  - v. General responsibilities for each position
  - vi. Staffing schedule for typical week
  - vii. Current and/or proposed staff development efforts.
- F. Describe the program design including:
- i. Referral process
  - ii. Hours of availability for clients
  - iii. Service model, including theoretical framework and / or evidence-based practice
  - iv. Documentation for assessment and progress, included time frame and frequency
  - v. Development of treatment plan in relationship to the assessment
  - vi. Determination of successful termination of services
- G. Describe the organization's approach to care and services that support the use of racial equity strategies to support the program's goals. Include the following:
- i. Evidence of culturally competent approach to service delivered
  - ii. Description of related staff training and development
  - iii. Description of relevant program adaptations provided to support client differences in culture, language, literacy, ability, and access to transportation, technology or other needs that impact client access to service.
  - iv. Policies and procedures around diversity, equity, and inclusion within your organization.
- H. Describe the organization's approach to trauma-informed care and service activities that might be utilized to achieve the program's goals. Include the following:
- i. Evidence of trauma-informed approach to service delivered
  - ii. Training of staff and on-going training
  - iii. Policies and procedures around trauma-informed care.
- I. Describe how the organization utilizes community involvement and consumer input/participation in:
- i. Policy formation
  - ii. Program planning
  - iii. Routine decision making
- J. Describe the capacity of the organization to meet applicable standards and contractual requirements. Provide supporting information/documentation as relevant:
- i. Approved Medicaid provider
  - ii. Nationally recognized accrediting body
  - iii. Performance on previous contract with WMPC or State of Michigan
  - iv. Attach three (3) letters of reference
- K. Describe the organizations efforts at continuous quality improvement.
- i. Provide samples of current evaluation plans/reports and describe how evaluation reports are used.
  - ii. Describe how the organization will document service provision and provide report templates
  - iii. Discuss consumer satisfaction surveys and how data is used
  - iv. Discuss methods used to measure, track, monitor and report on outcomes.
- L. Financial management and stability / cost effectiveness.
- i. Provide budget for this program
  - ii. Financial reporting package for most recent year-end and month-end periods.

- M. Describe any additional information about the organization that speaks to its effectiveness in providing this program/service for WMPC.

## 5. DECISION CRITERIA

The selection of a provider will be recommended by the Review Committee to the CEO for final selection and approval. The recommendation will be based upon:

- A. Completeness of the proposal in addressing all relevant items.
- B. Agency prior experience and demonstrated expertise.
- C. Appropriate staffing resources.
- D. Program Design: Including Trauma Informed Practice; commitment to diversity, equity, and inclusion; and community and family involvement.
- E. Capacity to meet applicable standards and contractual requirements.
- F. Performance and quality improvement framework.
- G. Financial management and stability.
- H. Cost effectiveness.

## 6. RFP TIMELINE

All questions about the RFP must be submitted in writing by email to: [pmartinez@wmpc.care](mailto:pmartinez@wmpc.care). Questions regarding the content and the intent of the RFP will not be addressed if submitted after 4:00 p.m. EST on Tuesday, May 26, 2020. Written questions and associated responses to all questions will be posted on the WMPC website – [www.wmpc.care](http://www.wmpc.care) by May 29, 2020.

Interested organizations must submit a completed proposal to this RFP by 4:00 p.m. EST on **Friday, June 26, 2020**. Proposals must be emailed to [pmartinez@wmpc.care](mailto:pmartinez@wmpc.care). **Late submissions will not be accepted. There will be no exceptions to this requirement. Proof of time and date of submission may be requested by WMPC.**

Completed proposals must be submitted to WMPC by email to: [pmartinez@wmpc.care](mailto:pmartinez@wmpc.care)

The contract term for this RFP will begin **October 1, 2020**.

|                              |   |
|------------------------------|---|
| Monday, May 4, 2020          | Request for Proposals issued                            |
| Tuesday, May 26, 2020        | Deadline for submitting written questions 4:00 p.m. EST |
| Friday, May 29, 2020         | Responses to written questions will be posted online    |
| <b>Friday, June 26, 2020</b> | <b>Proposals due to WMPC by 4:00 p.m. EST</b>           |
| Tuesday, June 21, 2020       | Bidder notified of recommended award                    |
| <i>No later than</i>         |   |
| Friday, August 14, 2020      | Contract negotiated and agreed upon                     |

Tuesday, September 1, 2020 Contract sent out for signature

*No later than*

Friday, September 25, 2020 Contracts signed and returned

Thursday, October 1, 2020 Contracted services begin

## 7. ADMINISTRATIVE REQUIREMENTS

- A. Proposal applications must be submitted electronically to WMPC in PDF format to [pmartinez@wmpc.care](mailto:pmartinez@wmpc.care)
- B. Sections must be clearly labeled using the sections in the RFP document.
- C. A written response is required for each item unless otherwise indicated. Failure to answer any of the items will negatively impact the bidder's score.
- D. Font size must be 12 point throughout the response; margins must be .75" or greater.
- E. Proposals received after the established deadline will not be considered.

## 8. ADMINISTRATIVE REQUIREMENTS

The following items are the Administrative Requirements and standards the bidder must meet under a contract to provide services. They are rated as satisfactory/unsatisfactory according to the responses provided:

- A. The bidder must provide WMPC with a synopsis report of the following regulatory issues having occurred within the past five years to the extent these events related to services your organization provided.
  - i. Litigation
  - ii. Allegations of wrongdoing
  - iii. Malpractice
  - iv. Violations of codes of ethics
  - v. Provision license status
- B. The bidder must also disclose any pending litigation to which they are party, including disclosure off any outstanding judgement. Information to submit includes.
  - i. Date, title, case number
  - ii. Outline contents of complaints filed
  - iii. Outcome of disposition
- C. The bidder must disclose information about any affiliation or sub-contractual relationships, common ownership, overlapping Boards, pending or planned mergers or acquisitions which may affect the terms of potential contract. The bidder must name the specific organization(s) and the specific nature of the organizational relationship.
- D. The proposal must include a statement that the bidder has no real or potential Conflict of Interest with WMPC or a statement describing the nature of the real or potential conflict and possible mitigation.
- E. WMPC expects service providers to follow Generally Accepted Accounting Principles (GAAP).
  - i. Specifically, WMPC expects service providers to track expenses and submit financial status reports within 60 days of when the service was rendered. **State**

**Yes or No** if you have an accounting system or staff that can accommodate this expectation.



## STATEMENT OF WORK

The Kent Reunification Program provides intensive individualized family therapeutic, psychoeducational, and support services that centers around the specific strengths and needs of the family. Through the program, the family receives increased supportive services in preparation for and after reunification.

1. **Geographic Area**

The Service Provider shall provide services described herein for families whose children have been removed by Kent County Department of Health and Human Services.

2. **Location of Services**

The Vendor shall provide services described below in the parental home and community.

3. **Client Eligibility**

A. **Definition of Eligibility**

Kent Reunification Program (KRP) services are available to families with a child(ren) residing in out-of-home placement and have an open foster care program type. Out-of-home placement includes, but is not limited to, children placed with a non-custodial/non-respondent parent, family foster care, group family foster care, relative placement and detention (if dual ward).

A child must be anticipated/planned to return home within 30 days of a referral to KRP. If the child is not returned home within 30 days of the referral, the case shall be closed.

Referrals may be accepted by the Service Provider within 30 days after reunification.

B. **Determination of Eligibility:**

WMPC determines eligibility.

*Referrals outside the above stated eligibility requirements shall be accepted only upon consultation, approval, and documentation from WMPC.*

*WMPC does not guarantee a minimum number of referrals at any time during the Agreement. The Service Provider agrees to accept all referrals on a first come, first served, space available basis, 24- hours, seven days a week, with the following exceptions:*

- i. Upon consultation with WMPC, the service provider may be allowed to deny referrals or withdraw from an existing case.
- ii. After a family has been referred to the Kent Reunification Program, the case may be withdrawn from services if conditions such as the following exist within five days of the referral:
  - a. The family declines KRP services.
  - b. The safety issues are such that the KRP staff are unable to safety plan with the family or provide services.
  - c. The family demonstrates the inability/lack of willingness to make themselves available to work with the KRP staff.

- iii. WMPC will make final determination regarding the need to withdraw a case from the Service Provider for KRP services under this Agreement. WMPC does not guarantee a minimum number of referrals at any time during the Agreement. The Service Providers agrees to accept all referrals on a first-come, first-serve, space-available basis, twenty-four (24) hours, seven (7) days a week, with the following exceptions:
  - a. After the Service Provider consults with the WMPC Care Coordination Manager, WMPC may allow Service Provider to deny a referral or withdraw from an existing case after a family has been referred for KRP services if the following conditions exist within five days after the referral for KRP services:
    - 1) The family declines KRP services.
    - 2) The safety issues are such that the KRP staff are unable to safety plan with the family or provide services.
    - 3) The family demonstrates the inability or lack of willingness to make themselves available to work with the Service Provider.

#### C. Referral Process

##### i. Service Provider's Responsibilities

- a. The Service Provider shall accept referrals from WMPC with the hours of 8:30 AM to 5 PM, seven (7) days per week.
- b. Once WMPC has sent referral to service provider, WMPC must verify that the referring worker has contacted service provider within 24 hours.
- c. The Service Provider must contact the client face to face for initial visit within (48 hours) of accepting a referral.

##### ii. WMPC Responsibilities

WMPC will send email communication to Service Provider and identify PAFC worker. PAFC worker shall provide the following information:

- a. Date of referral.
- b. Name of each client to be provided service.
- c. Address and contact information of the referred client(s).
- d. Reasons for referral
- e. Referring worker's emergency on call phone number.
- f. Copy of trauma screening
- g. Copy of trauma assessment if available.

#### 4. Services to be Delivered

Service #1 of 1: Family Reunification

Activities the Service Provider shall perform:

##### A. Service Provider Shall:

- i. Develop a written procedure for accepting referrals in consultation with the referring staff and WMPC. The procedure shall include accepting referrals on a first-come, first-serve basis, twenty-four (24) hours, seven (7) days a week. The Service Provider shall determine the number of spaces available at a given time and communicate regularly with WMPC manager. The Service Provider shall commit to receive all referrals as presented by the referring staff.

- ii. Provide intensive in-home services to families based on the Arizona Self Sufficiency Matrix assessment which will be used to develop the treatment plan with the family.
- iii. Identify protective capacities and protective factors and integrate in all work to protect children and strengthen families.
- iv. Make initial face-to face contact with the family within forty-eight (48) hours of receiving referral information. The family interview shall be in the family home and shall follow strength-based/solution focused principles.
- v. Interview every family member, including each child, regardless of the placement of the child(ren), within five (5) days of receiving referral information.
- vi. Attend court hearings at the request of the family, WMPC or Private Agency Foster Care (PAFC) referring worker.
- vii. Close case within ten (10) calendar days if:
  - a. The child(ren) is not returned to the permanent family home within 30 days of the referral to KRP services.
  - b. The plan for the child(ren)'s return home changes to continue out-of-home placement.
  - c. Consultation with WMPC shall occur, for guidance, on any exception to the length of time a case should remain open in the above situations.
- viii. Provide Specific Assistance:
  - a. Develop a written plan to administer monies averaging \$300.00 per family. The plan to access the monies must include availability to the worker within twenty-four (24) hours of request. This plan, and any changes to this plan, shall be submitted annually, in writing and approved by WMPC prior to the expenditure of Specific Assistance.
  - b. Make monies immediately available to members of the treatment team and the Program Manager, with an average of \$300.00 expended per family. Monies shall be used in support of activities and purchases related to reducing the risk of continued out-of-home placement, reunification efforts, and achievement of goals related to the reason for referral.
  - c. Team Leaders and Family Workers of the treatment shall each carry \$50.00 on their person at all times for immediate emergency purchases. The team member shall be reimbursed for this expenditure within twenty-four (24) hours by submitting receipts to the program supervisor and completing a Specific Assistance Request Form (DHHS 362-FPP) or a contracted agency form approved for use by WMPC.
  - d. If the specific assistance expenditure is expected to be \$500.00 or more, the program supervisor or program manager shall contact WMPC's Director of Care Coordination and Innovation for approval.
- ix. Use KRP paper and electronic forms as required by WMPC.
- x. Complete the Family Request for Treatment document, provided by WMPC, during the intake process to assure family participation in the services required by KRP. The purpose of the Family Request for Treatment shall be to elicit a commitment from each family member to take charge of setting their own service priorities.
- xi. Obtain appropriate releases and authorizations from the family during the parent interview. A family assessment based on the Arizona Self Sufficiency Matrix shall be completed and both child/youth and family expectations shall be discussed.
- xii. Provide Initial Service Plan Report to PAFC within thirty (30) days of family's date of

- referral.
- xiii. Submit an Updated Service Plan (USP) once every thirty (30) days to the Referring Worker within seven (7) days of completion of the report period except when the termination occurs with ten (10) days of the end of the report period, in which case, a single report shall be submitted to cover the contents of both the Service Plan and Closing Summary reports. The report should be reviewed with the family and signed by the family, worker, and supervisor prior to submitting the report to the referring worker.
  - xiv. Provide a Closing Summary Report to the referring worker within ten (10) days of the family's discharge from KRP. The report should be reviewed with the family and signed by the family, worker, and supervisor prior to submitting the report to the referring worker.
  - xv. Administer surveys developed and provided by WMPC upon termination of each case.
  - xvi. Provide therapeutic intervention sessions, which are family-based, reality-oriented, and strength-based/solution-focused. When individual therapeutic intervention sessions are necessary, the Therapist shall utilize cognitive, behavioral, and skills-based techniques to help family members achieve goals. These services are designed to provide immediate, comprehensive, and intensive counseling and support services to families to teach problem resolution. The approach shall focus on the family, rather than the individual family members, with the objective to strengthen the family so it may fulfill its caregiving function.
  - xvii. Based upon the Service Plan, provide direct services to help the family attain the goals outlined therein.
  - xviii. The Service Provider shall work with the family to assure that:
    - a. The child(ren) is assessed for possible special education needs and if a need is discovered, plan with the family to secure the most appropriate program.
    - b. Existing community resources shall provide formal education.
    - c. KRP staff are available to the family for school program assistance in crisis situations.
    - d. The child(ren) is assessed for treatment needs due to childhood trauma and if a need is discovered, plan with the family and formal supports (including school staff) to secure the most appropriate service for their needs.
  - xix. Refer as necessary to substance abuse, sexual abuse, psychiatric and dual diagnosis treatment services.
  - xx. Assist referred families with transportation needs. KRP staff shall have access to Service Provider's vans or some form of adequate transportation for recreational activities to assist families in transportation. KRP staff shall also use their own vehicles to transport families to Service Provider's services as well as other important contacts in the community. Bus tickets and training in the use of public transportation shall also be given to clients when necessary.
  - xxi. Provide twenty-four (24) hour crisis intervention, seven (7) days a week. Each team shall develop a plan to notify families of 24/7 availability. All team members shall be apprised of the families' situation through weekly team meetings. The plan for availability shall be submitted annually (or as changes occur), in writing, to WMPC for approval prior to commencement of the contract or when changes are made to the procedure.

- xxii. Maintain flexible KRP staff scheduling to meet the families' needs twenty-four (24) hours a day, seven (7) days a week. The Service Provider shall provide therapeutic intervention sessions beyond the traditional working hours of 8:00 am to 5:00 pm. Appointments with families shall be scheduled according to the families' needs. In addition to these scheduled appointments, the Service Provider shall have KRP staff available twenty-four (24) hours a day, seven (7) days a week for family needs, including emergencies. The Service Provider shall support flexible work schedules of KRP staff by not requiring staff to work a traditional 8:00 am to 5:00 pm, Monday through Friday, work week. The Service Provider shall also support flexible work schedules by hiring staff who agree to serve their families in this flexible manner.
- xxiii. Short Term Alternative Placements  
If it appears that a child(ren) in a client family is at immediate risk of abuse or neglect, the KRP team shall make every effort to preserve in-home or relative placement. (KRP staff must contact CPS if there are suspicions of harm or threatened harm of child abuse or neglect.) Interventions with the family that provide structure for safety shall be attempted first. If there does not appear to be a solution, the family shall be asked about relative placement. A social network map shall be used to seek ideas for voluntary, short-term alternative placement which keeps the parent(s) in charge and responsible for the family.

The PAFC Referring Worker shall be consulted during all steps and approval of the process. If the KRP team, PAFC Referring Worker, and the family are not successful in finding appropriate short-term alternative placement resources within the family's social network, the Service Provider must have access to such placements for emergency purposes, for up to a maximum of five (5) days. At the same time, the KRP team shall work with the family to make the home environment safe for the child(ren) to be returned as soon as possible.

If the home environment continues to put the child(ren) at risk of abuse or neglect after the maximum of five (5) days, and relative placements are considered a second time, consultation should occur with WMPC manager and PAFC referring staff to determine if a petition for temporary placement in foster care is necessary. A written plan to provide this service shall be submitted annually (or as changes occur) to WMPC for approval.

- a. The Service Provider shall attempt/complete follow-up evaluations with each family serviced at six (6) and twelve (12) months following closure of the case. The Service Provider shall use the Follow-up Attempt form and the Case Note to document each attempt to reach the family and the child placement status during the follow-up period.
- b. WMPC Referrals:  
Re-referrals to the Kent Reunification Program shall be accepted if children have been removed from the home again and a plan and court order exists for the children to be unified. Exceptions may only be approved by WMPC.
- c. Kent Reunification Utilization Rate:

The Service Provider shall evidence a utilization rate of 80% annually and through the life of the contract.

**B. Program Manager Shall:**

- i. Provide backup for staff, if the Supervisor is not available or is serving a case.
- ii. Attending meetings held by WMPC.
- iii. Read the minimum of two (2) cases per contract year, per KRP Therapist and Family Worker.

**C. Supervisor shall:**

- i. Accept program referrals.
- ii. Attend meetings held by WMPC.
- iii. Provide backup for staff.
- iv. Oversee program operations related to the family's entry and participation in the program.
- v. Provide weekly, face-to-face individual supervision to the Team Leader and Family Workers, assisting them in coordinating their activities toward family goal achievement.
- vi. Facilitate weekly team meetings. Each case must be staffed in team each week.
- vii. Accompany staff on home visits as needed.
- viii. Orient and train new Team Leaders and Family Workers.
- ix. Build a cohesive team and maintain positive staff morale and staff retention.
- x. Manage staff work schedules, ensuring adequate back-up coverage and 24/7 availability.
- xi. Monitor to assure the completion of case documentation and follow-up evaluations, reviewing all completed evaluations.
- xii. Collect data with regards to the patter of referrals and re-referrals, case withdrawals, number of families serviced, and the program's out-of-home placement rates.
- xiii. Provide reports as required by WMPC.
- xiv. Review a minimum of four (4) cases per year, per Therapist and Family Worker utilizing the KRP case review form.

**D. Kent Reunification Therapist**

- i. Provide over all family assessment, based on the Arizona Self Sufficiency Matrix, and plan coordination of services.
- ii. Provide Professional therapeutic intervention sessions, specific to the family needs. Required length of time for these services will be determined at time of final contract negotiations.
- iii. Integrating trauma screening for all children in the family as indicated and refer family to appropriate services.
- iv. Provide court reporting/testimony.
- v. Develop treatment plan, goals and activities, in coordination with Family Worker and family.
- vi. Conduct all therapeutic intervention sessions.

**E. Family Worker Shall:**

- i. Support implementation of treatment plan, goals, and activities.
- ii. Engage in support activities, assisting the family in goal achievement as it relates to the therapeutic intervention sessions and/or treatment plan, specific to the family needs. Required length of time for these services will be determined at time of final contract

negotiations.

- iii. Provide court reporting/testimony in lieu of or with the Team Leader.
- iv. Take the initiative to communicate on action steps toward goal achievement with the Team Leader, based on information obtained from sessions with the family.

**F. Kent Reunification Therapist and Family Worker Will:**

- i. Be responsible for working collaboratively as a team by mutually engaging in activities with the family, related to the goals agreed to by the family, assisting toward goal achievement with the treatment plan as described in the Initial Service Plan.
- ii. Work collaboratively with all other service providers involved with the family to assist the family toward goal achievement.
- iii. Document the use of solution-focused interviewing techniques and positive, empowering, strength-based language in communications with the family and each other.
- iv. Unite to clean, paint, relocate, or assist a family in any means necessary to assist the family.
- v. Teach skills to family members, as needed, throughout the KRP intervention (i.e.: develop chore charts, daily routine plans, and strategies of family activities).
- vi. Teach and model and document Infant Safe Sleep teaching and practices for all caregivers with an infant aged less than one (1) year.
- vii. Ensure by documentation that an Early On referral has been made for all families with a child aged less than three (3) years.
- viii. Support family by providing transportation, resources, and community linkages for therapeutic, concrete, or family needs and outcomes of assessments and screens.

**5. Volume of Services**

**A. Clients:**

The estimated number of eligible clients to be served during the period of this Agreement shall be: 45-54 cases per contract year.

**B. Unit Definition:**

One unit equals one hour of Service Provider's time providing reunification services.

## BILLING AND PAYMENT

### 1. **Billing**

The Service Provider shall submit a monthly Electronic Payment request to WMPC within 30 days from the end of monthly billing period. For the month of September, billings shall be submitted as reasonably directed by the contract administrator to meet fiscal year end closing deadlines. In no event shall WMPC make a payment to the Service Provider for billings submitted more than 90 days after the end of a billing period. Payments shall be sent to the Service Provider's legal address on page one of this Agreement or by ACH. If a different payment mailing address is required, the Service Provider shall send a request via email to the WMPC Accounting Team at [accounting@wmpc.care](mailto:accounting@wmpc.care).

For travel costs (including mileage, meals, and lodging) incurred related to services provided under this Agreement, the Service Provider may bill WMPC the premium state rate, or Service Provider's usual reimbursement rate for employees, whichever is less. State of Michigan travel rates may be found at the following website: [http://www.michigan.gov/dmb/0,1607,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html)

The Service Provider cannot charge WMPC more for a provision of service than is charged to other entities for whom the Service Provider provides services.

Costs incurred outside of the term of this Agreement shall not be eligible for reimbursement. The unit rate(s) established in this Agreement shall remain fixed for the initial term of the Agreement.

### 2. **Payment**

The Service Provider shall bill WMPC based on unit costs defined in the final contract.

### 3. **Mileage**

WMPC shall reimburse the Service Provider for Transportation Specific Assistance for Fiscal Year 2021.

For mileage incurred related to services provided under this Agreement, the Service Provider may bill WMPC the premium state rate, or Service Provider's usual reimbursement rate for employees, whichever is less. State of Michigan travel rates may be found at the following website: [http://www.michigan.gov/dmb/0,1607,7-150-9141\\_13132---,00.html](http://www.michigan.gov/dmb/0,1607,7-150-9141_13132---,00.html)

The point of origin for mileage shall be the Service Provider's home or normal place of business, whichever is closer to the location of the scheduled client appointment. The Service Provider may bill for mileage incurred by the Service Provider driving to/from a scheduled client appointment. The Service Provider may not bill for mileage incurred by the Service Provider driving to/from their home or to/from the WMPC's office.

WMPC shall reimburse the Service Provider for mileage incurred by the Service Provider for:

- Providing transportation to a referred client
- Driving to or from a referred client's home
- Driving to or from a court hearing, at the request of the PAFC case manager
- Driving to or from sites other than the client's home for purpose of advocacy on behalf of the client.



4. **Fiscal Audit Requirements**

This Agreement constitutes a vendor relationship with WMPC. No audit is required under this Agreement by WMPC. No audit costs are allowed to be billed to this Agreement. In the event the Service Provider elects to have a financial audit performed, the submission of the audit report to WMPC is not required nor desired unless there is a finding of a Going Concern.

The Service Provider must immediately report to the WMPC Bureau of Audit, Reimbursement and Quality Assurance accounting irregularities including noncompliance with provisions of this Agreement.

5. **Fiscal Requirements**

The Service Provider shall install and maintain an accounting system to identify and support all expenditures billed to WMPC under this Agreement. The accounting system must record all income and expenses for the Service Provider's total program of which series provided under this agreement are part. The accounting system, at a minimum, shall consist of a chart of accounts, cash receipts journal, cash disbursements journal, and general ledger. All expenditures and income must be supported by vouchers and receipts that detail the reason for the transaction.

The Service Provider shall maintain, within the accounting the system, salary and fringe benefits accounts that break out the positions, hospitalization, retirement, workmen's compensation and other fringe benefits. The Service Provider shall maintain payroll records to support amounts billed to WMPC in accordance with the federal timekeeping requirements described in the OMB Uniform Guidance, or as codified in the Code of Federal Regulations.

## PROGRAM PERFORMANCE GOALS AND REPORTING

### 1. Expected Contract Performance Outcomes

During the Agreement, the Service Provider shall demonstrate measurable progress toward the achievement of the outcomes listed below:

- A. Using a relevant standardized tool to measure change, eighty percent (80%) of families who score low at the start of the program will improve their functioning by program closure.
- B. Using a relevant standardized tool to measure change, ninety-five percent (95%) of families with a sufficient score at the start of the program will maintain or increase their functioning by program closure.
- C. Eighty-five percent (85%) of the families serviced shall successfully complete services.
- D. Seventy-five percent (75%) of the families served shall not have any Category I, II, II, preponderance of evidence Protection Services for a twelve (12) month period following placement of the child(ren) in the family home.
- E. Seventy percent (70%) of the families served shall not have a child(ren) removed from the family home and placed in out-of-home care for a twelve (12) month period following placement in the family home.

### 2. Reporting Requirements

- A. The Service Provider shall participate in regularly scheduled meetings scheduled by WMPC to discuss process and programmatic issues.
- B. The Service Provider shall submit monthly reports to WMPC regarding the status of cases.
- C. The Service Provider shall submit documentation of all face-to-face contacts with children, parents, and foster parents/relative caregivers to the PAFC worker by the third business day of every month.

### 3. Performance Evaluation and Monitoring

The services provided by the Service Provider under this Agreement shall be evaluated and assessed at least annually by WMPC on the basis of the criteria outlined above.

WMPC shall perform contract monitoring through activities such as:

- A. Auditing expenditure reports.
- B. Conducting on-site monitoring.
- C. Reviewing and analyzing reports.

### 4. Service Documentation

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

The Service Provider shall be responsible for developing an on-site Management Information system, which measures performance objectives and provides quarterly and annual progress reports to WMPC throughout the period of this Agreement.

**5. Client Records**

The Service Provider shall maintain program records, program statistics, and documentation of services provided to each family through utilization of required WMPC forms. For each eligible family under this Agreement, the Service Provider shall maintain case records consisting of, but not be limited to:

- A. Client referral sheet, which certifies eligibility.
- B. Date and time of the initial contact and last contact (termination date) with family.
- C. The family's strengths and presenting problem(s).
- D. Behaviorally specific and goal-directed treatment plan and interventions, addressing the family's problems, needs, and immediate objectives.
- E. Family's response to and role in developing the treatment plan.
- F. Ongoing progress notes for each family engaged in treatment, detailing the number of hours spent with a family, and the specific interventions used in working with an identified problem area, thereby documenting a successful or non-successful completion of treatment goals.

## CREDENTIALING AND TRAINING

The Service Provider shall assure that appropriately credentialed or trained staff, including Service Provider employees and/or subcontractors, shall perform functions under this Agreement.

Staffing will consist of a Program Manager, Supervisor, Therapist and Family workers. The number of employees will be determined at time of final negotiations. It is not acceptable for a staff person to fill two (2) positions within the Agreement. For example, the Program Manager and Supervisor cannot be the same staff person.

The Service Provider shall provide enough staff to adequately fulfill the terms of this Agreement and demonstrate a good faith effort to recruit and employ staff, reflecting the racial, ethnic, and cultural composition of the Service Provider's client population.

### 1. Staffing Qualification

A. The **Program Manager** shall possess the following qualifications:

- i. A Master's degree in the field of human services, preferably in social work. Administrative and clinical work experience is required.

B. The **Supervisor** shall possess the following qualifications:

- i. A Master's degree in the field of human services, preferably in social work. Administrative and clinical work experience is required.
- ii. Shall have demonstrated experience in, or potential for, providing supervision to workers providing in-home services. Knowledge of child welfare policies and programs, family therapy theories, treatment philosophies and strategies of home-based services, as well as knowledge and availability of local resources is necessary. An understanding of and commitment to the KRP model is essential. Supervisors must have capacity for overseeing program operations related to the family's entry into and participation in the program.
- iii. The ability to collaborate with WMPC, local MDHHS staff, the courts, and other service providers on behalf of the family is essential.
- iv. Supervisors must have the potential for flexibility in their work schedule and be available to both KRP and referring staff during non-traditional hours is required.
- v. Work experience consisting of work with children and families with many needs and the overall ability to relate to and engage with these families is vital. An understanding of the FRP philosophy and intervention strategies is essential.

C. The **Therapist** shall possess the following qualifications:

- i. A Master's degree in the field of human services, preferably in social work, with a minimum of one (1) year of in-home, clinical work experience in a child welfare program.
- ii. Work experience consisting of work with children and families with multi-problems and the overall ability to relate to and engage with these families is vital. An understanding of the FRP philosophy and intervention strategies is essential.
- iii. The potential for flexibility in their work schedule is necessary and their availability to families during non-traditional hours is required.

D. The **Family Worker** shall possess the following qualifications:

- i. A Bachelor's degree in the field of human services, including education. Work experience within the field, working with children and families with multi-problem

issues and the overall ability to relate to and engage with these families is vital. An understanding of the FRP philosophy and intervention strategies is essential. Potential for flexibility in their work schedule is necessary and their availability to families during non-traditional hours is required.

- E. **All Staff** shall possess the following qualifications:
- i. A non-judgmental positive attitude toward families in crisis.
  - ii. Training, education, and experience in human services.
  - iii. Experience working in home-based programs.
  - iv. Sensitivity to other cultures and ethnicities.
  - v. Knowledge and skills in substance abuse.
  - vi. Ability to engage with, and relate to, families with multi-problems.
  - vii. Skills in crisis intervention, assessment of potentially violent situations, and short-term goal setting.
  - viii. Knowledge of treatment philosophies and strategies of home-based services, including strength-based solution-focused approaches.
  - ix. Knowledge of community resources.
  - x. Flexibility in scheduling work that allows for extensive client access to staff.
  - xi. Degrees other than those within the human services field, for any position who may work directly with families, must be approved by WMPC.

## 2. **Training**

Participation and completion are required in initial and ongoing training. The number of mandatory training hours will be decided upon during final contract negotiations.

The Service Provider shall submit annually (or as changes occur), in writing, to WMPC, a plan outlining how to ensure staff will meet availability requirements of their position for those staff that have educational commitments or supplemental employment.

## 3. **Criminal Background Check**

As a condition of this Agreement, the Service Provider shall conduct or cause to conduct, prior to any individual performing work under this Agreement, the following checks for each new employee, Service Provider, Service Provider employee, or volunteer who directly works with clients, has access to client information, or works with children:

- A. An Internet Criminal History Access Tool (ICHAT) check and a National and State Sex Offender Registry check.  
Information about ICHAT can be found at <http://apps.michigan.gov/ichat>  
The Michigan Public Sex Offender Registry web address is [https://www.michigan.gov/msp/0,4643,7-123-1878\\_24961---,00.html](https://www.michigan.gov/msp/0,4643,7-123-1878_24961---,00.html)  
The National Sex Offender Public Website address is <http://www.nsopw.gov>.
- B. An employment history check.  
For each new employee, Service Provider, Service Provider employee, or volunteer that works with children, Service Provider shall also conduct or cause to conduct, the following check:
- C. A Central Registry (CR) check.  
Information about CR can be found at: [https://www.michigan.gov/mdhhs/0,5885,7-339-73971\\_7119\\_50648\\_48330-159490--,00.html](https://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-159490--,00.html)

The Service Provider shall require each employee, Service Provider, Service Provider employee, or volunteer who works directly with clients or who has access to client information, under this Agreement to notify the Service Provider within one (1) business day in writing of criminal convictions (felony or misdemeanor) and/or pending felony charges or placement on the CR as a perpetrator.

Additionally, the Service Provider shall require each new employee, Service Provider, or volunteer who works directly with clients under this Agreement 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.

The Service Provider further certifies that the Service Provider shall not submit claims for or assign duties under this Agreement to any employee, Service Provider, Service Provider employee, or volunteer for whom Service Provider has found a positive ICHAT, a CR response, a reported criminal felony conviction, and/or a perpetrator identification, any of which make the individual ineligible to provide services.

The Service Provider must have a written policy consistent with Mich. Admin Code R400.12212 (e) through (h) describing the criteria on which its determinations shall be made and must document the basis for each determination. The Service Provider may consider the recency and type of crime when making a determination. Failure to comply with this provision may be cause for immediate cancellation of this Agreement. In addition, the Service Provider must further have a clearly defined written policy regarding acceptable screening practices of new staff members and volunteers who have direct access to clients and/or clients' personal information, which serve to protect the organization and its clients. The Service Provider must also assure that any Service Providers have both of these written policies.

If WMPC determines that an individual provided services under this Agreement for any period prior to completion of the required checks as described above, WMPC, in addition to any other remedies, may require repayment of that individual's salary, fringe benefits, and all related cost of employment for the period that the required checks had not been completed.

## CONTRACT COMPLIANCE

### 1. Responsibilities – Service Provider

The Service Provider in accordance with the general purposes and objectives of this Agreement shall:

#### A. Publication Rights

- i. Service Provider must obtain prior written authorization from WMPC before publishing any material that specifically references WMPC or that WMPC developed, in whole or in part, or copyrighted.
- ii. Service Provider shall not make any media releases related to this Agreement or work performed under it without prior written authorization from WMPC.

#### B. Intellectual Property Rights

- i. WMPC has full ownership, possession, and control over all intellectual property, inventions, and written or electronically created materials, including manuals, presentations, films, or other copyrightable materials, arising from or relating to any business WMPC conducts, regardless of whether or not it arises from or relates to work performed by Service Provider under this Agreement.

#### C. Fees and Other Sources of Funding

- i. Service Provider guarantees that any claims made to WMPC under this Agreement shall not be financed by any source other than WMPC under the terms of this Agreement. If funding is received through any other source, the Service Provider agrees to deduct from the amount billed to WMPC the greater of either the funding amount received, or the actual costs of the services provided.
- ii. Service Provider may not accept reimbursement from a client unless the Agreement specifically authorizes such reimbursement in the "Service Provider Responsibility" Section. In such case, a detailed fee scale and criteria for charging the fee must be included. If the Service Provider accepts reimbursement from a client in accordance with the terms of the Agreement, the Service Provider shall deduct these fees from billings to WMPC.
- iii. 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 WMPC may be billed for the amount of the co-pay. No supplemental billing is allowed.

#### D. Recoupment of Funding

Service Provider shall comply with WMPC's recoupment of funding policy.

#### E. Program Operation

Service Provider shall provide the necessary administrative, professional, and technical staff for operation of the activities described in this Agreement, and obtain and maintain all necessary licenses, permits, or other authorizations necessary for the performance of this Agreement.

F. Record Maintenance/Retention

Service Provider shall maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. Service Provider shall assure that all terms of the Agreement are appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this Agreement are maintained for a period of not less than three years from the date of termination, the date of the submission of the final expenditure report or until litigation and audit findings have been resolved. This Section applies to Service Provider, any parent, affiliate, or subsidiary organization of Service Provider, and any subcontractor that performs Agreement activities in connection with this Agreement. Upon demand, at no additional cost to WMPC, Service Provider shall facilitate the duplication and transfer of any records or documents during the required retention period.

G. Authorized Access

- i. Service Provider shall permit within 10 calendar days of receiving notification, and at reasonable times, access by authorized representatives of WMPC, MDHHS, Federal Grantor Agency, Inspectors General, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to the Agreement, to the extent authorized by applicable state or federal law, rule or regulation.
- ii. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
- iii. Service Provider must cooperate and provide reasonable assistance to authorized representatives of WMPC, MDHHS, and others when those individuals have access to Service Provider's records.

H. Notification of Modifications

Service Provider shall provide timely notification to WMPC, in writing, of any action by its governing board or any other funding source that would require or result in significant modification in the provision of services, funding, or compliance with operational procedures.

I. Human Subjects

Service Provider shall comply with Protection of Human Subjects Act, 45 CFR, Part 46. The Service Provider agrees that prior to the initiation of the research, the Service Provider will submit Institutional Review Board (IRB) application material for all research involving human subjects, which is conducted in programs sponsored by the MDHHS, WMPC, or in programs which receive funding from or through the state of Michigan, to the MDHHS's IRB for review and approval, or the IRB application and approval materials for acceptance of the review of another IRB. All such research must be approved by a federally assured IRB, but the MDHHS's IRB can only accept the review and approval of another institution's IRB under a formally-approved IRB Authorization Agreement. The manner of the review will be agreed upon between the MDHHS's IRB Signatory Official and the Service Provider's IRB Signatory Official. Service Provider must provide a copy of any application to MDHHS



or other state agency under this provision pertaining to programs funded in whole or in part by WMPC.

J. Mandatory Disclosures

- i. Service Provider shall provide notice to WMPC in writing within 14 days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Service Provider, a subcontractor, or an officer or director of Service Provider or subcontract, or that arises during the terms of this Agreement including:
  - a. All violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement;
  - b. A criminal Proceeding
  - c. A parole or probation Proceeding;
  - d. A Proceeding under the Sarbanes-Oxley Act;
  - e. A civil Proceeding involving:
    1. A claim that might reasonably be expected to adversely affect Service Provider's viability or financial stability; or
    2. A governmental or public entity's claim or written allegation of fraud; or
  - f. A Proceeding involving any license that Service Provider is required to possess in order to perform under this Agreement
- ii. Notify the WMPC, at least 90 calendar days before the effective date, of a change in Service Provider's ownership or executive management.

K. Conflict of Interest and Code of Conduct Standards

Service Provider is subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and Title 2 Code of Federal Regulations, Section 200.318 (c) (1) and (2). Accordingly, Service Provider and any subcontractor of Service Provider that performs activities in connection with this Agreement must uphold high ethical standards and is prohibited from:

- i. Holding or acquiring an interest that would conflict with this Agreement;
- ii. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
- iii. Attempting to influence or appearing to influence any state employee by the directly or indirectly offering of anything of value; or
- iv. Paying or agreeing to pay any person, other than employees and consultants working for Service Provider, any consideration contingent upon the award of this Agreement.

Service Provider must immediately notify WMPC of any violation or potential violation of these standards.

L. Federal Funding Accountability and Transparency Act (FFATA)

- i. Service Provider shall complete a FFATA Executive Compensation report if:
  - a. Service Provider's federal revenue was 80% or more of Service Provider's annual gross revenue;

- b. Service Provider's gross revenue from federal awards was \$25,000,000 or more; and
- c. The public does not have access to the information about executive officers compensation through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.

M. Insurance Requirements

- i. Service Provider must maintain a minimum of the insurances or governmental self-insurances listed below and is responsible for all deductibles. All required insurance or self-insurance must:
  - a. Protect the State of Michigan and WMPC from claims that may arise out of, are alleged to arise out of, or result from the Service Provider's performance;
  - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by WMPC or the State; and
  - c. Be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.
- ii. Service Provider must maintain the following insurance types:
  - a. Commercial General Liability Insurance.
  - b. Workers' Compensation Insurance: Coverage according to applicable laws governing work activities. Waiver of subrogation, except where waiver is prohibited by law.
  - c. Employers Liability Insurance.
  - d. All policies must be endorsed to add "the State of Michigan, WMPC, their departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds.
- iii. Service Provider agrees that any employee, agent, independent contractor, volunteer, or student who transports clients and/or their family members will have a current, valid driver's license appropriate for the vehicles driven and work performed. Service Provider shall have automobile insurance for all vehicles the Service Provider owns or leases. If an employee, agent, independent contractor, volunteer, or student is using his or her own private vehicle or a third-party's vehicle to transport clients and/or their family members, he or she must have personal automobile liability insurance. All applicable automobile insurance policies for Service Provider shall have a liability limit of not less than One Million\_ and 00/100 Dollars (\$1,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the annual aggregate.
- iv. These insurance requirements are not intended to and are not to be construed in any manner as waiving, restricting, or limiting the liability of the Service Provider from any obligations under this Agreement.
- v. Service Provider must promptly notify WMPC of any knowledge regarding an occurrence which may result in a claim against WMPC or Service Provider. The

parties must cooperate with each other regarding such claim.

2. Statutory Requirements

The following assurances are hereby given to WMPC:

A. Compliance with Applicable Laws

Service Provider will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of the Agreement. Service Provider will also comply with all applicable general administrative requirements, such as Title 2 Code of Federal Regulations (CFR) covering cost principles, grant/agreement principles, and audits, in carrying out the terms of this Agreement. Service Provider will comply with all applicable requirements in the original grant awarded to MDHHS if the Service Provider is a subgrantee. If Service Provider is providing services under this Agreement outside the State of Michigan and its services under this Agreement are otherwise subject to licensure or regulation under the laws of a jurisdiction other than Michigan, Service Provider shall nonetheless comply with Michigan law when and to the extent there is no conflict applicable between Michigan law and the law of the other state regulating or licensing the services. If WMPC determines that Service Provider has not complied with applicable federal or state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement, WMPC may then terminate this Agreement.

B. Anti-Lobbying Act

Service Provider will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the FY 1997 Omnibus Consolidated Appropriations Act (Public Law 104-208).

C. Non-Discrimination

- i. Service Provider agrees not to discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions, or privileges of employment, programs, and services provided or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or to receive services. The Service Provider must comply with the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and any breach thereof may be regarded as a material breach of this Agreement.
- ii. Service Provider will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
  - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin;
  - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;

- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disabilities;
  - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
  - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92- 255), as amended, relating to nondiscrimination on the basis of drug abuse;
  - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
  - g. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
  - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
  - i. The requirements of any other nondiscrimination statute(s) which may apply to the services provided under this Agreement.
- iii. Service Provider shall comply with the MDHHS non-discrimination statement: MDHHS will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identity or expression, sexual orientation, political beliefs, or disability. The above statement applies 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.
- a. Under MCL 710.23g, MCL 722.124e, MCL 722.124f, and MCL 722.127, Service Provider has the sole discretion to decide whether to perform or engage in services related to a referral from WMPC that would conflict with the Service Provider’s sincerely held religious beliefs. Nothing in this Agreement limits or expands the application of these statutory sections.
- iv. Service Provider is prohibited from engaging in any discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities. Any such discrimination is a material breach of this Agreement.
- v. Additionally, Service Provider shall ensure that proactive efforts will be made to identify and encourage the participation of minority owned and women-owned businesses, and businesses owned by persons with disabilities in contract solicitations. Service Provider shall incorporate language in all contracts awarded: (1) prohibiting discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) making discrimination a material breach of contract.
- D. Debarment and Suspension  
Service Provider will comply with Federal Regulation, 2 CFR part 180 and certifies to the best of its knowledge and belief that it, its employees and its subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
  - ii. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated under this Agreement; and
  - iv. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- E. Federal Requirement: Pro-Children Act
- i. Service Provider will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6091 et seq., which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 19, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
  - ii. Service Provider also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of Service Provider. If activities or services are delivered in facilities or areas that are not under the control of Service Provider (e.g. a mall, restaurant, or private work site), the activities or services shall be smoke-free.
- F. National Defense Authorization Act Employee Whistleblower Protections
- Service Provider will comply with the National Defense Authorization Act "Pilot Program for Enhancement of Grantee Employee Whistleblower Protections".

- i. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2012 and FAR 3.908.
  - ii. Service Provider shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  - iii. Service Provider shall insert the substance of this clause, including this paragraph (iii), in all subcontracts over the simplified acquisition threshold.
- G. Clean Air Act and Federal Water Pollution Control Act

Service Provider will comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.

  - i. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders, or regulations issued pursuant to these Acts. Violations must be reported to WMPC.
- H. Subcontracting

Service Provider may not delegate any of its obligations or subcontract under this Agreement without the prior written approval of WMPC. Service Provider must notify WMPC prior to the proposed delegation, and provide WMPC any information it requests to determine whether the delegation is in its best interest. If approved, Service Provider must:

  - i. Be the sole point of contact regarding all contractual matters, including payment and charges for all Agreement activities;
  - ii. Make all payments to the subcontractor; and
  - iii. Incorporate the terms and conditions contained in this Agreement in any subcontract with a subcontractor. Service Provider remains responsible for the completion of the Agreement Activities, compliance with the terms of this Agreement, and the acts and omissions of the subcontractor.
- I. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to services and activities of the Service Provider under this Agreement:

  - i. Service Provider must operate in compliance with requirements of HIPAA as applicable.
  - ii. Service Provider must not share any protected health information provided by WMPC or MDHHS that is covered by HIPAA except as permitted or required by applicable law and as appropriate under the Grant Agreement and this Agreement.
  - iii. Service Provider must only use the protected health data and information for the purposes of this Agreement.
  - iv. Service Provider must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state

requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Service Provider's employees.

- v. Service Provider must have a policy and procedure to immediately report to WMPC and MDHHS any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which the Service Provider becomes aware. Service Provider will work with WMPC and MDHHS to mitigate the breach, and will provide assurances to WMPC and MDHHS of corrective actions to prevent further unauthorized uses or disclosures. WMPC and MDHHS may demand specific corrective actions and assurances and Service Provider must provide the same to WMPC and MDHHS.
- vi. Failure to comply with any of these contractual requirements may result in the termination of this Agreement.
- vii. In accordance with HIPAA requirements, Service Provider is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation WMPC's and MDHHS's costs in responding to a breach, received by Service Provider from WMPC and MDHHS or any other source.
- viii. Service Provider will enter into a business associate agreement with its business associates to the extent required by HIPAA or if MDHHS determines such an Agreement is required under HIPAA.

J. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

K. Non-Disclosure of Confidential Information

- i. Service Provider agrees that it will use Confidential Information solely for the purpose of this Agreement. Service Provider agrees to hold all Confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purpose whatsoever other than the performance of this Agreement. Service Provider must take all reasonable precautions to safeguard the Confidential Information. These precautions must be at least as great as the precautions Service Provider takes to protect its own confidential or proprietary information.
- ii. For the purpose of this Agreement, the term "Confidential Information" means all information and documentation of a party that:
  - a. Has been marked "confidential" or with words or similar meaning, at the time of disclosure by such party;
  - b. If disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party

- and marked “confidential” or with words of similar meaning;
  - c. Should reasonably be recognized as confidential information of the disclosing party;
  - d. Is unpublished or not available to the general public; or
  - e. Is designated by law as confidential.
- iii. The term “Confidential Information” does not include any information or documentation that was:
  - a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
  - b. Already in the possession of the receiving party without an obligation of confidentiality;
  - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
  - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
  - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving party).
- iv. Service Provider must notify WMPC within one (1) business day after discovering any unauthorized use or disclosure of Confidential Information. Service Provider shall at its own cost provide notice to affected parties as soon as possible, but no later than fourteen (14) calendar days following the determination of any potential breach of personal or Confidential Information. Service Provider shall require the same notification requirements of all subcontractors. Service Provider shall cooperate with WMPC in every way possible to assist the Service Provider in regaining possession of the Confidential Information and prevent further unauthorized use or disclosure.

### 3. Agreement Termination

#### A. Notice and Right to Cure

If the Service Provider breaches this Agreement, and WMPC, in its sole discretion, determines that the breach is curable, then WMPC must provide the Service Provider with written notice of the breach and a time period (not less than 30 days) to cure the breach. The notice of breach and opportunity to cure is inapplicable for successive or repeated breaches or if WMPC determines, in its sole discretion, that the breach poses a serious and imminent threat to the health and safety of any person or the imminent loss, damage, or destruction of any real or tangible personal property.

#### B. Termination for Cause

WMPC may terminate this Agreement, for cause, by notifying the Service Provider in writing, if the Service Provider (a) breaches any of its material duties or obligations under this Agreement, or (b) fails to cure a breach within the time period specified in the written



notice of breach provided by WMPC.

If this Agreement is terminated for cause, the Service Provider must pay all costs incurred by WMPC in terminating this Agreement, including but not limited to, state administrative costs, reasonable attorneys' fees and court costs, and any reasonable additional costs WMPC may incur to procure the services/deliverables required by this Agreement from other sources

C. Termination of Convenience

WMPC may terminate this Agreement for its convenience, in whole or part, if WMPC determines that a termination is in WMPC's best interest. Reasons for the termination must be left to the sole discretion of WMPC and may include, but not necessarily be limited to (a) WMPC no longer needs the services or products specified in this Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the services no longer practical or feasible, (c) unacceptable prices for additional services or new work requested by WMPC, or (d) falsification or misrepresentation, by inclusion or non-inclusion, of information material to a response to any RFP issued by WMPC. WMPC may terminate this Agreement for its convenience, in whole or in part, by giving Service Provider written notice at least 30 days before the date of termination.

D. Termination for Non-Appropriation

- i. Service Provider acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation or availability of funds for this Agreement. If funds to enable WMPC to effect continued payment under this Agreement are not appropriated or otherwise made available, WMPC must terminate this Agreement and all affected statements of work, in whole or in part, at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Service Provider. WMPC must give Service Provider at least 30 days advance written notice of termination for non-appropriation or unavailability (or the time as is available if WMPC receives notice of the final decision less than 30 days before the funding cutoff).
- ii. If funding for this Agreement is reduced by law, or funds to pay Service Provider for the agreed-to level of the services or production of deliverables to be provided by Service Provider are not appropriated or otherwise unavailable, WMPC may, upon 30 days notice to Service Provider, reduce the level of the services or change the production of deliverables in the manner and for the periods of time as WMPC may elect. The charges payable under this Agreement will be equitably adjusted to reflect any equipment, services or commodities not provided by reason of the reduction.
- iii. If WMPC terminates this Agreement, eliminates certain deliverables, or reduces the

level of services to be provided by Service Provider under this section, WMPC will pay Service Provider for all work-in-process performed through the effective date of the termination or reduction in level, as the case may be and as determined by WMPC, to the extent funds are available.

E. Termination for Criminal Conviction

WMPC may terminate this Agreement immediately and without further liability or penalty in the event Service Provider, an officer of Service Provider, or an owner of a 25% or greater share of Service Provider is convicted of a criminal offense related to a state, public or private contract or subcontract.

F. Rights and Obligations upon Termination

- i. If WMPC terminates this Agreement for any reason, the Service Provider must stop all work as specified in the notice of termination, and take any action to mitigate and limit any potential damages, or requests for Service Provider adjustment or termination settlement costs, to the maximum practical extent, including terminating or limiting as otherwise applicable those subcontracts and outstanding orders for material and supplies resulting from the terminated Agreement
- ii. If WMPC terminates this Agreement before its expiration for its own convenience, WMPC must pay Service Provider for all charges due for services provided before the date of termination and, if applicable, as a separate item of payment under this Agreement, for work in process, on a percentage of completion basis at the level of completion determined by WMPC. All completed or partially completed deliverables prepared by Service Provider under this Agreement, at the option of WMPC, becomes WMPC's property, and Service Provider is entitled to receive equitable fair compensation for the deliverables. Regardless of the basis for the termination, WMPC is not obligated to pay, or otherwise compensate, Service Provider for any lost expected future profits, costs or expenses incurred with respect to services not actually performed for WMPC.
- iii. Upon a good faith termination, WMPC may assume, at its option, any subcontracts and agreements for services and deliverables provided under this Agreement and may further pursue completion of the services/deliverables under this Agreement by replacement contract or otherwise as WMPC may in its sole judgment deem expedient.

G. Reservation of Rights

Any termination of this Agreement or any statement of work issued under it by a party must be with full reservation of, and without prejudice to, any rights or

remedies otherwise available to the party with respect to any claims arising before or as a result of the termination.

H. Termination by the Service Provider

If WMPC breaches this Agreement, and the Service Provider in its sole discretion determines that the breach is curable, then the Service Provider will provide WMPC with written notice of the breach and a time period (not less than 30 days) to cure the breach. The notice of breach and opportunity to cure is inapplicable for successive and repeated breaches.

The Service Provider may terminate this Agreement if WMPC (a) materially breaches its obligation to pay the Service Provider undisputed amounts due and owing under the Agreement, (b) breaches its other obligations under the Agreement to an extent that makes it impossible or commercially impracticable for the Service Provider to perform the services, or (c) does not cure the breach within the time period specified in a written notice of breach. But the Service Provider must discharge its obligations under Section III. P. Disputes before it terminates the Agreement.

4. Stop Work Order

A. Stop Work Orders

- i. WMPC may suspend any or all activities under this Agreement at any time. WMPC will provide Service Provider with a written stop order detailing the suspension. Service Provider must comply with the stop work order upon receipt. WMPC will not pay for activities, Service Provider's lost profits, or any additional compensation during a stop work period

B. Cancellation or Expiration of Stop Work Orders

- i. If a stop work order issued under this section of the Agreement is canceled or the period of the stop work order or any extension thereof expires, the Service Provider shall resume work. The parties shall agree upon an equitable adjustment in the services to be delivered, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if: (a) the stop work order results in an increase in the time required for, or in the Service Provider's cost properly allocable to the performance of any part of this Agreement; and (b) the Service Provider asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage, provided that, if WMPC decides the facts justify the action, WMPC may receive and act upon a Service Provider proposal submitted at any time before final payment under the Agreement.

5. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within 30 days after the termination Service Provider shall provide WMPC with all financial, performance, and other reports required as a condition of this Agreement. Service Provider shall immediately refund WMPC any monies paid to Service Provider that Service Provider was not authorized to use and are not due and owing in excess of funds advanced.

6. Transition Activities

Continuity of service is critical when service under this Agreement ends and service commences under a new agreement. Accordingly, when service will continue through another provider upon the expiration or earlier termination of this Agreement, the Service Provider shall complete and cooperate in all actions necessary to smoothly transition service to the new provider. The Service Provider shall be required to support an orderly transition to the next provider no later than the expiration or earlier termination of this Agreement and shall submit a transition plan to WMPC for approval. Such activities will be without additional compensation and will include consultation on the resources needed to support transition, including identifying a transition manager and the reasonably necessary characteristics of transactions, data, and file transfer.

7. Severability

If any part of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, that part will be deemed deleted from this Agreement. The remaining Agreement will continue in full force and effect.

8. Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver.

9. Amendments

A. Federal or State Laws or Regulations

The Service Provider shall, upon request of WMPC and receipt of a proposed amendment, amend this Agreement, if and when required in the opinion of WMPC, due to the revision of federal or state laws or regulations. If the Service Provider refuses to sign such amendment within 15 days after receipt, this Agreement shall terminate upon such refusal. This Agreement may otherwise be amended only by the written consent of all the parties hereto.

B. Change Requests

i. WMPC reserves the right to request from time to time any changes to the requirements and specifications of this Agreement and the work to be performed by the Service Provider under this Agreement. During the course of ordinary business, it may become necessary for WMPC to discontinue certain business practices or create additional services/deliverables. At a minimum, to the extent applicable, WMPC will require the Service Provider to provide a detailed outline of all work to be done, including tasks necessary to accomplish the services/deliverables, timeframes, listing of key personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

- ii. If the Service Provider does not so notify WMPC, the Service Provider has no right to claim thereafter that it is entitled to additional compensation in accordance with this Agreement for performing that service or providing that deliverable.
- iii. By giving Service Provider written notice within a reasonable time, WMPC must be entitled to accept a Service Provider proposal for change, to reject it, or to reach another agreement with Service Provider. Should the parties agree on carrying out a change, a written amendment must be prepared and issued under this Agreement, describing the change and its effects on the services and any affected components of this Agreement.
- iv. No proposed change must be performed until the proposed change has been specified in a duly executed amendment issued by WMPC.
- v. If WMPC requests or directs the Service Provider to perform any activities that Service Provider believes constitute a change, the Service Provider must notify WMPC that it believes the requested activities are a change before beginning to work on the requested activities. If the Service Provider fails to notify WMPC before beginning to work on the requested activities, then the Service Provider waives any right to assert any claim for additional compensation or time for performing the requested activities. If the Service Provider commences performing work outside the scope of this Agreement and then ceases performing that work, the Service Provider must, at the request of WMPC, retract any out-of-scope work that would adversely affect this Agreement.

10. Liability

All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of the activities, such as direct service delivery, to be carried out by the Service Provider in the performance of this Agreement shall be the responsibility of the Service Provider, and not the responsibility of WMPC, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the Service Provider, any subcontractor, vendor, or anyone directly or indirectly employed by the Service Provider. WMPC is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.

11. General Indemnification

Service Provider agrees it will defend, indemnify, and hold harmless WMPC, officers, directors, employees, and agents, from and against, without limitation, any and all actions, claims, losses, liabilities, damages, costs, actual attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to:

- A. Any breach by Service Provider of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Agreement;
- B. Any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party;
- C. Any bodily injury, death, or damage to real or tangible personal property resulting wholly or in part from any action or inaction by Service Provider; and

D. Any acts or omissions of Service Provider.

For purposes of the preceding subparagraphs (A) through (D) of this Section, "Service Provider" includes any of Service Provider's employees, agents, subcontractors or any other person or entity acting under actual or apparent authority for Service Provider. WMPC will notify Service Provider in writing if indemnification is sought; however, failure to do so will not relieve Service Provider of its obligations hereunder except to the extent that Service Provider is materially prejudiced by the lack of or delay in receiving notice. Service Provider must, to the satisfaction of WMPC, demonstrate its financial ability to carry out these obligations.

With respect to any claim asserted against WMPC, WMPC is entitled to:

- i. Employ counsel of its selection; and
- ii. Retain control of the defense.

If WMPC deems necessary, Service Provider will not, without WMPC's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding in which a claim that is or may be subject to this indemnification has been raised or presented, whether directly or indirectly.

12. Applicable Laws, Jurisdiction, and Venue

This Agreement is made in and must be exclusively governed and construed by the laws of Michigan, excluding Michigan's choice-of-law principles. All claims related to or arising out of this Agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Service Provider and WMPC consent to the personal jurisdiction of and to venue in the state and federal courts located in the County of Kent, State of Michigan for any legal or equitable proceeding arising out of or in connection with this Agreement.

13. Closeout

When this Agreement is concluded or terminated, for any reason, the Service Provider shall provide WMPC, within 30 days of conclusion or termination, with all financial, performance and other reports required as a condition of this Agreement. WMPC shall within the limit of this Agreement reimburse the Service Provider for allowable costs not previously reimbursed. The Service Provider shall immediately refund to WMPC any payments or funds advanced to the Service Provider in excess of allowable reimbursable expenditures.