

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-212-558-4000
FACSIMILE: 1-212-558-3588
WWW.SULLCROM.COM

125 Broad Street
New York, New York 10004-2498

LOS ANGELES • PALO ALTO • WASHINGTON, D.C.

BRUSSELS • FRANKFURT • LONDON • PARIS

BEIJING • HONG KONG • TOKYO

MELBOURNE • SYDNEY

February 24, 2020

Via ECF

The Honorable Denise Page Hood,
United States District Court,
Eastern District of Michigan,
Theodore Levin U.S. Courthouse,
231 W. Lafayette Blvd., Room 701,
Detroit, MI 48226.

Re: *Catholic Charities v. Michigan Department of Health
and Human Services et al.*, No. 19-cv-11661

Dear Chief Judge Hood:

On behalf of Plaintiffs in *Dumont v. Gordon*, No. 17-cv-13080 (E.D. Mich.) ("*Dumont*"), I enclose a copy of the motion to reopen proceedings for purposes of enforcing the settlement agreement filed in *Dumont* today.

Sincerely,

Ann-Elizabeth Ostrager

Ann-Elizabeth Ostrager

cc: All counsel of record

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

KRISTY DUMONT; DANA DUMONT;
ERIN BUSK-SUTTON; and REBECCA
BUSK-SUTTON,

Plaintiffs,

v.

ROBERT GORDON, in his official
capacity as the Director of the Michigan
Department of Health and Human
Services; and JOOYEUN CHANG in her
official capacity as the Senior Deputy
Director of the Michigan Children's
Services Agency,

Defendants,

and

ST. VINCENT CATHOLIC
CHARITIES; MELISSA BUCK; CHAD
BUCK; and SHAMBER FLORE,

Intervenor Defendants.

No. 2:17-cv-13080-PDB-EAS

HON. PAUL D. BORMAN

MAG. ELIZABETH A. STAFFORD

**PLAINTIFFS' MOTION TO
REOPEN PROCEEDINGS FOR
PURPOSES OF ENFORCING
THE SETTLEMENT
AGREEMENT**

Plaintiffs Kristy and Dana Dumont and Erin and Rebecca Busk-Sutton respectfully move this Court to reopen proceedings in the above-captioned action (the "Action") to enforce the settlement agreement they entered into with Defendants Robert Gordon, in his official capacity as the Director of the Michigan Department

of Health and Human Services, and Jennifer Wrayno, in her official capacity as the then-Senior Deputy Director of the Michigan Children’s Services Agency,¹ (the “State Defendants”) on March 22, 2019 (the “Settlement Agreement”). For reasons explained in the accompanying memorandum of law, the State Defendants have stated that even though they are aware that a taxpayer-funded child placing agency (“CPA”) has stated that it will not place children with same-sex couples, State Defendants will not comply with their obligation under the Settlement Agreement to enforce the State’s non-discrimination requirement. *See* ECF No. 86 at PageID.1477 (“[U]nless otherwise directed by this Court, the Department will take no action while waiting for Chief Judge Hood to rule on the preliminary injunction motion.”). This is a clear violation of the Settlement Agreement.

Catholic Charities West Michigan (“CCWM”) has unequivocally stated that it will not place children with same-sex couples. This violates the non-discrimination provision in its contracts with the Michigan Department of Health and Human Services (“MDHHS”), which states in relevant part that, in providing services under contract with MDHHS, CPAs may not discriminate “against any individual or group because of . . . sexual orientation.” ECF No. 82, at

¹ Pursuant to Rule 25(d) of the Federal Rules of Civil Procedure, former Acting Children’s Services Agency Executive Director Jennifer Wrayno, who was named in her official capacity, has been substituted by Children’s Services Agency Executive Director Joo Yeun Chang.

PageID. 1447. Under the Settlement Agreement, the State Defendants agreed that “[t]he Department shall enforce the Non-Discrimination Provision or Similar Provision against a CPA that the Department determines is in violation of, or is unwilling to comply with, such provisions . . . , up to and including termination of the Contracts in accordance with the termination provisions therein.” *Id.* at PageID. 1445-1446. The State Defendants have renewed CCWM’s contracts and have stated that they will take “no action” to enforce the non-discrimination provision at this time. *See* ECF No. 86 at PageID.1477. In so doing, they materially breached the Settlement Agreement. Plaintiffs respectfully request that the Court reopen proceedings and summarily enforce the Settlement Agreement.

1. The Settlement Agreement meets the standard for summary enforcement. This Court “retain[ed] jurisdiction over the enforcement of the Settlement Agreement in the Action.” ECF No. 83, at PageID.1469. “[A]greement has been reached on all material terms.” *See Therma-Scan, Inc. v. Thermoscan, Inc.* 217 F.3d 414, 419 (6th Cir. 2000). And “no substantial dispute exists regarding the entry into and terms of [the] agreement.” *See RE/MAX Int’l, Inc. v. Realty One, Inc.*, 271 F.3d 633, 646 (6th Cir. 2001).

2. State Defendants have materially breached the Settlement Agreement. As State Defendants themselves have acknowledged, CCWM is unwilling to comply with the non-discrimination provision, but State Defendants will take no action to

enforce the non-discrimination provision. This violates the clear language of the Settlement Agreement.

3. Accordingly, the Court should order State Defendants to comply with the Settlement Agreement—namely, the Court should order the State Defendants to notify CCWM that its refusal to place children with same-sex couples when providing child-placing services under the contract with MDHHS violates the contract’s non-discrimination provision, and, “[i]n the event [the] CPA refuses to comply with the Non-Discrimination Provision . . . within a reasonable time after notification by the Department of a Contract Violation, . . . terminate the CPA’s Contracts.” *See* ECF No. 82, at PageID.1446.

4. In accordance with the Eastern District of Michigan’s Local Civil Rule 7.1(a), Plaintiffs have conferred with counsel for defendants via e-mail on February 24, 2020 and the State Defendants were unable to advise as to the State’s position within the time requested and the other defendants did not take a position.

5. Plaintiffs notified counsel for Catholic Charities of West Michigan of this motion on February 24, 2020 via e-mail.

Dated: February 24, 2020

Respectfully submitted,

s/ Ann-Elizabeth Ostrager

Jay Kaplan (P38197)
Daniel S. Korobkin (P72842)
American Civil Liberties Union
Fund of Michigan
2966 Woodward Avenue
Detroit, MI 48201
Telephone: (313) 578-6823
jkaplan@aclumich.org
dkorobkin@aclumich.org

Daniel Mach
American Civil Liberties Union
Foundation
915 15th Street NW
Washington, DC 20005
Telephone: (202) 675-2330
dmach@aclu.org

Leslie Cooper
American Civil Liberties Union
Foundation
125 Broad Street, 18th Floor
New York, NY 10004
Telephone: (212) 549-2633
lcooper@aclu.org

Garrard R. Beeney
Ann-Elizabeth Ostrager
Leila R. Siddiky
Jason W. Schnier
Hannah Lonky Fackler
James G. Mandilk
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, NY 10004-2498
Telephone: (212) 558-4000
beeneyg@sullcrom.com
ostragerae@sullcrom.com
siddikyl@sullcrom.com
schnierj@sullcrom.com
facklerh@sullcrom.com
mandilkj@sullcrom.com

Counsel for Plaintiffs

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

KRISTY DUMONT; DANA DUMONT;
ERIN BUSK-SUTTON; and REBECCA
BUSK-SUTTON,

Plaintiffs,

v.

ROBERT GORDON, in his official
capacity as the Director of the Michigan
Department of Health and Human
Services; and JOOYEUN CHANG in her
official capacity as the Senior Deputy
Director of the Michigan Children's
Services Agency,

Defendants,

and

ST. VINCENT CATHOLIC CHARITIES;
MELISSA BUCK; CHAD BUCK; and
SHAMBER FLORE,

Intervenor Defendants.

No. 2:17-cv-13080-PDB-EAS

HON. PAUL D. BORMAN

MAG. ELIZABETH A.
STAFFORD

**BRIEF IN SUPPORT OF
PLAINTIFFS' MOTION TO
REOPEN PROCEEDINGS TO
ENFORCE THE SETTLEMENT
AGREEMENT**

TABLE OF CONTENTS

	Page
PRELIMINARY STATEMENT	1
BACKGROUND	5
LEGAL STANDARD.....	10
ARGUMENT	11
I. THE SETTLEMENT AGREEMENT MEETS THE STANDARD FOR SUMMARY ENFORCEMENT.	11
A. This Court Properly Retained Jurisdiction over the Enforcement of the Settlement Agreement.....	12
B. It Is Undisputed That The Dumonts and State Defendants Reached Agreement on All Material Terms.	12
C. No Dispute Exists Regarding the Entry Into and Terms of the Agreement.	13
II. STATE DEFENDANTS ARE IN BREACH OF THE SETTLEMENT AGREEMENT.....	14
III. THIS COURT SHOULD ENJOIN THE STATE DEFENDANTS FROM CONTINUING TO VIOLATE THE SETTLEMENT AGREEMENT.....	14
CONCLUSION.....	16

TABLE OF AUTHORITIES

CASES

<i>Brock v. Scheuner Corp.</i> , 841 F.2d 151 (6th Cir. 1988)	11, 13, 15
<i>Cuyahoga Valley Ry Co. v. Monongahela Connecting R.R. Co.</i> , 515 F. App'x. 494 (6th Cir. 2013)	11
<i>Dumont v. Lyon</i> , 341 F. Supp. 3d 706 (E.D. Mich. 2018)	5
<i>Kokkonen v. Guardian Life Ins. Co. of Am.</i> , 511 U.S. 375 (1994).....	v, 10, 12
<i>Moore v. U.S. Postal Svc.</i> , 369 F. App'x 712 (6th Cir. 2010)	11, 12
<i>Plamondon v. Plamondon</i> , 583 N.W.2d 245 (Mich. Ct. App. 1998).....	11, 15
<i>RE/MAX Int'l, Inc. v. Realty One, Inc.</i> , 271 F.3d 633 (6th Cir. 2001)	<i>passim</i>
<i>Stenger v. Freeman</i> , 683 F. App'x 349 (6th Cir. 2017)	v, 10, 12
<i>Therma-Scan, Inc. v. Thermoscan, Inc.</i> 217 F.3d 414 (6th Cir. 2000)	10

CONCISE STATEMENT OF ISSUE PRESENTED

1. Whether, in light of the State Defendants' material breach, the Court should reopen the Action to summarily enforce the Settlement Agreement.

CONTROLLING OR MOST APPROPRIATE AUTHORITY

Kokkonen v. Guardian Life Ins. Co. of Am., 511 U.S. 375, 381 (1994) (“[I]f the parties’ obligation to comply with the terms of the settlement agreement [is] made part of the order of dismissal . . . [then] a breach of the agreement would be a violation of the order, and ancillary jurisdiction to enforce the agreement would therefore exist.”); *RE/MAX Int’l, Inc. v. Realty One, Inc.*, 271 F.3d, 633, 641 (6th Cir. 2001) (“[A] district court [has] the authority to dismiss pending claims while retaining jurisdiction over the future enforcement of a settlement agreement.”); *id.* at 645-46 (“[S]ummary enforcement of a settlement agreement has been deemed appropriate where no substantial dispute exists regarding the entry into and terms of an agreement.”); *id.* (“[N]o evidentiary hearing is required where an agreement is clear and unambiguous and no issue of fact is present.”); and *Stenger v. Freeman*, 683 F. App’x 349, 350 (6th Cir. 2017) (Clay, J., concurring) (“A district court may summarily enforce a settlement agreement if: (1) it has subject matter jurisdiction over the separate, breach of contract controversy surrounding the settlement agreement; (2) it determines that agreement has been reached on all material terms; and (3) the agreement is clear and unambiguous and no issue of fact is present. An evidentiary hearing is required where facts material to an agreement are disputed. Regardless of whether an evidentiary hearing is held, the court must enforce the

settlement as agreed to by the parties and is not permitted to alter the terms of the agreement.”) (internal quotation marks, citations, and alterations omitted).

PRELIMINARY STATEMENT

Plaintiffs Kristy and Dana Dumont and Erin and Rebecca Busk-Sutton brought this action against the State Defendants after state-contracted, taxpayer-funded child placing agencies (“CPAs”) discriminated against them based on their sexual orientation. Plaintiffs agreed to voluntarily dismiss their claims because the State Defendants promised that the Michigan Department of Health and Human Services (“MDHHS”) would enforce its contract requirement prohibiting CPAs from discriminating against prospective adoptive and foster families based on their sexual orientation. *See* Settlement Agreement, ECF No. 82.

In entering into the Settlement Agreement, the State Defendants obtained dismissal of the claims against them by committing that MDHHS would investigate allegations of discrimination by CPAs against prospective adoptive or foster parents and take action against CPAs where MDHHS determined that a contract violation had occurred or that a CPA was unwilling to comply with the non-discrimination provision, including up to contract termination if the agency refuses to comply.

The State Defendants’ promise to enforce the non-discrimination provision ensured that the State would comply with the Establishment and Equal Protection Clauses and provide Plaintiffs with the relief they were seeking—the ability to pursue fostering and adoption in the State’s public child welfare system

with the same CPA options available to them that are available to heterosexual couples. This Court dismissed this case with prejudice, pursuant to the terms of the Settlement Agreement, and retained jurisdiction over the enforcement of the Settlement Agreement. ECF No. 82.

Shortly after Plaintiffs' suit was dismissed, two of the State's CPAs (including one that had been granted the right to intervene in this case) filed suit against the State, claiming that enforcement of the Settlement Agreement would violate their constitutional (and, in one case, statutory) rights. *See Catholic Charities v. Michigan Department of Health and Human Services et al.*, No. 2:19-cv-11661-DPH-DRG (E.D. Mich) (Hood, J.), ECF Nos. 1-2, 1-3 (“CCWM”); *Buck v. Gordon*, 19-CV-00286 (W.D. Mich.) (Jonker, J.), ECF No. 1. Rather than proceeding in this Court which had familiarity with the issues and had presided over the resolution of Plaintiffs' claims, the two CPAs elected to bring their claims in two separate courts.

One of those CPAs is St. Vincent Catholic Charities (“STVCC”), an Intervenor Defendant in this Action. In 2017, when STVCC sought to intervene in this Action, STVCC recognized that “[State] Defendants may eventually want to settle this case with Plaintiffs.” ECF No. 18, at PageID.452. It told this Court that “the burden of settlement would fall on Proposed Intervenors. Were Proposed Intervenors unable to immediately appeal and protect their interest, the right to litigate their interest separately would be cold comfort” *Id.* This Court granted

the motion to intervene. But when STVCC's prediction of a settlement came true, STVCC did not object to, or appeal from, this Court's order dismissing the case pursuant to the Settlement Agreement. Instead, STVCC (and another CPA, Catholic Charities West Michigan ("CCWM")) did an end run around this Court, filing suits in different forums.

The Dumonts tried to intervene in both of these actions to protect the Settlement Agreement, but defendants in both cases objected. In STVCC's case, the Dumonts' motion was denied and the judge, without addressing the evidence the Dumonts had sought to submit, preliminarily enjoined the State from taking any adverse action against STVCC based on their noncompliance with the non-discrimination provision in the CPA contract. The Dumonts have appealed the trial court's refusal to allow them to intervene to attempt to protect the Settlement Agreement and assert their Constitutional rights.

In the CCWM case, the court has not yet ruled upon either the Dumonts' motion to intervene or CCWM's motion for a preliminary injunction. While the parties await rulings on those motions, the State has chosen to stop honoring the Settlement Agreement as it applies to CCWM.

The Plaintiffs have spent years fighting to vindicate their right to participate in Michigan's child welfare system free from discrimination. In the face of the State Defendants' breach, the Dumonts – having unsuccessfully attempted to

protect their rights in the cases the CPAs brought – have no option but to return and ask this Court for relief.²

The facts justifying summary enforcement are undisputed. In connection with the lawsuit it filed, CCWM stated unequivocally that it will *not* place children with same-sex couples, in direct violation of the non-discrimination provision in its contracts with MDHHS—the provision that the State Defendants, by entering the Settlement Agreement, committed to include and enforce against CPAs. Notwithstanding CCWM’s clear statement that it will continue to engage in discrimination, the State has taken no action to require CCWM to comply with the non-discrimination provision in its contract, and, in fact, in September 2019, renewed CCWM’s contract. The State Defendants have therefore breached the terms of the Settlement Agreement.

Reopening this Action to enforce the Settlement Agreement will allow the Plaintiffs to achieve the relief they thought they had bargained for and received in dismissing their claims. Because this Court properly retained jurisdiction over

² In their Notice filed before this Court the State Defendants claim they are unable to abide by the terms of the Settlement Agreement because of CCWM’s separate action before the Honorable Chief Judge Denise Page Hood. *See* ECF No. 86 at PageID.1477. But, unlike in the STVCC case, there have been no court orders or legal determinations that would bind the State Defendants or otherwise restrict the State Defendants from complying with the Settlement Agreement with respect to CCWM.

the Settlement Agreement which resolved Plaintiffs' claims, and because Defendants are now in breach of the Settlement Agreement, the Plaintiffs respectfully ask that the Court grant this motion to reopen proceedings to enforce the Settlement Agreement.

BACKGROUND

The Dumonts' Suit. In September 2017, after being subjected to discrimination by two CPAs, Plaintiffs initiated this Action by seeking relief under the Establishment and Equal Protection Clauses. On March 22, 2018, the Court granted St. Vincent Catholic Charities ("STVCC") leave to intervene. ECF No. 34. STVCC did not assert claims in the litigation but did, along with the State Defendants, move to dismiss the complaint, arguing that "prohibiting the State from allowing the use of religious criteria by [CPAs] hired to do the State's work would violate St. Vincent's Free Exercise or Free Speech rights." *Dumont v. Lyon*, 341 F. Supp. 3d 706, 740, 749 (E.D. Mich. 2018). The Court denied Defendants' motions, holding that the allegations of the complaint adequately alleged Establishment Clause and Equal Protection claims. *Id.* at 743. As to STVCC's Free Exercise and Free Speech arguments, the Court was "unconvinced that St. Vincent can prevail" on them. *Id.* at 749.

The Settlement Agreement. After substantial amounts of lay and expert discovery but before depositions and the briefing of summary judgment

motions, on March 22, 2019, Plaintiffs and the State Defendants entered into the Settlement Agreement to resolve Plaintiffs' claims. ECF No. 82. Pursuant to the Settlement Agreement, the State Defendants agreed, among other things, to enforce compliance with the non-discrimination provision in their CPA contracts by notifying CPAs of violations and, in the case of CPAs unwilling to comply, terminating those contracts. ECF No. 82, at PageID.1444–46. The Settlement Agreement made clear that “turning away or referring to another contracted CPA an otherwise potentially qualified LGBTQ individual or same-sex couple that may be a suitable foster or adoptive family for any child accepted by the CPA for services under a [state contract]” violates the non-discrimination provision. *Id.* at PageID.1445. In exchange, Plaintiffs agreed to dismiss their claims against the State Defendants with prejudice. Upon entering into the Settlement Agreement, Plaintiffs and State Defendants filed a stipulation of voluntary dismissal (ECF No. 82) and this Court dismissed the case “pursuant to the terms of the Settlement Agreement,” “retain[ing] jurisdiction over the enforcement of the Settlement Agreement in the Action.” ECF No. 83 at PageID.1469.

The Follow-On Litigation Filed by the CPAs. After remaining silent on the Settlement Agreement, on April 15, 2019, the Intervenor Defendants from this Action (the “Buck Plaintiffs”) filed a complaint against the State Defendants and Attorney General Nessel, as well as certain federal officials, in the Western

District of Michigan. ECF No. 1, *Buck v. Gordon*, 19-CV-00286. The Buck Plaintiffs claimed that requiring STVCC to comply with the non-discrimination requirement in its CPA contracts violated their Free Exercise and Free Speech rights. The Dumonts moved to intervene in the *Buck* case on May 21, 2019, but that motion was denied on July 31, 2019; an appeal of that denial is briefed and will be argued next month. ECF Nos. 18, 19, 52, *Buck v. Gordon* (W.D. Mich.); ECF Nos. 1, 28, *Buck v. Gordon*, 19-CV-1959 (6th Cir.). The Buck Plaintiffs moved for a preliminary injunction and, on September 26, 2019, the district court issued an opinion and order finding that “St. Vincent has never prevented a same-sex couple from fostering or adopting a child” and that “the State’s real goal is not to promote non-discriminatory child placements, but to stamp out St. Vincent’s religious belief and replace it with the State’s own.” ECF No. 69, at PageID.2518-2519, *Buck v. Gordon*, (W.D. Mich.). The court’s opinion did not mention the Dumonts’ sworn declarations that they had been turned away by STVCC, or the lay and expert testimony they had submitted demonstrating the harm to children that would be caused by permitting CPAs to exclude qualified prospective parents. The court issued a preliminary injunction ordering the State not to take “adverse action against St. Vincent Catholic Charities based on St. Vincent’s protected religious exercise . .

..” ECF No. 70 at PageID.2531, *Buck v. Gordon*, (W.D. Mich).³ On April 24, 2019, CCWM filed a complaint against the State in the Michigan Court of Claims, which the State then removed to the District Court for the Eastern District of Michigan. ECF No. 1, *CCWM*, (E.D. Mich.). The complaint raises arguments similar to STVCC’s, as well as Michigan statutory claims. In the complaint, CCWM made clear that it has not complied and will not comply with the non-discrimination provision of its contracts. ECF No. 1-2, at PageID.40, *CCWM*, (E.D. Mich.). On May 15, 2019, in support of a motion seeking a preliminary injunction to enjoin the State from enforcing the non-discrimination provision against CCWM, CCWM filed an official written policy stating it will only place children with “married couples made up of two parents of the opposite sex,” ECF No. 1-2 at PageID.81, *CCWM*, (E.D. Mich.), and a sworn declaration of Christopher Slater, CEO of CCWM, dated May 15, 2019, stating that CCWM’s policy “prohibits [it] from recommending or facilitating child placements with same-sex couples.” ECF No. 1-3 at PageID.241, *CCWM*, (E.D. Mich.).⁴ The Dumonts have moved to intervene in *CCWM*, which

³ That preliminary injunction is on appeal, and the Dumonts have also moved to intervene in that appeal, which motion remains pending, although the State has subsequently moved to voluntarily dismiss its appeal, ECF No. 15, *Buck v. Gordon*, 19-CV-2185 (6th Cir. Oct. 28, 2019), which is also pending.

⁴ CCWM even separated a child from his siblings because they were in the care of a same-sex parent family. *See* ECF No. 60-4 at PageID.2145-2150, *Buck v. Gordon*, (W.D. Mich). In another case, CCWM determined that adoption by a same-sex couple was “in the child’s best interest” but still refused to complete the child’s

motion remains pending. ECF No. 20, *CCWM*, (E.D. Mich.). The court has not ruled on *CCWM*'s motion for a preliminary injunction, which was fully briefed in August, 2019. *See* ECF No. 26, *CCWM*, (E.D. Mich.).

The State Defendants' Breach. The preliminary injunction issued in *Buck* limits the State's ability to enforce the Non-discrimination Provision against STVCC. But there is no order restricting the State's ability to enforce that provision against any other agency, including *CCWM*. Notwithstanding the Department's knowledge of *CCWM*'s refusal to comply with the Non-Discrimination Provision, on or about September 30, 2019, the Department renewed its Adoption Services Contracts, Nos. MA 190000001067, MA 190000001069 and MA 190000001093, with *CCWM*. The contracts are attached hereto as Exhibits A, B, and C. Upon information and belief, the State Defendants have taken no action to enforce the terms of the Settlement Agreement with respect to *CCWM*.

In accordance with Section 7 of the Settlement Agreement, on January 23, 2020, Plaintiffs served a Demand Letter (the "Letter") on the State Defendants, "providing written notice" of the breach of the Agreement.⁵ ECF No. 82, at PageID.1449. A copy of the Letter is appended hereto as Exhibit D.

adoption with the couple. *See* ECF No. 62-4 at PageID.2334-2335, *Buck v. Gordon* (W.D. Mich.).

⁵ The Settlement Agreement provides a 90 day cure period to resolve noncompliance with the Agreement. (Settlement Agreement Section 7). ECF No.

LEGAL STANDARD

A court may summarily enforce a settlement agreement where (1) it “retain[ed] jurisdiction over the future enforcement of a settlement agreement,” *RE/MAX Int’l, Inc. v. Realty One, Inc.*, 271 F.3d, 641 (6th Cir. 2001); (2) “agreement has been reached on all material terms,” see *Therma-Scan, Inc. v. Thermoscan, Inc.* 217 F.3d 414, 419 (6th Cir. 2000); and (3) “no substantial dispute exists regarding the entry into and terms of [the] agreement,” see *RE/MAX*, 271 F.3d at 646. See also *Stenger v. Freeman*, 683 F. App’x. 349, 350 (6th Cir. 2017) (Clay, J., concurring) (explaining that “[a] district court may summarily enforce a settlement agreement if” these three requirements are met).

The Supreme Court has found that “enforcement of the settlement agreement . . . is more than just a continuation or renewal of the dismissed suit” and thus “requires its own basis for jurisdiction,” but that “[i]f . . . parties wish to provide for the court’s enforcement of a dismissal-producing settlement agreement, they can seek to do so.” *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 378, 381 (1994). The Sixth Circuit has since interpreted *Kokkonen* to permit a federal district

82 at PageID 1449. However, the State has made clear in its recently filed Notice to the Court that “unless otherwise directed by this Court, the Department will take no action while waiting for Chief Judge Hood to rule on the preliminary injunction motion.” ECF No. 86 at PageID.1477. Thus, Defendants have effectively waived their right to a 90 day cure period on this issue by demonstrating that further delay would be futile.

court to retain jurisdiction over the enforcement of a settlement agreement after the underlying case has been dismissed by including in the dismissal order “a separate provision retaining jurisdiction over the settlement agreement.” *Moore v. U.S. Postal Svc.*, 369 F. App’x 712, 716 (6th Cir. 2010); *RE/MAX Int’l, Inc.* 271 F.3d at 643.

“[S]ettlement agreements are a type of contract” and as a result “the formation and enforceability of a purported settlement agreement are governed by state contract laws.” *Cuyahoga Valley Ry Co. v. Monongahela Connecting R.R. Co.*, 515 F. App’x. 494, 498 (6th Cir. 2013). Under Michigan contract principles parties are “bound by the settlement agreement absent a showing of mistake, fraud, or unconscionable advantage.” *Plamondon v. Plamondon*, 583 N.W.2d 245, 246 (Mich. Ct. App. 1998). A district “court must enforce the settlement as agreed to by the parties and is not permitted to alter the terms of the agreement.” *Brock v. Scheuner Corp.*, 841 F.2d 151, 154 (6th Cir. 1988) (quotations and citations omitted).

ARGUMENT

I. THE SETTLEMENT AGREEMENT MEETS THE STANDARD FOR SUMMARY ENFORCEMENT.

The Court should summarily enforce the Settlement Agreement here because (1) “it has subject matter jurisdiction over the separate, breach of contract controversy surrounding the settlement agreement,” (2) the Dumonts and State

Defendants have reached agreement on all material terms, and (3) “the agreement is clear and unambiguous and no issue of fact is present.” *See Stenger*, 683 F. App’x. at 350 (Clay, J., concurring) (internal quotation marks and alteration omitted).

A. This Court Properly Retained Jurisdiction over the Enforcement of the Settlement Agreement.

There can be no question that this Court “retain[ed] jurisdiction over the enforcement of the Settlement Agreement in the Action.” ECF No. 83. On March 22, 2019, this Court entered a stipulated order dismissing Plaintiffs’ claims with prejudice “pursuant to the terms of the Settlement Agreement.” *Id.* As part of its order, the Court “retain[ed] jurisdiction over the enforcement of the Settlement Agreement in the Action,” *Id.* at PageID.1469 (citing *Kokkonen*, 511 U.S. at 381 and *RE/MAX Int’l, Inc.*, 271 F.3d at 641). “Because ‘a provision ‘retaining jurisdiction’ over the settlement agreement’ was expressly included in the order of dismissal, the district court [can] properly exercise[] jurisdiction in this matter over the [Plaintiffs’] request for enforcement.” *Moore*, 369 F. App’x at 717.

B. It Is Undisputed That The Dumonts and State Defendants Reached Agreement on All Material Terms.

The Plaintiffs and the State Defendants sought multiple extensions from the Court to discuss and negotiate a settlement, which was then memorialized, signed by the parties and filed with the Court. *See* ECF No. 82. As shown by the

record and as conceded by the State in its Notice, agreement was reached on all material terms. *See Brock*, 841 F.2d at 154 (6th Cir. 1988).

C. No Dispute Exists Regarding the Entry Into and Terms of the Agreement.

Finally, “no substantial dispute exists regarding the entry into and terms of an agreement.” *See RE/MAX Int’l, Inc.*, 271 F.3d at 646. Plaintiffs and State Defendants jointly filed a stipulation of voluntary dismissal, and represented to the Court that the Settlement Agreement, which was reduced to writing and filed with this Court, “dispos[ed] of all claims asserted in the Action.” ECF No. 82.

The “terms of” the Settlement Agreement are clear and unambiguous, including a requirement that “[t]he Department shall enforce the Non-Discrimination Provision or Similar Provision against a CPA that the Department determines is in violation of, or is unwilling to comply with, such provisions, . . . up to and including termination of the Contracts” ECF No. 82, at PageID.1445-46.

“Summary enforcement” of the Settlement Agreement is therefore the appropriate method to address a breach. *See RE/MAX Int’l, Inc.*, 271 F.3d at 646 (“[N]o evidentiary hearing is required where an agreement is clear and unambiguous and no issue of fact is present.”).

II. STATE DEFENDANTS ARE IN BREACH OF THE SETTLEMENT AGREEMENT.

The State Defendants have materially breached the Settlement Agreement. As they concede in their Notice (*See* ECF No. 86 at PageID.1477), they have not taken nor do they currently intend to take any action against CCWM, despite knowing that CCWM refuses to place children with same-sex couples seeking to adopt and/or foster, in violation of the non-discrimination provision in its contract with MDHHS. Quite to the contrary, the State Defendants have voluntarily entered into new contracts with CCWM. This is in clear violation of the Settlement Agreement, which provides that “[i]n the event a CPA refuses to comply with the Non-Discrimination Provision . . . the Department will terminate the CPA’s Contracts.” ECF No. 82 at PageID.1445–46. Contrary to the State’s claim that it is “between a rock and a hard place,” there is nothing stopping the State from honoring its commitment to enforce the Non-Discrimination Provision with respect to CCWM as it agreed to do in the Settlement Agreement. ECF No. 86 at PageID.1477.

III. THIS COURT SHOULD ENJOIN THE STATE DEFENDANTS FROM CONTINUING TO VIOLATE THE SETTLEMENT AGREEMENT.

In light of this breach, pursuant to both federal and Michigan law, the Court should order the State Defendants to comply with the pertinent provisions of the Settlement Agreement.

Under Michigan contract principles, parties are “bound by the settlement agreement absent a showing of mistake, fraud, or unconscionable advantage.” *Plamondon*, 583 N.W.2d at 246. And the Sixth Circuit has explained that a district “court must enforce the settlement as agreed to by the parties and is not permitted to alter the terms of the agreement.” *Brock*, 841 F.2d at 154 (quotations and citations omitted).

Accordingly, in light of the State’s breach, this Court should summarily enforce the Settlement Agreement by ordering the State to comply with the pertinent terms of the Settlement Agreement. In particular, the Settlement Agreement contemplates that CPAs might be unwilling to comply with the non-discrimination provision, and it dictates how the State must respond:

The Department shall enforce the Non-Discrimination Provision or Similar Provision against a CPA that the Department determines is in violation of, or is unwilling to comply with, such provisions . . . , up to and including termination of the Contracts in accordance with the termination provisions therein, including without limitation:

In the event a CPA refuses to comply with the Non-Discrimination Provision or Similar Provision within a reasonable time after notification by the Department of a Contract Violation, the Department will terminate the CPA’s Contracts.

ECF No. 82, at PageID.1445–1446. The State Defendants accordingly have a contractual obligation to the Plaintiffs to enforce the non-discrimination provision

against a CPA that is unwilling to comply with the Non-Discrimination Provision. And they have an obligation to the children in CCWM's care to ensure that they have access to all qualified families, including same-sex couples. Absent an order from the Court requiring compliance with the Settlement Agreement, this violation of the Settlement Agreement threatens to render the relief obtained by Plaintiffs meaningless.

CONCLUSION

For the reasons set forth above, the Plaintiffs respectfully request that the Court grant their motion to reopen this Action for purposes of enforcing the terms of the Settlement Agreement and order the State Defendants to notify CCWM of its contract violation and, if CCWM refuses to comply "within a reasonable time after notification[,] . . . terminate the CPA's Contracts." ECF No. 82 at PageID.1446.

Dated: February 24, 2020

Respectfully submitted,

s/ Ann-Elizabeth Ostrager

Jay Kaplan (P38197)
Daniel S. Korobkin (P72842)
American Civil Liberties Union
Fund of Michigan
2966 Woodward Avenue
Detroit, MI 48201
Telephone: (313) 578-6823
jkaplan@aclumich.org
dkorobkin@aclumich.org

Leslie Cooper
American Civil Liberties Union
Foundation
125 Broad Street, 18th Floor
New York, NY 10004
Telephone: (212) 549-2633
lcooper@aclu.org

Daniel Mach
American Civil Liberties Union
Foundation
915 15th Street NW
Washington, DC 20005
Telephone: (202) 675-2330
dmach@aclu.org

Garrard R. Beeney
Ann-Elizabeth Ostrager
Leila R. Siddiky
Jason W. Schnier
Hannah Lonky Fackler
James G. Mandilk
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, NY 10004-2498
Telephone: (212) 558-4000
beeneyg@sullcrom.com
ostragerae@sullcrom.com
siddikyl@sullcrom.com
schnierj@sullcrom.com
facklerh@sullcrom.com
mandilkj@sullcrom.com

Counsel for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that on this date, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will send notification of such filing to all counsel of record.

This the 24th day of February, 2020.

s/ Ann-Elizabeth Ostrager

Exhibit A

CONTRACT NUMBER: MA 190000001067**AMENDMENT NUMBER:** 3

Between

**THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

And

CONTRACTOR	Catholic Charities West Michigan
CONTRACTOR ADDRESS	360 Division Suite 3A Grand Rapids, MI 49503
CONTRACTOR EMAIL	Aotto@ccwestmi.org

STATE CONTACT	NAME	EMAIL
Contract Administrator	Cathe Hoover	HooverC3@michigan.gov
BGP Analyst	Katie McFarland	McFarlandK1@michigan.gov

CONTRACT SUMMARY

SERVICE DESCRIPTION	Adoption – A17-28003		
GEOGRAPHIC AREA	Statewide		
INITIAL EFFECTIVE DATE	10/01/2016	CURRENT EXPIRATION DATE	09/30/2019
CURRENT CONTRACT VALUE	\$275,000.00		
CONTRACT TYPE	Unit Rate/Per Diem		

AMENDMENT DESCRIPTION

EXTEND EXPIRATION DATE	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	NEW EXPIRATION DATE	09/30/2020
AMENDMENT AMOUNT	ESTIMATED REVISED AGGREGATE CONTRACT VALUE			
\$.00	<input type="checkbox"/> INCREASE	<input type="checkbox"/> DECREASE	\$275,000.00	

NATURE OF CHANGE

This amendment will extend the contract one year, move the payment schedule to Schedule B, change language, and change the contract number.

The undersigned have the lawful authority to bind the Contractor and the Michigan Department of Health and Human Services (MDHHS) to the terms set forth in this Contract.

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

FOR THE CONTRACTOR:

Catholic Charities West Michigan

Contractor

Signature of Director or Authorized Designee
Chris SlaterPrint Name
9/24/2019

Date

FOR THE STATE:MICHIGAN DEPARTMENT OF HEALTH AND HUMAN
SERVICESSignature of Director or Authorized Designee
Christine H. Sanches
Director, Bureau of Grants and Purchasing

Print Name

Date

Contract Number: MA190000001067
Amendment Number: 3

**STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as "MDHHS") entered into a Contract effective 10/01/2016, with Catholic Charities West Michigan (hereinafter referred to as "Contractor"), having a mailing address of 360 Division Suite 3A Grand Rapids, MI 49503 for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to the Contractor to amend the aforesaid Contract.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Contract. This amendment shall be attached to the Contract, said Contract being hereby reaffirmed and made a part hereof.

Article I

This amendment shall be effective on October 1, 2019.

Article II

The Contract Number shall be changed from A17-28003 to MA190000001067.

Article III

MDHHS will exercise the first of two, one-year options to renew. Therefore, the end date of the Contract shall be changed from September 30, 2019 to September 30, 2020.

Article IV

In Section 1., Program Requirements, Item 1.1, Client Eligibility Criteria, a., shall be deleted and replaced with:

1.1. Client Eligibility Criteria

- a. The Contractor shall perform activities for Michigan permanent wards who are Title IV-E funded and Michigan Children's Institute (MCI) wards for which adoption is the plan or for children from a participating Inter-State Compact (ICPC) state's child welfare system that has been referred for adoption services to Michigan through ICPC. Any exceptions to these criteria

Contract Number: MA190000001067

Amendment Number: 3

must be approved by the MDHHS Central Office Adoption Program Manager.

Article V

In Section 2., CONTRACTOR RESPONSIBILITIES, Item 2.9, Compliance Requirements, h., and i., shall be deleted and replaced with:

2. CONTRACTOR RESPONSIBILITIES

2.9 Compliance Requirements

h. Compliance with MDHHS Modified Implementation, Sustainability, and Exit Plan

The Contractor shall ensure compliance with all applicable provisions and requirements of Dwayne B. v. Snyder, et al., 2:06-cv-13548, Modified Implementation Sustainability and Exit Plan.

i. Additional Compliance Provisions

- 1) 1984 Public Act, 114, as amended, being M.C.L. 3.711 *et seq.*, Interstate Compact on the Placement of Children.
- 2) 1939 Public Act 288, Chapter X, being M.C.L. 710.1 *et seq.*, Michigan Adoption Code.
- 3) 1984 Public Act 203, as amended, being M.C.L. 722.951 *et seq.*, Michigan Foster Care and Adoption Services Act.
- 4) 1975 Public Act 238, as amended, being M.C.L. 722.621 *et seq.*, Child Protection Law.
- 5) 1982 Public Act 162, as amended, being M.C.L. 450.2101 *et seq.*, Michigan Nonprofit Corporation Act.
- 6) 1994 Public Act 204, as amended, being M.C.L. 722.921 *et seq.*, Michigan Children's Ombudsman Act.
- 7) 1973 Public Act 116, as amended, being M.C.L. 722.111 *et seq.*, Michigan Child Care Organization Act.
- 8) The Social Security Act as amended by the Multiethnic Placement Act of 1994 (MEPA); Public Law 103-382, and as amended by Section 1808 of the Small Business Job Protection, the Interethnic Adoption Provision (IEAP).
- 9) The Indian Child Welfare Act (ICWA); Public Law 95-608 being 25 U.S.C. 1901 *et seq.*
- 10) 1976 Public Act 453, as amended, being M.C.L. 37.2101 *et seq.*, Elliott-Larsen Civil Rights Act.
- 11) Preventing Sex Trafficking and Strengthening Families Act, Federal PL 113-183

Contract Number: MA190000001067

Amendment Number: 3

- 12) P.L. 110–351, known as the Fostering Connections to Success and Increasing Adoptions Act of 2008.
- 13) Social Security Act, 42 USC 671(a)(20)
- 14) Federal Bureau of Investigation (FBI), Criminal Justice Information Services (CJIS) Security Policy located on the following link: <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center>
- 15) 2017 Public Acts 246 through 255, Michigan Opioid Laws

Article VI

In Section 2., CONTRACTOR RESPONSIBILITIES, Item 2.17, Billing, shall be deleted and replaced with:

2. CONTRACTOR RESPONSIBILITIES

2.17. Billing

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

The Contractor shall submit a MDHHS-5602 to:

Michigan Department of Health and Human Services
Office of Child Welfare Policy and Programs
Suite 514 PO Box 30037
Lansing, MI 48909

The MDHHS - 5602 shall indicate the title of the service provided and the pre - adoptive and adoptive name, case ID and date of birth of the child served. The MDHHS-5602 and any subsequent corrections must be completed and received in the Office of Child Welfare Policy and Programs within 120 days of the date of the placement or finalization, whichever is applicable, as those terms are defined in Section I(M)(2-3) of this Contract.

- a. Billing for all designated services including: per diem, placement, finalization, permanency, and disruptions, require a copy of the Order Terminating Parental Rights (Permanent Court Ward/Commitment), the signed DHS3600 for cases referred on or after May 2016, or earlier if applicable, and with the exception of per diems, the signed and dated documentation by the court (DHS 5308 or petition date stamped from the court) verifying the date that the court has accepted the adoption petition and support documentation .

Contract Number: MA190000001067

Amendment Number: 3

- b. The MARE rates require a copy of the MARE photo listing and the subsequent MARE "Hold" document.
- c. The Residential rate requires a copy of the discharge summary from the residential facility and a copy of the placement record including placement with the prospective adoptive parent prior to filling the petition.
- d. Billing for finalizations requires a copy of the Order of Adoption.
- e. Billing for placement requires a copy of the referral/acceptance form (signed DHS 3600 for cases referred on or after May 2016, or earlier if applicable), Order Terminating Parental Rights and the Order Placing Child.
- f. Disruptions require an Ex Parte Order, or order dismissing, a copy of the initial placement order, initial commitment order, documentation verifying the medical condition of the family member if appropriate, a copy of the placement check and agency disruption report.
- g. When billing for the per diem, each payment voucher shall be child specific. Attached to the initial payment voucher the following documents must be included: the DHS-3600 (for Adoption Services) with the date of acceptance indicated, the signed agreement of intent to adopt by a relative or identified family (for matched cases only) and verification from MARE that a complete photo listing or a complete "hold" registration was submitted on the case. The Contractor shall identify in Box 13 of the payment voucher the number of days covered, date range, and the number of per diem billings submitted on behalf of the child.
- h. When requesting an exception to the payment rate, it is the responsibility of the Contractor to demonstrate that requests for adoption assistance eligibility determination or MCI consent or obtaining fingerprint results delayed the adoption placement. If the delay was caused by submission of incomplete paperwork or a lack of response to requests for information, the consideration for exception will be denied. There is a thirty (30) day standard of promptness for adoption assistance eligibility determinations, MCI regular and expedited consent requests and obtaining fingerprint results and a ninety (90) day standard of promptness for MCI consent requests on competing parties. If information is missing, incomplete, or unclear and needing follow-up, the standard of promptness timeframe will not begin until all needed information is available for review, including legal documents and information needed to fulfill policy requirements. Delays

Contract Number: MA190000001067

Amendment Number: 3

caused by the local MDHHS office will be considered on an individual case basis. The Adoption Payment Exception Request, DHS 832 form and supporting documents must be submitted with the completed MDHHS-5602.

- i. The ICPC rate(s) require copies of the ICPC referral, DHS-3600 (for Adoption Services), adoptive family home study, adoption supervision reports (if applicable), Order Terminating Parental Rights (Permanent Court Ward/Commitment), Adoption Petition documentation and Order of Adoption, if applicable.
- j. Billings for competing parties, in which the case would be eligible for a rate less than the Baseline rate and the Contractor is requesting the Baseline rate, requires the Contractor to submit a Competing Party Rate Exception Request (MDHHS-5445) and copies of the case acceptance documentation, dates of the initial inquiry, and DHS-4809 from each competing party and copies of the adoption assessment(s) for each competing party.

Article VII

In Section 3., MDHHS RESPONSIBILITIES, Item 3.1, Payment, shall be deleted and replaced with:

3. MDHHS RESPONSIBILITIES

3.1. Payment

Refer to Schedule B Pricing Matrix for Adoption Payments.

Article VIII

In Section 4., STANDARD TERMS, Item 4.42, Nondiscrimination, shall be deleted and replaced with:

4. STANDARD TERMS

4.42 Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and [Executive Directive 2019-09](#), Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin,

Contract Number: MA190000001067

Amendment Number: 3

age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

Article IX

Schedule B Pricing Matrix., Item 3.1, Payment, shall be moved to Schedule B Pricing Matrix and Items a., c., g. and Classroom Training Payment shall be amended as follows:

Contract Number: MA190000001067
 Amendment Number: 3

**State of Michigan
 Michigan Department of Health and Human Services**

**MA190000001067
 Adoption – A17-28003**

**SCHEDULE B
 PRICING MATRIX**

Contract Period	Contract Amount
Begin date through September 30, 2020	\$275,000.00
Total	\$275,000.00

MDHHS shall make payments to the Contractor pursuant to MCL 17.51-17.57 and State of Michigan Financial Management Guide, Part II-Accounting and Financial Reporting, Chapter 25, Section 100, "Prompt Payment for Goods and Services."

- a. MDHHS shall make the following payments to the Contractor beginning October 1, 2018 for cases where the date of the signed documentation from the court (DHS 5308 or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation is on or after October 1, 2018:

Rate Category	Placement	Finalization	Permanency
Early Adoption Level 2	\$7,590	\$3,795	\$1,265
Early Adoption Level 1	\$6,600	\$3,300	\$1,100
Baseline	\$5,940	\$2,970	\$990
Late Adoption Level 1	\$5,280	\$2,640	\$880
Late Adoption Level 2	\$3,300	\$1,650	\$550
Late Adoption Level 3	\$2,640	\$1,320	\$440
Late Adoption Level 4	\$1,980	\$990	\$330
MARE	\$13,464	\$6,732	\$2,244
Residential	\$8,778	\$4,389	\$1,463
In-State Transfer Services	\$3,300		
ICPC Existing Services – Michigan Case	\$3,300		
ICPC New Services – Michigan Case	\$3,850		
ICPC- Case from another ICPC participating state through ICPC (non-Michigan ward) – Adoptive Home Study Denial	\$2,200		

Contract Number: MA190000001067
 Amendment Number: 3

ICPC case from another ICPC participating state through ICPC (non-Michigan ward) – Adoptive Home Study Approval	\$2,200
ICPC case from another ICPC participating state through ICPC (non-Michigan ward) – Adoption Supervision with applicable reports	\$550 at Placement \$550 at Finalization

b. Per Diem Payments

For each child where the adoption case is referred to the Contractor by MDHHS, the Contractor shall receive payment of \$20.00 per diem for each day of adoptive services from acceptance of the case (DHS 3600 for cases referred on or after October 2016, or earlier if applicable) to the date of the signed documentation from the court (DHS 5308 or petition date stamped by the court) verifying that the court has accepted the petition and support documentation, or for one hundred fifty (150) days, whichever comes first. The maximum per diem payment amount per child is \$3,000.

For adoption cases referred on or after October 2016, the Contractor may bill for the full per diem amount of \$3,000. In the event that the Contractor receives the full per diem amount on a case which is not assigned to the Contractor for 150 days, the Contractor will be responsible for repayment of the per diem at a rate of \$20.00 for each day in which they received a per diem payment and were no longer assigned to the case.

All per diem payment requests must include verification from MARE that either a complete photo listing or a complete hold registration was submitted to MARE on the case.

Payment of the initial placement rate: the total of all per diem payments for each child shall be deducted from the applicable placement rate to be paid.

c. Adoption Training Payments

The Contractor must submit the following with the completed MDHHS-5602 to the Office of Child Welfare Policy and Programs in central office:

- 1) A copy of the transcript reflecting the completion of the CWTI pre- service training for each adoption worker.
- 2) A statement confirming that 50% of the adoption worker’s adoption caseload will be children in the MDHHS foster care system.

Contract Number: MA190000001067

Amendment Number: 3

d. Placement Disruption

Payment after Placement for adoptions ending in disruption will only be made in the following cases:

Disruption Due to Medical Condition of Prospective Family Member: If the adoptive family experiences a documented chronic medical condition requiring long term care, or a condition anticipated to result in the death of a family member after the adoptive placement of a child, the Contractor shall be eligible for a per-diem rate. The payment shall be a portion of the appropriate rate for finalization, which shall be established by dividing the duration (number of days) of the adoptive placement until disruption by 182 days. The disruption rate shall not exceed the rate that would have otherwise been paid had finalization occurred.

- 1) Death of an Adoptive Child: In cases where a child dies between order placing in the adoptive home and the final order of adoption, the Contractor shall be eligible for a per-diem from the date of placement to the date of death (unless cause of death is determined to be neglect or abuse) not to exceed the rate that would have otherwise been paid had finalization occurred.
- 2) Disruption after Order Placing Child in the adoptive home: When the disruption order is issued more than 182 days from the date of the order placing the child in the adoptive home, the Contractor shall be paid the full finalization rate.
- 3) Disruption of Placement Determined by MCI Superintendent: In a case where the child is placed in a home based on the decision of the MCI Superintendent, against the recommendation of the Contractor, the Contractor shall be eligible for a per-diem rate. The payment shall be a portion of the appropriate rate for finalization, which shall be established by dividing the duration (number of days) of the adoptive placement until disruption by 182 days. The disruption rate shall not exceed the rate that would have otherwise been paid had finalization occurred. Payment for subsequent placements will not reflect a disruption.

e. Adoption Dissolution

MDHHS shall recover, from the Contractor, the Permanency Unit Rate for adoptions that end in dissolution within 182 days of issuance of an Order of Adoption.

f. Payment – Re-Placement of Child after Disruption by Same Contractor

Re-placement of child photo listed on MARE or from a Residential facility:

Subsequent adoptive placement and finalization by the same Contractor (that placed the child in the disrupted/dissolved home) for a child previously reimbursed at one of the MARE rates or the Residential rate, shall not exceed the Baseline rate for a second adoptive placement/finalization. The maximum rate for any re-placement of a

Contract Number: MA190000001067

Amendment Number: 3

child photo listed on MARE or from a Residential facility beyond the second placement shall not exceed the Late Adoption Penalty Level 3 rate if paid to the same Contractor.

Re-placement by the same Contractor of a child under any rate other than a MARE or Residential rate shall not exceed the Baseline rate.

Exceptions may be made to the re-placement rate. The Contractor must submit documentation of efforts that were required to prepare a child for subsequent placement and the recruitment of an adoptive family. Submit request for exceptions to the Adoption Analyst in MDHHS Central Office and stipulate the rate requested.

g. Unit Definitions

1) Unit Title: Per Diem Payments

For each child where the adoption case is referred to the Contractor by MDHHS , the Contractor shall receive payment of \$20.00 per diem for each day of adoptive services from acceptance of the case (signed DHS 3600 for cases referred on or after October 2016, or earlier if applicable)to date of the signed documentation from the court (DHS 5308 or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation, or for one hundred fifty (150) days, whichever comes first. The maximum per diem payment amount per child is \$3,000.

The total amount paid for the per diem rate will be deducted from the applicable placement rate when the child is placed for adoption.

The Contractor must submit the signed Individual Service Agreement (DHS-3600) (for Adoption Services) with the effective date indicated, the completed Adoption Payment Voucher (MDHHS-5602), verification from MARE that either a complete photo listing or a complete hold registration was submitted to MARE on the case, and the signed DHS-4809 (if applicable).

For adoption cases referred on or after October 2016, the Contractor may bill for the full per diem amount of \$3,000. In the event that the Contractor receives the full per diem amount on a case which is not assigned to the Contractor for 150 days, the Contractor will be responsible for repayment of the per diem at a rate of \$20.00 for each day in which they received a per diem payment and were no longer assigned to the case.

2) Unit Title: Placement

All unit definitions below are based on the length of time from the receipt of the written order from the court terminating all parental rights or, the date on which the DHS-3600 is fully executed, whichever is later; to the date of the signed documentation from the court (DHS 5308 or petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation.

Contract Number: MA190000001067

Amendment Number: 3

If the child's goal changes from adoption to another goal and then changes back to the goal of adoption, the Contractor must obtain a new DHS-3600 for adoption services for the updated goal of adoption.

The Contractor must submit the Order Terminating Parental Rights, signed and dated documentation from the court (DHS 5308 or petition date stamped from the court) verifying the date that the court has accepted the adoption petition and support documentation, the Adoption Petition documentation and the Acceptance of Case Transfer documents (DHS3600) if applicable. The document indicating the date of acceptance must be signed by a MDHHS representative as verification. If there was a per diem payment for the case prior to placement the Contractor must note the per diem amount previously billed on the MDHHS-5602.

3) Unit Title: Finalization

Unit Definition: One unit equals receipt of an Order of Adoption for a child for whom a Placement rate was paid.

4) Unit Title: Permanency

Unit Definition: One unit equals an adoption that does not end in dissolution within 182 days of the issuance of an Order of Adoption. The Permanency Unit Rate shall be paid at the same time as the Finalization Unit Rate. The Contractor will be responsible for repayment of the Permanency Unit Rate for those cases for which the adoption ended in dissolution.

5) Unit Title: Early Adoption – Level 2

Unit Definition: The DHS-5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court one hundred eighty (180) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

6) Unit Title: Early Adoption - Level 1

Unit Definition: The DHS-5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed by the court more than one hundred eighty (180) days but two hundred forty (240) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

7) Unit Title: Baseline

Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than two hundred forty (240) days, but three hundred (300) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

8) Unit Title: Late Adoption - Level 1

Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than three hundred (300) days, but three hundred sixty-five (365) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

Contract Number: MA190000001067

Amendment Number: 3

9) Unit Title: Late Adoption - Level 2

Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than three hundred sixty-five (365) days, but five hundred forty-five (545) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

10) Unit Title: Late Adoption - Level 3

Unit Definition: The Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than five hundred forty-five (545) days, but seven hundred thirty (730) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

11) Unit Title: Late Adoption – Level 4

Unit Definition: The Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than seven hundred thirty (730) days after the date of placement as defined in Subsection 3.1.g., 2) above.

12) Unit Title: MARE

Unit Definition: The Order Placing Child is signed and dated by the court for a child who has been registered for photo listing on MARE.

a) The Contractor is eligible for the MARE rate if at the time of referral, there was no identified adoptive resource. The Contractor must register the child for photo listing per policy requirements after acceptance of the case if no adoptive resource has been identified. If the Contractor applies for the MARE rate there must be a written explanation of why the adoptive family was not identified as a potential adoptive resource within the first 30 days after acceptance of the case.

b) The Contractor is not eligible for the MARE rate if the Contractor photo lists the child. The exception to allow for payment of the MARE rate to the supervising agency requires the Contractor to submit a written request verifying that the child was photo listed for six (6) months and documentation must be provided to demonstrate the family is a newly approved recruited family and the following conditions are true:

i. The identified family is not a relative or foster parent to the adoptive child.

ii. The identified family has either not previously provided care for the child or has previously provided care and during the time that the child was photo listed had indicated in writing that they were not interested in adopting the child. The written document from the family must be submitted with the MARE payment request.

13) Unit Title: Residential

Unit Definition: The Order Placing Child is signed and dated by the court for a child who has been placed in residential care (defined as staffed institutional care, not including foster group homes) and the child is under the Contractor's supervision for Adoption Services.

Contract Number: MA190000001067

Amendment Number: 3

14) Unit Title: MARE and Residential Rate with Pre-placement

Unit Definition: When a child photo-listed with MARE or in a Residential facility is placed into a prospective adoptive home through a foster care placement to allow for a period of adjustment and supervision (prior to petition to place for adoption), the reimbursement for the appropriate rate shall be calculated based on the date the pre-placement began.

The MARE and Residential Rate will be applied when the signed documentation from the court (DHS 5308 or petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation is within two hundred seventy (270) days of placing the child in the home for foster care services.

15) Unit Title: In-State Transfer Services

Unit Definition: The Contractor completes satisfactory services requested for pre-placement activities for a child under the supervision of the Contractor and referred for adoptive placement to another contractor or MDHHS local office. The MDHHS monitor for the foster care case shall define satisfactory services.

16) Unit Title: ICPC Existing Services – Michigan Case

Unit Definition: A child under the adoption services supervision of the Contractor is referred for adoptive placement through a private or public agency in the state where the adoptive family resides, and the child has previously been placed with the family through Interstate foster/relative care prior to termination of parental rights and assignment of an adoption worker.

17) Unit Title: ICPC New Services – Michigan Case

Unit Definition: A child under the adoption services supervision of the Contractor is referred for adoptive placement through a private or public agency in the state where the adoptive family resides, and the child has not been placed with the family through Interstate foster/relative care prior to termination of parental rights and assignment of an adoption worker.

18) Unit Title: ICPC - Case Referred from Other U.S. States

A child under the child welfare system of another ICPC participating state is referred to Michigan for adoption services through ICPC. DHS-3600 (for Adoption Services) is required from the local Michigan county.

19) Unit Title: Competing Parties

The rate paid on a competing parties' case in the following scenarios shall not fall below the "Baseline" rate category, unless an agency has failed to act according to the timeframes outlined in policy.

- a) More than one party is interested at the same time in adopting a particular child or sibling group and is assessed by the contractor in one of the following formats:

Contract Number: MA190000001067

Amendment Number: 3

Preliminary Adoptive Family Assessment, BCAL 3130 Initial Foster Home/Adoption Evaluation, or DHS 612, Adoptive Family Assessment Addendum.

- b) Two or more parties had to be assessed to adopt a particular child or sibling group and were assessed by the contractor in one of the following formats: Preliminary Adoptive Family Assessment, BCAL 3130 Initial Foster Home/Adoptive Family Assessment Evaluation, or DHS612, Adoptive Family Assessment Addendum.

h. Adoption Training Payments

A payment will be made to the Contractor for each staff that completes adoption training and passes competency tests as required:

- 1) Completion of the Caseworker Training
Payment will be \$6,000 for completion of a MDHHS Pre-Service Institute training that includes a total of nine weeks of competency-based classroom and field training within 16 weeks of hire.
- 2) Completion of the Child Welfare Certificate (CWC) Training
Payment will be a maximum of \$3,000, calculated on an actual cost reimbursement basis, for completion of the Office of Workforce Development and Training (OWDT)-CWC training. This training includes a minimum of five weeks of competency-based classroom, and field training if the caseworker certificate holder passes the competency evaluation.
- 3) Completion of the Child Welfare Supervisor Training.
Payment will be a maximum of \$1500, calculated on an actual cost reimbursement basis for completion of the Supervisor Training. This includes a minimum of one week of training within 90 days of hire/promotion if the supervisor passes the competency-based evaluation including the written exam through OWDT.

All supervisors hired on or after January 1, 2017 must complete the Supervisor Training and pass the competency evaluation.

- 4) Completion of the adoption Program Specific Transfer Training (PSTT) within 6 months of hire.
Payment will be a maximum of \$2,800, calculated on an actual cost reimbursement basis for completion of the adoption PSTT training. This training is the same as the Adoption Core Training for adoption caseworkers. If a supervisor has completed this training as a caseworker since April 1, 2006, the training does not need to be repeated. If a supervisor has not completed this training since April 1, 2006, they need to complete this PSTT Training within 6 months of hire.
 - a) For all Contractor staff hired on or after May 1, 1998 attending required OWDT-PSI, PSTT, and supervisor training, MDHHS-OWDT shall reimburse the Contractor at the Contractor's normal rate of reimbursement or State rates,

Contract Number: MA190000001067

Amendment Number: 3

whichever is less for staff trainee expenditures incurred as part of OWDT attendance. MDHHS-OWDT does not cover travel reimbursement for in-service training. Travel reimbursement shall be limited to lodging, mileage and parking and bridge toll with the following conditions:

- i. For each trainee who attends the training session, MDHHS shall reimburse the Contractor up to five nights (Sunday night thru Thursday night) lodging per week if lodging expense is incurred. If training continues for two consecutive weeks or longer and the cost of lodging is less than the mileage cost to travel to and from the Contractor's facility over the intervening weekend, the Contractor may request the director of OWDT in advance for a travel exception for weekend lodging.
- ii. For each mile of travel to an OWDT training session closest to the Contractor's site, MDHHS shall reimburse the Contractor for mileage to and from the training and the trainee's assigned work location or home, whichever is closer. The applicable State rate for mileage shall be the lesser of the Contractor's prevailing rate or the State's standard rate.
- iii. Parking shall be reimbursed at one-time daily parking or continuous daily metered parking actual cost, documented with a receipt.
- iv. MDHHS shall not reimburse travel costs for Contractor staff who attend more than one session (i.e., are required to repeat attendance due to absence or failure to successfully complete a session) without prior approval from DCWL. Refer to the OWDT web site for current reimbursement information for OWDT training at http://www.michigan.gov/mdhhs/0,5885,7-339-71551_11120_74572---,00.html

5) Classroom Training Payment

- a) The Contractor must submit a signed and dated agency letterhead memo attached to the MDHHS-5602 Payment Request that includes the following information:
 - i. Worker name
 - ii. Training, type, i.e. PSST, PSI etc.
 - iii. Training dates (time span in training)
 - iv. Amount of reimbursement requested.
 - v. A copy of the transcript reflecting the completion of the training for each adoption
 - vi. worker and supervisor covered by the payment voucher. This is required before accounting will issue payment.
 - vii. Memo signed by senior management; not the individual who attended training confirming that 50% of the adoption workers adoption caseload will be children in the MDHHS foster care system.
- b) The information must be submitted to: MDHHS, Office of Child Welfare Policy and Programs, PO Box 30037, 235 S. Grand Ave., Ste. 514, Lansing, MI. 48909.

6) Training Travel Reimbursement

Contract Number: MA190000001067

Amendment Number: 3

The Contractor must submit:

- a) Certification letter on agency letterhead signed and dated by senior management to include:
 - i. Agency Federal ID Number/SIGMA Vendor Number
 - ii. Exact trainee name as registered in the Learning Management System
 - iii. Exact class name
 - iv. Beginning and ending travel dates
 - v. Amount of reimbursement requested
- b) OWDT travel expense worksheet or agency created travel expense sheet.
- c) MapQuest printouts for each travel route. Submit the first page of the printout only – Page 1 – with total mileage traveled.
- d) All original receipts.
- e) Transcripts showing the training completed.
- f) Please submit the above information by email to:

MDHHS-OWDTtrainingvouchers@michigan.gov

Or by US Mail to:

Ingham County MDHHS/OWDT
Attention: Travel Reimbursement
PO Box 30088
5303 S. Cedar Street – Building 3
Lansing, MI 48911

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

CONTRACT NUMBER: MA 190000001079

AMENDMENT NUMBER: 3

Between

**THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

And

CONTRACTOR	Catholic Charities West MI
CONTRACTOR ADDRESS	360 Division Suite 3A Grand Rapids, MI 49503
CONTRACTOR EMAIL	Aotto@ccwestmi.org

STATE CONTACT	NAME	EMAIL
Contract Administrator	Cathe Hoover	HooverC3@michigan.gov
BGP Analyst	Katie McFarland	McFarlandK1@michigan.gov

CONTRACT SUMMARY			
SERVICE DESCRIPTION	Adoption – A17-41003		
GEOGRAPHIC AREA	Statewide		
INITIAL EFFECTIVE DATE	10/01/2016	CURRENT EXPIRATION DATE	09/30/2019
CURRENT CONTRACT VALUE	\$4,400,000.00		
CONTRACT TYPE	Unit Rate/Per Diem		

AMENDMENT DESCRIPTION			
EXTEND EXPIRATION DATE	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	NEW EXPIRATION DATE 09/30/2020
AMENDMENT AMOUNT	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$.00	<input type="checkbox"/> INCREASE	<input type="checkbox"/> DECREASE	\$4,400,000.00

NATURE OF CHANGE	This amendment will extend the contract one year, move the payment schedule to Schedule B, change language, and change the contract number.
------------------	---

The undersigned have the lawful authority to bind the Contractor and the Michigan Department of Health and Human Services (MDHHS) to the terms set forth in this Contract.

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

FOR THE CONTRACTOR:

Catholic Charities West MI

Contractor


Signature of Director or Authorized Designee
Chris Slater

Print Name
9/24/2019

Date

FOR THE STATE:

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

Signature of Director or Authorized Designee
Christine H. Sanches
Director, Bureau of Grants and Purchasing

Print Name

Date

Contract Number: MA190000001079
Amendment Number: 3

**STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as "MDHHS") entered into a Contract effective 10/01/2016, with Catholic Charities West MI (hereinafter referred to as "Contractor"), having a mailing address of 360 Division Suite 3A Grand Rapids, MI 49503 for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to the Contractor to amend the aforesaid Contract.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Contract. This amendment shall be attached to the Contract, said Contract being hereby reaffirmed and made a part hereof.

Article I

This amendment shall be effective on October 1, 2019.

Article II

The Contract Number shall be changed from A17-41003 to MA190000001079.

Article III

MDHHS will exercise the first of two, one-year options to renew. Therefore, the end date of the Contract shall be changed from September 30, 2019 to September 30, 2020.

Article IV

In Section 1., Program Requirements, Item 1.1, Client Eligibility Criteria, a., shall be deleted and replaced with:

1.1. Client Eligibility Criteria

- a. The Contractor shall perform activities for Michigan permanent wards who are Title IV-E funded and Michigan Children's Institute (MCI) wards for which adoption is the plan or for children from a participating Inter-State Compact (ICPC) state's child welfare system that has been referred for adoption services to Michigan through ICPC. Any exceptions to these criteria must be approved by the MDHHS Central Office Adoption Program Manager.

Contract Number: MA190000001079

Amendment Number: 3

Article V

In Section 2., CONTRACTOR RESPONSIBILITIES, Item 2.9, Compliance Requirements, h., and i., shall be deleted and replaced with:

2. CONTRACTOR RESPONSIBILITIES

2.9 Compliance Requirements

h. Compliance with MDHHS Modified Implementation, Sustainability, and Exit Plan

The Contractor shall ensure compliance with all applicable provisions and requirements of Dwayne B. v. Snyder, et al., 2:06-cv-13548, Modified Implementation Sustainability and Exit Plan.

i. Additional Compliance Provisions

- 1) 1984 Public Act, 114, as amended, being M.C.L. 3.711 *et seq.*, Interstate Compact on the Placement of Children.
- 2) 1939 Public Act 288, Chapter X, being M.C.L. 710.1 *et seq.*, Michigan Adoption Code.
- 3) 1984 Public Act 203, as amended, being M.C.L. 722.951 *et seq.*, Michigan Foster Care and Adoption Services Act.
- 4) 1975 Public Act 238, as amended, being M.C.L. 722.621 *et seq.*, Child Protection Law.
- 5) 1982 Public Act 162, as amended, being M.C.L. 450.2101 *et seq.*, Michigan Nonprofit Corporation Act.
- 6) 1994 Public Act 204, as amended, being M.C.L. 722.921 *et seq.*, Michigan Children's Ombudsman Act.
- 7) 1973 Public Act 116, as amended, being M.C.L. 722.111 *et seq.*, Michigan Child Care Organization Act.
- 8) The Social Security Act as amended by the Multiethnic Placement Act of 1994 (MEPA); Public Law 103-382, and as amended by Section 1808 of the Small Business Job Protection, the Interethnic Adoption Provision (IEAP).
- 9) The Indian Child Welfare Act (ICWA); Public Law 95-608 being 25 U.S.C. 1901 *et seq.*
- 10) 1976 Public Act 453, as amended, being M.C.L. 37.2101 *et seq.*, Elliott-Larsen Civil Rights Act.
- 11) Preventing Sex Trafficking and Strengthening Families Act, Federal PL 113-183
- 12) P.L. 110-351, known as the Fostering Connections to Success and Increasing Adoptions Act of 2008.

Contract Number: MA190000001079

Amendment Number: 3

- 13) Social Security Act, 42 USC 671(a)(20)
- 14) Federal Bureau of Investigation (FBI), Criminal Justice Information Services (CJIS) Security Policy located on the following link: <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center>
- 15) 2017 Public Acts 246 through 255, Michigan Opioid Laws

Article VI

In Section 2., CONTRACTOR RESPONSIBILITIES, Item 2.17, Billing, shall be deleted and replaced with:

2. CONTRACTOR RESPONSIBILITIES

2.17. Billing

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

The Contractor shall submit a MDHHS-5602 to:

Michigan Department of Health and Human Services
Office of Child Welfare Policy and Programs
Suite 514 PO Box 30037
Lansing, MI 48909

The MDHHS - 5602 shall indicate the title of the service provided and the pre - adoptive and adoptive name, case ID and date of birth of the child served. The MDHHS-5602 and any subsequent corrections must be completed and received in the Office of Child Welfare Policy and Programs within 120 days of the date of the placement or finalization, whichever is applicable, as those terms are defined in Section I(M)(2-3) of this Contract.

- a. Billing for all designated services including: per diem, placement, finalization, permanency, and disruptions, require a copy of the Order Terminating Parental Rights (Permanent Court Ward/Commitment), the signed DHS3600 for cases referred on or after May 2016, or earlier if applicable, and with the exception of per diems, the signed and dated documentation by the court (DHS 5308 or petition date stamped from the court) verifying the date that the court has accepted the adoption petition and support documentation .
- b. The MARE rates require a copy of the MARE photo listing and the subsequent MARE "Hold" document.

Contract Number: MA190000001079

Amendment Number: 3

- c. The Residential rate requires a copy of the discharge summary from the residential facility and a copy of the placement record including placement with the prospective adoptive parent prior to filling the petition.
- d. Billing for finalizations requires a copy of the Order of Adoption.
- e. Billing for placement requires a copy of the referral/acceptance form (signed DHS 3600 for cases referred on or after May 2016, or earlier if applicable), Order Terminating Parental Rights and the Order Placing Child.
- f. Disruptions require an Ex Parte Order, or order dismissing, a copy of the initial placement order, initial commitment order, documentation verifying the medical condition of the family member if appropriate, a copy of the placement check and agency disruption report.
- g. When billing for the per diem, each payment voucher shall be child specific. Attached to the initial payment voucher the following documents must be included: the DHS-3600 (for Adoption Services) with the date of acceptance indicated, the signed agreement of intent to adopt by a relative or identified family (for matched cases only) and verification from MARE that a complete photo listing or a complete "hold" registration was submitted on the case. The Contractor shall identify in Box 13 of the payment voucher the number of days covered, date range, and the number of per diem billings submitted on behalf of the child.
- h. When requesting an exception to the payment rate, it is the responsibility of the Contractor to demonstrate that requests for adoption assistance eligibility determination or MCI consent or obtaining fingerprint results delayed the adoption placement. If the delay was caused by submission of incomplete paperwork or a lack of response to requests for information, the consideration for exception will be denied. There is a thirty (30) day standard of promptness for adoption assistance eligibility determinations, MCI regular and expedited consent requests and obtaining fingerprint results and a ninety (90) day standard of promptness for MCI consent requests on competing parties. If information is missing, incomplete, or unclear and needing follow-up, the standard of promptness timeframe will not begin until all needed information is available for review, including legal documents and information needed to fulfill policy requirements. Delays caused by the local MDHHS office will be considered on an individual case basis. The Adoption Payment Exception Request, DHS 832 form and supporting documents must be submitted with the completed MDHHS-5602.

Contract Number: MA190000001079

Amendment Number: 3

- i. The ICPC rate(s) require copies of the ICPC referral, DHS-3600 (for Adoption Services), adoptive family home study, adoption supervision reports (if applicable), Order Terminating Parental Rights (Permanent Court Ward/Commitment), Adoption Petition documentation and Order of Adoption, if applicable.
- j. Billings for competing parties, in which the case would be eligible for a rate less than the Baseline rate and the Contractor is requesting the Baseline rate, requires the Contractor to submit a Competing Party Rate Exception Request (MDHHS-5445) and copies of the case acceptance documentation, dates of the initial inquiry, and DHS-4809 from each competing party and copies of the adoption assessment(s) for each competing party.

Article VII

In Section 3., MDHHS RESPONSIBILITIES, Item 3.1, Payment, shall be deleted and replaced with:

3. MDHHS RESPONSIBILITIES

3.1. Payment

Refer to Schedule B Pricing Matrix for Adoption Payments.

Article VIII

In Section 4., STANDARD TERMS, Item 4.42, Nondiscrimination, shall be deleted and replaced with:

4. STANDARD TERMS

4.42 Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and [Executive Directive 2019-09](#), Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

Contract Number: MA190000001079
Amendment Number: 3

Article IX

Schedule B Pricing Matrix., Item 3.1, Payment, shall be moved to Schedule B Pricing Matrix and Items a., c., g. and Classroom Training Payment shall be amended as follows:

Contract Number: MA190000001079
 Amendment Number: 3

**State of Michigan
 Michigan Department of Health and Human Services**

**MA190000001079
 Adoption – A17-41003**

**SCHEDULE B
 PRICING MATRIX**

Contract Period	Contract Amount
Begin date through September 30, 2020	\$4,400,000.00
Total	\$4,400,000.00

MDHHS shall make payments to the Contractor pursuant to MCL 17.51-17.57 and State of Michigan Financial Management Guide, Part II-Accounting and Financial Reporting, Chapter 25, Section 100, "Prompt Payment for Goods and Services."

- a. MDHHS shall make the following payments to the Contractor beginning October 1, 2018 for cases where the date of the signed documentation from the court (DHS 5308 or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation is on or after October 1, 2018:

Rate Category	Placement	Finalization	Permanency
Early Adoption Level 2	\$7,590	\$3,795	\$1,265
Early Adoption Level 1	\$6,600	\$3,300	\$1,100
Baseline	\$5,940	\$2,970	\$990
Late Adoption Level 1	\$5,280	\$2,640	\$880
Late Adoption Level 2	\$3,300	\$1,650	\$550
Late Adoption Level 3	\$2,640	\$1,320	\$440
Late Adoption Level 4	\$1,980	\$990	\$330
MARE	\$13,464	\$6,732	\$2,244
Residential	\$8,778	\$4,389	\$1,463
In-State Transfer Services	\$3,300		
ICPC Existing Services – Michigan Case	\$3,300		
ICPC New Services – Michigan Case	\$3,850		
ICPC- Case from another ICPC participating state through ICPC (non-Michigan ward) – Adoptive Home Study Denial	\$2,200		

Contract Number: MA190000001079

Amendment Number: 3

ICPC case from another ICPC participating state through ICPC (non-Michigan ward) – Adoptive Home Study Approval	\$2,200
ICPC case from another ICPC participating state through ICPC (non-Michigan ward) – Adoption Supervision with applicable reports	\$550 at Placement \$550 at Finalization

b. Per Diem Payments

For each child where the adoption case is referred to the Contractor by MDHHS, the Contractor shall receive payment of \$20.00 per diem for each day of adoptive services from acceptance of the case (DHS 3600 for cases referred on or after October 2016, or earlier if applicable) to the date of the signed documentation from the court (DHS 5308 or petition date stamped by the court) verifying that the court has accepted the petition and support documentation, or for one hundred fifty (150) days, whichever comes first. The maximum per diem payment amount per child is \$3,000.

For adoption cases referred on or after October 2016, the Contractor may bill for the full per diem amount of \$3,000. In the event that the Contractor receives the full per diem amount on a case which is not assigned to the Contractor for 150 days, the Contractor will be responsible for repayment of the per diem at a rate of \$20.00 for each day in which they received a per diem payment and were no longer assigned to the case.

All per diem payment requests must include verification from MARE that either a complete photo listing or a complete hold registration was submitted to MARE on the case.

Payment of the initial placement rate: the total of all per diem payments for each child shall be deducted from the applicable placement rate to be paid.

c. Adoption Training Payments

The Contractor must submit the following with the completed MDHHS-5602 to the Office of Child Welfare Policy and Programs in central office:

- 1) A copy of the transcript reflecting the completion of the CWTI pre-service training for each adoption worker.
- 2) A statement confirming that 50% of the adoption worker's adoption caseload will be children in the MDHHS foster care system.

Contract Number: MA190000001079

Amendment Number: 3

d. Placement Disruption

Payment after Placement for adoptions ending in disruption will only be made in the following cases:

Disruption Due to Medical Condition of Prospective Family Member: If the adoptive family experiences a documented chronic medical condition requiring long term care, or a condition anticipated to result in the death of a family member after the adoptive placement of a child, the Contractor shall be eligible for a per-diem rate. The payment shall be a portion of the appropriate rate for finalization, which shall be established by dividing the duration (number of days) of the adoptive placement until disruption by 182 days. The disruption rate shall not exceed the rate that would have otherwise been paid had finalization occurred.

- 1) Death of an Adoptive Child: In cases where a child dies between order placing in the adoptive home and the final order of adoption, the Contractor shall be eligible for a per-diem from the date of placement to the date of death (unless cause of death is determined to be neglect or abuse) not to exceed the rate that would have otherwise been paid had finalization occurred.
- 2) Disruption after Order Placing Child in the adoptive home: When the disruption order is issued more than 182 days from the date of the order placing the child in the adoptive home, the Contractor shall be paid the full finalization rate.
- 3) Disruption of Placement Determined by MCI Superintendent: In a case where the child is placed in a home based on the decision of the MCI Superintendent, against the recommendation of the Contractor, the Contractor shall be eligible for a per-diem rate. The payment shall be a portion of the appropriate rate for finalization, which shall be established by dividing the duration (number of days) of the adoptive placement until disruption by 182 days. The disruption rate shall not exceed the rate that would have otherwise been paid had finalization occurred. Payment for subsequent placements will not reflect a disruption.

e. Adoption Dissolution

MDHHS shall recover, from the Contractor, the Permanency Unit Rate for adoptions that end in dissolution within 182 days of issuance of an Order of Adoption.

f. Payment – Re-Placement of Child after Disruption by Same Contractor

Re-placement of child photo listed on MARE or from a Residential facility:

Subsequent adoptive placement and finalization by the same Contractor (that placed the child in the disrupted/dissolved home) for a child previously reimbursed at one of the MARE rates or the Residential rate, shall not exceed the Baseline rate for a second adoptive placement/finalization. The maximum rate for any re-placement of a child photo

Contract Number: MA190000001079

Amendment Number: 3

listed on MARE or from a Residential facility beyond the second placement shall not exceed the Late Adoption Penalty Level 3 rate if paid to the same Contractor.

Re-placement by the same Contractor of a child under any rate other than a MARE or Residential rate shall not exceed the Baseline rate.

Exceptions may be made to the re-placement rate. The Contractor must submit documentation of efforts that were required to prepare a child for subsequent placement and the recruitment of an adoptive family. Submit request for exceptions to the Adoption Analyst in MDHHS Central Office and stipulate the rate requested.

g. Unit Definitions

1) Unit Title: Per Diem Payments

For each child where the adoption case is referred to the Contractor by MDHHS , the Contractor shall receive payment of \$20.00 per diem for each day of adoptive services from acceptance of the case (signed DHS 3600 for cases referred on or after October 2016, or earlier if applicable) to date of the signed documentation from the court (DHS 5308 or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation, or for one hundred fifty (150) days, whichever comes first. The maximum per diem payment amount per child is \$3,000.

The total amount paid for the per diem rate will be deducted from the applicable placement rate when the child is placed for adoption.

The Contractor must submit the signed Individual Service Agreement (DHS-3600) (for Adoption Services) with the effective date indicated, the completed Adoption Payment Voucher (MDHHS-5602), verification from MARE that either a complete photo listing or a complete hold registration was submitted to MARE on the case, and the signed DHS-4809 (if applicable).

For adoption cases referred on or after October 2016, the Contractor may bill for the full per diem amount of \$3,000. In the event that the Contractor receives the full per diem amount on a case which is not assigned to the Contractor for 150 days, the Contractor will be responsible for repayment of the per diem at a rate of \$20.00 for each day in which they received a per diem payment and were no longer assigned to the case.

2) Unit Title: Placement

All unit definitions below are based on the length of time from the receipt of the written order from the court terminating all parental rights or, the date on which the DHS-3600 is fully executed, whichever is later; to the date of the signed documentation from the court (DHS 5308 or petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation.

If the child's goal changes from adoption to another goal and then changes back to the goal of adoption, the Contractor must obtain a new DHS-3600 for adoption services for the updated goal of adoption.

Contract Number: MA190000001079

Amendment Number: 3

The Contractor must submit the Order Terminating Parental Rights, signed and dated documentation from the court (DHS 5308 or petition date stamped from the court) verifying the date that the court has accepted the adoption petition and support documentation, the Adoption Petition documentation and the Acceptance of Case Transfer documents (DHS3600) if applicable. The document indicating the date of acceptance must be signed by a MDHHS representative as verification. If there was a per diem payment for the case prior to placement the Contractor must note the per diem amount previously billed on the MDHHS-5602.

3) Unit Title: Finalization

Unit Definition: One unit equals receipt of an Order of Adoption for a child for whom a Placement rate was paid.

4) Unit Title: Permanency

Unit Definition: One unit equals an adoption that does not end in dissolution within 182 days of the issuance of an Order of Adoption. The Permanency Unit Rate shall be paid at the same time as the Finalization Unit Rate. The Contractor will be responsible for repayment of the Permanency Unit Rate for those cases for which the adoption ended in dissolution.

5) Unit Title: Early Adoption – Level 2

Unit Definition: The DHS-5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court one hundred eighty (180) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

6) Unit Title: Early Adoption - Level 1

Unit Definition: The DHS-5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed by the court more than one hundred eighty (180) days but two hundred forty (240) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

7) Unit Title: Baseline

Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than two hundred forty (240) days, but three hundred (300) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

8) Unit Title: Late Adoption - Level 1

Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than three hundred (300) days, but three hundred sixty-five (365) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

9) Unit Title: Late Adoption - Level 2

Contract Number: MA190000001079

Amendment Number: 3

Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than three hundred sixty-five (365) days, but five hundred forty-five (545) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

10) Unit Title: Late Adoption - Level 3

Unit Definition: The Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than five hundred forty-five (545) days, but seven hundred thirty (730) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

11) Unit Title: Late Adoption – Level 4

Unit Definition: The Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than seven hundred thirty (730) days after the date of placement as defined in Subsection 3.1.g., 2) above.

12) Unit Title: MARE

Unit Definition: The Order Placing Child is signed and dated by the court for a child who has been registered for photo listing on MARE.

a) The Contractor is eligible for the MARE rate if at the time of referral, there was no identified adoptive resource. The Contractor must register the child for photo listing per policy requirements after acceptance of the case if no adoptive resource has been identified. If the Contractor applies for the MARE rate there must be a written explanation of why the adoptive family was not identified as a potential adoptive resource within the first 30 days after acceptance of the case.

b) The Contractor is not eligible for the MARE rate if the Contractor photo lists the child. The exception to allow for payment of the MARE rate to the supervising agency requires the Contractor to submit a written request verifying that the child was photo listed for six (6) months and documentation must be provided to demonstrate the family is a newly approved recruited family and the following conditions are true:

- i. The identified family is not a relative or foster parent to the adoptive child.
- ii. The identified family has either not previously provided care for the child or has previously provided care and during the time that the child was photo listed had indicated in writing that they were not interested in adopting the child. The written document from the family must be submitted with the MARE payment request.

13) Unit Title: Residential

Unit Definition: The Order Placing Child is signed and dated by the court for a child who has been placed in residential care (defined as staffed institutional care, not including foster group homes) and the child is under the Contractor's supervision for Adoption Services.

14) Unit Title: MARE and Residential Rate with Pre-placement

Contract Number: MA190000001079

Amendment Number: 3

Unit Definition: When a child photo-listed with MARE or in a Residential facility is placed into a prospective adoptive home through a foster care placement to allow for a period of adjustment and supervision (prior to petition to place for adoption), the reimbursement for the appropriate rate shall be calculated based on the date the pre-placement began.

The MARE and Residential Rate will be applied when the signed documentation from the court (DHS 5308 or petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation is within two hundred seventy (270) days of placing the child in the home for foster care services.

15) Unit Title: In-State Transfer Services

Unit Definition: The Contractor completes satisfactory services requested for pre-placement activities for a child under the supervision of the Contractor and referred for adoptive placement to another contractor or MDHHS local office. The MDHHS monitor for the foster care case shall define satisfactory services.

16) Unit Title: ICPC Existing Services – Michigan Case

Unit Definition: A child under the adoption services supervision of the Contractor is referred for adoptive placement through a private or public agency in the state where the adoptive family resides, and the child has previously been placed with the family through Interstate foster/relative care prior to termination of parental rights and assignment of an adoption worker.

17) Unit Title: ICPC New Services – Michigan Case

Unit Definition: A child under the adoption services supervision of the Contractor is referred for adoptive placement through a private or public agency in the state where the adoptive family resides, and the child has not been placed with the family through Interstate foster/relative care prior to termination of parental rights and assignment of an adoption worker.

18) Unit Title: ICPC - Case Referred from Other U.S. States

A child under the child welfare system of another ICPC participating state is referred to Michigan for adoption services through ICPC. DHS-3600 (for Adoption Services) is required from the local Michigan county.

19) Unit Title: Competing Parties

The rate paid on a competing parties' case in the following scenarios shall not fall below the "Baseline" rate category, unless an agency has failed to act according to the timeframes outlined in policy.

- a) More than one party is interested at the same time in adopting a particular child or sibling group and is assessed by the contractor in one of the following formats: Preliminary Adoptive Family Assessment, BCAL 3130 Initial Foster Home/Adoption Evaluation, or DHS 612, Adoptive Family Assessment Addendum.

Contract Number: MA190000001079

Amendment Number: 3

- b) Two or more parties had to be assessed to adopt a particular child or sibling group and were assessed by the contractor in one of the following formats: Preliminary Adoptive Family Assessment, BCAL 3130 Initial Foster Home/Adoptive Family Assessment Evaluation, or DHS612, Adoptive Family Assessment Addendum.

h. Adoption Training Payments

A payment will be made to the Contractor for each staff that completes adoption training and passes competency tests as required:

- 1) Completion of the Caseworker Training
Payment will be \$6,000 for completion of a MDHHS Pre-Service Institute training that includes a total of nine weeks of competency-based classroom and field training within 16 weeks of hire.
- 2) Completion of the Child Welfare Certificate (CWC) Training
Payment will be a maximum of \$3,000, calculated on an actual cost reimbursement basis, for completion of the Office of Workforce Development and Training (OWDT)-CWC training. This training includes a minimum of five weeks of competency-based classroom, and field training if the caseworker certificate holder passes the competency evaluation.
- 3) Completion of the Child Welfare Supervisor Training.
Payment will be a maximum of \$1500, calculated on an actual cost reimbursement basis for completion of the Supervisor Training. This includes a minimum of one week of training within 90 days of hire/promotion if the supervisor passes the competency-based evaluation including the written exam through OWDT.

All supervisors hired on or after January 1, 2017 must complete the Supervisor Training and pass the competency evaluation.

- 4) Completion of the adoption Program Specific Transfer Training (PSTT) within 6 months of hire.
Payment will be a maximum of \$2,800, calculated on an actual cost reimbursement basis for completion of the adoption PSTT training. This training is the same as the Adoption Core Training for adoption caseworkers. If a supervisor has completed this training as a caseworker since April 1, 2006, the training does not need to be repeated. If a supervisor has not completed this training since April 1, 2006, they need to complete this PSTT Training within 6 months of hire.
 - a) For all Contractor staff hired on or after May 1, 1998 attending required OWDT-PSI, PSTT, and supervisor training, MDHHS-OWDT shall reimburse the Contractor at the Contractor's normal rate of reimbursement or State rates, whichever is less for staff trainee expenditures incurred as part of OWDT attendance. MDHHS-OWDT does not cover travel reimbursement for in-service training. Travel reimbursement

Contract Number: MA190000001079

Amendment Number: 3

shall be limited to lodging, mileage and parking and bridge toll with the following conditions:

- i. For each trainee who attends the training session, MDHHS shall reimburse the Contractor up to five nights (Sunday night thru Thursday night) lodging per week if lodging expense is incurred. If training continues for two consecutive weeks or longer and the cost of lodging is less than the mileage cost to travel to and from the Contractor's facility over the intervening weekend, the Contractor may request the director of OWDT in advance for a travel exception for weekend lodging.
- ii. For each mile of travel to an OWDT training session closest to the Contractor's site, MDHHS shall reimburse the Contractor for mileage to and from the training and the trainee's assigned work location or home, whichever is closer. The applicable State rate for mileage shall be the lesser of the Contractor's prevailing rate or the State's standard rate.
- iii. Parking shall be reimbursed at one-time daily parking or continuous daily metered parking actual cost, documented with a receipt.
- iv. MDHHS shall not reimburse travel costs for Contractor staff who attend more than one session (i.e., are required to repeat attendance due to absence or failure to successfully complete a session) without prior approval from DCWL. Refer to the OWDT web site for current reimbursement information for OWDT training at http://www.michigan.gov/mdhhs/0,5885,7-339-71551_11120_74572---,00.html

5) Classroom Training Payment

- a) The Contractor must submit a signed and dated agency letterhead memo attached to the MDHHS-5602 Payment Request that includes the following information:
 - i. Worker name
 - ii. Training, type, i.e. PSST, PSI etc.
 - iii. Training dates (time span in training)
 - iv. Amount of reimbursement requested.
 - v. A copy of the transcript reflecting the completion of the training for each adoption
 - vi. worker and supervisor covered by the payment voucher. This is required before accounting will issue payment.
 - vii. Memo signed by senior management; not the individual who attended training confirming that 50% of the adoption workers adoption caseload will be children in the MDHHS foster care system.
- b) The information must be submitted to: MDHHS, Office of Child Welfare Policy and Programs, PO Box 30037, 235 S. Grand Ave., Ste. 514, Lansing, MI. 48909.

6) Training Travel Reimbursement

The Contractor must submit:

Contract Number: MA190000001079

Amendment Number: 3

- a) Certification letter on agency letterhead signed and dated by senior management to include:
 - i. Agency Federal ID Number/SIGMA Vendor Number
 - ii. Exact trainee name as registered in the Learning Management System
 - iii. Exact class name
 - iv. Beginning and ending travel dates
 - v. Amount of reimbursement requested
- b) OWDT travel expense worksheet or agency created travel expense sheet.
- c) MapQuest printouts for each travel route. Submit the first page of the printout only – Page 1 – with total mileage traveled.
- d) All original receipts.
- e) Transcripts showing the training completed.

- f) Please submit the above information by email to:

MDHHS-OWDTtrainingvouchers@michigan.gov

Or by US Mail to:

Ingham County MDHHS/OWDT
Attention: Travel Reimbursement
PO Box 30088
5303 S. Cedar Street – Building 3
Lansing, MI 48911

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

Exhibit B

CONTRACT NUMBER: MA 190000001069

AMENDMENT NUMBER: 3

Between

**THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

And

CONTRACTOR	St. Vincent Catholic Charities
CONTRACTOR ADDRESS	2800 W. Willow St., Lansing, MI 48917
CONTRACTOR EMAIL	Seykaa@stvcc.org

STATE CONTACT	NAME	EMAIL
Contract Administrator	Cathe Hoover	HooverC3@michigan.gov
BGP Analyst	Katie McFarland	McFarlandK1@michigan.gov

CONTRACT SUMMARY			
SERVICE DESCRIPTION	Adoption – A17-33001		
GEOGRAPHIC AREA	Statewide		
INITIAL EFFECTIVE DATE	10/01/2016	CURRENT EXPIRATION DATE	09/30/2019
CURRENT CONTRACT VALUE	\$1,250,000.00		
CONTRACT TYPE	Unit Rate/Per Diem		

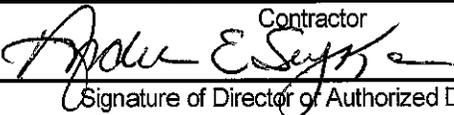
AMENDMENT DESCRIPTION			
EXTEND EXPIRATION DATE	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	NEW EXPIRATION DATE 09/30/2020
AMENDMENT AMOUNT	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$.00	<input type="checkbox"/> INCREASE	<input type="checkbox"/> DECREASE	\$1,250,000.00
NATURE OF CHANGE	This amendment will extend the contract one year, move the payment schedule to Schedule B, change language, and change the contract number.		

The undersigned have the lawful authority to bind the Contractor and the Michigan Department of Health and Human Services (MDHHS) to the terms set forth in this Contract.

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

FOR THE CONTRACTOR:

St. Vincent Catholic Charities

 Contractor


 Signature of Director or Authorized Designee
 ANDREA E. SEYKA

 Print Name
 9/24/19

 Date

FOR THE STATE:

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

 Signature of Director or Authorized Designee
 Christine H. Sanches
 Director, Bureau of Grants and Purchasing

 Print Name

 Date

Contract Number: MA190000001069
Amendment Number: 3

**STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as "MDHHS") entered into a Contract effective 10/01/2016, with St. Vincent Catholic Charities (hereinafter referred to as "Contractor"), having a mailing address of 2800 W. Willow St., Lansing, MI 48917 for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to the Contractor to amend the aforesaid Contract.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Contract. This amendment shall be attached to the Contract, said Contract being hereby reaffirmed and made a part hereof.

Article I

This amendment shall be effective on October 1, 2019.

Article II

The Contract Number shall be changed from A17-33001 to MA190000001069.

Article III

MDHHS will exercise the first of two, one-year options to renew. Therefore, the end date of the Contract shall be changed from September 30, 2019 to September 30, 2020.

Article IV

In Section 1., Program Requirements, Item 1.1, Client Eligibility Criteria, a., shall be deleted and replaced with:

1.1. Client Eligibility Criteria

- a. The Contractor shall perform activities for Michigan permanent wards who are Title IV-E funded and Michigan Children's Institute (MCI) wards for which adoption is the plan or for children from a participating Inter-State Compact (ICPC) state's child welfare system that has been referred for adoption services to Michigan through ICPC. Any exceptions to these criteria must be approved by the MDHHS Central Office Adoption Program Manager.

Contract Number: MA190000001069

Amendment Number: 3

Article V

In Section 2., CONTRACTOR RESPONSIBILITIES, Item 2.9, Compliance Requirements, h., and i., shall be deleted and replaced with:

2. CONTRACTOR RESPONSIBILITIES

2.9 Compliance Requirements

h. Compliance with MDHHS Modified Implementation, Sustainability, and Exit Plan

The Contractor shall ensure compliance with all applicable provisions and requirements of Dwayne B. v. Snyder, et al., 2:06-cv-13548, Modified Implementation Sustainability and Exit Plan.

i. Additional Compliance Provisions

- 1) 1984 Public Act, 114, as amended, being M.C.L. 3.711 *et seq.*, Interstate Compact on the Placement of Children.
- 2) 1939 Public Act 288, Chapter X, being M.C.L. 710.1 *et seq.*, Michigan Adoption Code.
- 3) 1984 Public Act 203, as amended, being M.C.L. 722.951 *et seq.*, Michigan Foster Care and Adoption Services Act.
- 4) 1975 Public Act 238, as amended, being M.C.L. 722.621 *et seq.*, Child Protection Law.
- 5) 1982 Public Act 162, as amended, being M.C.L. 450.2101 *et seq.*, Michigan Nonprofit Corporation Act.
- 6) 1994 Public Act 204, as amended, being M.C.L. 722.921 *et seq.*, Michigan Children's Ombudsman Act.
- 7) 1973 Public Act 116, as amended, being M.C.L. 722.111 *et seq.*, Michigan Child Care Organization Act.
- 8) The Social Security Act as amended by the Multiethnic Placement Act of 1994 (MEPA); Public Law 103-382, and as amended by Section 1808 of the Small Business Job Protection, the Interethnic Adoption Provision (IEAP).
- 9) The Indian Child Welfare Act (ICWA); Public Law 95-608 being 25 U.S.C. 1901 *et seq.*
- 10) 1976 Public Act 453, as amended, being M.C.L. 37.2101 *et seq.*, Elliott-Larsen Civil Rights Act.
- 11) Preventing Sex Trafficking and Strengthening Families Act, Federal PL 113-183
- 12) P.L. 110-351, known as the Fostering Connections to Success and Increasing Adoptions Act of 2008.

Contract Number: MA190000001069
Amendment Number: 3

- 13) Social Security Act, 42 USC 671(a)(20)
- 14) Federal Bureau of Investigation (FBI), Criminal Justice Information Services (CJIS) Security Policy located on the following link: <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center>
- 15) 2017 Public Acts 246 through 255, Michigan Opioid Laws

Article VI

In Section 2., CONTRACTOR RESPONSIBILITIES, Item 2.17, Billing, shall be deleted and replaced with:

2. CONTRACTOR RESPONSIBILITIES

2.17. Billing

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

The Contractor shall submit a MDHHS-5602 to:

Michigan Department of Health and Human Services
Office of Child Welfare Policy and Programs
Suite 514 PO Box 30037
Lansing, MI 48909

The MDHHS - 5602 shall indicate the title of the service provided and the pre - adoptive and adoptive name, case ID and date of birth of the child served. The MDHHS-5602 and any subsequent corrections must be completed and received in the Office of Child Welfare Policy and Programs within 120 days of the date of the placement or finalization, whichever is applicable, as those terms are defined in Section I(M)(2-3) of this Contract.

- a. Billing for all designated services including: per diem, placement, finalization, permanency, and disruptions, require a copy of the Order Terminating Parental Rights (Permanent Court Ward/Commitment), the signed DHS3600 for cases referred on or after May 2016, or earlier if applicable, and with the exception of per diems, the signed and dated documentation by the court (DHS 5308 or petition date stamped from the court) verifying the date that the court has accepted the adoption petition and support documentation .
- b. The MARE rates require a copy of the MARE photo listing and the subsequent MARE "Hold" document.

Contract Number: MA190000001069
Amendment Number: 3

- c. The Residential rate requires a copy of the discharge summary from the residential facility and a copy of the placement record including placement with the prospective adoptive parent prior to filling the petition.
- d. Billing for finalizations requires a copy of the Order of Adoption.
- e. Billing for placement requires a copy of the referral/acceptance form (signed DHS 3600 for cases referred on or after May 2016, or earlier if applicable), Order Terminating Parental Rights and the Order Placing Child.
- f. Disruptions require an Ex Parte Order, or order dismissing, a copy of the initial placement order, initial commitment order, documentation verifying the medical condition of the family member if appropriate, a copy of the placement check and agency disruption report.
- g. When billing for the per diem, each payment voucher shall be child specific. Attached to the initial payment voucher the following documents must be included: the DHS-3600 (for Adoption Services) with the date of acceptance indicated, the signed agreement of intent to adopt by a relative or identified family (for matched cases only) and verification from MARE that a complete photo listing or a complete "hold" registration was submitted on the case. The Contractor shall identify in Box 13 of the payment voucher the number of days covered, date range, and the number of per diem billings submitted on behalf of the child.
- h. When requesting an exception to the payment rate, it is the responsibility of the Contractor to demonstrate that requests for adoption assistance eligibility determination or MCI consent or obtaining fingerprint results delayed the adoption placement. If the delay was caused by submission of incomplete paperwork or a lack of response to requests for information, the consideration for exception will be denied. There is a thirty (30) day standard of promptness for adoption assistance eligibility determinations, MCI regular and expedited consent requests and obtaining fingerprint results and a ninety (90) day standard of promptness for MCI consent requests on competing parties. If information is missing, incomplete, or unclear and needing follow-up, the standard of promptness timeframe will not begin until all needed information is available for review, including legal documents and information needed to fulfill policy requirements. Delays caused by the local MDHHS office will be considered on an individual case basis. The Adoption Payment Exception Request, DHS 832 form and supporting documents must be submitted with the completed MDHHS-5602.

Contract Number: MA190000001069
Amendment Number: 3

- i. The ICPC rate(s) require copies of the ICPC referral, DHS-3600 (for Adoption Services), adoptive family home study, adoption supervision reports (if applicable), Order Terminating Parental Rights (Permanent Court Ward/Commitment), Adoption Petition documentation and Order of Adoption, if applicable.
- j. Billings for competing parties, in which the case would be eligible for a rate less than the Baseline rate and the Contractor is requesting the Baseline rate, requires the Contractor to submit a Competing Party Rate Exception Request (MDHHS-5445) and copies of the case acceptance documentation, dates of the initial inquiry, and DHS-4809 from each competing party and copies of the adoption assessment(s) for each competing party.

Article VII

In Section 3., MDHHS RESPONSIBILITIES, Item 3.1, Payment, shall be deleted and replaced with:

3. MDHHS RESPONSIBILITIES

3.1. Payment

Refer to Schedule B Pricing Matrix for Adoption Payments.

Article VIII

In Section 4., STANDARD TERMS, Item 4.42, Nondiscrimination, shall be deleted and replaced with:

4. STANDARD TERMS

4.42 Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09, Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

Contract Number: MA190000001069
Amendment Number: 3

Article IX

Schedule B Pricing Matrix., Item 3.1, Payment, shall be moved to Schedule B Pricing Matrix and Items a., c., g. and Classroom Training Payment shall be amended as follows:

Contract Number: MA190000001069
 Amendment Number: 3

**State of Michigan
 Michigan Department of Health and Human Services**

**MA190000001069
 Adoption – A17-33001**

**SCHEDULE B
 PRICING MATRIX**

Contract Period	Contract Amount
Begin date through September 30, 2020	\$1,250,000.00
Total	\$1,250,000.00

MDHHS shall make payments to the Contractor pursuant to MCL 17.51-17.57 and State of Michigan Financial Management Guide, Part II-Accounting and Financial Reporting, Chapter 25, Section 100, "Prompt Payment for Goods and Services."

- a. MDHHS shall make the following payments to the Contractor beginning October 1, 2018 for cases where the date of the signed documentation from the court (DHS 5308 or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation is on or after October 1, 2018:

Rate Category	Placement	Finalization	Permanency
Early Adoption Level 2	\$7,590	\$3,795	\$1,265
Early Adoption Level 1	\$6,600	\$3,300	\$1,100
Baseline	\$5,940	\$2,970	\$990
Late Adoption Level 1	\$5,280	\$2,640	\$880
Late Adoption Level 2	\$3,300	\$1,650	\$550
Late Adoption Level 3	\$2,640	\$1,320	\$440
Late Adoption Level 4	\$1,980	\$990	\$330
MARE	\$13,464	\$6,732	\$2,244
Residential	\$8,778	\$4,389	\$1,463
In-State Transfer Services	\$3,300		
ICPC Existing Services – Michigan Case	\$3,300		
ICPC New Services – Michigan Case	\$3,850		
ICPC- Case from another ICPC participating state through ICPC (non-Michigan ward) – Adoptive Home Study Denial	\$2,200		

Contract Number: MA190000001069

Amendment Number: 3

ICPC case from another ICPC participating state through ICPC (non-Michigan ward) – Adoptive Home Study Approval	\$2,200
ICPC case from another ICPC participating state through ICPC (non-Michigan ward) – Adoption Supervision with applicable reports	\$550 at Placement \$550 at Finalization

b. Per Diem Payments

For each child where the adoption case is referred to the Contractor by MDHHS, the Contractor shall receive payment of \$20.00 per diem for each day of adoptive services from acceptance of the case (DHS 3600 for cases referred on or after October 2016, or earlier if applicable) to the date of the signed documentation from the court (DHS 5308 or petition date stamped by the court) verifying that the court has accepted the petition and support documentation, or for one hundred fifty (150) days, whichever comes first. The maximum per diem payment amount per child is \$3,000.

For adoption cases referred on or after October 2016, the Contractor may bill for the full per diem amount of \$3,000. In the event that the Contractor receives the full per diem amount on a case which is not assigned to the Contractor for 150 days, the Contractor will be responsible for repayment of the per diem at a rate of \$20.00 for each day in which they received a per diem payment and were no longer assigned to the case.

All per diem payment requests must include verification from MARE that either a complete photo listing or a complete hold registration was submitted to MARE on the case.

Payment of the initial placement rate: the total of all per diem payments for each child shall be deducted from the applicable placement rate to be paid.

c. Adoption Training Payments

The Contractor must submit the following with the completed MDHHS-5602 to the Office of Child Welfare Policy and Programs in central office:

- 1) A copy of the transcript reflecting the completion of the CWTI pre-service training for each adoption worker.
- 2) A statement confirming that 50% of the adoption worker's adoption caseload will be children in the MDHHS foster care system.

Contract Number: MA190000001069

Amendment Number: 3

d. Placement Disruption

Payment after Placement for adoptions ending in disruption will only be made in the following cases:

Disruption Due to Medical Condition of Prospective Family Member: If the adoptive family experiences a documented chronic medical condition requiring long term care, or a condition anticipated to result in the death of a family member after the adoptive placement of a child, the Contractor shall be eligible for a per-diem rate. The payment shall be a portion of the appropriate rate for finalization, which shall be established by dividing the duration (number of days) of the adoptive placement until disruption by 182 days. The disruption rate shall not exceed the rate that would have otherwise been paid had finalization occurred.

- 1) Death of an Adoptive Child: In cases where a child dies between order placing in the adoptive home and the final order of adoption, the Contractor shall be eligible for a per-diem from the date of placement to the date of death (unless cause of death is determined to be neglect or abuse) not to exceed the rate that would have otherwise been paid had finalization occurred.
- 2) Disruption after Order Placing Child in the adoptive home: When the disruption order is issued more than 182 days from the date of the order placing the child in the adoptive home, the Contractor shall be paid the full finalization rate.
- 3) Disruption of Placement Determined by MCI Superintendent: In a case where the child is placed in a home based on the decision of the MCI Superintendent, against the recommendation of the Contractor, the Contractor shall be eligible for a per-diem rate. The payment shall be a portion of the appropriate rate for finalization, which shall be established by dividing the duration (number of days) of the adoptive placement until disruption by 182 days. The disruption rate shall not exceed the rate that would have otherwise been paid had finalization occurred. Payment for subsequent placements will not reflect a disruption.

e. Adoption Dissolution

MDHHS shall recover, from the Contractor, the Permanency Unit Rate for adoptions that end in dissolution within 182 days of issuance of an Order of Adoption.

f. Payment – Re-Placement of Child after Disruption by Same Contractor

Re-placement of child photo listed on MARE or from a Residential facility:

Subsequent adoptive placement and finalization by the same Contractor (that placed the child in the disrupted/dissolved home) for a child previously reimbursed at one of the MARE rates or the Residential rate, shall not exceed the Baseline rate for a second adoptive placement/finalization. The maximum rate for any re-placement of a child photo

Contract Number: MA190000001069
Amendment Number: 3

listed on MARE or from a Residential facility beyond the second placement shall not exceed the Late Adoption Penalty Level 3 rate if paid to the same Contractor.

Re-placement by the same Contractor of a child under any rate other than a MARE or Residential rate shall not exceed the Baseline rate.

Exceptions may be made to the re-placement rate. The Contractor must submit documentation of efforts that were required to prepare a child for subsequent placement and the recruitment of an adoptive family. Submit request for exceptions to the Adoption Analyst in MDHHS Central Office and stipulate the rate requested.

g. Unit Definitions

1) Unit Title: Per Diem Payments

For each child where the adoption case is referred to the Contractor by MDHHS , the Contractor shall receive payment of \$20.00 per diem for each day of adoptive services from acceptance of the case (signed DHS 3600 for cases referred on or after October 2016, or earlier if applicable)to date of the signed documentation from the court (DHS 5308 or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation, or for one hundred fifty (150) days, whichever comes first. The maximum per diem payment amount per child is \$3,000.

The total amount paid for the per diem rate will be deducted from the applicable placement rate when the child is placed for adoption.

The Contractor must submit the signed Individual Service Agreement (DHS-3600) (for Adoption Services) with the effective date indicated, the completed Adoption Payment Voucher (MDHHS-5602), verification from MARE that either a complete photo listing or a complete hold registration was submitted to MARE on the case, and the signed DHS-4809 (if applicable).

For adoption cases referred on or after October 2016, the Contractor may bill for the full per diem amount of \$3,000. In the event that the Contractor receives the full per diem amount on a case which is not assigned to the Contractor for 150 days, the Contractor will be responsible for repayment of the per diem at a rate of \$20.00 for each day in which they received a per diem payment and were no longer assigned to the case.

2) Unit Title: Placement

All unit definitions below are based on the length of time from the receipt of the written order from the court terminating all parental rights or, the date on which the DHS-3600 is fully executed, whichever is later; to the date of the signed documentation from the court (DHS 5308 or petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation.

If the child's goal changes from adoption to another goal and then changes back to the goal of adoption, the Contractor must obtain a new DHS-3600 for adoption services for the updated goal of adoption.

Contract Number: MA190000001069
Amendment Number: 3

The Contractor must submit the Order Terminating Parental Rights, signed and dated documentation from the court (DHS 5308 or petition date stamped from the court) verifying the date that the court has accepted the adoption petition and support documentation, the Adoption Petition documentation and the Acceptance of Case Transfer documents (DHS3600) if applicable. The document indicating the date of acceptance must be signed by a MDHHS representative as verification. If there was a per diem payment for the case prior to placement the Contractor must note the per diem amount previously billed on the MDHHS-5602.

- 3) Unit Title: Finalization
Unit Definition: One unit equals receipt of an Order of Adoption for a child for whom a Placement rate was paid.
- 4) Unit Title: Permanency
Unit Definition: One unit equals an adoption that does not end in dissolution within 182 days of the issuance of an Order of Adoption. The Permanency Unit Rate shall be paid at the same time as the Finalization Unit Rate. The Contractor will be responsible for repayment of the Permanency Unit Rate for those cases for which the adoption ended in dissolution.
- 5) Unit Title: Early Adoption – Level 2
Unit Definition: The DHS-5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court one hundred eighty (180) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.
- 6) Unit Title: Early Adoption - Level 1
Unit Definition: The DHS-5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed by the court more than one hundred eighty (180) days but two hundred forty (240) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.
- 7) Unit Title: Baseline
Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than two hundred forty (240) days, but three hundred (300) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.
- 8) Unit Title: Late Adoption - Level 1
Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than three hundred (300) days, but three hundred sixty-five (365) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.
- 9) Unit Title: Late Adoption - Level 2

Contract Number: MA190000001069

Amendment Number: 3

Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than three hundred sixty-five (365) days, but five hundred forty-five (545) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

10) Unit Title: Late Adoption - Level 3

Unit Definition: The Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than five hundred forty-five (545) days, but seven hundred thirty (730) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

11) Unit Title: Late Adoption – Level 4

Unit Definition: The Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than seven hundred thirty (730) days after the date of placement as defined in Subsection 3.1.g., 2) above.

12) Unit Title: MARE

Unit Definition: The Order Placing Child is signed and dated by the court for a child who has been registered for photo listing on MARE.

a) The Contractor is eligible for the MARE rate if at the time of referral, there was no identified adoptive resource. The Contractor must register the child for photo listing per policy requirements after acceptance of the case if no adoptive resource has been identified. If the Contractor applies for the MARE rate there must be a written explanation of why the adoptive family was not identified as a potential adoptive resource within the first 30 days after acceptance of the case.

b) The Contractor is not eligible for the MARE rate if the Contractor photo lists the child. The exception to allow for payment of the MARE rate to the supervising agency requires the Contractor to submit a written request verifying that the child was photo listed for six (6) months and documentation must be provided to demonstrate the family is a newly approved recruited family and the following conditions are true:

- i. The identified family is not a relative or foster parent to the adoptive child.
- ii. The identified family has either not previously provided care for the child or has previously provided care and during the time that the child was photo listed had indicated in writing that they were not interested in adopting the child. The written document from the family must be submitted with the MARE payment request.

13) Unit Title: Residential

Unit Definition: The Order Placing Child is signed and dated by the court for a child who has been placed in residential care (defined as staffed institutional care, not including foster group homes) and the child is under the Contractor's supervision for Adoption Services.

14) Unit Title: MARE and Residential Rate with Pre-placement

Contract Number: MA190000001069
Amendment Number: 3

Unit Definition: When a child photo-listed with MARE or in a Residential facility is placed into a prospective adoptive home through a foster care placement to allow for a period of adjustment and supervision (prior to petition to place for adoption), the reimbursement for the appropriate rate shall be calculated based on the date the pre-placement began.

The MARE and Residential Rate will be applied when the signed documentation from the court (DHS 5308 or petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation is within two hundred seventy (270) days of placing the child in the home for foster care services.

15) Unit Title: In-State Transfer Services

Unit Definition: The Contractor completes satisfactory services requested for pre-placement activities for a child under the supervision of the Contractor and referred for adoptive placement to another contractor or MDHHS local office. The MDHHS monitor for the foster care case shall define satisfactory services.

16) Unit Title: ICPC Existing Services – Michigan Case

Unit Definition: A child under the adoption services supervision of the Contractor is referred for adoptive placement through a private or public agency in the state where the adoptive family resides, and the child has previously been placed with the family through Interstate foster/relative care prior to termination of parental rights and assignment of an adoption worker.

17) Unit Title: ICPC New Services – Michigan Case

Unit Definition: A child under the adoption services supervision of the Contractor is referred for adoptive placement through a private or public agency in the state where the adoptive family resides, and the child has not been placed with the family through Interstate foster/relative care prior to termination of parental rights and assignment of an adoption worker.

18) Unit Title: ICPC - Case Referred from Other U.S. States

A child under the child welfare system of another ICPC participating state is referred to Michigan for adoption services through ICPC. DHS-3600 (for Adoption Services) is required from the local Michigan county.

19) Unit Title: Competing Parties

The rate paid on a competing parties' case in the following scenarios shall not fall below the "Baseline" rate category, unless an agency has failed to act according to the timeframes outlined in policy.

- a) More than one party is interested at the same time in adopting a particular child or sibling group and is assessed by the contractor in one of the following formats: Preliminary Adoptive Family Assessment, BCAL 3130 Initial Foster Home/Adoption Evaluation, or DHS 612, Adoptive Family Assessment Addendum.

Contract Number: MA190000001069

Amendment Number: 3

- b) Two or more parties had to be assessed to adopt a particular child or sibling group and were assessed by the contractor in one of the following formats: Preliminary Adoptive Family Assessment, BCAL 3130 Initial Foster Home/Adoptive Family Assessment Evaluation, or DHS612, Adoptive Family Assessment Addendum.

h. Adoption Training Payments

A payment will be made to the Contractor for each staff that completes adoption training and passes competency tests as required:

1) Completion of the Caseworker Training

Payment will be \$6,000 for completion of a MDHHS Pre-Service Institute training that includes a total of nine weeks of competency-based classroom and field training within 16 weeks of hire.

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

Payment will be a maximum of \$3,000, calculated on an actual cost reimbursement basis, for completion of the Office of Workforce Development and Training (OWDT)-CWC training. This training includes a minimum of five weeks of competency-based classroom, and field training if the caseworker certificate holder passes the competency evaluation.

3) Completion of the Child Welfare Supervisor Training.

Payment will be a maximum of \$1500, calculated on an actual cost reimbursement basis for completion of the Supervisor Training. This includes a minimum of one week of training within 90 days of hire/promotion if the supervisor passes the competency-based evaluation including the written exam through OWDT.

All supervisors hired on or after January 1, 2017 must complete the Supervisor Training and pass the competency evaluation.

4) Completion of the adoption Program Specific Transfer Training (PSTT) within 6 months of hire.

Payment will be a maximum of \$2,800, calculated on an actual cost reimbursement basis for completion of the adoption PSTT training. This training is the same as the Adoption Core Training for adoption caseworkers. If a supervisor has completed this training as a caseworker since April 1, 2006, the training does not need to be repeated. If a supervisor has not completed this training since April 1, 2006, they need to complete this PSTT Training within 6 months of hire.

- a) For all Contractor staff hired on or after May 1, 1998 attending required OWDT-PSI, PSTT, and supervisor training, MDHHS-OWDT shall reimburse the Contractor at the Contractor's normal rate of reimbursement or State rates, whichever is less for staff trainee expenditures incurred as part of OWDT attendance. MDHHS-OWDT does not cover travel reimbursement for in-service training. Travel reimbursement

Contract Number: MA190000001069

Amendment Number: 3

shall be limited to lodging, mileage and parking and bridge toll with the following conditions:

- i. For each trainee who attends the training session, MDHHS shall reimburse the Contractor up to five nights (Sunday night thru Thursday night) lodging per week if lodging expense is incurred. If training continues for two consecutive weeks or longer and the cost of lodging is less than the mileage cost to travel to and from the Contractor's facility over the intervening weekend, the Contractor may request the director of OWDT in advance for a travel exception for weekend lodging.
- ii. For each mile of travel to an OWDT training session closest to the Contractor's site, MDHHS shall reimburse the Contractor for mileage to and from the training and the trainee's assigned work location or home, whichever is closer. The applicable State rate for mileage shall be the lesser of the Contractor's prevailing rate or the State's standard rate.
- iii. Parking shall be reimbursed at one-time daily parking or continuous daily metered parking actual cost, documented with a receipt.
- iv. MDHHS shall not reimburse travel costs for Contractor staff who attend more than one session (i.e., are required to repeat attendance due to absence or failure to successfully complete a session) without prior approval from DCWL. Refer to the OWDT web site for current reimbursement information for OWDT training at http://www.michigan.gov/mdhhs/0,5885,7-339-71551_11120_74572--,00.html

5) Classroom Training Payment

- a) The Contractor must submit a signed and dated agency letterhead memo attached to the MDHHS-5602 Payment Request that includes the following information:
 - i. Worker name
 - ii. Training, type, i.e. PSST, PSI etc.
 - iii. Training dates (time span in training)
 - iv. Amount of reimbursement requested.
 - v. A copy of the transcript reflecting the completion of the training for each adoption
 - vi. worker and supervisor covered by the payment voucher. This is required before accounting will issue payment.
 - vii. Memo signed by senior management; not the individual who attended training confirming that 50% of the adoption workers adoption caseload will be children in the MDHHS foster care system.
- b) The information must be submitted to: MDHHS, Office of Child Welfare Policy and Programs, PO Box 30037, 235 S. Grand Ave., Ste. 514, Lansing, MI. 48909.

6) Training Travel Reimbursement

The Contractor must submit:

Contract Number: MA190000001069

Amendment Number: 3

- a) Certification letter on agency letterhead signed and dated by senior management to include:
 - i. Agency Federal ID Number/SIGMA Vendor Number
 - ii. Exact trainee name as registered in the Learning Management System
 - iii. Exact class name
 - iv. Beginning and ending travel dates
 - v. Amount of reimbursement requested
- b) OWDT travel expense worksheet or agency created travel expense sheet.
- c) MapQuest printouts for each travel route. Submit the first page of the printout only – Page 1 – with total mileage traveled.
- d) All original receipts.
- e) Transcripts showing the training completed.

- f) Please submit the above information by email to:

MDHHS-OWDTtrainingvouchers@michigan.gov

Or by US Mail to:

Ingham County MDHHS/OWDT
Attention: Travel Reimbursement
PO Box 30088
5303 S. Cedar Street – Building 3
Lansing, MI 48911

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

Exhibit C

CONTRACT NUMBER: MA 190000001093**AMENDMENT NUMBER:** 3

Between

**THE STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

And

CONTRACTOR	Catholic Charities West MI
CONTRACTOR ADDRESS	360 Division Suite 3A Grand Rapids, MI 49503
CONTRACTOR EMAIL	Aotto@ccwestmi.org

STATE CONTACT	NAME	EMAIL
Contract Administrator	Cathe Hoover	HooverC3@michigan.gov
BGP Analyst	Katie McFarland	McFarlandK1@michigan.gov

CONTRACT SUMMARY			
SERVICE DESCRIPTION	Adoption – A17-61001		
GEOGRAPHIC AREA	Statewide		
INITIAL EFFECTIVE DATE	10/01/2016	CURRENT EXPIRATION DATE	09/30/2019
CURRENT CONTRACT VALUE	\$500,000.00		
CONTRACT TYPE	Unit Rate/Per Diem		

AMENDMENT DESCRIPTION			
EXTEND EXPIRATION DATE	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	NEW EXPIRATION DATE 09/30/2020
AMENDMENT AMOUNT	ESTIMATED REVISED AGGREGATE CONTRACT VALUE		
\$.00	<input type="checkbox"/> INCREASE	<input type="checkbox"/> DECREASE	\$500,000.00
NATURE OF CHANGE	This amendment will extend the contract one year, move the payment schedule to Schedule B, change language, and change the contract number.		

The undersigned have the lawful authority to bind the Contractor and the Michigan Department of Health and Human Services (MDHHS) to the terms set forth in this Contract.

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

FOR THE CONTRACTOR:

Catholic Charities West MI

Contractor

Signature of Director or Authorized Designee

Chris Slater

Print Name

9/24/2019

Date

FOR THE STATE:MICHIGAN DEPARTMENT OF HEALTH AND HUMAN
SERVICES

Signature of Director or Authorized Designee

Christine H. Sanches
Director, Bureau of Grants and Purchasing

Print Name

Date

Contract Number: MA190000001093
Amendment Number: 3

**STATE OF MICHIGAN
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

WHEREAS, the Michigan Department of Health and Human Services (hereinafter referred to as "MDHHS") entered into a Contract effective 10/01/2016, with Catholic Charities West MI (hereinafter referred to as "Contractor"), having a mailing address of 360 Division Suite 3A Grand Rapids, MI 49503 for the provision of certain services as set forth therein; and,

WHEREAS, it is mutually desirable to MDHHS and to the Contractor to amend the aforesaid Contract.

THEREFORE, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Contract. This amendment shall be attached to the Contract, said Contract being hereby reaffirmed and made a part hereof.

Article I

This amendment shall be effective on October 1, 2019.

Article II

The Contract Number shall be changed from A17-61001 to MA190000001093.

Article III

MDHHS will exercise the first of two, one-year options to renew. Therefore, the end date of the Contract shall be changed from September 30, 2019 to September 30, 2020.

Article IV

In Section 1., Program Requirements, Item 1.1, Client Eligibility Criteria, a., shall be deleted and replaced with:

1.1. Client Eligibility Criteria

- a. The Contractor shall perform activities for Michigan permanent wards who are Title IV-E funded and Michigan Children's Institute (MCI) wards for which adoption is the plan or for children from a participating Inter-State Compact (ICPC) state's child welfare system that has been referred for adoption services to Michigan through ICPC. Any exceptions to these criteria

Contract Number: MA190000001093

Amendment Number: 3

must be approved by the MDHHS Central Office Adoption Program Manager.

Article V

In Section 2., CONTRACTOR RESPONSIBILITIES, Item 2.9, Compliance Requirements, h., and i., shall be deleted and replaced with:

2. CONTRACTOR RESPONSIBILITIES

2.9 Compliance Requirements

h. Compliance with MDHHS Modified Implementation, Sustainability, and Exit Plan

The Contractor shall ensure compliance with all applicable provisions and requirements of Dwayne B. v. Snyder, et al., 2:06-cv-13548, Modified Implementation Sustainability and Exit Plan.

i. Additional Compliance Provisions

- 1) 1984 Public Act, 114, as amended, being M.C.L. 3.711 *et seq.*, Interstate Compact on the Placement of Children.
- 2) 1939 Public Act 288, Chapter X, being M.C.L. 710.1 *et seq.*, Michigan Adoption Code.
- 3) 1984 Public Act 203, as amended, being M.C.L. 722.951 *et seq.*, Michigan Foster Care and Adoption Services Act.
- 4) 1975 Public Act 238, as amended, being M.C.L. 722.621 *et seq.*, Child Protection Law.
- 5) 1982 Public Act 162, as amended, being M.C.L. 450.2101 *et seq.*, Michigan Nonprofit Corporation Act.
- 6) 1994 Public Act 204, as amended, being M.C.L. 722.921 *et seq.*, Michigan Children's Ombudsman Act.
- 7) 1973 Public Act 116, as amended, being M.C.L. 722.111 *et seq.*, Michigan Child Care Organization Act.
- 8) The Social Security Act as amended by the Multiethnic Placement Act of 1994 (MEPA); Public Law 103-382, and as amended by Section 1808 of the Small Business Job Protection, the Interethnic Adoption Provision (IEAP).
- 9) The Indian Child Welfare Act (ICWA); Public Law 95-608 being 25 U.S.C. 1901 *et seq.*
- 10) 1976 Public Act 453, as amended, being M.C.L. 37.2101 *et seq.*, Elliott-Larsen Civil Rights Act.
- 11) Preventing Sex Trafficking and Strengthening Families Act, Federal PL 113-183

Contract Number: MA190000001093

Amendment Number: 3

- 12) P.L. 110–351, known as the Fostering Connections to Success and Increasing Adoptions Act of 2008.
- 13) Social Security Act, 42 USC 671(a)(20)
- 14) Federal Bureau of Investigation (FBI), Criminal Justice Information Services (CJIS) Security Policy located on the following link: <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center>
- 15) 2017 Public Acts 246 through 255, Michigan Opioid Laws

Article VI

In Section 2., CONTRACTOR RESPONSIBILITIES, Item 2.17, Billing, shall be deleted and replaced with:

2. CONTRACTOR RESPONSIBILITIES

2.17. Billing

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

The Contractor shall submit a MDHHS-5602 to:

Michigan Department of Health and Human Services
Office of Child Welfare Policy and Programs
Suite 514 PO Box 30037
Lansing, MI 48909

The MDHHS - 5602 shall indicate the title of the service provided and the pre - adoptive and adoptive name, case ID and date of birth of the child served. The MDHHS-5602 and any subsequent corrections must be completed and received in the Office of Child Welfare Policy and Programs within 120 days of the date of the placement or finalization, whichever is applicable, as those terms are defined in Section I(M)(2-3) of this Contract.

- a. Billing for all designated services including: per diem, placement, finalization, permanency, and disruptions, require a copy of the Order Terminating Parental Rights (Permanent Court Ward/Commitment), the signed DHS3600 for cases referred on or after May 2016, or earlier if applicable, and with the exception of per diems, the signed and dated documentation by the court (DHS 5308 or petition date stamped from the court) verifying the date that the court has accepted the adoption petition and support documentation .

Contract Number: MA190000001093

Amendment Number: 3

- b. The MARE rates require a copy of the MARE photo listing and the subsequent MARE "Hold" document.
- c. The Residential rate requires a copy of the discharge summary from the residential facility and a copy of the placement record including placement with the prospective adoptive parent prior to filling the petition.
- d. Billing for finalizations requires a copy of the Order of Adoption.
- e. Billing for placement requires a copy of the referral/acceptance form (signed DHS 3600 for cases referred on or after May 2016, or earlier if applicable), Order Terminating Parental Rights and the Order Placing Child.
- f. Disruptions require an Ex Parte Order, or order dismissing, a copy of the initial placement order, initial commitment order, documentation verifying the medical condition of the family member if appropriate, a copy of the placement check and agency disruption report.
- g. When billing for the per diem, each payment voucher shall be child specific. Attached to the initial payment voucher the following documents must be included: the DHS-3600 (for Adoption Services) with the date of acceptance indicated, the signed agreement of intent to adopt by a relative or identified family (for matched cases only) and verification from MARE that a complete photo listing or a complete "hold" registration was submitted on the case. The Contractor shall identify in Box 13 of the payment voucher the number of days covered, date range, and the number of per diem billings submitted on behalf of the child.
- h. When requesting an exception to the payment rate, it is the responsibility of the Contractor to demonstrate that requests for adoption assistance eligibility determination or MCI consent or obtaining fingerprint results delayed the adoption placement. If the delay was caused by submission of incomplete paperwork or a lack of response to requests for information, the consideration for exception will be denied. There is a thirty (30) day standard of promptness for adoption assistance eligibility determinations, MCI regular and expedited consent requests and obtaining fingerprint results and a ninety (90) day standard of promptness for MCI consent requests on competing parties. If information is missing, incomplete, or unclear and needing follow-up, the standard of promptness timeframe will not begin until all needed information is available for review, including legal documents and information needed to fulfill policy requirements. Delays

Contract Number: MA190000001093

Amendment Number: 3

caused by the local MDHHS office will be considered on an individual case basis. The Adoption Payment Exception Request, DHS 832 form and supporting documents must be submitted with the completed MDHHS-5602.

- i. The ICPC rate(s) require copies of the ICPC referral, DHS-3600 (for Adoption Services), adoptive family home study, adoption supervision reports (if applicable), Order Terminating Parental Rights (Permanent Court Ward/Commitment), Adoption Petition documentation and Order of Adoption, if applicable.
- j. Billings for competing parties, in which the case would be eligible for a rate less than the Baseline rate and the Contractor is requesting the Baseline rate, requires the Contractor to submit a Competing Party Rate Exception Request (MDHHS-5445) and copies of the case acceptance documentation, dates of the initial inquiry, and DHS-4809 from each competing party and copies of the adoption assessment(s) for each competing party.

Article VII

In Section 3., MDHHS RESPONSIBILITIES, Item 3.1, Payment, shall be deleted and replaced with:

3. MDHHS RESPONSIBILITIES

3.1. Payment

Refer to Schedule B Pricing Matrix for Adoption Payments.

Article VIII

In Section 4., STANDARD TERMS, Item 4.42, Nondiscrimination, shall be deleted and replaced with:

4. STANDARD TERMS

4.42 Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and [Executive Directive 2019-09](#), Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin,

Contract Number: MA190000001093

Amendment Number: 3

age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

Article IX

Schedule B Pricing Matrix., Item 3.1, Payment, shall be moved to Schedule B Pricing Matrix and Items a., c., g. and Classroom Training Payment shall be amended as follows:

Contract Number: MA190000001093

Amendment Number: 3

**State of Michigan
Michigan Department of Health and Human Services**

**MA190000001093
Adoption – A17-61001**

**SCHEDULE B
PRICING MATRIX**

Contract Period	Contract Amount
Begin date through September 30, 2020	\$500,000.00
Total	\$500,000.00

MDHHS shall make payments to the Contractor pursuant to MCL 17.51-17.57 and State of Michigan Financial Management Guide, Part II-Accounting and Financial Reporting, Chapter 25, Section 100, "Prompt Payment for Goods and Services."

- a. MDHHS shall make the following payments to the Contractor beginning October 1, 2018 for cases where the date of the signed documentation from the court (DHS 5308 or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation is on or after October 1, 2018:

Rate Category	Placement	Finalization	Permanency
Early Adoption Level 2	\$7,590	\$3,795	\$1,265
Early Adoption Level 1	\$6,600	\$3,300	\$1,100
Baseline	\$5,940	\$2,970	\$990
Late Adoption Level 1	\$5,280	\$2,640	\$880
Late Adoption Level 2	\$3,300	\$1,650	\$550
Late Adoption Level 3	\$2,640	\$1,320	\$440
Late Adoption Level 4	\$1,980	\$990	\$330
MARE	\$13,464	\$6,732	\$2,244
Residential	\$8,778	\$4,389	\$1,463
In-State Transfer Services	\$3,300		
ICPC Existing Services – Michigan Case	\$3,300		
ICPC New Services – Michigan Case	\$3,850		
ICPC- Case from another ICPC participating state through ICPC (non-Michigan ward) – Adoptive Home Study Denial	\$2,200		

Contract Number: MA190000001093

Amendment Number: 3

ICPC case from another ICPC participating state through ICPC (non-Michigan ward) – Adoptive Home Study Approval	\$2,200
ICPC case from another ICPC participating state through ICPC (non-Michigan ward) – Adoption Supervision with applicable reports	\$550 at Placement \$550 at Finalization

b. Per Diem Payments

For each child where the adoption case is referred to the Contractor by MDHHS, the Contractor shall receive payment of \$20.00 per diem for each day of adoptive services from acceptance of the case (DHS 3600 for cases referred on or after October 2016, or earlier if applicable) to the date of the signed documentation from the court (DHS 5308 or petition date stamped by the court) verifying that the court has accepted the petition and support documentation, or for one hundred fifty (150) days, whichever comes first. The maximum per diem payment amount per child is \$3,000.

For adoption cases referred on or after October 2016, the Contractor may bill for the full per diem amount of \$3,000. In the event that the Contractor receives the full per diem amount on a case which is not assigned to the Contractor for 150 days, the Contractor will be responsible for repayment of the per diem at a rate of \$20.00 for each day in which they received a per diem payment and were no longer assigned to the case.

All per diem payment requests must include verification from MARE that either a complete photo listing or a complete hold registration was submitted to MARE on the case.

Payment of the initial placement rate: the total of all per diem payments for each child shall be deducted from the applicable placement rate to be paid.

c. Adoption Training Payments

The Contractor must submit the following with the completed MDHHS-5602 to the Office of Child Welfare Policy and Programs in central office:

- 1) A copy of the transcript reflecting the completion of the CWTI pre- service training for each adoption worker.
- 2) A statement confirming that 50% of the adoption worker’s adoption caseload will be children in the MDHHS foster care system.

Contract Number: MA190000001093

Amendment Number: 3

d. Placement Disruption

Payment after Placement for adoptions ending in disruption will only be made in the following cases:

Disruption Due to Medical Condition of Prospective Family Member: If the adoptive family experiences a documented chronic medical condition requiring long term care, or a condition anticipated to result in the death of a family member after the adoptive placement of a child, the Contractor shall be eligible for a per-diem rate. The payment shall be a portion of the appropriate rate for finalization, which shall be established by dividing the duration (number of days) of the adoptive placement until disruption by 182 days. The disruption rate shall not exceed the rate that would have otherwise been paid had finalization occurred.

- 1) Death of an Adoptive Child: In cases where a child dies between order placing in the adoptive home and the final order of adoption, the Contractor shall be eligible for a per-diem from the date of placement to the date of death (unless cause of death is determined to be neglect or abuse) not to exceed the rate that would have otherwise been paid had finalization occurred.
- 2) Disruption after Order Placing Child in the adoptive home: When the disruption order is issued more than 182 days from the date of the order placing the child in the adoptive home, the Contractor shall be paid the full finalization rate.
- 3) Disruption of Placement Determined by MCI Superintendent: In a case where the child is placed in a home based on the decision of the MCI Superintendent, against the recommendation of the Contractor, the Contractor shall be eligible for a per-diem rate. The payment shall be a portion of the appropriate rate for finalization, which shall be established by dividing the duration (number of days) of the adoptive placement until disruption by 182 days. The disruption rate shall not exceed the rate that would have otherwise been paid had finalization occurred. Payment for subsequent placements will not reflect a disruption.

e. Adoption Dissolution

MDHHS shall recover, from the Contractor, the Permanency Unit Rate for adoptions that end in dissolution within 182 days of issuance of an Order of Adoption.

f. Payment – Re-Placement of Child after Disruption by Same Contractor

Re-placement of child photo listed on MARE or from a Residential facility:

Subsequent adoptive placement and finalization by the same Contractor (that placed the child in the disrupted/dissolved home) for a child previously reimbursed at one of the MARE rates or the Residential rate, shall not exceed the Baseline rate for a second adoptive placement/finalization. The maximum rate for any re-placement of a

Contract Number: MA190000001093

Amendment Number: 3

child photo listed on MARE or from a Residential facility beyond the second placement shall not exceed the Late Adoption Penalty Level 3 rate if paid to the same Contractor.

Re-placement by the same Contractor of a child under any rate other than a MARE or Residential rate shall not exceed the Baseline rate.

Exceptions may be made to the re-placement rate. The Contractor must submit documentation of efforts that were required to prepare a child for subsequent placement and the recruitment of an adoptive family. Submit request for exceptions to the Adoption Analyst in MDHHS Central Office and stipulate the rate requested.

g. Unit Definitions

1) Unit Title: Per Diem Payments

For each child where the adoption case is referred to the Contractor by MDHHS , the Contractor shall receive payment of \$20.00 per diem for each day of adoptive services from acceptance of the case (signed DHS 3600 for cases referred on or after October 2016, or earlier if applicable)to date of the signed documentation from the court (DHS 5308 or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation, or for one hundred fifty (150) days, whichever comes first. The maximum per diem payment amount per child is \$3,000.

The total amount paid for the per diem rate will be deducted from the applicable placement rate when the child is placed for adoption.

The Contractor must submit the signed Individual Service Agreement (DHS-3600) (for Adoption Services) with the effective date indicated, the completed Adoption Payment Voucher (MDHHS-5602), verification from MARE that either a complete photo listing or a complete hold registration was submitted to MARE on the case, and the signed DHS-4809 (if applicable).

For adoption cases referred on or after October 2016, the Contractor may bill for the full per diem amount of \$3,000. In the event that the Contractor receives the full per diem amount on a case which is not assigned to the Contractor for 150 days, the Contractor will be responsible for repayment of the per diem at a rate of \$20.00 for each day in which they received a per diem payment and were no longer assigned to the case.

2) Unit Title: Placement

All unit definitions below are based on the length of time from the receipt of the written order from the court terminating all parental rights or, the date on which the DHS-3600 is fully executed, whichever is later; to the date of the signed documentation from the court (DHS 5308 or petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation.

Contract Number: MA190000001093

Amendment Number: 3

If the child's goal changes from adoption to another goal and then changes back to the goal of adoption, the Contractor must obtain a new DHS-3600 for adoption services for the updated goal of adoption.

The Contractor must submit the Order Terminating Parental Rights, signed and dated documentation from the court (DHS 5308 or petition date stamped from the court) verifying the date that the court has accepted the adoption petition and support documentation, the Adoption Petition documentation and the Acceptance of Case Transfer documents (DHS3600) if applicable. The document indicating the date of acceptance must be signed by a MDHHS representative as verification. If there was a per diem payment for the case prior to placement the Contractor must note the per diem amount previously billed on the MDHHS-5602.

3) Unit Title: Finalization

Unit Definition: One unit equals receipt of an Order of Adoption for a child for whom a Placement rate was paid.

4) Unit Title: Permanency

Unit Definition: One unit equals an adoption that does not end in dissolution within 182 days of the issuance of an Order of Adoption. The Permanency Unit Rate shall be paid at the same time as the Finalization Unit Rate. The Contractor will be responsible for repayment of the Permanency Unit Rate for those cases for which the adoption ended in dissolution.

5) Unit Title: Early Adoption – Level 2

Unit Definition: The DHS-5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court one hundred eighty (180) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

6) Unit Title: Early Adoption - Level 1

Unit Definition: The DHS-5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed by the court more than one hundred eighty (180) days but two hundred forty (240) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

7) Unit Title: Baseline

Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than two hundred forty (240) days, but three hundred (300) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

8) Unit Title: Late Adoption - Level 1

Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than three hundred (300) days, but three hundred sixty-five (365) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

Contract Number: MA190000001093

Amendment Number: 3

9) Unit Title: Late Adoption - Level 2

Unit Definition: The DHS 5308 or Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than three hundred sixty-five (365) days, but five hundred forty-five (545) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

10) Unit Title: Late Adoption - Level 3

Unit Definition: The Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than five hundred forty-five (545) days, but seven hundred thirty (730) or fewer days after the date of placement as defined in Subsection 3.1. g., 2) above.

11) Unit Title: Late Adoption – Level 4

Unit Definition: The Adoption Petition documentation or Order Placing Child, whichever is earliest, is signed and dated by the court more than seven hundred thirty (730) days after the date of placement as defined in Subsection 3.1.g., 2) above.

12) Unit Title: MARE

Unit Definition: The Order Placing Child is signed and dated by the court for a child who has been registered for photo listing on MARE.

a) The Contractor is eligible for the MARE rate if at the time of referral, there was no identified adoptive resource. The Contractor must register the child for photo listing per policy requirements after acceptance of the case if no adoptive resource has been identified. If the Contractor applies for the MARE rate there must be a written explanation of why the adoptive family was not identified as a potential adoptive resource within the first 30 days after acceptance of the case.

b) The Contractor is not eligible for the MARE rate if the Contractor photo lists the child. The exception to allow for payment of the MARE rate to the supervising agency requires the Contractor to submit a written request verifying that the child was photo listed for six (6) months and documentation must be provided to demonstrate the family is a newly approved recruited family and the following conditions are true:

i. The identified family is not a relative or foster parent to the adoptive child.

ii. The identified family has either not previously provided care for the child or has previously provided care and during the time that the child was photo listed had indicated in writing that they were not interested in adopting the child. The written document from the family must be submitted with the MARE payment request.

13) Unit Title: Residential

Unit Definition: The Order Placing Child is signed and dated by the court for a child who has been placed in residential care (defined as staffed institutional care, not including foster group homes) and the child is under the Contractor's supervision for Adoption Services.

Contract Number: MA190000001093

Amendment Number: 3

14) Unit Title: MARE and Residential Rate with Pre-placement

Unit Definition: When a child photo-listed with MARE or in a Residential facility is placed into a prospective adoptive home through a foster care placement to allow for a period of adjustment and supervision (prior to petition to place for adoption), the reimbursement for the appropriate rate shall be calculated based on the date the pre-placement began.

The MARE and Residential Rate will be applied when the signed documentation from the court (DHS 5308 or petition or petition date stamped from the court) verifying that the court has accepted the adoption petition and support documentation is within two hundred seventy (270) days of placing the child in the home for foster care services.

15) Unit Title: In-State Transfer Services

Unit Definition: The Contractor completes satisfactory services requested for pre-placement activities for a child under the supervision of the Contractor and referred for adoptive placement to another contractor or MDHHS local office. The MDHHS monitor for the foster care case shall define satisfactory services.

16) Unit Title: ICPC Existing Services – Michigan Case

Unit Definition: A child under the adoption services supervision of the Contractor is referred for adoptive placement through a private or public agency in the state where the adoptive family resides, and the child has previously been placed with the family through Interstate foster/relative care prior to termination of parental rights and assignment of an adoption worker.

17) Unit Title: ICPC New Services – Michigan Case

Unit Definition: A child under the adoption services supervision of the Contractor is referred for adoptive placement through a private or public agency in the state where the adoptive family resides, and the child has not been placed with the family through Interstate foster/relative care prior to termination of parental rights and assignment of an adoption worker.

18) Unit Title: ICPC - Case Referred from Other U.S. States

A child under the child welfare system of another ICPC participating state is referred to Michigan for adoption services through ICPC. DHS-3600 (for Adoption Services) is required from the local Michigan county.

19) Unit Title: Competing Parties

The rate paid on a competing parties' case in the following scenarios shall not fall below the "Baseline" rate category, unless an agency has failed to act according to the timeframes outlined in policy.

- a) More than one party is interested at the same time in adopting a particular child or sibling group and is assessed by the contractor in one of the following formats:

Contract Number: MA190000001093

Amendment Number: 3

Preliminary Adoptive Family Assessment, BCAL 3130 Initial Foster Home/Adoption Evaluation, or DHS 612, Adoptive Family Assessment Addendum.

- b) Two or more parties had to be assessed to adopt a particular child or sibling group and were assessed by the contractor in one of the following formats: Preliminary Adoptive Family Assessment, BCAL 3130 Initial Foster Home/Adoptive Family Assessment Evaluation, or DHS612, Adoptive Family Assessment Addendum.

h. Adoption Training Payments

A payment will be made to the Contractor for each staff that completes adoption training and passes competency tests as required:

- 1) Completion of the Caseworker Training
Payment will be \$6,000 for completion of a MDHHS Pre-Service Institute training that includes a total of nine weeks of competency-based classroom and field training within 16 weeks of hire.
- 2) Completion of the Child Welfare Certificate (CWC) Training
Payment will be a maximum of \$3,000, calculated on an actual cost reimbursement basis, for completion of the Office of Workforce Development and Training (OWDT)-CWC training. This training includes a minimum of five weeks of competency-based classroom, and field training if the caseworker certificate holder passes the competency evaluation.
- 3) Completion of the Child Welfare Supervisor Training.
Payment will be a maximum of \$1500, calculated on an actual cost reimbursement basis for completion of the Supervisor Training. This includes a minimum of one week of training within 90 days of hire/promotion if the supervisor passes the competency-based evaluation including the written exam through OWDT.

All supervisors hired on or after January 1, 2017 must complete the Supervisor Training and pass the competency evaluation.

- 4) Completion of the adoption Program Specific Transfer Training (PSTT) within 6 months of hire.
Payment will be a maximum of \$2,800, calculated on an actual cost reimbursement basis for completion of the adoption PSTT training. This training is the same as the Adoption Core Training for adoption caseworkers. If a supervisor has completed this training as a caseworker since April 1, 2006, the training does not need to be repeated. If a supervisor has not completed this training since April 1, 2006, they need to complete this PSTT Training within 6 months of hire.
 - a) For all Contractor staff hired on or after May 1, 1998 attending required OWDT-PSI, PSTT, and supervisor training, MDHHS-OWDT shall reimburse the Contractor at the Contractor's normal rate of reimbursement or State rates,

Contract Number: MA190000001093

Amendment Number: 3

whichever is less for staff trainee expenditures incurred as part of OWDT attendance. MDHHS-OWDT does not cover travel reimbursement for in-service training. Travel reimbursement shall be limited to lodging, mileage and parking and bridge toll with the following conditions:

- i. For each trainee who attends the training session, MDHHS shall reimburse the Contractor up to five nights (Sunday night thru Thursday night) lodging per week if lodging expense is incurred. If training continues for two consecutive weeks or longer and the cost of lodging is less than the mileage cost to travel to and from the Contractor's facility over the intervening weekend, the Contractor may request the director of OWDT in advance for a travel exception for weekend lodging.
- ii. For each mile of travel to an OWDT training session closest to the Contractor's site, MDHHS shall reimburse the Contractor for mileage to and from the training and the trainee's assigned work location or home, whichever is closer. The applicable State rate for mileage shall be the lesser of the Contractor's prevailing rate or the State's standard rate.
- iii. Parking shall be reimbursed at one-time daily parking or continuous daily metered parking actual cost, documented with a receipt.
- iv. MDHHS shall not reimburse travel costs for Contractor staff who attend more than one session (i.e., are required to repeat attendance due to absence or failure to successfully complete a session) without prior approval from DCWL. Refer to the OWDT web site for current reimbursement information for OWDT training at http://www.michigan.gov/mdhhs/0,5885,7-339-71551_11120_74572---,00.html

5) Classroom Training Payment

- a) The Contractor must submit a signed and dated agency letterhead memo attached to the MDHHS-5602 Payment Request that includes the following information:
 - i. Worker name
 - ii. Training, type, i.e. PSST, PSI etc.
 - iii. Training dates (time span in training)
 - iv. Amount of reimbursement requested.
 - v. A copy of the transcript reflecting the completion of the training for each adoption
 - vi. worker and supervisor covered by the payment voucher. This is required before accounting will issue payment.
 - vii. Memo signed by senior management; not the individual who attended training confirming that 50% of the adoption workers adoption caseload will be children in the MDHHS foster care system.
- b) The information must be submitted to: MDHHS, Office of Child Welfare Policy and Programs, PO Box 30037, 235 S. Grand Ave., Ste. 514, Lansing, MI. 48909.

6) Training Travel Reimbursement

Contract Number: MA190000001093

Amendment Number: 3

The Contractor must submit:

- a) Certification letter on agency letterhead signed and dated by senior management to include:
 - i. Agency Federal ID Number/SIGMA Vendor Number
 - ii. Exact trainee name as registered in the Learning Management System
 - iii. Exact class name
 - iv. Beginning and ending travel dates
 - v. Amount of reimbursement requested
- b) OWDT travel expense worksheet or agency created travel expense sheet.
- c) MapQuest printouts for each travel route. Submit the first page of the printout only – Page 1 – with total mileage traveled.
- d) All original receipts.
- e) Transcripts showing the training completed.
- f) Please submit the above information by email to:

MDHHS-OWDTtrainingvouchers@michigan.gov

Or by US Mail to:

Ingham County MDHHS/OWDT
Attention: Travel Reimbursement
PO Box 30088
5303 S. Cedar Street – Building 3
Lansing, MI 48911

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

Exhibit D

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-212-558-4000
FACSIMILE: 1-212-558-3588
WWW.SULLCROM.COM

125 Broad Street
New York, New York 10004-2498

LOS ANGELES • PALO ALTO • WASHINGTON, D.C.

BRUSSELS • FRANKFURT • LONDON • PARIS

BEIJING • HONG KONG • TOKYO

MELBOURNE • SYDNEY

January 23, 2020

Via Certified Mail and E-mail

Return Receipt Requested

Michigan Department of Health and Human Services, State of Michigan,
Director, Bureau of Legal Affairs,
333 South Grand Avenue,
Lansing, Michigan 48909.

Re: *Dumont et al. v. Gordon et al.*, No. 2:17-cv-13080-PDB-EAS

To Whom It May Concern:

On behalf of Kristy Dumont and Dana Dumont (the “Dumonts”), we write in connection with the settlement agreement entered on March 22, 2019 between the Dumonts and Robert Gordon, in his official capacity as Director, Michigan Department of Health and Human Services and Jennifer Wrayno, in her official capacity as Acting Executive Director, Michigan Children’s Services Agency (together, the “State”). *See Dumont et al. v. Gordon et al.*, Case No. 2:17-cv-13080-PDB-EAS (E.D. Mich. Mar. 22, 2019) (the “Settlement Agreement”).¹

In the Settlement Agreement, the Department agreed to “enforce the Non-Discrimination Provision . . . against a [child placing agency (“CPA”)] that the Department determines is in violation of, or is unwilling to comply with, such provisions, up to and including termination of the Contracts . . . including without limitation . . . [i]n the event a CPA refuses to comply with the Non-Discrimination Provision . . . the Department will terminate the CPA’s Contracts.” (Settlement Agreement Section 1(c)).

Catholic Charities West Michigan (“CCWM”), a Michigan state-contracted CPA, has made clear in its litigation against the State, *Catholic Charities v. Michigan Department of Health and Human Services et al.*, No. 2:19-cv-11661-DPH-DRG (E.D. Mich.), that it will not comply with the Non-Discrimination Provision of its Contracts and that it has engaged and will continue to engage in practices prohibited by

¹ Terms defined in the Settlement Agreement have the same meaning in this letter unless given a different meaning in this letter.

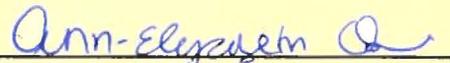
the Non-Discrimination Provision. Among other things, on May 15, 2019, in support of a motion seeking to enjoin the State from enforcing the Non-Discrimination Provision against CCWM, CCWM filed an official written policy stating it will only place children with “married couples made up of two parents of the opposite sex,” ECF No. 1-2, and a sworn declaration of Christopher Slater, CEO of CCWM, dated May 15, 2019, stating that such policy “prohibits Catholic Charities from recommending or facilitating child placements with same-sex couples.” ECF No. 1-3.

Notwithstanding the Department’s knowledge of CCWM’s refusal to comply with the Non-Discrimination Provision, on information and belief, on or about September 30, 2019, the Department renewed its Adoption Services Contracts, Nos. MA 190000001067, MA 190000001079 and MA 190000001093, with CCWM.

Accordingly, pursuant to Section 7 of the Settlement Agreement, which provides that “[i]n the event any Party . . . asserts that another Party is not in compliance with one or more of its obligations in this Agreement . . . [t]he asserting Party . . . shall provide the other Party with written notice of such assertion and a ninety (90) day opportunity to cure such noncompliance prior to taking legal action,” the Dumonts hereby provide written notice to the Department that the Department has failed to comply with its obligation under the Settlement Agreement to enforce the Non-Discrimination Provision, which prohibits discrimination on the basis of sexual orientation in the provision of services under contract with the Department.

If this breach is not cured within 90 days of this notice, the Dumonts will take appropriate action to enforce their rights, including, without limitation, by seeking leave from the Eastern District of Michigan to reopen *Dumont et al. v. Gordon* so that they may seek specific performance of the Settlement Agreement.

Sincerely,



Garrard R. Beehey
Ann-Elizabeth Ostrager
Leila R. Siddiky
Jason W. Schnier
Lisa M. Ebersole
Hannah M. Lonky
James W. Mandilk
SULLIVAN & CROMWELL LLP
125 Broad Street
New York, New York 10004
(212) 558-4000

Jay Kaplan
Daniel S. Korobkin
AMERICAN CIVIL LIBERTIES UNION
FUND OF MICHIGAN
2966 Woodward Avenue
Detroit, MI 48201
(313) 578-6823

Leslie Cooper
AMERICAN CIVIL LIBERTIES UNION
125 Broad Street
New York, New York 10004
(212) 549-2633