Leech Lake Band of Ojibwe and the Minnesota Department of Human Services
Title IV-E Foster Care Maintenance, Administrative and Training Agreement

This AGREEMENT is made and entered into this 4th day of December, 2007, and is amended on the 23rd day of December, 2014 by and between the Leech Lake Band of Ojibwe (hereinafter "the band"), a sovereign nation, 115 Sixth Street NW – Suite E Cass Lake, Minnesota 56633, and the Minnesota Department of Human Services (hereinafter "the department"), a state agency, PO Box 64943, St. Paul, Minnesota 55164-0943.

WHEREAS: 25 United States Code (USC) §1901 *et. seq.*, also referred to as the Indian Child Welfare Act, authorizes states and Indian tribes "to enter into agreements with each other respecting care and custody of Indian children." Both parties agree that this document is bound by the law, intent and spirit of the Indian Child Welfare Act.

WHEREAS: 42 USC 672 (a)(2), also referred to as Title IV-E, section 472(a)(2) of the Social Security Act, allows the transfer of responsibility for the placement and care of children from the state agency administering the state Title IV-E plan to another public agency. This agreement shall enable the band's Child Welfare Department, a public agency within the meaning of the law, to submit Title IV-E foster care maintenance claims on behalf of children eligible for the American Indian Child Welfare Initiative pursuant to Minn. Stat. § 256.01, subd. 14b and on behalf of the children who are under the legal and financial responsibility of the band.

WHEREAS: Title IV-E, Section 472 (i) and Section 474 (a) of the Social Security Act allow for the reimbursement of eligible administrative and training claims made on behalf of children placed in foster care, pre-adoptive families or candidates for foster care. This agreement shall enable the band to submit Title IV-E administrative and training claims to the department for reimbursement for all Leech Lake children under the band's jurisdiction.

WHEREAS: Leech Lake Band of Ojibwe is a federally recognized sovereign nation established by treaty with the United States in 1855.

WHEREAS: The State of Minnesota, pursuant to Minn Stat. 16C.05, subd. 7, shall not require an Indian tribe or band to deny their sovereignty as a requirement or condition of a contract with the State or agency of the State.

WHEREAS: The Minnesota Department of Human Services is the state agency responsible for the administration of the state Title IV-E plan.

WHEREAS: The Tribe understands that as of January 1st, 2015, Northstar Care for Children Minnesota Statute 256N goes into effect. As such, the tribe shall follow rules

and regulations in accordance with Northstar Care for Children and the American Indian Child Welfare Initiative.

WHEREAS: In accordance with the American Indian Child Welfare Initiative, the Band and State will study the fiscal impact of transitioning Initiative eligible children from the legacy Relative Custody Assistance and Adoption Assistance programs into Northstar Care for Children, as authorized by Minnesota Statutes 256N.21, subdivision 13 and 256N.23, subdivision 14. No legacy program transitions will occur for at least one year while such fiscal study is being conducted. After the one year study, the Band and State will discuss the feasibility of commissioner transition and only upon mutual agreement may such commissioner transitions occur.

WHEREAS: The department recognizes and respects the authority of the band to place and care for children under the jurisdiction of the Leech Lake Band of Ojibwe Tribal Court.

WHEREAS: This agreement must be in effect before the Leech Lake Band of Ojibwe assumes financial responsibility for the cost of out-of-home placement for children eligible for the American Indian Child Welfare Initiative. The American Indian Child Welfare Initiative provides a grant award to the Leech Lake Band of Ojibwe for the purpose of assisting the band in providing child welfare services to American Indian children residing on the Leech Lake Reservation.

WHEREAS: This agreement allows the Leech Lake Band of Ojibwe access to federal funding pursuant to Title IV, Part E of the Social Security Act.

WHEREAS: This agreement is necessary to establish a mechanism to enable Minnesota counties to obtain federal Title IV-E foster care maintenance reimbursement for the cost of out-of-home placements for children not eligible to participate in the American Indian Child Welfare Initiative when such costs are paid by the county and when such placements are ordered by the Leech Lake Band Tribal Court.

WHEREAS: The parties to this agreement understand and agree that the State and its agents, in its supervisory role, and the counties in their administrative role, are required to comply with the mandates of the federal Indian Child Welfare Act and the Minnesota Indian Family Preservation Act. Each agrees that in tribal court proceedings involving Indian children who are members of the Leech Lake Band of Ojibwe, or recognized as members by the Leech Lake Band of Ojibwe. The best interests of the child(ren) must be determined consistent with the Leech Lake Band of Ojibwe Children's Code and Title IV, Part E of the Social Security Act.

WHEREAS: The department understands that the federal government is bound to the Trust Responsibility Doctrine, and that, by entering this agreement, the department is carrying out a program of the federal government. Nothing in this agreement shall abrogate that trust responsibility. *See Cherokee Nation v. Georgia, 30 U.S. 1 (1831) (analogizing the government-to-government relationship between tribes and the federal government as a trust relationship with a concomitant federal duty to protect tribal sovereignty).*

WHEREAS: This agreement shall be utilized to facilitate intergovernmental cooperation; to allow the band to provide for the best interests of Leech Lake children under the jurisdiction of the Leech Lake Band of Ojibwe Tribal Court, children placed voluntarily into foster care and foster care candidates; to meet the policy goals established by the Leech Lake Band of Ojibwe for its children; to comply with the federal Title IV-E program regulations; and to meet the requirements for participating in the American Indian Child Welfare Initiative.

NOW THEREFORE, it is further agreed:

I. Parameters of Agreement

This agreement replaces individual county substitute care supervision agreements signed with the band. This state tribal Title IV-E agreement provides a mechanism to enable all Minnesota counties to obtain eligible federal Title IV-E foster care, Northstar Kinship Assistance, and Adoption Assistance reimbursement for the cost of out of home placements for children not eligible for the American Indian Child Welfare Initiative when such costs are paid by the county and when such placements are ordered by the Leech Lake Band of Ojibwe Tribal Court. Furthermore, the agreement supports meeting the needs of Leech Lake children who are under the jurisdiction of state district courts in Minnesota.

The department recognizes the responsibility of the State and local social service agencies to make available to Indian families all of the other services available to any other family in the circumstances covered by the Tribal State Agreement (February 22, 2007). The parties agree that orders of the Leech Lake Tribal Court concerning the placement of an Indian child shall have the same force and effect as orders of a state district court in compliance with 25 U.S.C. 1911 (d), which requires each state to give full faith and credit to the public acts, records and judicial proceedings to the same extend that the state or county gives full faith and credit to public acts, records, and judicial proceedings of any other entity. The exercise of tribal court jurisdiction does not mean withdrawal, decrease, or denial of county social services.

Direct payments made by the band for foster care are limited to Leech Lake children under the jurisdiction of the Leech Lake Tribal Court or voluntary placement and identified by the band as eligible participants in the American Indian Child Welfare Initiative or for any other children for whom the band has assumed legal and financial responsibility. This agreement shall not affect the state's rights and responsibilities concerning Leech Lake children who are in the state's care under jurisdiction of the state district court, or otherwise identified as ineligible for participation in the Leech Lake American Indian Child Welfare Initiative.

For children who are ineligible for the American Indian Child Welfare Initiative but recognized as eligible for membership under ICWA with Leech Lake, this agreement serves to protect such children's eligibility under Title IV-E so that a county, the band or the department may claim Title IV-E reimbursement.

II. Northstar Care for Children

The Tribe understands that, as of January 1st, 2015, Northstar Care for Children Minn. Stat. 256N goes into effect in the State of Minnesota. Beginning on this date, the tribe will follow rules and regulation in accordance with Northstar Care for Children including Kinship Assistance and use of the Minnesota Assessment of Parenting for Children and Youth (MAPCY) tool.

A. Legacy Program

Subsequent to the implementation of Northstar Care for Children, there will be children who continue to be part of the legacy foster care, relative custody assistance (RCA) and adoption assistance programs. The tribe understands that children included in the Legacy Program are as follows: those children who entered foster care on December 31, 2014 or before and remain in the same home, as well as those children who entered RCA or adoption assistance on November 26, 2014 or before and remain in the same home. These children's payment rates will continue to be assessed using DOC rates and forms for foster care, and the legacy supplemental tools for relative custody assistance and adoption assistance. Any children entering care on January 1st, 2015 or after, or those moving to a different home will be included in Northstar Care for Children and their payment rates will be assessed using the MAPCY.

B. Legacy Program Payments

The band understands that the band will continue to issue foster care payments under the Legacy Program to foster care families on behalf of children who entered foster care on or before December 31, 2014 and remain in the same household, and who are part of the AICWI as well as for children who are not part of the AICWI but who are under the legal and fiscal responsibility of the tribe.

The department understands that it will continue to issue adoption maintenance payments and that counties will continue to issue RCA payments under the Legacy Programs to families on behalf of children, who are part of the AICWI as well as for children who are not eligible for the AICWI but who are under the legal and financial responsibility of the tribe, who entered those programs on or before November 26, 2014 and remain in the same home.

III. Tribal Jurisdiction

The department agrees that the band retains all jurisdiction and authority over placement and care responsibility for children within its jurisdiction, and will designate the services to be provided, by order of the Leech Lake Band of Ojibwe Tribal Court. The Leech Lake Band of Ojibwe Tribal Court has jurisdiction to make decisions for Indian children who:

A. Are recognized by the Leech Lake Band of Ojibwe as members of the Band and are residents of, or domiciled on the Leech Lake Band of Ojibwe reservation; or

B. Are eligible for membership under the Indian Child Welfare Act with the Leech Lake Band of Ojibwe, not necessarily residing within the boundaries of the Leech Lake reservation, upon transfer of child welfare proceedings from state district court; or

C. Are deemed to be wards of Tribal Court and thus fall under the exclusive jurisdiction of the Tribal Court.

D. Are otherwise subject to the jurisdiction of the Leech Lake Band of Ojibwe Tribal Court as set forth under Title III of the Leech Lake Band of Ojibwe Judicial Code.

IV. Foster Care Maintenance Payments for Children Eligible for the American Indian Child Welfare Initiative or Who are Under the Legal and Financial Responsibility of the Band

The band shall make foster care maintenance payments on behalf of children under the legal and financial responsibility of the band, including those participating in the American Indian Child Welfare Initiative according to 45 Code of Federal Regulation (CFR) 1355.20 (a), Minn. Stat. § 256.82 subd. 2-5, Minn. Stat. § 256.01, subd. 14b and Minn. Rules § 9560.0650, 9560.0653, 9560.0654, 9560.0665.

A. Difficulty of care rates shall be determined according to Minnesota Rules Chapter 9560 and documented with the department's Difficulty of Care Assessment Schedule form DHS-2834-ENG (05-06) and forms developed by the band.
B. The federal Title IV-E reimbursement for eligible foster care payments shall be distributed by the department to the band.

Beginning January 1st, 2015, foster care maintenance payments shall be made in accordance with Northstar Care for Children under Minn Stat. 256N. Accordingly, maintenance payment amounts will be determined for new cases using the MAPCY tool.

V. Payments of Foster Care

When a child is enrolled in or is recognized by the Leech Lake Band of Ojibwe as a member or eligible for membership and is residing within the Leech Lake Reservation; under the jurisdiction of the Leech Lake Band of Ojibwe Tribal Court or in a placement pursuant to voluntary placement agreement with Leech Lake Child Welfare; placed in foster care and therefore determined eligible to participate in the American Indian Child Welfare Initiative, the band shall make foster care maintenance payments on behalf of the child. When a child placed in foster care is not eligible to participate in the American Indian Child Welfare Initiative, but is under the legal and financial responsibility of the band, the band shall make foster care maintenance payment on behalf of the child. If the child is Title IV-E eligible and associated foster care costs are reimbursable, this agreement allows the band to submit Title IV-E claims to the department. The department shall provide the band with a procedure manual for submitting federal claims to the department along with training and on-going consultation and in return the band agrees to follow the established departmental procedures for submitting Title IV-E claims. The department shall submit Title IV-E claims to the United States Department of Health and Human Services (DHHS) on behalf of the band.

VI. Foster Care Maintenance Payments for Children Not Eligible for the American Indian Child Welfare Initiative and Outside the Legal and Financial Responsibility of the Band

For children under Leech Lake Tribal Court jurisdiction but ineligible for the American Indian Child Welfare Initiative, foster care maintenance payments under this agreement shall be equal in amount to the payments Minnesota counties would make for the child(ren) if they were under the jurisdiction of the county according to Minn. Stat. § 260.771, subd. 4.

A. When a Child in Need of Protection (CHIPS) petition is filed in Tribal Court, the county in which the child (ren) resides will receive notice and is the county of financial responsibility.
B. The Minnesota Unitary Residence and Financial Responsibility Act, codified at Minnesota Statutes, Chapter 256G, apply in determining the county of financial responsibility for children not eligible for the American Indian Child Welfare Initiative and when Leech Lake Tribal Court exercises jurisdiction. Financial responsibility to provide services to child(ren) and their families who are subject to Tribal Court jurisdiction is delineated in DHS Bulletin #07-68-08 (June 28, 2007).

VII. Tribal Federal Medical Assistance Percentages (FMAP)
Section 474(a)(1) of the Social Security Act authorizes tribes who possess an agreement with a state to operate part of the Title IV-E program to claim Title IV-E foster care maintenance reimbursement, Adoption Assistance, and Kinship Assistance based on a federally determined tribal FMAP. DHHS determines a tribe's unique FMAP in accordance with section479B(d) of the Social Security Act. Upon mutual agreement between the band and the department to use the Tribal FMAP in place of the state FMAP rate, the band and the state will work collaboratively to ensure that the band is able to claim federal Title IV-E foster care maintenance using the specified rate.

VIII. Foster Care Definition
Foster care shall be defined as 24-hour substitute care for child(ren) placed away from their parent(s) or guardians and for whom the band or county has placement and care responsibility. In circumstances when a child is not placed away from their parent or guardian but from an Indian custodian as defined by the Indian Child Welfare Act, the federal specified relative criteria will be applied in order to determine Title IV-E eligibility. The band and department will interpret the specified relative criteria as inclusive of tribal law and custom. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, pre-adoptive homes, and effective October 1, 2010, for youth ages 18-21, supervised independent living settings approved by the tribe. A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed by the State or by the band, and payments are made by the band or local agency for the care of the child(ren), whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is federal matching of any payments that are made. A child must be removed from his or her home by court order or voluntary placement agreement. [(45 CFR § 1355.20 (a)]

IX. Services
The band will provide the following services to all children in foster care under the Leech Lake Band of Ojibwe Tribal Court's jurisdiction in compliance with section 475(1) and (5) of the Social Security Act, and 45 CFR §1355, 1356, and 1357.

A. Case plan. The case plan must be designed to achieve placement in the most family-like setting possible, and in accordance with Leech Lake Band of Ojibwe placement preference, reference to tribal law; consistent with the child's best interests and special needs; and shall comply with 45 CFR § 1356.21 (g) (1).

B. The case plan shall be a written document that is a discrete part of the child's case record and in a format jointly approved by the department and the band. The case plan must be developed no later than 60-days from the time the band assumes legal responsibility for placement and care of the child (ren). According to 45 CFR § 1356.21 (g)(1)-(3) the case plan shall be developed jointly with the parent(s) or guardian of a foster child and shall include the following:

1) A description of the foster home or residential setting where the child (ren) is to be placed, an explanation of why the placement is appropriate, and how the band plans to implement judicial requirements. All judicial determinations are to be made in accordance with the Leech Lake of Ojibwe Children's Code and in accordance with 45 CFR §1356.21;
2) An explanation of the efforts that were offered and made to prevent the need for removal of the child (ren) from their home;
3) A description of the care and services the child(ren) will receive in the foster home, both to meet the needs of the child(ren) while in foster care, and to document what steps have been made toward achieving the permanency goal;
4) A description of the services that the child (ren) and their parent(s) will receive, with the objective of allowing the child (ren) to return home;
5) A discussion of why the care and services provided to the child (ren) under the plan are appropriate;
6) A written description, when a child reaches the age of 16, of the programs and services which will help the child(ren) to prepare for the transition from foster care to independent living; and
7) Include, to the extent available, the health and education records of the child (ren) which include,

a) The names and addresses of the child (ren) health and education providers;
b) Their grade level performance;
c) Their school record;
d) Assurances that the child (ren) placement in foster care takes into account the proximity to the school in which the child (ren) is enrolled at the time of placement;
e) A record of immunizations;
f) Any known medical problems;
g) Any medications;
h) Any other relevant health and education information determined to be appropriate by the band.

C. Case review system. The band will maintain a case review system that complies with 45 CFR §1356.21 (f) that ensures:

1) The status of each child is reviewed no less frequently than once every six months, through either judicial or administrative review;
2) The placement is still necessary and appropriate, and the case plan is followed and relevant to the child (ren) permanency plan, progress is made toward eliminating the need for foster care, and a likely date is established by which the child (ren) will either be returned home or placed for adoption, legal guardianship or an alternative planned permanent living arrangement;

3) If the administrative review method is used, it must be available to the child (ren) parent(s), and be conducted by a panel of appropriate persons; at least one of whom is not responsible for case management or services for the child(ren) or the parent(s);
4) A permanency hearing is held in Tribal Court at least every 12-month after the original placement; and every 12-month thereafter until the band no longer has placement and care responsibilities for the child (ren). At the permanency hearing the Tribal Court will determine whether the child should:

a) Be returned to the parent(s);
b) Be placed permanently with a relative;
c) Be referred for legal guardianship;
d) Be adopted through an open adoption or cultural adoption with a petition filed to suspend parental rights;
e) Be placed for adoption with a petition filed to terminate parental rights;
f) Be placed into another planned permanent living arrangement when compelling reasons exist that none of the other options listed would be in the best interest of the child (ren).

D. Foster Care to Age 21. Effective October 1, 2010, for purposes of out of home placement, the band agrees to advise youth in foster care under Leech Lake Tribal Court jurisdiction who are not able to return home or otherwise achieve permanency prior to age 18, of the availability of continued care benefits up to age 21, provided that the youth meet the following conditions:

1) Completing secondary education or a program leading to an equivalent credential
2) Enrolled in an institution that provides postsecondary or vocational education
3) Participating in a program or activity designed to promote or remove barriers to employment
4) Employed for at least 80 hours per month, or
5) Incapable of doing any of the activities describes above due to a medical condition.

The band agrees to offer notification of foster care benefits at least 90 days prior to a youth's 18th birthday. If a youth does not wish to remain in extended care, the band will work with the youth to develop and execute a personalized transition plan (as outlined in section 475(H) of the Social Security Act) during the 90 day period immediately prior to their discharge.

X. Procedural Safeguards

The band shall apply procedural safeguards with respect to parental rights pertaining to the removal of the child(ren) from the home of their parent(s), to a change in the child(ren) placement, and to any determination affecting visitation privileges of parent(s) in accordance with 42 USC § 675 (5) (c).

XI. Judicial Safeguards

Children in foster care who are subject to Leech Lake Tribal Court will receive the following judicial safeguards in accordance with 45 CFR §1356.21.

A. The band will make reasonable efforts to maintain the family unit and prevent the unnecessary removal of child (ren) from their home, as long as the child (ren) safety is assured, to effect the safe reunification of the child (ren) and family (if temporary out-of-home placement is necessary to ensure the immediate safety of the child (ren); and to make and finalize alternative permanency plans in a timely manner when reunification is not appropriate or possible;
B. Judicial determination of reasonable efforts will be made to prevent the child (ren)'s removal from the home;
C. When child(ren) are removed from their home, the judicial determination as to whether reasonable efforts were made, or were not required to prevent the removal, must be made no later than 60-days from the date the child(ren) is/are removed from their homes;
D. Under section 472 (a) (1) of the Social Security Act, a child (ren) removal from the home must have been the result of a judicial determination (unless the child was removed pursuant to a voluntary placement agreement) to the effect that continuation of residence in their home would be contrary to their welfare, or that placement would be in their best interest. The contrary to welfare determination must be made in the first court ruling that sanctions (even temporarily) the removal of the child (ren) from their home. If the determination regarding contrary to the welfare is not made in the first court ruling pertaining to removal from the home, the child (ren) is not eligible for Title IV-E foster care maintenance payments for the duration of the stay in foster care.
E. Judicial determination of reasonable efforts to finalize the permanency plan that is in effect (whether the plan is reunification, adoption, legal guardianship, placement with a fit and willing relative, or placement in another planned permanent living arrangement) must be made within 12-months of the date the child (ren) is/are considered to have entered foster care, and at least once every 12-months thereafter while they remain in foster care.
F. When aggravated circumstances are determined by Leech Lake Band of Ojibwe Tribal Court, reasonable efforts to return the child(ren) home are not required. However, a permanency hearing shall be held within 30-days. Aggravated circumstances exist when a court of competent jurisdiction has determined that the parent has been convicted of voluntary manslaughter of another parent; or aiding or abetting, attempting, conspiring, or soliciting to commit such a murder or such a voluntary manslaughter; or a felony assault that results in serious bodily injury to the child (ren) or other child (ren).
G. When a child has been in foster care for 15 of the past 22 months, the band may elect to file or join a petition to terminate parental rights unless there is documentation of compelling reasons in the case file.
H. Compelling reasons to not file a Termination of Parental Rights include but are not limited to: adoption, not being the appropriate permanency goal for the child(ren), or no grounds to file a petition to terminate parental rights exist; or the band has not provided services to the family, consistent with the time period in the case plan, such services that the band deems necessary for the safe return of the child(ren) to their home when reasonable efforts to reunify the family are required.
I. If after considering reunification, adoption, legal guardianship, or permanent placement with a fit and willing relative, the most appropriate permanency plan for the child(ren) is

placement in another planned permanent living arrangement, the band will document the compelling reason for the alternate plan. Examples of compelling reasons for establishing such a permanency plan may include: An older teen who specifically requests that emancipation be established as their permanency plan; a parent and child(ren) who have a significant bond but the parent is unable to care for the child(ren) because of an emotional or physical disability, and the child(ren) foster parent(s) have committed to raising them to the age of majority, and to facilitate visitation with the disabled parent; or the band has identified another planned permanent living arrangement for the child(ren).

J. The placement resource must either be licensed by the department, the band, or a licensed child placement agency. Foster and adoptive homes licensed by the band must meet the federal documentation and safety requirements set forth in the Indian Child Protection and Family Violence Act, 25 USCA § 3201 *et. seq.* Foster care placements must be in compliance with 45 CFR §1356.30 and P.L. 109-248, commonly referred to as, the Adam Walsh Child Protection and Safety Act of 2006.

XII. Full Faith and Credit

"The United States, every state, every territory or possession of the United States, and every Indian tribe, shall give full faith and credit to the public acts, records, and judicial proceedings of an Indian tribe applicable to Indian child custody proceedings to the same extent that such entities give full faith and credit to the public acts, records, and judicial proceedings of any other entity." 25 USC §1911(d). "The Department recognizes its responsibility to adhere to this mandate." *(Tribal State Agreement, February 22, 2007)*

XIII. Voluntary Foster Care Placement For a child removed from his/her home under a voluntary placement agreement, the band must meet the requirements of Title IV, Part E, Section 422, 472 and 475 of the Social Security Act , 45 CFR §1356,21 (f) – (i) and 45 CFR §1356.22.

A. The written voluntary placement agreement, binding all parties to the agreement, which specifies at a minimum the legal status of the child(ren) and the rights and obligations of the parent(s) or guardian(s), the child(ren), and the band while the child(ren) are in placement.

B. The band shall establish and maintain a uniform procedure or system, consistent with state law, for revocation by the parent(s) or guardian(s) of a voluntary foster care placement agreement and return of the child (ren).

C. Federal reimbursement may be claimed only for voluntary foster care maintenance expenditures when the child (ren) are determined Title IV-E eligible and the judicial determination of best interest is made within the first 180 days of the child's placement in foster care, unless there is a judicial determination by the Tribal Court within the first 180 days of such placement, to the effect that the continued voluntary placement is in the best interest of the child(ren).

XIV. Background Checks and Background Studies for Title IV-E Foster Care Maintenance, Kinship Assistance and Adoption Assistance Eligibility

In order to be in compliance with section 471(a)(20)(A) of the Social Security Act, as amended by the Adam Walsh Child Safety and Protection Act of 2006, and 45 CFR §1356.30 of the Federal code, which requires the State or its agents to follow procedures

for criminal background checks for prospective foster parent(s), kinship guardian(s), and adoptive parent(s) that will participate in the State's title IV-E program, all prospective foster care parent(s), kinship guardian(s), and adoptive parent(s), as well as any other adult(s) living in the home, will participate in an Adam Walsh Background Check. The background check includes fingerprint-based criminal record checks in the National Crime Information Database for prospective foster care parent(s), kinship guardian(s), and adoptive parent(s) newly licensed on or after October 1, 2008, or the State's approved delayed effective date for implementing the fingerprint-based requirement. Furthermore, in order for the State to claim title IV-E foster care maintenance, kinship assistance, or adoption assistance payments for an otherwise title IV-E eligible child, the criminal records check must reveal that the prospective foster care parent(s), kinship guardian(s) or adoptive parent(s) have not been convicted of one of the prohibited felonies and, the foster, kinship, or adoptive family home must be licensed or approved (section (471(a)(20)(A)(i) and (ii) of the Act). These rules apply regardless of the entity that licenses or approves the prospective parent(s) or guardian(s) (e.g., a private adoption agency, and Indian tribe either with or without an agreement under section 471(a)(2)(B)(ii) of the Act, or a private child placing agency not under contract with the State agency).

1) In any case in which a criminal record check reveals a felony conviction for child abuse or neglect, for spousal abuse, for a crime against children (including child pornography), or for a crime involving violence, including rape, sexual assault, or homicide, approval shall not be granted.
2) If a criminal record check reveals a felony conviction for physical assault, battery, or a drug-related offense, and the felony was committed within the past 5-years, such final approval shall not be granted.

XV. Foster Care Standards

The band shall establish and maintain standards for foster family homes, kinship homes, and adoptive homes, and child care institutions for children under the jurisdiction of the Leech Lake Band of Ojibwe Tribal Court. The standards so established shall be applied by the band to any foster family home, pre-adoptive home, or child care institution, and will meet Title IV-E requirements so federal reimbursement can be claimed on behalf of children placed in tribally licensed facilities.

A. The band shall establish procedures for criminal records checks for any prospective foster parent(s) before they can be approved for placement of a child. The criminal background checks shall be in compliance with the Adam Walsh Act.

B. No exception may be granted to the above prohibitions except if a family foster home was certified or an adoptive home was approved prior to November 19, 1997, the band may place additional children in the home, renew the family's foster home certificate, or approve the home as an adoptive placement so long as the band has determined the following:

1) Denial of the renewal or adoption application would result in the disruption of a child (ren)'s placement or prevent future foster care or adoptive placements of the child (ren)'s siblings:
2) The certification, adoption or licensing file for the foster family, adoptive family or relative placement, contains documentation that safety considerations

with respect to the foster family, adoptive family, relative or caretakers(s) have been addressed.

XVI. Adoption

The Leech Lake Band of Ojibwe Tribal Court can order, according to tribal law, that the child (ren) can be adopted without a Termination of Parental Rights. When this occurs, all parties must agree that the requirements of the Social Security Act 473 (c)(1) will be satisfied so long as the band's law remains in effect, and the Leech Lake Band of Ojibwe Tribal Court order has documented valid reasons why the child(ren) cannot, or should not, be returned to their home. (See, Administration for Children and Families Policy Announcement ACYF-CB-PA-01-01);

A. The department shall enter into a Title IV-E Adoption Assistance Agreement with adoptive parent(s) who adopt child (ren) under the jurisdiction of the band when the child (ren) meet(s) the eligibility requirements for Title IV-E Adoption Assistance.

B. The placing agency will certify that the child (ren) is/are eligible for adoption assistance according to rules promulgated by the commissioner. The placing agency shall not certify any child (ren) who remain(s) under the jurisdiction of the sending agency pursuant to Minnesota Statutes, section 260.851, article 5, for state funded Adoption Assistance when Minnesota is the receiving state.

C. The adoption assistance rates shall be determined by Minnesota Rules Chapter 9560 and Minn. Stat. § 259.67. Special needs qualifications shall be defined by the department in communication and cooperation of the band. The Tribe may elect to use additional forms that are culturally appropriate in addition to the aforementioned documentation.

Beginning January 1st, 2015, adoption assistance payments shall be made in accordance with Northstar Care for Children under Minn Stat. 256N. Accordingly, adoption assistance payment amounts will be determined for new cases using the MAPCY tool.

XVII. Northstar Kinship Assistance

Eligibility: to be eligible for Kinship Assistance, the tribal court must make a determination under tribal code indicating that a relative will assume duty and authority to provide care, control, and protection of a child who is residing in foster care, and to make decisions regarding the child's education, health care, and general welfare until adulthood, and that it is the child's best interest is considered equivalent. Additionally, a child must:

a. have been removed from the home pursuant to a voluntary placement agreement or court order;
b. have resided with the prospective relative custodian who has been a licensed child foster parent for at least six consecutive months or have received an exemption from the commissioner based on a determination that an expedited move to permanency is in the child's best interest, expedited move to permanency cannot be completed without the provision of kinship assistance, the child and prospective relative custodian meet the eligibility requirements of this section, and efforts were made by the legally responsible agency to place the child with the prospective relative custodian as a licensed child foster parent for six consecutive months

before permanency, or an explanation why these efforts were not in the child's best interest;

c. meet the agency determinations regarding permanency requirements including:
   i. a determination that reunification and adoption are not appropriate permanency options for the child.
   ii. a determination that the child demonstrates a strong attachment to the prospective relative custodian and the prospective relative custodian has a strong commitment to caring permanently for the child
d. meet the applicable citizen and immigration requirements;
e. have been consulted regarding the proposed transfer of permanent legal and physical custody to a relative, if the child is at least 14 years of age or is expected to attain 14 years of age prior to the transfer of permanent legal and physical custody;
f. have a written, binding agreement among the caregiver or caregivers, the financially responsible agency, and the commissioner established prior to the transfer of permanent legal and physical custody.

Background study: A background study under section 245C.33 must be completed on each prospective and any other adult residing in the home of the prospective relative custodian. Per section 11.2 of this agreement, the Tribe has established procedures for completion of criminal background checks prior to granting a final approval on a license to providers. The criminal background checks are in compliance with the Adam Walsh Act. Children who are placed in homes not approved for licensure are not eligible for payments under this agreement.

Eligibility determinations: The tribe shall prepare a kinship assistance eligibility determination for review and final approval by the commissioner. The eligibility determination must be completed according to requirement and procedures and on forms prescribed by the commissioner. The tribe and the commissioner must make every effort to establish a child's eligibility for Northstar Kinship Assistance. A child who is determined to be eligible for Northstar Kinship Assistance must have a kinship assistance agreement negotiated on the child's behalf according to section 256N.25

Equality of Payments: Northstar Kinship Assistance payments made under this Title IV-E agreement shall be based on the MAPCY supplemental amount set for the individualized needs of the child and the extra parenting provided by the caregiver to meet the child's needs, plus the basic amount determined by the age of the child.

XVIII. Interstate Compact on the Placement of Children

For the purposes of the county or state's financial contribution under this agreement for placement of youth in foster care, the band agrees to accept children from out-of-state only if they are placed according to the procedures outlined in the Interstate Compact on the Placement of Children (ICPC). The parties understand and agree that the band is not legally bound to enter into the ICPC when accepting out-of-state placement of Indian children into the state, but if the band accepts any child (ren) without an ICPC agreement, the county or state will not participate financially or otherwise in the care of that child. For the purposes of the county's financial contribution under this agreement for

placement of youth in foster care, the band agrees to send or place child (ren) from the State of Minnesota to another state only if they are placed according to procedures outlined in the ICPC. The parties understand and agree that the band is not legally bound to enter into the ICPC when sending or placing child (ren) from the band into another state from the State of Minnesota, but if the band sends or places a child without an ICPC agreement, the county will not participate financially or otherwise in the care of that child. Only if a child (ren) continues under the jurisdiction of another government outside the band and the State of Minnesota does the ICPC apply.

XIX. Dispute Resolution

In the event a disagreement regarding federal Title IV-E program requirements occurs between the band, the department and/or the county, the band (American Indian Child Welfare Initiative) or the county (Non-American Indian Child Welfare Initiative) retains financial responsibility until the issue is resolved and appropriate adjustments have been made. The parties further agree to utilize Tribal State Agreement (02/22/07) for resolving the dispute.

XX. Title IV-E Foster Care Eligibility Determination Responsibility

The band shall assume responsibility for determining Title IV-E foster care eligibility for children participating in the American Indian Child Welfare Initiative and for any other children under the band's legal and financial responsibility.

Title IV-E foster care eligibility determinations for children not identified in the previous paragraph shall remain the responsibility of the county of financial responsibility.

The band shall assume responsibility for determining and re-determining federal Title IV-E foster care candidacy, adoption assistance eligibility, and Kinship Assistance for child (ren) under Tribal Court jurisdiction.

Reimbursement for allowable Title IV-E administrative and training costs for Leech Lake children under the jurisdiction of the Leech Lake Tribal Court, or in placement pursuant to a voluntary placement agreement with Leech Lake Child Welfare or foster care candidates shall be accessed through the Social Services Administrative Tribal Time Study (SSATTS) and made available to the band after the following A – G steps have been completed.

A. A time study and software application has been developed by the department;
B. Leech Lake Child Welfare staff has received training; and
C. A cost allocation plan developed by the department has been submitted for federal approval.
D. The department will provide training and technical assistance to the band to ensure compliance with federal regulations;
E. The department will conduct periodic evaluations of the band's implementation of the terms of this agreement for the purpose of determining whether the band is in compliance with the federal standards pertaining to foster care. The evaluation shall be conducted in a manner that does not interfere with the band's administration of foster care placement for Indian child (ren) within the tribe's jurisdiction;

F. Reviews will consist of department sponsored case reviews for the purpose of preparation for an upcoming federal review, and routine case consultations by the department as requested by the band. The department and the band will develop a mutually agreed upon quality assurance program to ensure on-going compliance with federal requirements.
G. The band and the department will consult with the counties to develop a process for the timely sharing of information necessary to implement this agreement.

XXI. Social Service Administrative Tribal Time Study (SSATTS)
Federal matching funds, based on federal cost allocation principles, will be made available for reimbursement to the band according to 45 CFR § 235.61-235.64.

A. Reimbursement is based on allowable administrative expenditures necessary for the proper and efficient administration of the Title IV-E foster care and adoption programs. Examples of allowable administrative costs:

1) Referral to services
2) Preparation for, and participation in, judicial determinations
3) Placement of child (ren)
4) Development of case plans
5) Case reviews
6) Case management and supervision, including:
    a) Health and safety visits
    b) Notification to parent(s) of change in the foster placement for the child (ren)
    c) Notification to the foster parent(s) of court hearings
    d) Notification regarding any changes in visits with the child (ren).
7) Recruitment and licensing of foster homes and institutions, including the cost of home studies and criminal record checks
8) A proportionate share of related agency overhead
9) Foster care rate setting
10) Management information system
11) The band's federally established indirect rate used in calculating the administrative and training reimbursement claim.

B. The department agrees to provide all time study training materials and training to Tribe within 60 days of the anticipated start date of the time study sampling.
C. The department's claiming and reimbursement procedures have been developed to ensure compliance with federal Title IV-E fiscal reporting requirements. Therefore, a quarterly reimbursement schedule has been established.
D. The band shall earn the federal administrative funds for administrative activities necessary for proper and efficient administration of the Minnesota Title IV-E Plan, consistent with Title IV-B and Title IV-E of the Social Security Act and 45 CFR § 1356.60 by participating in the SSATTS.
E. The department and the band will carry out its respective roles and responsibilities for the time study.
F. The band shall act as the administrator, trainer, and fiscal reporting agent for purposes of operating the Social Services Administrative Tribal Time Study (SSATTS) project. The department will ensure the staff person identified by the band to be the

SSATTS coordinator will receive the training to carry out the following duties: department staff shall provide the initial training to time study participants. In the future, when new staff joins the time study, the SSATTS coordinator will be asked to provide this training when department staff is not available. The following responsibilities are necessary for participation in the time study. The band will:

1) Appoint and maintain a SSATTS coordinator. The SSATTS coordinator will be responsible for overall operation of the time study. The person appointed to this position may not be a participant in the SSATTS. The SSATTS coordinator will be the singular contact for the department and as such, will be responsible for responding to, and resolving all time study questions, problems, or issues from the department for the duration of the time study;
2) Appoint and maintain a SSATTS fiscal representative who will be responsible for the accurate completion of the quarterly cost report;
3) attend all department required SSATTS trainings;
4) Identify time study participates, training of participants in activity code selection, training of participants in log sheet completion;
5) Submit of all SSATTS application materials, contracts, log sheets, cost reports, and other required forms and paperwork to the department within the required timelines.

G. The band shall submit reports as reasonably requested by the department. The reports will provide information as needed by the department to properly administer the SSATTS, and comply with all applicable federal and state laws, rules and regulations. H. The band shall ensure and provide verification that staff participating in the time study and SSATTS coordinators and fiscal representatives have completed all required training.
I. The Tribe shall comply with the requirements for claiming administrative reimbursement under Title IV-E of the Social Security Act in accordance with 45 Code of Federal Regulation (CFR) §1356.60 and the federal *Child Welfare Policy Manual.*
J. The band shall ensure that costs claimed for reimbursement through the SSATTS shall be the actual costs, to be determined in accordance with cost principles outlined in OMB Circular A-87. Properly constructed time studies shall be the basis for separating allowable from unallowable costs, and for establishing appropriate costs.
K. The band participating in the SSATTS shall maintain an accounting and financial management system adequate to support all claims for federal reimbursement through the SSATTS.
L. The band shall provide the non-federal share of all expenditures for which federal revenue is claimed through the SSATTS. In addition, the band shall ensure that expenditures submitted for federal reimbursement shall be paid from public sources other than federal funds, or funds used to match other federal funds, or from permissible federal funds.
M. The department shall forward to the band, on a quarterly basis, federal funds earned through the SSATTS. For purposes of this contract, the term "quarter" shall mean a period of 3-months ending on the last day of March, June, September and December.
N. For funds payable under this agreement, an amount not to exceed ten percent of earned federal dollars will be deducted and held by the department as a set-aside to repay the special revenue maximization account for state expenses exclusively in administering the SSATTS. Unused set-aside funds will be returned to the band on an annual basis.

O. The department shall ensure that federal reimbursement earned pursuant to this agreement shall not be used in determining the allocation or distribution of other funds to Tribes.
P. Payments to the band shall be based upon activities and costs eligible for reimbursement through Title IV-E of the Social Security Act. If at any time such federal funds become unavailable, the band shall be paid on a pro rata basis, for services satisfactorily performed, and for which federal reimbursement was received.
Q. The amount forwarded to the band shall be based on eligible activities identified through the SSATTS and quarterly costs.

1) The band shall submit SSATTS cost reports within 20-days after the end of the quarter. Cost reports received by the band more than 20-days after the end of the quarter, and amended costs reports, shall be processed one year after the original cost report was due unless otherwise agreed to by the department. Cost reports submitted more than one year after the original due date will not be eligible for reimbursement.
2) The band shall submit SSATTS log sheets to the department within 7-days from the time the log sheet was to be completed, unless otherwise agreed to by the department.

R. The department shall pay the federal reimbursement earned under this agreement, less a set-aside as defined in section N. to the band based on their earnings pursuant to the terms of payment once federal approval for this project is granted, and federal funds become available.
S. The department shall recover from the band any federal fiscal disallowances or sanctions attributable to actions of the band participating in the SSATTS. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the state, the department shall recover the proportional share of the disallowance or sanction from the band.
T. All services and reporting provided by the band pursuant to this agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations. The department agrees to work with the band to address and correct any performance or reporting issues. If efforts to rectify issues with the band are unsuccessful, the department may suspend, reduce or terminate the distribution of SSATTS funds to the band for services, SSATTS reporting, or reporting provided pursuant to this agreement found to be unsatisfactory or in violation of federal, state, or local laws and regulations.
U. The books, records, documents, and accounting procedures, and practices of the band relevant to this agreement shall be subject to examination by the department, legislative auditors, and appropriate federal and independent auditors. Records shall be sufficient to reflect all costs incurred in performance of the contract, and shall be maintained for six years.

XXII. Title IV-E Training

Federal matching funds are available for the short and long term training of child welfare personnel employed by or preparing for employment in the band's child welfare agency, in accordance with federal regulations. Foster parent(s) and staff of licensed or approved child care institutions providing foster care shall be eligible for short-term training at the initiation of, or during their provision of care.

A. All training activities shall be included in a training plan submitted and approved by the department.
B. Foster parent(s) and staff of licensed or approved child (ren) care institutions providing foster care shall be eligible for short-term training at initiation and/or during the provision of care.
C. The band will submit a payment request for reimbursement of eligible training. Reimbursement requests may be submitted quarterly and must be submitted to the department within one year of the training date.

XXII. Use of Federal Revenue

The Tribe agrees that all reimbursements resulting from Title IV-E maintenance payments, Adoption Assistance payments, and Kinship Assistance payments as well as all revenue resulting from the Social Service Administrative Tribal Time Study administrative activities shall be used to support the goals of the Leech Lake American Indian Child Welfare Initiative Project and Leech Lake Child Welfare. These funds can be used as the local match for additional federal reimbursement.

XXIV. Oversight and Quality Assurance

The band and the department acknowledge that the United States Department of Health and Human Services (DHHS), or the department, conduct periodic reviews of state agencies that receive and distribute Title IV-E funds, and that DHHS or the department requires, as a part of such reviews, that case files on children receiving Title IV-E support be made available for inspection at a designated location.
Upon reasonable advance written notice, the band will make available for review by DHHS, or department personnel, the case files and provider files on the child (ren) in foster care under the jurisdiction of the band whose foster parent(s) receive Title IV-E funds.

A. The band agrees to make the records and/or files described herein available at all reasonable times at the band's designated office for review by DHHS or the department. The files shall at all times remain the property of the band and shall be returned to the band immediately upon completion of the review process.
B. The department agrees to provide the appropriate forms, technical assistance, consultations, and monitoring to enhance compliance with the Title IV-E requirements.
C. The department will use the same laws, policies and procedures that it currently uses with counties in their review. The department agrees to provide the same opportunity to the band as provided to counties to correct the deficiency without financial burden or other sanctions.
D. The band and the department will work in partnership to ensure case files contain the proper documentation.

XXV. Data Privacy Protections

For purposes of executing its responsibilities, and to the extent set forth in this agreement, the band will be processing health care bills or payments on behalf of the department, and/or conducting other health care operations on behalf of the department. In carrying out its duties, the band will be handling protected health information, and other private information concerning individual department clients. As such, the band agrees to be

bound by federal laws 45 CFR parts 160 & 164 commonly referred to as "HIPPA" protecting the privacy or information. Agreeing to state laws should not be necessary for this agreement.

XXVI. Termination of Agreement

Either party, without cause, may terminate this agreement by giving a 60-day written notice, delivered by mail or in person, to the other party to the agreement.

XXVII. Breach of Agreement

In the event of a breach of the agreement, either party may terminate the agreement by written notice to the other party. Such notice shall specify the breach, and the party to whom notice is given shall have 30-days from the date of receipt of the notice to cure the breach. If the breach is not cured, termination shall become effective on the 31st day following receipt of notice unless the date has been extended by the parties, or such later date as specified in the notice.

XXVIII. Cooperation

The department and the band agree to cooperate to the utmost in carrying out the intent and purpose of this agreement.

XXIX. Effective Date of Agreement

This agreement shall remain in effect from the date of signing, unless modified by agreement of the parties, or terminated by either party

SIGNATURES

Chair
Leech Lake Band of Ojibwe

Date: 12-31-14

Director
Child Safety & Permanency Division
Minnesota Department of Human Services
Date: 1/9/15

Executive Director
Leech Lake Band of Ojibwe Human Services
Date: 12-31-14

Laurie Chase
Child Welfare Department Director
Leech Lake Band of Ojibwe Human Services
Date: 12-29-14