

Tribal Title IV-E Maintenance Program



*An agreement between: the State of Alaska &
Central Council Tlingit and Haida Indian Tribes of Alaska*

Table of Contents

Section 1: Parties	4
Section 2: Purpose	4
Section 3: Term of Agreement	4
Section 4: Services and Documentation to be Provided	5
Section 5: Licensure	6
Section 6: Service Area	6
Section 7: Reimbursement and Payments	6
Section 8: Title IV-E Allowable Training Costs	6
Section 9: Benefits Received on Behalf of the Child	7
Section 10: Creation and Retention of Records	7
Section 11: Accounting, Cost Principles and Audit	7
Section 12: Repayment of Improper or Erroneous Payments	7
Section 13: Assignment, Transfer or Delegation	8
Section 14: Indemnification	8
Section 15: Insurance Coverage	9
Section 16: Confidentiality and HIPAA Requirements	9
Section 17: Agreement Termination	9
Section 18: Liaison and Service of Notices	10
Section 19: Choice of Law, Remedies and Venue	10
Section 20: Scope, Amendment and Interpretation of Agreement	10
Section 21: Negative Declaration	10
Section 22: Adoptions and Guardianships	11
Section 23: Limited Waiver of Immunity	11
Section 24: Definitions	11
Section 25: Agreement Execution	12

List of Attachments

Attachment 1:	Central Council Tlingit and Haida Indian Tribes of Alaska Service Area	13
Attachment 2:	Monthly Fiscal Claim and Placement Certification	14
Attachment 3:	Population to be Served Under this Agreement	16
Attachment 4:	Adoptions and Foster Care Analysis and Reporting Systems Requirements	17
Attachment 5:	Eligibility Documentation	20
Attachment 6:	Title IV-E Out of Home Case Plan and Case Review Requirements	21
Attachment 7:	Title IV-E Subsidized Adoption and Guardianship	28
Attachment 8:	Adoption Subsidy Eligibility Initiation Checklist	36
Attachment 9:	Guardianship Subsidy Eligibility Initiation Checklist	37
Attachment 10:	Special Needs Verification	38
Attachment 11:	Tribal License Standards, Forms, Procedures and Processes	39
Attachment 12:	State of Alaska Department of Health and Social Services, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Business Associate Agreement	40
Attachment 13:	Limited Waiver of Immunity from Suit	45
Attachment 14:	Agreement Certification	49
Appendix A:	The Alaska Tribal Foster Care Standards, Procedures and Forms for Tribal Title IV-E Maintenance, dated October 2013	50

Tribal Title IV-E Maintenance Program Agreement

Introduction

This Government to Government Agreement is made between Central Council Tlingit and Haida Indian Tribes of Alaska (hereinafter known as “CCTHITA”) and the State of Alaska, Department of Health and Social Services, Office of Children’s Services (hereinafter known as “DHSS”). CCTHITA is a federally recognized Tribal government. The best interests of CCTHITA’s Tribal children in the Southeast Region of Alaska will be served by entering into this Agreement, respectfully recognizing the rights, duties and privileges of both Tribal and State citizenship.

This Agreement is entered into under the authority of the Indian Child Welfare Act 25 United States Code (U.S.C.) 1919, 42 U.S.C 672, and Alaska State Statute AS 47.14.100. Both parties agree that this document is federally authorized and bound by the law, intent and spirit of the Indian Child Welfare Act.

This Agreement allows CCTHITA access to federal funding pursuant to Title IV, Part E of the Social Security Act. This federal reimbursement program allows funding to be passed through to CCTHITA to pay for foster care in Tribal licensed homes in the CCTHITA service area as defined in Attachment 1 and referenced in Section 6 of this Agreement. By entering into this Agreement both parties embrace the intent of Congress as expressed in the Indian Child Welfare Act to support CCTHITA to care for Tribal children.

The Parties agree to perform their respective duties and responsibilities in good faith and in a spirit of cooperation to accomplish the purpose of providing foster care services to Tribal children under this Agreement.

Section 1: Parties

This Agreement is entered into between the State of Alaska, by and through DHSS, whose mailing address and telephone number are: P.O. Box 110630, 130 Seward Street, Juneau, Alaska 99801, 907-465-3191; and CCTHITA, whose mailing address and telephone number are: 320 West Willoughby Avenue, Suite 300, Juneau, Alaska, 99801, 907-463-7169.

As used herein, “Parties” refers to CCTHITA and DHSS.

Section 2: Purpose

The purpose of this Agreement is to set the terms, definitions and conditions by which the Parties intend to perform their respective duties and responsibilities, in good faith and with a genuine spirit of cooperation, in providing lawfully available Title IV-E foster care maintenance payments to all Title IV-E eligible Tribal children as set forth herein. This Agreement does not apply to voluntary placements, re-entry cases or Interstate Compact on the Placement of Children cases.

Section 3: Term of Agreement

- A. The term of this Agreement shall begin on the latest date of the final necessary signature and continue for thirty-six months with the option to renew subject to agreement by both Parties, or unless earlier terminated according to Section 17: Agreement Termination.
- B. The completion date of performance for purposes of issuance of final pass-through payment for services is the date upon which CCTHITA submits to DHSS reports per Attachment 2 under this Agreement that have been determined by DHSS to be satisfactory in form and content.

- C. Each Party, five years after termination of this Agreement, remains subject to and obligated to comply with all legal and continuing contractual obligations arising in relation to its duties and responsibilities under this Agreement including, but not limited to, record retention, audits, indemnification, insurance, the protection of confidential information, recipient grievances and appeals, and property ownership and use.

Section 4: Services and Documentation to be Provided

A. DHSS agrees as follows:

1. DHSS shall provide funding to CCTHITA in accordance with this Agreement for monthly foster care base rate payments as defined in Attachment 3 and made on behalf of the Population defined in Attachment 3 up to the amount of \$200,000 in year 1, \$360,000 in year 2, and \$480,000 in year 3.
2. Upon request and as mutually agreed upon, DHSS shall provide technical assistance and consultation to CCTHITA regarding the documentation necessary for determining a child's Title IV-E eligibility.
3. Upon receipt of any documentation that impacts Title IV-E eligibility, DHSS shall re-determine the Title IV-E eligibility of children included in the Population as defined in Attachment 3.
4. DHSS shall notify CCTHITA of all relevant available training to enhance Title IV-E compliance with federal regulations.
5. DHSS shall provide to CCTHITA federal guidance, policy interpretations, information memorandums, and program instructions related to Title IV-E received by DHSS from the Administration of Children and Families, Children's Bureau, and other information affecting or impacting this Agreement to the extent such information is not otherwise independently available to CCTHITA (such as notices of Title IV-E Foster Care Reviews and requests for information).

B. CCTHITA agrees as follows:

1. CCTHITA shall provide Title IV-E foster care payments to Tribal licensed foster care providers on behalf of the Population defined in Attachment 3 in accordance with this Agreement.
2. CCTHITA shall comply with all applicable federal requirements and Attachments 1 through 14, which are incorporated by reference into this Agreement.
3. CCTHITA shall provide DHSS all Adoption and Foster Care Analysis and Reporting System (AFCARS) data elements as outlined in Attachment 4, and the eligibility documentation as listed in Attachment 5 within the timeframes specified.
4. CCTHITA shall provide eligibility documentation as required in Attachment 5.
5. CCTHITA agrees to follow the case plan and case review requirements as required in Attachment 6.

6. CCTHITA shall document all caseworker visits in ORCA by the 10th calendar day of the month for visits occurring in the previous month.
7. CCTHITA shall provide all documentation required in Attachments 7 through 10 to DHSS for each child whom CCTHITA refers for a Title IV-E adoption or guardianship subsidy.
8. CCTHITA shall allow DHSS and the Administration for Children and Families access to case files, provider files, financial and eligibility documentation, and foster care payment information on children receiving Title IV-E support as necessary for periodic reviews and to ensure Title IV-E compliance. Site reviews are for Title IV-E purposes only and do not measure quality or substance related to case practice. Files shall be made available for inspection at a mutually agreed upon location. The files shall at all times remain CCTHITA's property and shall be returned to CCTHITA immediately upon completion of the review.

Section 5: Licensure

CCTHITA agrees to comply with Attachment 11 related to Tribal licensed foster homes and agree to use all forms in Appendix A.

Section 6: Service Area

CCTHITA's service area is identified in Attachment 1, and for the purpose of this Agreement includes all areas within the City and Borough of Juneau.

Section 7: Reimbursement and Payments

- A. DHSS shall reimburse CCTHITA for foster care payments on behalf of the Population, following CCTHITA's submission of all required information necessary to determine eligibility, completion of all required data entry as specified in Section 4, and submission of the monthly reports (Attachment 2). DHSS shall make timely foster care payments on a lagged monthly basis (e.g. payments for the month will begin three months after execution of this Agreement – April payments would be reimbursed in July, May payments would be reimbursed in August).
- B. Equality of Payments: Foster care payments made under this Agreement shall be equal to the base rate foster care payments that DHSS would make if the children were in the care of DHSS under State court jurisdiction.

Section 8: Title IV-E Allowable Training Costs

In order to be eligible for reimbursement, all training costs shall be included in the CCTHITA's training plan that is included in DHSS Child and Family Services Plan submitted to the federal Administration of Children and Families regional office and have prior assurance from DHSS that the training is Title IV-E reimbursable. CCTHITA's training plan can be amended to include appropriate training throughout the contract period with prior DHSS approval. Training must be claimed on the Certification of Expenditure included under the administration and short-term training agreement.

Section 9: Benefits Received on Behalf of the Child

1. Before DHSS can transfer a Title IV-E foster care payment under this Agreement on behalf of a Title IV-E eligible child, CCTHITA shall utilize all funding available to the child including, but not limited

- to, Social Security death benefits, Auxiliary benefits from a disabled parent, Railroad or Veteran benefits, and child support payments, to offset the cost of care.
2. When custody of a child who is receiving social security benefits is transferred to CCTHITA tribal jurisdiction, DHSS shall notify the Social Security Administration of the custody change, and CCTHITA shall request to be the representative payee.
 3. When DHSS maintains a Permanent Fund Dividend trust fund for a child in a case that is transferred from state court to tribal court, CCTHITA shall provide DHSS with a copy of the tribal court order accepting transfer of the child's case from state jurisdiction to CCTHITA. Upon receipt of the order, DHSS shall transfer the money in the state trust fund to the tribal trust fund established on behalf of the child.

Section 10: Creation and Retention of Records

- A. CCTHITA shall create and maintain records of the services covered by this Agreement, including financial records, supporting documents and such other records required by law or this Agreement.
- B. CCTHITA and DHSS shall retain records for a period of five full federal fiscal years from the completion of the foster care episode, or five full calendar years after the end of this Agreement, whichever period is longer. If any litigation, review, claim or audit is started before the expiration of the retention period applicable under the prior sentence in this paragraph, the records shall be retained until all litigation, reviews, claims or audit findings involving the records have been resolved.

Section 11: Accounting, Cost Principles and Audit

CCTHITA shall permit authorized representatives of DHSS and the applicable audit agencies of the United States Government to review the records of CCTHITA in order to satisfy audit or program evaluation purposes. Audit and program evaluation purposes include, but are not limited to, the following:

- C. To document the relationship between the financial assistance paid by DHSS under this Agreement and the amounts expended by CCTHITA.
- D. To ensure that reportable expenses under this Agreement are in accordance with Federal OMB Circular A-133 as applicable on allowable costs.

Section 12: Repayment of Improper or Erroneous Payments

- A. In the event of a potential erroneous or improper payment, the following procedures shall apply:
 1. If CCTHITA believes an overpayment, underpayment or another improper and erroneous payment has been made, CCTHITA shall notify DHSS verbally and send an email follow-up as soon as possible and no later than five working days of the discovery.
 2. If DHSS believes an overpayment, underpayment or another improper or erroneous payment has been made, DHSS shall notify CCTHITA verbally and send an email follow-up as soon as possible and no later than five working days of the discovery.
 3. DHSS shall determine if the payment was improper or erroneous and notify CCTHITA of its determination. If the error is not resolved between the Parties within two billing

cycles, the CCTHITA Child Welfare Coordinator and DHSS Tribal Title IV-E Program Coordinator shall meet for the purpose of discussion and resolution of the issue per paragraph B.

- B. If the CCTHITA Child Welfare Coordinator and DHSS Tribal Title IV-E Program Coordinator cannot resolve the payment issue identified in paragraph A, they, along with CCTHITA's Chief Financial Officer and DHSS Fiscal Program Officer, will meet and endeavor to enter into a written agreement that includes repayment timelines; provisions for deducting amounts owed from future payments; and remedies in the event of noncompliance.
- C. If the Parties fail to come to a resolution of the situation, then the Parties may exercise their rights to a remedy as provided in Section 19: Choice of Law, Remedies and Venue.
- D. If federal authorities demand repayment of all or a portion of the federal funds or disallow payment of all or a portion of the federal funds to CCTHITA under this Agreement, CCTHITA shall pay DHSS the amount necessary to satisfy the disallowance that is related to this Agreement.

Section 13: Assignment, Transfer or Delegation

- A. CCTHITA has designated its Child Welfare Program as its lead for implementing this Agreement. The State of Alaska has designated DHSS as the lead state agency to administer the Tribal Title IV-E Maintenance Program Agreement.
- B. CCTHITA may not assign, transfer, or delegate, in whole or in part, this Agreement or any right or duty arising under this Agreement, unless DHSS and CCTHITA mutually agree to the terms in writing.
- C. An assignment, transfer, or delegation entered into by CCTHITA must be in writing, be subject to the terms and conditions of this Agreement, and contain any further conditions as may be required by DHSS.
- D. DHSS's approval of any assignment, transfer, or delegation neither makes DHSS a party to that agreement nor creates any right, claim or interest in favor of any party to that agreement against DHSS.
- E. CCTHITA shall immediately notify DHSS of any litigation concerning any assignment, transfer, or delegation.

Section 14: Indemnification

CCTHITA shall indemnify, hold harmless, and defend DHSS from and against any claim of, or liability for, error, omission, or negligent act of CCTHITA under this Agreement. CCTHITA shall not be required to indemnify DHSS for a claim of, or liability for, the independent negligence of DHSS. If there is a claim of, or liability for, the joint negligent error or omission of CCTHITA and the independent negligence of DHSS, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "CCTHITA" and "DHSS," as used within this and in Section 15: Insurance Coverage, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in DHSS's selection, administration, monitoring, or controlling of the CCTHITA and in approving or accepting CCTHITA's work.

Section 15: Insurance Coverage

Without limiting CCTHITA's indemnification, it is agreed that CCTHITA shall purchase at its own expense and maintain in force at all times during the performance of services under this Agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the CCTHITA's policy contains higher limits, the State shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to DHSS prior to beginning work and must provide for a notice of cancellation, nonrenewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of this Agreement. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

1. Workers' Compensation Insurance: CCTHITA shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
2. Commercial General Liability Insurance: covering all business premises and operations used by CCTHITA in the performance of this Agreement with minimum coverage limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate per year.
3. Commercial Automobile Liability Insurance: covering all vehicles used by CCTHITA in the performance of services under this Agreement with minimum coverage limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate per year.

Section 16: Confidentiality and HIPAA Requirements

CCTHITA agrees to comply with all requirements in the State of Alaska Department of Health and Social Services, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Business Associate Agreement, Attachment 12.

Section 17: Agreement Termination

- A. Either Party may terminate this Agreement only for good cause. The Party terminating this Agreement shall give notice of termination to the other Party at least 60 days prior to the effective date of termination.
- B. Notice of termination must be given in writing to the individuals listed in Section 18: Liaison and Service of Notices.
- C. Neither Party may revoke a notice of termination once given, without the express consent of the other Party.
- D. Notwithstanding termination of this Agreement under this section, the Parties shall complete performance per Section 3: Term of Agreement.

Section 18: Liaison and Service of Notices

- A. Tribal Title IV-E Program Coordinator, P.O. Box 110630, 130 Seward Street, Juneau, Alaska 99801, 907-465-3191 is DHSS's liaison for program, financial and Title IV-E eligibility matters under this Agreement.
- B. Child Welfare Coordinator, 320 West Willoughby, Suite 300, Juneau, Alaska 99801, 907-463-7169 is CCTHITA's liaison for program, financial and Title IV-E eligibility matters under this Agreement.
- C. The above-listed persons serve as the primary contacts between the Parties for written notices regarding audits and/or quality assurance reviews, any fiscal matter, trainings under Section 4: Services and Documentation to be Provided and Section 5: Licensure, and other significant program-related issues.

Section 19: Choice of Law, Remedies and Venue

- A. This Agreement shall be governed and interpreted according to applicable federal laws and regulations and applicable State of Alaska laws and regulations.
- B. In the spirit of this Agreement, the Parties shall first meet and confer for the purpose of resolving any disputes that may arise under this Agreement.
- C. If resolution under paragraph 19.B is not possible, the Parties shall enter into binding arbitration with one Tribe chosen arbitrator and one State chosen arbitrator. If binding arbitration is unsuccessful, Parties may seek other remedies provided by law.
- D. Venue shall be in Alaska State Court or United States Federal Court as appropriate.

Section 20: Scope, Amendment and Interpretation of Agreement

This Agreement consists of 9 pages and Attachments 1 through 14, including Appendix A as incorporated by reference. This is the entire agreement between the Parties.

- A. No statements, promises, or inducements made by either Party or their agents are valid or binding if not contained herein.
- B. The headings to the sections of this Agreement are for convenience of reference and do not modify the terms and language of the provisions to which they are headings.
- C. This Agreement may not be modified or altered except by written amendment signed by the Parties.
- D. If any provision of this Agreement is determined by a court of law to be invalid legally, all other provisions of this Agreement remain in effect and are valid and binding on all Parties.
- E. If there is a conflict among documents, pages 4 through 12 of this Agreement shall govern the resolution of the conflict.
- F. To the extent this Agreement or any attachment is based on or contains references to federal regulations, current federal regulations control.

Section 21: Negative Declaration

This Agreement has been entered into to set forth the terms, definitions, conditions and responsibilities of the Parties with regard to the provision of Title IV-E foster care services pursuant to CCTHITA's Child Welfare Program. It is not intended to reflect or be viewed as reflecting in any other context either Party's position with respect to any issue of tribal or state jurisdiction on any matter. Nothing in this Agreement shall be construed as reason or authority to substitute any federal or state statute for Title IV-E of the Social Security Act as the basis for any civil or administrative claim which names the State of Alaska or any of its agencies as named Party, or which may involve the State of Alaska or any of its agencies as a named, impleaded, or necessary third party under this Agreement. Neither this Agreement nor conduct under this Agreement shall be offered as evidence, otherwise referred to in any present or future litigation unrelated to the subject matter of this Agreement, or used to further either Party's equitable or legal position in any litigation unrelated to the subject matter of this Agreement. Each Party reserves all rights, arguments and defenses that are available to it under the law, and nothing in this Agreement shall be interpreted or construed as an express or implicit waiver of any such right, argument or defense.

Section 22: Adoptions and Guardianships

DHSS shall pay Title IV-E Adoption and Guardianship assistance payments on behalf of Tribal children, who are Title IV-E foster care eligible and included in the Population defined in Attachment 3 and meet Title IV-E Adoption or Guardianship eligibility requirements per 42 U.S.C. § 673 and Attachments 7 through 10.

Section 23: Limited Waiver of Immunity

Reference Attachment 13 – Limited Waiver of Immunity from Suit.

Section 24: Definitions

“Consultation” means a conference between two or more representatives from both CCTHITA and DHSS to consider a particular question or issue related to the maintenance program.

“Foster Care Payment” is defined as a DHSS base rate foster care payment.

“Improper or erroneous payments” means payments made in error that result in an underpayment or overpayment.

“Maintenance program” means the Tribal Title IV-E Maintenance Program entered into by CCTHITA and DHSS under this Agreement.

“Population” refers to the Tribal children defined in Attachment 3.

“Re-Entry Case” means a case where the child has been released from custody of a Title IV-E agency and voluntarily comes back into custody in order to receive services.

“Service Area” means the geographical area defined in Attachment 1.

“Technical Assistance” means providing advice, assistance, and training pertaining to the implementation and operation of the maintenance program.

“Tribal children” means children placed within the service area who are members of, or are eligible for membership in CCTHITA.

Section 25: Agreement Execution

The Parties through their authorized agents have executed this Agreement on the dates set out below:

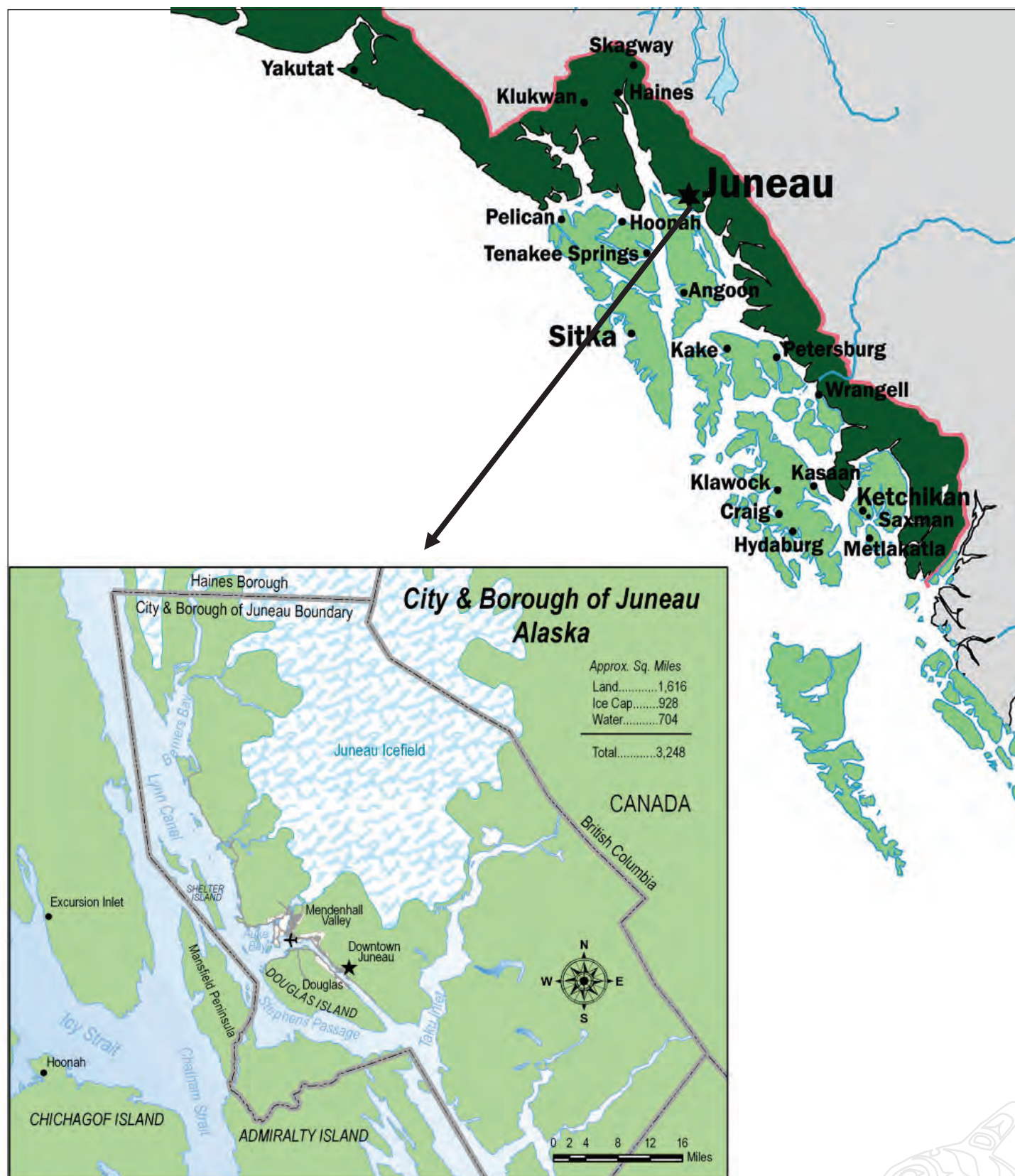
By: _____ Date: _____

Richard Peterson, President
Central Council Tlingit and Haida Indian Tribes of Alaska

By: _____ Date: _____

Valerie Davidson, Commissioner
State of Alaska, Department of Health and Social Services

Attachment 1
Central Council Tlingit and Haida Indian Tribes of Alaska Service Area



Monthly Fiscal Claim for Tribal IV-E Maintenance

Placement Period From: To:

See Attached Placement Certification for Tribal IV-E Maintenance for Detailed Information.

Total Payment

Improper Payments		Child ID	Child Case	Provider ID	Provider Name	Provider Location	Service Type	Payment Start Date	Payment End Date	Amount	Collocation Code	Eligibility Status
Last Name Child	First Name Child											

Total Recoupment

Child Support Received

SS Benefits Received

Other Benefits Received

Total Tribal Reimbursement

Note: Any child support, SS benefits, etc. should reflect the month received not be adjusted for prior months.

I certify the information above is complete and accurate.

Signature Date

[illegible]

Attachment 3 — Population to be Served Under this Agreement

1. **State Transfer Cases.** These are cases that originated in State Court and jurisdiction transferred to Tribal Court after Title IV-E eligibility was determined. There are two categories of Tribal children included in the program under this “transfer” category.
 - a. Tribal children whose Title IV-E determination is complete and are Title IV-E eligible and reimbursable. For cases under this category, the DHSS will reimburse the federal and State share of the foster care payment based on the current Federal Medical Assistance Percentage (FMAP) and state foster care base rates.

Note: If a Tribal child becomes temporarily ineligible the payment will stop entirely. CCTHITA will have 3 months to remedy eligibility status. If after 3 months, the Tribal child is still not Title IV-E eligible and reimbursable, the Tribal child will be discharged from this program and CCTHITA will work with the provider to access other available funding.
 - b. Tribal children whose Title IV-E determination is complete and are Title IV-E denied. For cases in this category, the DHSS will reimburse the foster care payment.

Attachment 4 — Adoption and Foster Care Analysis and Reporting System Requirements

Adoption and Foster Care Analysis and Reporting System (AFCARS) collects case level information on all children for whom Title IV-E funds are used to pay for foster care and included in the foster care reporting population. Children who are adopted and receiving Title IV-E adoption subsidy are also included in the reporting population. AFCARS reporting elements include information on foster and adoptive parents.

Administration for Children and Families (ACF) uses AFCARS data for a number of reasons, including:

- Title IV-E Eligibility Reviews
- Child and Family Services Reviews (CFSR)
- Allotment of funds in the Chafee Foster Care Independence Program (CFCIP)

States are required to submit AFCARS data semi-annually to ACF. The AFCARS report periods are October 1 through March 31 and April 1 through September 30. Data for each report period are due no later than May 15 and November 14, respectively.


Foster Care Elements		
Item	Category	Date Data is Required from Tribe
1. State 2. Report period ending date 3. Local agency FIPS code 4. Record number	General Information	DHSS determines upon case creation.
5. Most recent periodic review date 6. Date of birth 7. Sex 8. Race 9. Hispanic origin 10. Child diagnosed with disabilities 11. Mental retardation 12. Visually or hearing impaired 13. Physically disabled 14. Emotionally disturbed 15. Other diagnosed conditions 16. Has child ever been adopted 17. Age of child when adopted	Child's Demographic Information	Within 10 business days of change in circumstance.
18. Date of first removal from home 19. Total number of removals 20. Discharge date from last episode 21. Date of latest removal 22. Computer-generated date 23. Placement date in current setting 24. # of previous setting in episode	Removal/Placement Setting Indicators	DHSS will have information for State transfer cases.
25. Manner of removal for episode 26. Physical abuse 27. Sexual abuse 28. Neglect 29. Parent alcohol abuse 30. Parent drug abuse 31. Child alcohol abuse 32. Child drug abuse 33. Child disability 34. Child's behavior problem 35. Death of parent 36. Incarceration of parent 37. Caretaker inability to cope	Circumstances Associated with Removal	DHSS will have information for State transfer cases.

38. Abandonment 39. Relinquishment 40. Inadequate housing	Circumstances Associated with Removal	DHSS will have information for State transfer cases.
41. Current placement setting 42. Out of state placement	Current Placement Settings	DHSS will have information for state transfer cases. All placements must be updated in ORCA within 2 business days of change in placement.
43. Most recent case plan goal	Most Recent Case Plan Goal	Within 10 business days of creating case plan or changes in case plan goals must be entered into ORCA.
44. Caretaker family structure 45. 1 st principal caretaker birth year 46. 2 nd principal caretaker birth year	Principal Caretaker Information	DHSS will have information for State transfer cases. Must be updated in ORCA within 5 business days of caretaker information change.
47. Date of mother's TPR 48. Date of father's TPR	Termination Parental Rights	Must be updated within 10 business days of receipt of court order.
49. Foster family structure 50. 1 st foster caretaker's year of birth 51. 2 nd foster caretaker's year of birth 52. 1 st foster caretaker's race 53. 1 st foster caretaker's Hispanic origin 54. 2 nd foster caretaker's race 55. 2 nd foster caretaker's Hispanic origin	Foster Parent Data	DHSS will have information for State transfer cases. Must be updated with 2 business days of provider change.
56. Date of discharge from foster care 57. Computer generated date 58. Reasons for discharge	Discharge Data	Must be updated within 2 business days of discharge.
59. Title IV-E (foster care) 60. Title IV-E (adoption assistance) 61. Title IV-A (AFDC) 62. Title IV-D (Child Support) 63. Title XIX (Medicaid) 64. SSI or other social security 65. None of the above 66. Amount of monthly payment	Sources of Federal Financial Support/Assistance for Child	DHSS will provide this information.

Adoption Elements		
Item	Category	Date Data is Required from Tribe
1. State 2. Report period ending date 3. Record number 4. State involvement	General Information	DHSS determines upon case creation
5. Child's date of birth 6. Sex 7. Race 8. Hispanic origin	Child's Demographic Information	DHSS will have information in ORCA system due to Foster Elements above.
9. Special needs - agency 10. Special needs - primary basis 11. Mental retardation 12. Visually/hearing impaired 13. Physically disabled 14. Emotionally disturbed 15. Other diagnosed condition	Special Needs Status	At time of Application of Adoption Subsidy.
16. Mother's year of birth 17. Father's year of birth 18. Mother married	Birth Parents	Already in ORCA.

19. Date of mother's TPR 20. Date of father's TPR 21. Date adoption legalized	Court Actions	TPR at time of Application of Adoption Subsidy. Date Adoption is legalized should be provided to OCS Adoption's Unit within 10 days after receipt of Adoption Decree.
22. Adoptive family structure 23. Mother's year of birth 24. Father's year of birth 25. Adoptive mother's race 26. Hispanic origin - mother 27. Adoptive father's race 28. Hispanic origin - father 29. Relationship - stepparent 30. Relationship - other relative 31. Relationship - foster parent 32. Relationship - other non-relative	Adoptive Parent Data	At time of Application of Adoption Subsidy if not already provided for Foster Care.
33. Child was placed from 34. Child was placed by	Placement Information	At time of Application of Adoption Subsidy.
35. Monthly subsidy 36. Monthly amount 37. Adoption assistance	Financial Adoption Support	DHSS will provide this information.

Attachment 5 — Eligibility Documentation

	ATTACHMENT 5 TRIBAL TITLE IV-E MAINTENANCE ELIGIBILITY DOCUMENTATION	<i>Transfer Case</i> <input type="checkbox"/>	
SECTION I. CASE IDENTIFYING INFORMATION			
CHILD LAST NAME	CHILD FIRST NAME	DOB	CHILD ORCA ID
SECTION II. TRANSFER CASE			
The following documents will be available through ORCA. If unable to obtain, send request to DHSS.			
	DOCUMENT	COMMENTS	
<input type="checkbox"/>	Removal Date		
<input type="checkbox"/>	Petition		
<input type="checkbox"/>	First Court Order		
<input type="checkbox"/>	Subsequent Court Orders		
<input type="checkbox"/>	Legal & Placement History		
<input type="checkbox"/>	Medicaid Documents		
<input type="checkbox"/>	Permanency & Disposition Reports		
SECTION III. ELIGIBILITY DETERMINATION INFORMATION TO BE PROVIDED AT TRANSFER			
	REQUIRED DOCUMENT/INFO	COMMENTS	
<input type="checkbox"/>	Placement & Licensing Information	A copy of the license and any pertinent background check information.	
<input type="checkbox"/>	Order Accepting Transfer of Jurisdiction from State to Tribe	Tribe must have Tribal Custody and Placement and Care Authority documented.	
SECTION IV. ONGOING REQUIREMENTS			
The following documents must be provided to the State of Alaska Eligibility Technician with 15 days of any action for each child eligible under the agreement.			
	REQUIRED DOCUMENT/INFO	COMMENTS	
<input type="checkbox"/>	All Court Orders		
<input type="checkbox"/>	Placement & Licensing Detail	All information must be entered into ORCA within 48 hours of any modification.	

Attachment 6 - Title IV-E Out of Home Case Plan and Case Review Requirements

Title IV-E Case Plan Requirements

The following is a compilation of Title IV-E case plan requirements by law and regulation that must be met for each child.

Out-of-Home Case Plans for each child must:

- A. Be a written document which is a discrete part of the case record, in a format determined by the Tribe, which is developed jointly with the parent(s) or guardian of the child in foster care (*45 CFR 1356.21(g)(1)*); and
- B. Be developed within a reasonable period, to be established by the Tribe, but in no event later than 60 days from the child's removal from the home (*45 CFR 1356.21(g)(2)*); and
- C. Include a plan for assuring the child receives safe and proper care and services are provided to the parents, child, and foster parents in order to improve the conditions in the parent(s) home, facilitate the child's return to their own safe home or the permanent placement of the child, and address the needs of the child while in foster care, including a discussion of the appropriateness of the services that have been provided to the child under the plan (*42 U.S.C. 675(1)(B)*); and
- D. Include a discussion of how the plan is designed to achieve a placement in the least restrictive (most family-like) setting available and in close proximity to the home of the parent(s) when the case plan goal is reunification and a discussion of how the placement is consistent with the best interests and special needs of the child (*45 CFR 1356.21(g)(3)*); and
- E. Include a description of the type of home or institution in which the child is to be placed (*42 U.S.C. 675(1)(A)*); and
- F. Include a discussion of the appropriateness of the placement and how the responsible agency plans to carry out the voluntary placement agreement entered into or judicial determination made with respect to the child in accordance with (*672(a)(1) of the Act 42 U.S.C. 675(1)(A)*); and
- G. Be designed to achieve placement in the least restrictive (most family-like) setting available and in close proximity to the parents' home consistent with the best interest and special needs of the child (*42 U.S.C. 675(5)(A)*); and
- H. Include reasons for why the placement is in the best interests of the child if the child has been placed in a foster family home or child-care institution a substantial distance from the home of the parents of the child, or in a state different from the state in which the home is located. (*42 U.S.C. 675(5)(A)(i)*); (note: this requirement will not be applicable to out of state cases since ICPC cases are not included in this agreement); and
- I. Include a requirement that periodically, but not less frequently than every 6 months, a caseworker in the state where the parents live visit the child in the home or institution and submit a report on the visit to the agency of the state where the parents reside if the child has been placed in foster care outside the state in which the home of the parents of the child are located. (*42 U.S.C. 675(5)(A)(ii)*); (note: this requirement will not be applicable to this agreement since ICPC cases are not included); and
- J. Include, the health and education records of the child, including the most recent information available regarding:
 - 1. the names and addresses of the child's health and educational providers;
 - 2. the child's grade level performance;
 - 3. the child's school record;
 - 4. assurances that the child's placement in foster care takes into account proximity to the school in which the child is enrolled at the time of placement;

5. a record of the child's immunizations;
 6. the child's known medical problems;
 7. the child's medications; and
 8. any other relevant health and education information concerning the child determined to be appropriate by the Tribe (*42 U.S.C. 675(1)(C)*); and
- K. Include a plan for ensuring the educational stability of the child while in foster care, including assurances that each placement of the child in foster care takes into account the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement; and
1. an assurance that the Tribe has coordinated with appropriate local educational agencies (as defined under section 9101 of the Elementary and Secondary Education Act of 1965) to ensure the child remains in the school in which the child is enrolled at the time of each placement; or
 2. if remaining in such school is not in the best interests of the child, assurances by the Tribe and the local educational agencies to provide immediate and appropriate enrollment in a new school, with all of the educational records of the child provided to the school (*42 U.S.C. 675(1)(G)*); and
- L. Where appropriate, for a child 14 or over, include a written description of the programs and services which will help such child prepare for the transition from foster care to independent living (*42 U.S.C. 675(1)(D)*); and
- M. Youth age 14 and older will be able to have two approved members of their choosing (not the youth's foster parent or case worker), to participate as a member of the case planning team. The Tribe has the right to reject an individual selected by the youth if the Tribe has good cause to believe that the individual would not act in the best interests of the youth; and
- N. The case plan for any child in foster care under the responsibility of the Tribe who has attained 14 years of age shall include (*42 U.S.C. 675a (b)*):
1. a document that describes the rights of the child with respect to education, health, visitation, and court participation, the right to be provided with the documents specified in section (*42 U.S.C. 675(5)(I)*) in accordance with that section, and the right to stay safe and avoid exploitation; and
 2. a signed acknowledgment by the child that the child has been provided with a copy of the document and that the rights contained in the document have been explained to the child in an age-appropriate way; and
- O. Include documentation regarding the steps the Tribe is taking to find an adoptive family or other permanent living arrangement for the child, to place the child with an adoptive family, a fit and willing relative, a legal guardian, or in another planned permanent living arrangement, and to finalize the adoption or legal guardianship for child whom the permanency plan is adoption or placement in another permanent home. When the case plan goal is adoption, at a minimum, such documentation shall include child specific recruitment efforts such as the use of state, regional, and national adoption exchanges including electronic exchange systems to facilitate orderly and timely in-state and interstate placements (*42 U.S.C. 675(1)(E)*); and
- P. If the Tribe has determined that there is a compelling reason not to file a petition for termination of parental rights for a child who has been placed out-of-home for 15 out of the last 22 months, the compelling reason must be documented in the case plan, which must be available for court review (*42 U.S.C. 675(5)(E)(ii)*).

Additional Case Plan Requirements for Guardianship and Children Turning 18

- A. Guardianship: In the case of a child with respect to whose the permanency plan is placement with a relative and receipt of kinship guardianship assistance payments under section 42 U.S.C. 673(d), include a description of:
 - 1. the steps that the Tribe has taken to determine that it is not appropriate for the child to be returned home or adopted;
 - 2. the reasons for any separation of siblings during placement;
 - 3. the reasons why a permanent placement with a fit and willing relative through a kinship guardianship assistance arrangement is in the child's best interests;
 - 4. the ways in which the child meets the eligibility requirements for a kinship guardianship assistance payment;
 - 5. the efforts the Tribe has made to discuss adoption by the child's relative foster parent as a more permanent alternative to legal guardianship and, in the case of a relative foster parent who has chosen not to pursue adoption, documentation of the reasons; and
 - 6. the efforts made by the Tribe to discuss with the child's parent or parents the kinship guardianship assistance arrangement, or the reasons why the efforts were not made (42 U.S.C. 675(1)(F)).
- B. Child turning 18: During the 90-day period immediately prior to the date on which the child will attain 18 years of age, whether during that period foster care maintenance payments are being made on the child's behalf or the child is receiving benefits or services under section 42 U.S.C. 677, a caseworker on the staff of the Tribe, and as appropriate, other representatives of the child provide the child with assistance and support in developing a transition plan that:
 - 1. is personalized at the direction of the child;
 - 2. includes specific options on housing, health insurance, education, local opportunities for mentors and continuing support services, and work force supports and employment services;
 - 3. includes information about the importance of designating another individual to make health care treatment decisions on behalf of the child if the child becomes unable to participate in such decisions and the child does not have, or does not want, a relative who would otherwise be authorized under State/Tribal law to make such decisions, and provides the child with the option to execute a health care power of attorney, health care proxy, or other similar document recognized under State/Tribal law; and
 - 4. is as detailed as the child may elect (42 U.S.C 675(5)(H)).

Title IV-E Case Review Requirements

The Title IV-E case review must meet the following requirements for each child's case.

- A. A review of each child's status must be made no less frequently than once every six months either by a court or by an administrative review to:
 - 1. determine the safety of the child, the continuing need for and appropriateness of the placement including proximity to the parent's home, consistent with the best interest and special needs of the child;
 - 2. determine the extent of compliance with the case plan;
 - 3. determine the extent of progress made toward alleviating or mitigating the causes necessitating the placement;

4. determine whether the child has had the opportunity to engage in “age or developmentally-appropriate activities”; and
 5. project a likely date by which the child may be returned and safely maintained at home or placed for adoption or legal guardianship (42 U.S.C. 675(5)(B)).
- B. If an administrative review is conducted:
1. the review must be open to the participation of the parents of the child; and
 2. the review must be conducted by a panel of appropriate persons, at least one of whom is not responsible for the case management of, or delivery of services to either the child or the parents who are the subject of the review (42 U.S.C. 675(6)).
- C. The Tribe must hold permanency hearings for all children under the responsibility for placement and care of the Title IV-E/IV-B agency, including children for whom the Tribe claims federal reimbursement for the costs of voluntary foster care maintenance payments (45 CFR 1356.21(h) & 42 U.S.C. 675(5)(C)).
- D. The permanency hearing must take place within 12 months of the date the child is considered to have entered foster care (as defined within the meaning of 675(5)(F)) and not less frequently than every 12 months thereafter during the continuation of foster care (45 CFR 1356.21(h) & 42 U.S.C. 675(5)(C)).

The federal definition of the date a child is considered to have entered foster care on the earlier of:

1. the date of the first judicial finding that the child has been subjected to child abuse or neglect; or
2. the date that is 60 days after the date on which the child is removed from the home (45 CFR 1355.20(a) & 42 U.S.C. 675(5)(F)).

Note: For purposes of this Agreement, the date the child is considered to have entered foster care is the date the child was removed from their home.

- E. When a court determines that reasonable efforts to return the child home are not required, a permanency hearing must be held within 30 days of that determination, unless the requirements of the permanency hearing are fulfilled at the hearing in which the court determines that reasonable efforts to reunify the child and family are not required (45 CFR 1356.21(h)(2) & 42 U.S.C. 671(a)(15)(E)(i)).
- F. A permanency hearing shall determine:
1. the permanency plan for the child that includes whether, and if applicable when, the child will be returned to the parent, or
 - placed for adoption and the Tribe will file a petition for termination of parental rights, or
 - referred to legal guardianship, or
 - in cases where the Tribe has documented to the court a compelling reason for determining that it would not be in the best interest of the child to return home, be referred for termination of parental rights, or
 - be placed for adoption, with a fit and willing relative, or with a legal guardian placed in another planned permanent living arrangement;
 2. in the case of a child who will not be returned to the parent, the hearing shall consider in-state and out-of-state placement options;
 3. in the case of a child placed out of the state in which the home of the parent(s) of the child is located, the hearing shall determine whether the out-of-state placement continues to be appropriate and in the best interests of the child;

4. in the case of a child who has attained age 14, the services needed to assist the child to make the transition from foster care to successful living (*45 CFR 1356.21(b)(3); 42 U.S.C. 675(5)(C); & 42 U.S.C. 671(a)(15)(E)(i)*).
- G. In any permanency hearing held with respect to the child, including any hearing regarding the transition of the child from foster care to successful living, procedural safeguards shall be applied to assure the court or administrative body conducting the hearing consults, in an age-appropriate manner, with the child regarding the proposed permanency or transition plan for the child (*45 CFR 1356.21(b)(3); 42 U.S.C. 675(5)(C)(iii); & 42 U.S.C. 671(a)(15)(E)(i)*).
- H. Procedural safeguards are also to be applied with respect to parental rights pertaining to the removal of the child from the home of his/her parents, to a change in the child's placement, and to any determination affecting visitation privileges of parents (*42 U.S.C. 675(5)(C)(ii)*).
- I. If the Tribe concludes, after considering reunification, adoption, legal guardianship, or permanent placement with a fit and willing relative, that the most appropriate permanency plan for a child is placement in another planned permanent living arrangement, the Tribe will document to the court the compelling reason for the alternate plan (*45 CFR 1356.21(h)(3)*).
- J. In the case of any child for whom another planned permanent living arrangement is the permanency plan determined for the child under section (*42 U.S.C. 675(5)(C)*), the following requirements shall apply for purposes of approving the case plan for the child and the case system review procedure for the child (*42 U.S.C. 675a (a)*):
1. Documentation of intensive, on-going, unsuccessful efforts for family placements. At each permanency hearing held with respect to the child, the Tribe documents the intensive, ongoing, and, as of the date of the hearing, unsuccessful efforts made by the Tribe to return the child home or secure a placement for the child with a fit and willing relative (including adult siblings), a legal guardian, or an adoptive parent, including through efforts that utilize search technology (including social media) to find biological family members for the children.
 2. Redetermination of appropriateness of placement at each permanency hearing. The Tribe shall implement procedures to ensure that, at each permanency hearing held with respect to the child, the court or administrative body appointed or approved by the court conducting the hearing on the permanency plan for the child does the following:
 - a. Ask the child about the desired permanency outcome for the child.
 - b. Make a judicial determination explaining why, as of the date of the hearing, another planned permanent living arrangement is the best permanency plan for the child and provide compelling reasons why it continues to not be in the best interests of the child to:
 - (i). return home;
 - (ii). be placed for adoption;
 - (iii). be placed with a legal guardian; or
 - (iv). be placed with a fit and willing relative.
 3. Demonstration of support for engaging in age or developmentally-appropriate activities and social events. At each permanency hearing held with respect to the child, the Tribe shall document the steps the Tribe is taking to ensure that:
 - (a) the child's foster family home or child care institution is following the reasonable and prudent parent standard; and

- (b) the child has regular, ongoing opportunities to engage in age or developmentally appropriate activities (including by consulting with the child in an age-appropriate manner about the opportunities of the child to participate in the activities).
- K. The Tribe will file a petition (or, if such a petition has been filed by another party, seek to be joined as a party to the petition) to terminate the parental rights of a parent(s) (*45 CFR 1356.21(i)(1)* & *42 U.S.C. 675(5)(E)*):
1. For a child who has been in foster care under the responsibility of the Tribe for 15 of the most recent 22 months, the petition must be filed by the end of the child's 15th month in foster care. In calculating when to file a petition for termination of parental rights, the Tribe (*45 CFR 1356.21(i)(1)(i)*):
 - will calculate the 15 out of the most recent 22 month period from the date the child entered foster care as defined at section *675(5)(F)* of the Act;
 - will use a cumulative method of calculation when a child experiences multiple exits from and entries into foster care during the 22 month period;
 - will not include trial home visits or runaway episodes in calculating 15 months in foster care.
 2. For a child who has been determined by a court of competent jurisdiction to be an abandoned infant (as defined under Tribal law), the petition to terminate parental rights is filed within 60 days of the judicial determination that the child is an abandoned infant (*45 CFR 1356.21(i)(1)(ii)*).
 3. For a child whose parent has been convicted by a court of competent jurisdiction of one of the following felonies, the petition must be filed within 60 days of a judicial determination that reasonable efforts to reunify the child and parent are not required:
 - Murder (which would have been an offense under section 1111(a) of title 18, United States Code, if the offense had occurred in the special maritime or territorial jurisdiction of the United States) of another child of the parent;
 - Voluntary manslaughter (which would have been an offense under section 1112(a) of title 18, United States Code, if the offense had occurred in the special maritime or territorial jurisdiction of the United States) of another child of the parent;
 - 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 or another child of the parent (*45 CFR 1356.21(i)(1)(iii)*).
- L. The Tribe may elect not to file or join a petition to terminate the parental rights of a parent if (*675(5)(E)* and *45 CFR 1356.21(i)(1)(i)*):
1. at the option of the Tribe, the child is being cared for by a relative;
 2. the Tribe has documented in the case plan (which must be available for court review) a compelling reason for determining that filing such a petition would not be in the best interests of the individual child; or
 3. the Tribe has not provided to the family, consistent with the time period in the case plan, services that the Tribe deems necessary for the safe return of the child to the home, when reasonable efforts to reunify the family are required (*45 CFR 1356.21(i)(2)*).
- M. When the Tribe files or joins a petition to terminate parental rights, it must concurrently begin to identify, recruit, process, and approve a qualified adoptive family for the child (*45 CFR 1356.21(i)(3)*).

- N. When an administrative body, appointed or approved by the court, conducts the permanency hearing, the procedural safeguards set forth in the definition of permanency hearing will be extended by the administrative body (*45 CFR 1356.21(h)(4)*).
- O. A child's health and education records are:
1. reviewed and updated, and a copy of the record is supplied to the foster parent or foster care provider with whom the child is placed, at the time of each placement of the child in foster care; and
 2. supplied to the child at no cost at the time the child leaves foster care if the child is leaving foster care by reason of having attained the age of majority (*42 U.S.C. 675(5)(D)*).
- P. Each child in foster care under the responsibility of the Tribe who has attained 14 years of age receives without cost a copy of any consumer report of the Fair Credit Reporting Act pertaining to the child each year until the child is discharged from care, and receives assistance (including, when feasible, from any court-appointed advocate for the child) in interpreting and resolving any inaccuracies in the report. (*42 U.S.C. 675(5)(I)*).
- Q. Each child who exits foster care by reason of having attained 18 years of age or determined by the Tribe, unless the child has been in foster care for less than 6 months, will be provided (if the child is eligible to receive such document) an official or certified copy of the United States birth certificate of the child, a social security card issued by the Commissioner of Social Security, and a driver's license or identification card issued by a State of Alaska. (*42 U.S.C. 675(5)(I)*).
- R. The Tribe must provide the foster parent(s) of a child and any pre-adoptive parent or relative providing care for the child with timely notice of and the opportunity to be heard in any proceedings held with respect to the child during the time the child is in the care of such foster parent, pre-adoptive parent, or relative caregiver. Notice of and opportunity to be heard does not include the right to standing as a party to the case (*45 CFR 1356.21(o)* & *42 U.S.C. 675(5)(G)*).

Attachment 7 - Title IV-E Subsidized Adoption and Guardianship

Note: Tribal children who may be eligible for an adoption or guardianship subsidy under this Agreement must have been included in the Tribal Title IV-E Pass through Program. In order to receive a Title IV-E subsidized adoption or guardianship, all children must meet the eligibility requirements outlined below.

The Title IV-E subsidized adoption and guardianship program encourages and promotes the adoption or guardianship of children with special needs out of the Tribal foster care system. Subsidized adoption or guardianship provides medical and financial assistance to adoptive families/guardians when such assistance is necessary to ensure the health and welfare of children with special needs who meet the eligibility requirements.

The federal adoption/guardianship subsidy benefits may include:

- A monthly payment to the adoptive/guardianship parents on either a short or long-term basis, to assist the adoptive/guardianship family with meeting the special needs costs for the child;
- Medicaid coverage for the adoptive/guardian child; and
- Reimbursement for non-recurring costs for the finalization of the adoption or guardianship.

General Adoption Requirements

In order for a child to qualify for a federal adoption subsidy the child must have:

- A. a determination of special needs; and
- B. a determination of eligibility for Title IV-E adoption subsidy; and
- C. the adoptive parent(s) must have an approved home study that includes fingerprint-based criminal records checks and child protection checks on the adoptive parent(s) and other adults living in the home.

Applicable Child: The requirements differ for the determination of special needs and for the eligibility determination, depending on whether or not the child is an “applicable child.” The term “applicable child” means:

- A. A child for whom an adoption assistance agreement is entered into during any federal fiscal year listed below if the child attained the applicable age for that fiscal year before the end of that fiscal year. The applicable age for a fiscal year is as follows:

In the case of fiscal year:	The applicable age is:
2010 (10/1/09 – 9/30/10)	16
2011 (10/1/10 – 9/30/11)	14
2012 (10/1/11 – 9/30/12)	12
2013 (10/1/12 – 9/30/13)	10
2014 (10/1/13 – 9/30/14)	8
2015 (10/1/14 – 9/30/15)	6
2016 (10/1/15 – 9/30/16)	4
2017 (10/1/16 – 9/30/17)	2
2018 (10/1/17 or later)	any age

OR

- B. Beginning 10/1/09 a child of any age who
 1. has been in foster care under the responsibility of the State and/or Tribe for at least 60 consecutive months; and

2. meets the “eligibility requirements for an applicable child” as defined on page 3 of this attachment;

OR

- C. Beginning 10/1/09 a child of any age who
 1. is a sibling of a child who is an applicable child for the fiscal year;
 2. is to be placed in the same adoption placement as an applicable child for the fiscal year who is their sibling; and
 3. meets the “eligibility requirements for an applicable child” as defined on page 3 of this attachment.

Special Needs Determination for Adoptions

Requirements A, B, and C below must be met for a child to be determined as a special needs child eligible for an adoption subsidy or for reimbursement of non-recurring adoption expenses:

- A. A reasonable, but unsuccessful, effort has been made to place the child without providing a subsidy except where it would be against the best interest of the child due to such factors as the existence of significant emotional ties with prospective adoptive parents while in the care of such parents as a foster child. Documentation of these efforts includes, but is not limited to, documentation that the adoptive parent(s) have been asked whether they are willing to adopt without a subsidy, and they say they cannot adopt the child without a subsidy. The reasonable efforts to place without a subsidy must be documented in the child’s file, and
- B. The State has determined that a specific factor or condition exists that makes it difficult for a child to be placed for adoption without adoption assistance. Factors and conditions may include:
 1. ethnic background;
 2. age;
 3. membership in a minority or sibling group;
 4. the presence of factors such as medical conditions or physical, mental, or emotional handicaps; or
 5. high risk of such factors e.g. due to alcohol or cocaine being present when the child was born or mental illness of the child’s parent(s); and
- C. The State or Tribe has determined that the child cannot or should not be returned to the home of her or his parents.

Title IV-E Adoption Eligibility Requirements

Eligibility Requirements for an Applicable Child: An applicable child is eligible for a Title IV-E adoption subsidy if it has been determined that the child is a special needs child, as defined above, and the child is either a United States citizen or a qualified alien, and one of the following situations applies:

- A. **Removed Based on Court Order:**
 1. at the time of initiation of adoption proceedings the child was in the care of a public or licensed private child placement agency or Indian tribal organization pursuant to an involuntary removal of the child from the home in accordance with a judicial determination to the effect that continuation in the home would be contrary to the welfare of the child; and

2. prior to the finalization of the adoption, it is determined that the child is a child with special needs; or

B. Eligible Due to Prior Eligibility for a Title IV-E Adoption Subsidy:

1. the child is adopted and receives Title IV-E adoption assistance, but the adoption later dissolves or the adoptive parents die, and
2. prior to signing the subsidy agreement for the subsequent adoption, it is determined that the child is a child with special needs.

Eligibility Requirements for a Child who is Not an Applicable Child: A child who is not an applicable child is eligible for a Title IV-E adoption subsidy if it is determined that the child is a special needs child, as defined above, and the child is either a United States citizen or a qualified alien, and one of the following situations applies:

A. Relinquished to the Tribe:

1. The child has been placed with the Tribe via a voluntary relinquishment from the parents; and
2. the child was not already in Tribal custody at the time of the relinquishment; and
3. the child lived with the parent or other specified relative as defined in the Aid to Families with Dependent Children (AFDC) Manual, 8/95, within six months of the most recent removal from home; and
4. the Tribe petitions the court within six months of the child living with the specified relative and obtains a judicial determination to the effect that remaining in the home would be contrary to the child's welfare. (Note: If the court merely sanctions the voluntary relinquishment without making a determination that it is contrary to the child's welfare to remain in the home, the child is not eligible for Title IV-E adoption assistance); and
5. the child would have been eligible for AFDC (according to the AFDC rules in effect 7/16/96) in the home of the specified relative at the time of the petition for a judicial determination; and
6. prior to the finalization of the adoption, it is determined that the child is a child with special needs; or

B. Removed Based on Court Order:

1. The child was removed from the home of a parent or other specified relative (i.e. a relative by blood, marriage or adoption who is within the fifth degree of kinship to the dependent child) who is the child's legal guardian pursuant to a judicial determination that it was contrary to the child's welfare to remain in the home (reasonable efforts findings are not included in the eligibility requirements for a Title IV-E adoption subsidy) (Note: for children who were removed from home prior to 1/23/01 the judicial determination of contrary to the welfare must be made within six months of the removal from home; and for children removed from home on or after 1/23/01 the judicial determination must be made in the first court ruling that sanctions (even temporarily) the removal of a child from the home. If, for children removed on or after 1/23/01, the determination is not made in the first court ruling pertaining to removal from the home, the child is not eligible for Title IV-E adoption assistance); and
2. the child lived with the specified relative within six months of the most recent removal from home; and

3. the child would have been eligible for AFDC (according to the AFDC rules in effect 7/16/96) in the home of the specified relative in the month that court proceedings were initiated which led to the removal; and
4. prior to the finalization of the adoption, it is determined that the child is a child with special needs; or

C. Eligible Due to Prior Eligibility for a Title IV-E Adoption Subsidy:

1. the child is adopted and receives Title IV-E adoption assistance, but the adoption later dissolves or the adoptive parents die, and
2. prior to signing the subsidy agreement for the subsequent adoption, it is determined that the child is a child with special needs.

General Guardianship Requirements

In order for a child to qualify for a federal guardianship subsidy:

- A. the child must have a determination of special needs; and
- B. the child must have a determination of eligibility for Title IV-E guardianship subsidy; and
- C. the guardian has an approved home study that includes fingerprint-based criminal records checks and child protection checks on the guardian and other adults living in the guardian's home.

Special Needs Determination for Guardianships

Items A, B, and C below must be met for a child to be determined as a special needs child eligible for a guardianship subsidy, or for reimbursement of non-recurring guardianship expenses:

- A. A reasonable, but unsuccessful, effort has been made to place the child without providing a subsidy except where it would be against the best interest of the child due to such factors as the existence of significant emotional ties with prospective guardian while in the care of the guardian as a foster child. Documentation of these efforts includes, but is not limited to, documentation that the guardian has been asked whether they are willing to become guardians without a subsidy, and they say they cannot become a guardian of the child without a subsidy. The reasonable efforts to place without a subsidy must be documented in the child's file.
- B. The State has determined that a specific factor or condition exists that makes it difficult for child to be placed for guardianship without guardianship assistance. Factors and conditions may include:
 1. ethnic background;
 2. age;
 3. membership in a minority or sibling group;
 4. the presence of factors such as medical conditions or physical, mental, or emotional handicaps; or
 5. high risk of the factors listed in 4 (e.g. due to alcohol or cocaine being present when the child was born or mental illness of the child's parent(s)).
- C. The State or Tribe has determined that the child cannot or should not be returned to the home of her or his parents, which for guardianships is determined by the child having a permanency plan of guardianship. If parental rights have been terminated the order will meet the requirement.

Title IV-E Guardianship Eligibility Requirements

In order for a child to qualify for a federal guardianship subsidy, the requirements in A through G below must be met:

- A. The child was removed from his or her home as a result of a judicial determination to the effect that continuation in the home would be contrary to the welfare of the child.
- B. The child was eligible for Title IV-E foster care maintenance payments while residing for at least six consecutive months in the home of the prospective relative guardian.
- C. The child being returned home or adopted was not an appropriate permanency option.
- D. The child must demonstrate a strong attachment to the prospective relative guardian and the relative guardian must a strong commitment to caring permanently for the child.
- E. With respect to a child who has reached 14 years of age, the child must have been consulted regarding the kinship guardianship arrangement, or the child must be a sibling of a child who meets the above requirements (A through D) and is placed with the same guardian.
- F. Since guardianships for children under the age of ten do not reflect best practice for placement of young children, careful consideration must be given for implementation of a guardianship plan for children under age ten. The following additional requirements apply to children under the age of ten:
 - 1. The Tribal Family and Youth Services Director must have approved the permanent plan of guardianship and the recommended guardianship subsidy; and
 - a. The child must be part of a sibling group where one or more children is over the age of ten and the plan is for the sibling group to remain together under the guardianship of the proposed guardian; or
 - b. Compelling cultural or other reasons must exist which make guardianship the preferred choice over adoption.
- C. The prospective relative guardian must meet the following requirements:
 - 1. The guardian must be related to a child by blood, marriage, fictive kin, or tribal custom; for purposes of this paragraph, “fictive kin” means an individual who is unrelated by birth or marriage, but has an emotionally significant relationship with a child that has the characteristics of a family relationship; and
 - 2. The guardian must have a strong commitment to caring permanently for the child; and
 - 3. The guardian must have fully licensed for at least six consecutive months while the child was placed in the guardian’s home.

Background Checks Requirements for Adoptive Parents, Guardians, and House-hold Members

- A. Federal law requires the following background checks:
 - 1. Fingerprint-based criminal records checks must be completed for prospective adoptive parents or for guardians and adults living in the guardian’s home.
 - 2. If a name-based criminal background check is done due to rejected fingerprint cards and the fingerprints were rejected solely because the fingerprint impressions were of low quality due to lack of technological capacity or use of improper techniques, the federal requirement for a criminal background check is not met and a federal adoption or guardianship will not be approved.
- B. Federal law prohibits Title IV-E reimbursement for adoption or guardianship assistance costs for a child who is placed in an adoptive/guardian home where a prospective adoptive parent, guardian, or adult member of the guardian’s household has committed any of the following crimes:
 - 1. A felony conviction at any time for child abuse or neglect; spousal abuse; a crime against

- children (including child pornography); a crime involving violence, including rape, sexual assault, or homicide, but not including other physical assault or battery; or
- 2. a felony conviction within the past 5 years, for physical assault, battery, or a drug-related offense.
- C. Child and abuse registry checks must be completed for prospective adoptive parents or guardians and other members of the adoptive/guardian household age 16 or older in each state where the prospective adoptive parents, guardian, or household member have lived in the preceding five years.

Application and Eligibility Determination Process

- A. **Requesting a Subsidy**
The request for an adoption or guardianship subsidy shall be made by the child's Tribal social worker on behalf of the child. The tribal worker shall submit an **Adoption or Guardianship Subsidy Eligibility Initiation Checklist (Attachment 8 or 9)** with supporting documentation including the **Special Needs Verification (Attachment 10)** to the DHSS State Office Adoption Unit. If an adoptive home study is not included with the supporting documentation, the Tribal worker will ensure that the background check information section in ORCA has been completed for the adoptive parents, guardians, and house hold members prior to submitting the request.
- B. **Subsidy Eligibility Determination**
The DHSS State Office Eligibility Technician will determine whether the child is eligible for a Title IV-E adoption or guardianship subsidy and document the determination in ORCA. The DHSS State Office Adoption Unit will notify the Tribal worker the outcome of the determination.

Subsidy Negotiation and Agreement

The subsidy amount must be negotiated and the subsidy agreement must be approved and signed by the DHSS Director or designee and the prospective adoptive parents/guardian prior to finalization of the adoption/guardianship.

- C. **Subsidy Negotiation**
 - 1. Once it has been determined that the child is eligible for a Title IV-E adoption/guardianship subsidy, the amount of the monthly subsidy is negotiated between DHSS and the adoptive parent(s)/guardian.
 - 2. The subsidy amount is individualized to each specific child being considered and consistency between families is not a factor. Families with the same incomes or in similar circumstances will not necessarily agree on identical types or amounts of assistance. The uniqueness of each child and family situation may result in different amounts of payment.
 - 3. All adoptive/guardianship subsidies must be individually negotiated and agreed-upon with the DHSS and the adoptive family based on:
 - a. the identified special needs of the child;
 - b. the costs associated with meeting these special needs; and
 - c. the family's existing circumstances and resources, which may assist with meeting the child's special needs.
 - 4. In no case can the amount of the monthly subsidy payment exceed the foster care rate for which the child would be eligible in the state where the child resides, including augmented or specialized foster care rates, if applicable.
 - 5. The amount of the subsidy payment is arrived at through an analysis of the child's needs and the family's ability to meet those needs on an ongoing basis. It is the child who is eligible

for the subsidy, not the adoptive/guardianship family; therefore a means test for potential parents may not be used as a basis for eligibility for subsidy payments.

6. Once a subsidy agreement is in effect, the parent(s) can spend the subsidy in any way they see fit to incorporate the child into their lives. DHSS does not require an accounting of how the subsidy is spent.

B. Adoption/Guardianship Subsidy Agreements

1. Once an agreement is reached about the subsidy amount, the prospective adoptive parents/guardian and DHSS will sign the Title IV-E Adoption Subsidy Agreement/Title IV-E Guardianship Subsidy Agreement. The agreement is a written document which is binding on the parties and which is between DHSS and the adoptive parent(s)/guardian. The agreement must be signed by all parties prior to the final decree of adoption/guardianship.
2. In order for an adoption/guardianship subsidy to be provided, an agreement must be completed for every adoption/guardianship of a child with special needs who meets eligibility criteria. The completed form will verify the child's eligibility and enable negotiation of a future subsidy, if necessary.
3. For adoptions, subsidy cash payments and Medicaid may begin after the subsidy agreement has been signed and prior to finalization of the adoption. For guardianships, subsidy cash payments and Medicaid may begin at the earliest on the effective date of the guardianship order.

C. Termination of a Subsidy Agreement

1. Adoption/guardianship subsidy payments will terminate when the child reaches age 18. Payments must also terminate if the parents cease supporting the child prior to age 18 or if the parents are no longer legally responsible for the child, and the parents must inform the agency if they become ineligible for further payments. The only two conditions under which a subsidy agreement may be unilaterally terminated are when:
 - a. The State determines that the parents are no longer legally responsible for the child; or
 - b. The State determines that the child is no longer receiving any support from such parents.
2. Adoptive parents/guardians are required to inform the DHSS of circumstances that would make them ineligible to continue to receive adoption/guardianship subsidy payments or eligible to receive those payments in a different amount.

D. Modification of a Subsidy Agreement

The subsidy amount may be readjusted periodically, with the concurrence of the adoptive parent/guardian, based on the child's changing needs and the circumstances of the adoptive parent/guardian. An adoptive parent/guardian who wants to renegotiate the subsidy amount should contact the Adoption Unit in DHSS State Office.

Non-Recurring Adoption or Guardianship Expenses

All special needs children for whom a Title IV-E adoption or guardianship subsidy agreement has been signed are eligible for reimbursement of non-recurring adoption/guardianship expenses, up to a \$2,000 limit. These expenses may include attorney's fees, court costs, adoption/guardian home study fees, costs of pre-placement visitation and travel, and other one-time expenses directly related to the adoption/guardianship. Payment for non-recurring costs cannot be made until after the adoption/guardianship is finalized, therefore, if the adoption/guardianship is not finalized, non-recurring expenses cannot be paid. The adoptive parent/guardian must provide the DHSS State Adoptions Unit a copy of the decree of adoption/guardianship order

and bills or receipts for all claimed expenses for reimbursement to occur. The adoptive parent/guardian may choose to either be reimbursed directly or they can designate a third party to receive reimbursement.

Medicaid Based on the Subsidy

The medical needs of a child approved for a Title IV-E adoption or guardianship subsidy are met through the Medicaid program. Medicaid for adoption/guardianship will be opened when the subsidy agreement has been signed. Medicaid for children with a Title IV-E adoption/guardianship subsidy is handled by an OCS Eligibility Technician.

Appeal and Fair Hearings

The State must grant an opportunity for a fair hearing before the State agency to any individual whose claim for Title IV-E adoption/guardianship benefits is denied or is not acted upon with reasonable promptness. Grounds for a fair hearing include:

- A. relevant facts regarding the child were known by the Tribe/State agency or child-placing agency and not presented to the adoptive/guardianship parents prior to the finalization of the adoption/guardianship;
- B. denial of assistance based upon a means test of the adoptive/guardianship family;
- C. adoptive/guardianship family disagrees with the determination by the State that a child is ineligible for adoption/guardianship assistance;
- D. failure by the Tribe/State agency to advise potential adoptive parents/guardians about the availability of adoption/guardianship assistance for children included in the Tribal IV-E Maintenance Pass through Program;
- E. decrease in the amount of adoption/guardianship assistance without the concurrence of the adoptive/guardianship parents; and
- F. denial of a request for a change in payment level due to a change in the adoptive parent(s)/
- G. guardian's circumstances.

References

42 U.S.C. 671(a), 672, 673, and 675(3)
45 CFR 1336.40, and 1356.30(b) and (c)
AS 25.23.190 and 25.23.210
7 AAC 53.200-299



**ATTACHMENT 8
TRIBAL TITLE IV-E MAINTENANCE
ADOPTION SUBSIDY ELIGIBILITY INITIATION CHECKLIST**

SECTION I. CASE IDENTIFYING INFORMATION

CHILD LAST NAME	CHILD FIRST NAME	DOB	CHILD ORCA ID

SECTION II. REQUIRED DOCUMENTATION

The following documents must be provided to the OCS State Office Eligibility Technician:

	REQUIRED DOCUMENT	COMMENTS
<input type="checkbox"/>	Birth Certificate	
<input type="checkbox"/>	Signed Petition	
<input type="checkbox"/>	First Court Order	Must include Contrary to the Welfare finding.
<input type="checkbox"/>	Court order with finding that child cannot return home	May be TPR order.
<input type="checkbox"/>	Special Needs Verification (Attachment 10)	
<input type="checkbox"/>	Previous Title IV-E Adoption Subsidy Agreement	If applicable.
<input type="checkbox"/>	Documentation of siblings placed together in the adoptive home	Required only if a sibling of the child is adopted by the same adoptive parent.
<input type="checkbox"/>	Adoptive Home Study	Must include background check information. However, if a home study has not been completed, the background check information for the adoptive parents and household members must be completed prior to submittal of the application.
<input type="checkbox"/>	Identified Tribal Contact Information	

SECTION III. INFORMATION AVAILABLE IN ORCA

The following information will be available through ORCA:

	INFORMATION	COMMENTS
<input type="checkbox"/>	Removal Date	
<input type="checkbox"/>	Background Check Information for Adoptive Parents and Household Members	Must be completed prior to submittal of application if an adoptive home study is not provided.
<input type="checkbox"/>	Title IV-E Foster Care Eligibility Determination	
<input type="checkbox"/>	Legal & Placement History	

SECTION IV. NOTICE OF ELIGIBILITY DETERMINATION

The Title IV-E eligibility determination will be provided to the Tribe within 15 days of receipt of all required documentation.

<input type="checkbox"/>	Notice of Determination	
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Tribal Worker Printed Name and Title: _____

Tribal Worker Signature: _____ Date: _____



ATTACHMENT 9
TRIBAL TITLE IV-E MAINTENANCE
GUARDIANSHIP SUBSIDY ELIGIBILITY INITIATION CHECKLIST

SECTION I. CASE IDENTIFYING INFORMATION

CHILD LAST NAME	CHILD FIRST NAME	DOB	CHILD ORCA ID

SECTION II. REQUIRED DOCUMENTATION

The following documents must be provided to the OCS State Office Eligibility Technician:

	REQUIRED DOCUMENT	COMMENTS
<input type="checkbox"/>	Birth Certificate	
<input type="checkbox"/>	Signed Petition	
<input type="checkbox"/>	First Court Order	Must include Contrary to the Welfare finding.
<input type="checkbox"/>	Court order with Finding that Reasonable Efforts Were Made to Prevent Removal	Reasonable efforts finding must be made within 60 days of removal. A separate court order for this finding is not required if the finding was included in the first court order.
<input type="checkbox"/>	Special Needs Verification (Attachment 10)	
<input type="checkbox"/>	Documentation that guardianship is the permanency plan for the child and that being returned home or being adopted are not appropriate permanency options for the child	
<input type="checkbox"/>	Documentation of the guardian's commitment to caring for the child permanently	
<input type="checkbox"/>	Documentation that the child demonstrates a strong attachment to the prospective guardian	
<input type="checkbox"/>	Documentation that the child has been consulted regarding the guardianship arrangement	Required only for child age 14 or older.
<input type="checkbox"/>	Director of Tribal and Family Youth Services' Approval of Permanency Plan of Guardianship	Required only for child under age ten.
<input type="checkbox"/>	Documentation of siblings placed together	Required only if a sibling of the child is placed with the same guardian.
<input type="checkbox"/>	Guardian Home Study	Must include background check information. However, if a home study has not been completed, the background check information for the guardian and household members must be completed prior to submittal of the application.
<input type="checkbox"/>	Identified Tribal Contact Information	

SECTION III. INFORMATION AVAILABLE IN ORCA

The following information will be available through ORCA:

	INFORMATION	COMMENTS
<input type="checkbox"/>	Removal Date	
<input type="checkbox"/>	Background Check Information for Guardian and Household Members	Must be completed prior to submittal of application if a guardian home study is not provided.
<input type="checkbox"/>	Initial Title IV-E Foster Care Eligibility Determination	
<input type="checkbox"/>	Redeterminations of Title IV-E Foster Care Eligibility	
<input type="checkbox"/>	Legal & Placement History	
<input type="checkbox"/>	Verification of Title IV-E Foster Care Payments	

SECTION IV. NOTICE OF ELIGIBILITY DETERMINATION

The Title IV-E eligibility determination will be provided to the Tribe within 15 days of receipt of all required documentation.

<input type="checkbox"/>	Notice of Determination	
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Tribal Worker Printed Name and Title: _____

Tribal Worker Signature: _____ Date: _____



ATTACHMENT 10
TRIBAL TITLE IV-E MAINTENANCE
SPECIAL NEEDS VERIFICATION

SECTION I. CASE IDENTIFYING INFORMATION

CHILD LAST NAME	CHILD FIRST NAME	DOB	CHILD ORCA ID

SECTION II. SPECIFIC FACTOR OR CONDITION

Child has a medical condition or physical/emotional/mental disability, with documentation of a clinical diagnosis by a qualified professional in case file.

<input type="checkbox"/> Developmentally Disabled	<input type="checkbox"/> Emotionally Disturbed	<input type="checkbox"/> Other Medical Condition
<input type="checkbox"/> Visually Impaired	<input type="checkbox"/> Attachment Disorder	<input type="checkbox"/> ADD/ADHD
<input type="checkbox"/> Hearing Impaired	<input type="checkbox"/> Autism	<input type="checkbox"/> AIDS/HIV Positive
<input type="checkbox"/> Physically Disabled	<input type="checkbox"/> Depression/Suicidal Tendencies	<input type="checkbox"/> Asthma/Chronic Respiratory Problems
<input type="checkbox"/> Cerebral Palsy	<input type="checkbox"/> Mental Illness/Psychosis	<input type="checkbox"/> Diabetes
<input type="checkbox"/> Orthopedic Impairment	<input type="checkbox"/> Oppositional Defiant Disorder (ODD)	<input type="checkbox"/> FAS/FAE
<input type="checkbox"/> Paraplegic	<input type="checkbox"/> Post-Traumatic Stress Disorder (PTSD)	<input type="checkbox"/> Learning Disability
<input type="checkbox"/> Quadriplegic	<input type="checkbox"/> Other:	<input type="checkbox"/> Organic Brain Damage
<input type="checkbox"/> Spina Bifida		<input type="checkbox"/> Sickle Cell Anemia
<input type="checkbox"/> Other:		<input type="checkbox"/> Speech Disability
		<input type="checkbox"/> Failure to Thrive
		<input type="checkbox"/> Other:

There is a recognized high risk of physical or mental disease:

<input type="checkbox"/> Abandonment	<input type="checkbox"/> High Risk Behavior – Alcohol Abuse	<input type="checkbox"/> Physical Abuse
<input type="checkbox"/> Alcohol/Drug Abuse in Home	<input type="checkbox"/> High Risk Behavior – Drug Abuse	<input type="checkbox"/> Prenatal Exposure to Alcohol
<input type="checkbox"/> Developmental (Motor/Cognitive) Delay	<input type="checkbox"/> High Risk Behavior – Inhalant Abuse	<input type="checkbox"/> Prenatal Exposure to Cocaine
<input type="checkbox"/> Domestic Violence	<input type="checkbox"/> Neglect	<input type="checkbox"/> Prenatal Exposure to Other Drugs
<input type="checkbox"/> Emotional Abuse	<input type="checkbox"/> No Prenatal Care	<input type="checkbox"/> Sexual Abuse
	<input type="checkbox"/> High Risk Behavior – Alcohol Abuse	<input type="checkbox"/> Physical Abuse
<input type="checkbox"/> Other:		

Child is special needs for the following reason(s):

<input type="checkbox"/> Race or Origin	<input type="checkbox"/> Age	<input type="checkbox"/> Membership in Sibling Group (if the siblings are to be placed in the same home)
-----------------------------------------	------------------------------	----------------------------------------------------------------------------------------------------------

Explain why this makes the child hard to place:

SECTION III. EFFORTS HAVE BEEN MADE TO PLACE THE CHILD WITHOUT A SUBSIDY

The following efforts have been made to place the child without a subsidy:

<input type="checkbox"/> Relative Search
<input type="checkbox"/> Child-specific recruitment efforts
<input type="checkbox"/> Child has significant emotional ties with the adoptive/guardian parents developed while in the care of these parents. Placed with this family for : _____ (length of time)

SECTION IV. DETERMINATION THAT THE CHILD CANNOT OR SHOULD NOT RETURN HOME

Required documentation:

<input type="checkbox"/> Court order terminating parental rights; or	For adoptions
<input type="checkbox"/> Court order with finding that the child cannot or should not return home	For adoptions
<input type="checkbox"/> Documentation that guardianship is the permanency plan for the child and that being returned home or being adopted are not appropriate permanency options for the child	For guardianships

Tribal Worker Printed Name and Title: _____

Tribal Worker Signature: _____ Date: _____

Attachment 11 - Tribal License Standards, Procedures, Forms and Processes

The Alaska Tribal Foster Care Standards, Procedures and Forms for Tribal Title IV-E Maintenance, dated October 2013 (Appendix A), are incorporated herein.

The DHSS and CCTHITA agree to follow the following communication guidelines:

1. Prior to placement in a home that is independently licensed by the Tribe; the Parties agree to contact the assigned worker to discuss any placements to ensure compatibility of the children in the home and that the capacity of the home is not exceeded.
2. The Parties agree that to contact the other Party when there is a concern that may warrant an investigation, revocation or denial regarding a foster home that is licensed by either Party or currently being licensed by one Party.

CCTHITA agrees to document in ORCA any modifications made by the licensing Tribe (e.g. change of capacity, change of ages, closure of the home, suspension, revocation, etc.) within two business days.

Attachment 12

**STATE OF ALASKA
DEPARTMENT OF HEALTH & SOCIAL SERVICES
HEALTH INSURANCE PORTABILITY AND
ACCOUNTABILITY ACT OF 1996 ("HIPAA")
BUSINESS ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement is between the State of Alaska, Department of Health and Social Services ("Covered Entity" or "CE") and Central Council Tlingit and Haida Indian Tribes of Alaska ("Business Associate" or "BA").

RECITALS

Whereas,

- A. CE wishes to disclose certain information to BA, some of which may constitute Protected Health Information ("PHI");
- B. It is the goal of CE and BA to protect the privacy and provide for the security of PHI owned by CE that is disclosed to BA or accessed, received, stored, maintained, modified or retained by BA in compliance with HIPAA (42 U.S.C. 1320d – 3120d-8) and its implementing regulations at 45 C.F.R. 160 and 45 C.F.R. 164 (the "Privacy and Security Rule"), the Health Information Technology for Economic and Clinical Health Act of 2009 (P.L. 111-5) (the "HITECH Act"), and with other applicable laws;
- C. The purpose and goal of the HIPAA Business Associate Agreement ("BAA") is to satisfy certain standards and requirements of HIPAA, HITECH Act, and the Privacy and Security Rule, including but not limited to 45 C.F.R. 164.502(e) and 45 C.F.R. 164.504(e), as may be amended from time to time;

Therefore, in consideration of mutual promises below and the exchange of information pursuant to the BAA, CE and BA agree as follows:

1. Definitions.

- a. General: As used in this BAA, the terms "Protected Health Information," "Health Care Operations," and other capitalized terms have the same meaning given to those terms by HIPAA, the HITECH Act and the Privacy and Security Rule. In the event of any conflict between the mandatory provisions of HIPAA, the HITECH Act or the Privacy and Security Rule, and the provisions of this BAA, HIPAA, the HITECH Act or the Privacy and Security Rule shall control. Where the provisions of this BAA differ from those mandated by HIPAA, the HITECH Act or the Privacy and Security Rule but are nonetheless permitted by HIPAA, the HITECH Act or the Privacy and Security Rule, the provisions of the BAA shall control.
- b. Specific:
 1. Business Associate: "Business Associate" or "BA" shall generally have the same meaning as the term "business associate" at 45 C.F.R. 160.103.
 2. Covered Entity: "Covered Entity" or "CE" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103.
 3. Privacy and Security Rule: "Privacy and Security Rule" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.

2. Permitted Uses and Disclosures by Business Associate.

- a. BA may only use or disclose PHI for the following purposes:

- b. BA may use or disclose PHI as required by law.
 - c. BA agrees to make uses and disclosures and requests for PHI consistent with CE's minimum necessary policies and procedures.
 - d. BA may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by CE, except for the specific uses and disclosures set out below.
 - e. BA may disclose PHI for the proper management and administration of BA or to carry out the legal responsibilities of BA, provided the disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notified BA of any instances of which it is aware in which the confidentiality of the information has been breached.
 - f. BA may provide data aggregation services related to the health care operations of CE.
3. Obligations of Business Associate.

- a. Permitted uses and disclosures: BA may only use and disclose PHI owned by the CE that it creates, receives, maintains, or transmits if the use or disclosure is in compliance with each applicable requirement of 45 C.F.R. 164.504(e) of the Privacy Rule or this BAA. The additional requirements of Subtitle D of the HITECH Act contained in Public Law 111-5 that relate to privacy and that are made applicable with respect to Covered Entities shall also be applicable to BA and are incorporated into this BAA.

To the extent that BA discloses CE's PHI to a subcontractor, BA must obtain, prior to making any such disclosure: (1) reasonable assurances from the subcontractor that it will agree to the same restrictions, conditions, and requirements that apply to the BA with respect to such information; and (2) an agreement from the subcontractor to notify BA of any Breach of confidentiality, or security incident, within two business days of when it becomes aware of such Breach or incident.

- b. Safeguards: 45 C.F.R. 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation requirements) shall apply to BA in the same manner that such sections apply to CE, and shall be implemented in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. The additional requirements of Title XIII of the HITECH Act contained in Public Law 111-5 that relate to security and that are made applicable to Covered Entities shall also apply to BA and are incorporated into this BAA.

Unless CE agrees in writing that this requirement is infeasible with respect to certain data, BA shall secure all paper and electronic PHI by encryption or destruction such that the PHI is rendered unusable, unreadable or indecipherable to unauthorized individuals; or secure paper, film and electronic PHI in a manner that is consistent with guidance issued by the Secretary of the United States Department of Health and Human Services specifying the technologies and methodologies that render PHI unusable, unreadable or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by Section 13101 of the HITECH Act contained in Public Law 111-5.

BA shall patch its operating system and all applications within two weeks of the release of any patch. BA shall keep its antivirus and antimalware installed and active. BA shall limit its use of administrative accounts for IT operations only.

- c. Reporting Unauthorized Disclosures and Breaches: During the term of this BAA, BA shall notify CE within 24 hours of discovering a Breach of security; intrusion; or unauthorized acquisition, access, use or disclosure of CE's PHI in violation of any applicable federal or state law, including security incidents. BA shall identify for the CE the individuals whose unsecured PHI has been, or is reasonably believed to have been, Breached so that CE can comply with any notification requirements if necessary. BA shall also indicate whether the PHI subject to the Breach; intrusion; or unauthorized acquisition, access, use or disclosure was encrypted or destroyed at the time. BA shall take prompt corrective action to cure any deficiencies that result in Breaches of security; intrusion; or unauthorized acquisition, access, use, and disclosure. BA shall fulfill all breach notice requirements unless CE notifies BA that CE will take over the notice requirements. BA shall reimburse CE for all costs incurred by CE that are associated with any mitigation, investigation and notice of Breach CE undertakes or provides under HIPAA, HITECH Act, and the Privacy and Security Rule as a result of a Breach of CE's PHI caused by BA or BA's subcontractor or agent.

If the unauthorized acquisition, access, use or disclosure of CE's PHI involves only Secured PHI, BA shall notify CE within 10 days of discovering the Breach but is not required to notify CE of the names of the individuals affected.

- d. BA is not an agent of CE.
- e. BA's Agents: If BA uses a subcontractor or agent to provide services under this BAA, and the subcontractor or agent creates, receives, maintains, or transmits CE's PHI, the subcontractor or agent shall sign an agreement with BA containing substantially the same provisions as this BAA and further identifying CE as a third-party beneficiary with rights of enforcement and indemnification from the subcontractor or agent in the event of any violation of the subcontractor or agent agreement. BA shall mitigate the effects of any violation of that agreement.
- f. Availability of Information to CE: Within 15 days after the date of a written request by CE, BA shall provide any information necessary to fulfill CE's obligations to provide access to PHI under HIPAA, the HITECH Act, or the Privacy and Security Rule.
- g. Accountability of Disclosures: If BA is required by HIPAA, the HITECH Act, or the Privacy or Security Rule to document a disclosure of PHI, BA shall make that documentation. If CE is required to document a disclosure of PHI made by BA, BA shall assist CE in documenting disclosures of PHI made by BA so that CE may respond to a request for an accounting in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. Accounting records shall include the date of the disclosure, the name and if known, the address of the recipient of the PHI, the name of the individual who is subject of the PHI, a brief description of the PHI disclosed and the purpose of the disclosure. Within 15 days of a written request by CE, BA shall make the accounting record available to CE.
- h. Amendment of PHI: Within 30 days of a written request by CE or an individual, BA shall amend PHI maintained, transmitted, created or received by BA on behalf of CE as directed by CE or the individual when required by HIPAA, the HITECH Act or the Privacy and Security Rule, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. 164.526.
- i. Internal Practices: BA shall make its internal practices, books and records relating to the use and disclosure of CE's PHI available to CE and all appropriate federal agencies to determine CE's and BA's compliance with HIPAA, the HITECH Act and the Privacy and Security Rule.

- j. Risk Assessment: BA shall biennially conduct a thorough assessment of the potential risks to and vulnerabilities of the confidentiality, integrity, and availability of CE's PHI that BA receives, stores, transmits, or has access to, and shall provide CE with a written report detailing the results of the assessment within 60 days of completing it.
- k. To the extent BA is to carry out one or more of CE's obligations under Subpart E of 45 C.F.R. Part 164, BA must comply with the requirements of that Subpart that apply to CE in the performance of such obligations.
- l. Audits, Inspection and Enforcement: CE may, after providing reasonable notice to the BA, conduct an inspection of the facilities, systems, books, logs and records of BA that relate to BA's use of CE's PHI, including inspecting logs showing the creation, modification, viewing, and deleting of PHI at BA's level. Failure by CE to inspect does not waive any rights of the CE or relieve BA of its responsibility to comply with this BAA. CE's failure to detect or failure to require remediation does not constitute acceptance of any practice or waive any rights of CE to enforce this BAA.

Notwithstanding BA's obligation to report under paragraph 3.c of this BAA, BA shall provide a monthly report to CE detailing the unauthorized, or reasonable belief of unauthorized, acquisition, access, use, or disclosure of CE's PHI, including any unauthorized creation, modification, or destruction of PHI and unauthorized login attempts. BA shall include privileged and nonprivileged accounts in its audit and report, indicating the unique individual using the privileged account. BA shall also indicate whether CE's PHI subject to unauthorized activity was encrypted or destroyed at the time of the unauthorized activity.

BA shall provide a yearly report to CE that lists the names of all individuals with technical or physical access to CE's PHI and the scope of that access.

- m. Restrictions and Confidential Communications: Within 10 business days of notice by CE of a restriction upon use or disclosure or request for confidential communications pursuant to 45 C.F.R.164.522, BA shall restrict the use or disclosure of an individual's PHI. BA may not respond directly to an individual's request to restrict the use or disclosure of PHI or to send all communication of PHI to an alternate address. BA shall refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to the BA.
 - n. Indemnification: BA shall indemnify and hold harmless CE for any civil or criminal monetary penalty imposed on CE or monetary settlement reached by CE for acts or omissions in violation of HIPAA, the HITECH Act, or the Privacy or Security Rule that are committed by BA, a member of its workforce, its agent, or its subcontractor.
- 4. Obligations of CE. CE will be responsible for using legally appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to BA under the BAA until the PHI is received by BA. CE will not request BA to use or disclose PHI in any manner that would not be permissible under HIPAA, the HITECH Act or the Privacy and Security Rule if done by CE.
 - 5. Termination.
 - a. Breach: A breach of a material term of the BAA by BA that is not cured within a reasonable period of time will provide grounds for the immediate termination of the contract.

- b. Reasonable Steps to Cure: In accordance with 45 C.F.R. 164.504(e)(1)(ii), CE and BA agree that, if it knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligation under the BAA, the nonbreaching party will take reasonable steps to get the breaching party to cure the breach or end the violation and, if the steps taken are unsuccessful, terminate the BAA if feasible, and if not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services.
- c. Effect of Termination: Upon termination of the contract, BA will, at the direction of the CE, either return or destroy all PHI received from CE or created, maintained, or transmitted on CE's behalf by BA in any form. Unless otherwise directed, BA is prohibited from retaining any copies of PHI received from CE or created, maintained, or transmitted by BA on behalf of CE. If destruction or return of PHI is not feasible, BA must continue to extend the protections of this BAA to PHI and limit the further use and disclosure of the PHI. The obligations in this BAA shall continue until all of the PHI provided by CE to BA is either destroyed or returned to CE.
6. Amendment. The parties acknowledge that state and federal laws relating to electronic data security and privacy are evolving, and that the parties may be required to further amend this BAA to ensure compliance with applicable changes in law. Upon receipt of a notification from CE that an applicable change in law affecting this BAA has occurred, BA will promptly agree to enter into negotiations with CE to amend this BAA to ensure compliance with changes in law.
7. Ownership of PHI. For purposes of this BAA, CE owns the data that contains the PHI it transmits to BA or that BA receives, creates, maintains or transmits on behalf of CE.
8. Litigation Assistance. Except when it would constitute a direct conflict of interest for BA, BA will make itself available to assist CE in any administrative or judicial proceeding by testifying as witness as to an alleged violation of HIPAA, the HITECH Act, the Privacy or Security Rule, or other law relating to security or privacy.
9. Regulatory References. Any reference in this BAA to federal or state law means the section that is in effect or as amended.
10. Interpretation. This BAA shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy and Security Rule and applicable state and federal laws. The parties agree that any ambiguity in BAA will be resolved in favor of a meaning that permits the CE to comply with and be consistent with HIPAA, the HITECH Act, and the Privacy and Security Rule. The parties further agree that where this BAA conflicts with a contemporaneously executed confidentiality agreement between the parties, this BAA controls.
11. No Private Right of Action Created. This BAA does not create any right of action or benefits for individuals whose PHI is disclosed in violation of HIPAA, the HITECH Act, the Privacy and Security Rule or other law relating to security or privacy.

In witness thereof, the parties hereto have duly executed this BAA as of the signature date of this Agreement.

Attachment 13

LIMITED WAIVER OF IMMUNITY FROM SUIT BY THE CENTRAL COUNCIL OF TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA IN CONNECTION WITH THE TRIBAL TITLE IV-E MAINTENANCE PROGRAM AGREEMENT

To further the intergovernmental Tribal Title IV-E Maintenance Program Agreement, the Central Council of Tlingit and Haida Indian Tribes of Alaska (the “Tribe”) irrevocably waives the sovereign immunity of the Tribe only as specified in this Limited Waiver. By waiving the Tribe’s immunity, the Tribe gives its limited consent for the Tribe to be sued in the courts or administrative tribunals/entities of the State of Alaska, and to have judgment entered against the Tribe in the courts or administrative tribunals/entities of the State of Alaska for:

1. Any administrative agency action or civil action for injunctive or declaratory relief filed by the State of Alaska (the State) against the Tribe or its officials or corporate officers, arising under or related to the Tribal Title IV-E Maintenance Program Agreement (2016), which is incorporated into this Limited Waiver of Sovereign Immunity by reference;
2. Any defense, cross-claim, or counterclaim asserted against the Tribe or its officials or corporate officers by the State in response to an administrative agency action or civil action filed by the Tribe against the State arising under or related to the Tribal Title IV-E Maintenance Program Agreement, including monetary claims;
3. Any claim arising under or related to the Tribal Title IV-E Maintenance Program Agreement asserted against the Tribe or its officials or corporate officers by the State, including claims to interpret or enforce any provision of the Tribal Title IV-E Maintenance Program Agreement and any monetary claims.
4. With regard to claims permitted under subparagraphs 1, 2 and 3, above, allowable interest (both pre-judgment and post-judgment), costs, and Alaska Rule of Civil Procedure 82 attorney’s fees, if the State is the prevailing party.
5. Levy and execution to enforce any administrative agency or court orders or judgments entered in favor of the State pursuant to subparagraphs 1, 2, 3, and 4, above, against the Tribe’s real property and other assets, wherever located and whether owned in the name of the Tribe, the Tribe’s governing body, the Tribe in another name, or otherwise. No personal assets of the Tribe’s officials or employees are subject to levy, execution, or other mechanisms to enforce a judgment.

Cooperation in the Event of Litigation. The Tribe further agrees that if a third party brings any claim against the State arising under or related to the Tribal Title IV-E Maintenance Program Agreement, the Tribe will cooperate with the State. Cooperation includes, but is not limited to, making documentary or other evidence held by the Tribe or Tribal Council available to the State, and making the Tribe’s officials, corporate officers, and Tribal Council officers and employees available for deposition or testimony.

Forum and Rules of Interpretation. As part of this Limited Waiver of Immunity from Suit, the

Tribe further agrees:

1. Alaska State Court or United States Federal Court, as appropriate, shall have exclusive jurisdiction over all civil actions arising under or related to the Tribal Title IV-E Maintenance Program

Agreement. Any civil court action initiated by either party that arises under or is related to the Tribal Title IV-E Maintenance Program Agreement shall be brought in the Alaska Superior Court, First Judicial District located in Juneau, Alaska.

2. This Limited Waiver of Immunity from Suit shall be interpreted under the laws of the United States and the State of Alaska. The Tribe consulted with its attorneys before entering into this limited waiver, and fully understands its content and legal effects.
3. If the Tribe's Constitution, bylaws, laws, or any other rules are amended or enacted in the future, this Limited Waiver of Immunity from Suit shall continue in full force and effect regardless of the terms of any such amendment or enactment.

Effective Date and Duration. The Limited Waiver of Immunity from Suit shall be effective upon approval by the [Tribal Assembly/Executive Council] and the signing of the Tribal Title IV-E Maintenance Program Agreement. The Limited Waiver of Immunity from Suit shall remain in effect so long as the Tribal Title IV-E Maintenance Program Agreement, including any extensions thereof, remains in effect, plus until the expiration of the statute of limitations on any cause of action or claim arising out of or related to the Tribal Title IV-E Maintenance Program Agreement.

Disclaimers. This Limited Waiver of Immunity from Suit is supplied by the Tribe to the State exclusively for the benefit of the State and may not be construed to grant any rights or interests of any kind whatsoever to any third party. This Limited Waiver of Immunity from Suit does not authorize any party other than the State to bring claims against the Tribe. This Limited Waiver of Immunity from Suit does not waive any substantive defense other than immunity from suit as specified above.

Conformance with Tribal Procedures. This Limited Waiver of Immunity from Suit is entered into by the express action of the [Tribal Assembly/Executive Council] after consultation with tribal attorneys, and acting under the authority of and in accordance with the Tribe's Constitution, adopted on April 12, 2014, by the Tribal Assembly of the Central Council of Tlingit and Haida Indian Tribes of Alaska (attached as Exhibit 1), and any applicable tribal bylaws, rules, and ordinances.

Signed: _____

Printed Name: _____

Title: _____

Central Council of Tlingit and Haida Indian Tribes of Alaska

Dated: January ____, 2016

State of Alaska)
)ss
_____Judicial District)

ACKNOWLEDGMENT

THIS IS TO CERTIFY that on the ____ day of _____, 2016, at _____, the foregoing Limited Waiver of Immunity from Suit was signed and acknowledged before me by _____, the _____ of the Central Council of Tlingit and Haida Indian Tribes of Alaska (the "Tribe"), who swore, under oath or affirmation:

- (1) That he/she is acting on behalf of the Tribe under the constitutional authority of the Tribe; and
- (2) That he/she has the authority to sign for and bind the Tribe, and all Tribe officials, employees, and successors to the commitments and conditions of this Limited Waiver of Immunity from Suit; and
- (3) That the Tribe and the [Tribal Assembly/Executive Council] fully complied with all current procedures and requirements necessary to validly authorize his/her signature on this Limited Waiver of Immunity from Suit and to waive the Tribe's sovereign immunity, whether those procedures or requirements are contained in the most recent versions of the Tribe's Constitution, constitutional bylaws, rules adopted under the Constitution, interpretations of the Constitution (if any), the Tribe's record of organization, records of actions and decisions of the Tribe, Tribal ordinances, and all other rules or procedures of the Tribe or the governing body of the Tribe.

(Seal)

Notary Public in and for Alaska
My Commission expires: _____

CENTRAL COUNCIL OF TLINGIT AND HAIDA INDIAN TRIBES OF ALASKA

RESOLUTION _____

**A RESOLUTION APPROVING A LIMITED WAIVER OF IMMUNITY FROM SUIT IN CONNECTION WITH
THE TRIBAL TITLE IV-E MAINTENANCE PROGRAM AGREEMENT**

WHEREAS, the Central Council of Tlingit and Haida Indian Tribes of Alaska (the “Tribe”) is a federally recognized tribe;
and

WHEREAS, the Tribal Constitution designates the Tribal Assembly as the governing body of the Tribe when in session, and
the Executive Council as the governing body of the Tribe when the Tribal Assembly is not in session; and

WHEREAS, the Tribe seeks to enter into a government-to-government agreement with the State of Alaska (the Tribal Title
IV-E Maintenance Program Agreement) to allow tribal access to pass- through federal funding under Title IV, Part E of the
Social Security Act to pay for foster care in tribally licensed homes in the Tribe’s service area within the City and Borough of
Juneau; and

WHEREAS, prior to approving an award, the State of Alaska requires the Tribe to enter a limited waiver of its sovereign
immunity for claims and actions arising under or related to the Tribal Title IV-E Maintenance Program Agreement, as
described in the Limited Waiver of Immunity from Suit by The Central Council of Tlingit & Haida Indian Tribes of Alaska
in Connection with the Tribal Title IV-E Maintenance Program Agreement (“Limited Waiver”); and

WHEREAS, the Tribe has reviewed the Limited Waiver in consultation with tribal attorneys, and wishes to authorize its
signing in order to secure the substantial advantage to the Tribe of access to federal funds to pay for tribally licensed foster
homes through the Tribal Title IV-E Maintenance Program Agreement;

NOW THEREFORE BE IT RESOLVED that the Tribe waives its sovereign immunity as described in the Limited Waiver;

BE IT FURTHER RESOLVED THAT the Tribe authorizes _____ [Position],
_____ [Name] (or successor) to execute and deliver the Limited Waiver.

CERTIFICATION

The foregoing resolution was passed and approved by a duly convened meeting of the Tribal Council, at which the required
voting quorum was present and voted ____ Yes, ____ No, and ____ Abstaining, this ____ day of _____, 2016.

[Name], [Position]

Date

[Name], Council Secretary

Date

Attachment 14 – Agreement Certification

1. Agency Contract Number:
2. ASPS Number:
3. Financial Coding:
4. Agency Assigned Encumbrance:
5. Vendor Number:
6. Project/Case Number:
7. Alaska Business License Number:

I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tempering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.

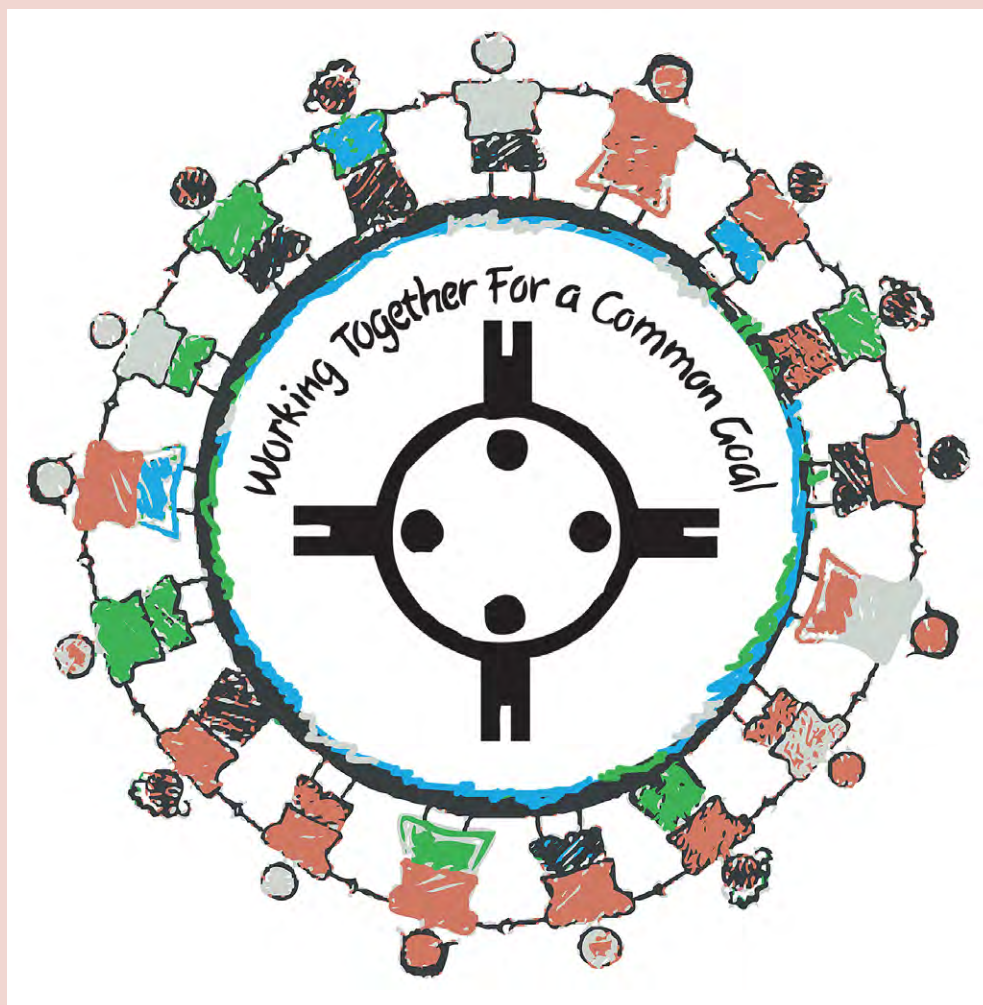
By: _____ Date: _____

Darla Madden, Chief
State of Alaska, Grants and Contracts

By: _____ Date: _____

Christy Lawton, Director
Office of Children's Services

Tribal State Collaboration Group Alaska Tribal Foster Care



*Standards, Procedures & Forms
Tribal Title IV-E Maintenance
Central Council Tlingit & Haida Indian
Tribes of Alaska*

October 2013

Prepared by:

Western and Pacific Child Welfare Implementation Center Project
Foster Care Work Group

Alaska Tribal Foster Care

Table of Contents

<u>Section</u>	<u>No. of Pages</u>
I. Alaska Tribal Foster Care Standards	14
II. Procedures	21
III. Licensing Forms	54
Tribal Foster Care Licensing Process Flow Chart (1 page)	
Application for Licensure (4 pages)	
Authorization for Release of Information - In-State (2 pages)	
Authorization for Release of Information - Out-of-State Child Abuse and Neglect Registry (1 page)	
Request for Criminal Justice Information (Department of Public Safety form) (2 pages)	
Foster Family Characteristics Questionnaire (5 pages)	
Parenting and Discipline Questionnaire (3 pages)	
Foster Parent Reference Questionnaire (4 pages)	
Health History (3 pages)	
Medical Release of Information (3 pages)	
Mental Health Release of Information (2 pages)	
Home Safety Checklist (3 pages)	
Fire Escape Plan (2 pages)	
Foster Home Disaster Plan (2 pages)	
Foster Parent Provider Agreement (2 pages)	
License (1 page)	
Foster Parent Training Requirements (1 page)	
Waiver Request (1 page)	
Variance Request (1 page)	
Annual Self-Monitoring Report (6 pages)	
Summary of Investigation (1 page)	
Plan of Correction (1 page)	
Family Tree (2 pages)	
Licensing Check List (1 page)	

IV. Licensing Form Letters

13

Tribal Foster Care Initial License Application Transmission
Tribal Foster Care Receipt of Initial License Application
Tribal Foster Care License Application Request for Additional Information
Tribal Foster Care License Request for Reference
Tribal Foster Care License Issuance
Tribal Foster Care License Application Renewal
Tribal Foster Care Self-Monitoring Report
Tribal Foster Care Waiver /Variance / Approval / Denial
Tribal Foster Care Notice of Summary of Investigation – Unsubstantiated
Tribal Foster Care Notice of Summary of Investigation - Substantiated
Tribal Foster Care License Closeout
Tribal Foster Care Notice of License Denial
Tribal Foster Care Notice of License Termination

Section I

Alaska Tribal Foster Care Standards



Tribal State Collaboration Group Alaska Tribal Foster Care Standards

Tribal Foster Care Standards

Applicants shall comply with all reasonable requests by the Tribal Licensing Authority (TLA), in the licensing process, and any ongoing monitoring of their homes after licensure.

Home evaluations shall include, but not be limited to, a description of prospective foster parents, the physical home, all people residing in and frequently visiting the home, and social adjustment of family members, etc.

During and after licensure, foster parents shall keep the TLA informed of any changes in their status within one week of change or sooner if the information is known, including: employment status; names and number of children and adults living in the home; how long they are going to stay in the home if the adults are there temporarily; telephone numbers; or any physical changes to the home (remodels, fire, flood, etc.). When foster parents change their physical address, notification to the TLA should be made prior to the move.

Application

Individuals or families desiring to provide foster care services subject to the jurisdiction of the designated Tribe shall make written or oral expressions of intent to the designated Tribal Licensing Authority. The TLA shall be responsible for assisting the applicant in filing necessary forms in the dominant language of the applicant.

The following will be included on the application:

- A statement as to whether the applicant has ever operated or currently is operating a licensed/certified care facility or foster home for children or adults, and reasons for any termination of such license or certification
- A statement demonstrating that the applicant has resources sufficient to meet the needs and ensure the stability and financial security of their family, independent of any foster care maintenance payment
- Verification that the applicant is 18 years of age or older

Within 10 days of a request for home licensure, the TLA shall advise the applicant of any missing information and supporting material required to complete the application.

References

The applicants must provide names and addresses of at least four persons, three of whom are not related to the applicants, who have known the applicant for two years or more and can attest to their character and ability to care for children. The Tribal Licensing Authority may contact schools, employers, adult children, and other sources for references.

Safety Checks

Criminal History:

Applicants and members of the household age 16 years and older shall consent to a criminal record check and will provide fingerprints for the purpose of state and federal criminal records checks.

The Tribal Licensing Authority must determine that none of the individuals in the household has a criminal history or condition that would prohibit him/her from being a foster parent. No individuals in the household can have:

1. A conviction of a felony, or admission of, or substantial evidence of an act of assault, child battering, child abuse, child molesting, child neglect, spousal abuse; a crime against a vulnerable person, child or children (including child pornography), or a crime involving violence, including rape, sexual assault, or homicide, but not including other physical assault or battery.
2. Chemical/alcohol dependency, unless the individual(s) identified as chemically dependent has been chemically free for at least 12 months.
3. Felony conviction within the previous five years involving physical assault, battery or a drug-related offense or at the discretion of the TLA within the previous 10 years.

In addition, the applicant's own minor children cannot be in foster care, a correctional facility or residential treatment for emotional disturbance within the previous 12 months if, in the judgment of the TLA, the functioning of the family has been impaired.

The TLA will require that any employee or volunteer in a foster home, or any individual living in a part of the foster home where the individual would have direct access to children in care, meet the criminal background requirements for foster parents described in these standards. This information will be included in the licensing file.

In addition, the minimum standards of character that are prescribed in these standards shall ensure that none of the applicants, foster parents or any household member, age 16 and older, shall have been found guilty of, or entered a plea of nolo contendere or guilty to, any offense under Federal, State, or Tribal law involving crimes of: violence; sexual assault; molestation; exploitation; arson; prostitution; and any type of imitation controlled substance or a controlled substance.

The TLA shall consider all information obtained through the criminal history checks, including charges by complaint, indictments, arrests, and investigations of a serious criminal offense when issuing, renewing, denying or revoking a license.

Applicants who would like to be licensed may submit a request in writing to the TLA five years after a conviction of a felony physical assault, battery, or a drug related offense. The TLA will review and consider the circumstances surrounding the crime and conviction; the probability of the applicant committing future offenses; rehabilitation (including counseling, therapy, and education); and the relationship between the offense and the applicant's ability to be a foster parent. The TLA will respond to the request within 45 days.

Child Protective Services (CPS) Background Checks

Before the applicants are licensed and/or approved for placement of a child, the TLA shall check any child abuse and neglect registry for information on any prospective foster parents and on any other household members age 16 and older.

1. The TLA shall check any child abuse and neglect registry that the Tribe or State maintains for such information.
2. The TLA shall make a request to any other State or Tribe that the applicants or other household members age 16 and older have resided in the previous five years, to check any child abuse and neglect registry maintained by such other State or Tribe.

The TLA will obtain a "release of information" from the applicants, all household members age 16 and older, employees or volunteers, giving the TLA permission to submit each individual's information for a CPS background check and if possible, juvenile delinquency (JOMIS) check. If any of the individuals are found to have been the alleged perpetrator in a substantiated report of harm or there is an open case or report of harm in which the individual is/was involved, the TLA will not issue a license to that individual or allow the individual to reside in a licensed foster home.

The TLA will obtain reports, or where not available, a statement by the applicants citing all allegations of child abuse and neglect, with dates and locations and resolution of those allegations for the applicants, all household members age 16 and older, employees and volunteers.

Access and Inspection

Foster parents shall allow the Tribal Licensing Authority or the State of Alaska, Department of Health and Social Services, Office of Children's Services, access and inspection to their home, property, and to the children placed in their care.

Foster Parent Characteristics, Home Environment and Training Requirements

Required Characteristics:

Foster parents shall possess personal qualities of maturity, stability, flexibility, ability to cope with stress, capacity to give and receive love, and good moral character. Such characteristics are reflected in the following:

1. Psycho-social history, including significant childhood relationships and experiences (parent/child, sibling, or other relationships).
2. Role identification and acceptance.
3. Reactions to experiences of separation and loss (through death, desertion, etc.).
4. Education, employment and patterns of interpersonal relationships.
5. General social, intellectual, and cultural level of the family.
6. Level of everyday functioning.
 - a. Home and money management ability.
 - b. Daily routine and habits.
 - c. Reactions to stress.
7. Affect responses (ability to give and receive love, deal with loss, separation and disappointment, etc.).
8. Moral, ethical and religious/spiritual qualities of the family.
9. Religious/spiritual affiliation and habits.
10. Hobbies, special interests, skills and talents.

Home Environment:

In accordance with acceptable community standards, house and premises (including water supply and waste disposal) shall be clean, reasonably neat and free from hazards that jeopardize health.

Foster parents shall install and maintain working smoke alarms in every room in which a foster child sleeps and at least one on each level of the home.

All medicines, chemicals, cleaning supplies and other toxic substances shall be stored out of the reach of all children. They must not be stored with or immediately beside food products.

The foster home shall:

1. be inspected by the Tribal Licensing Authority
2. be well heated and well ventilated, in accordance with the standards of the local community
3. have stairways that are equipped with safety features, in accordance with the standards of the local community
4. have at least one class 2-A-10BC rated fire extinguisher in the house, or demonstrate that there is a system in place to extinguish fires that is satisfactory to the TLA
5. have a properly installed carbon monoxide monitor on each level of the home
6. post a diagramed fire escape plan. This escape plan is to be posted in an accessible location within the foster home and reviewed periodically with the foster children and all household members. In addition, foster parents are to provide the TLA with a copy of the escape plan
7. have a continuous supply of safe, clean drinking water. Private water sources and septic tank systems shall be safe and operable, in accordance with the standards of the local community
8. have an adequate supply of hot water for bathing and dish washing
9. have an adequate system for disposing of human waste that is sanitary, in accordance with the standards of the local community
10. be clean and free of hazards to the health and physical well-being of the family

Training:

The TLA will require foster parents to complete a minimum of 10 hours of training annually. Foster parents in a two-parent foster home shall each complete a minimum of 5 hours annually. Training may be accomplished through on-site trainings, self-study packets, electronically received training materials, or other training approved by the TLA. Training is required in order to continue being fully licensed. Relative foster parents may request waivers for specific training hours on a case-by-case basis.

Special Services (Additional Requirements):

Prior to licensure for special services, foster parents must have structured opportunities for achieving knowledge and skills necessary and pertinent to specific special needs as agreed to in their foster care agreements with the TLA.

Within the first year of licensure the TLA shall require at least one foster parent in the home to possess a current Infant/Child Cardio Pulmonary Resuscitation (CPR) certification.

Health History of Foster Parents and Household Members

Applicants shall provide the Tribal Licensing Authority with the health history of each member of the household, including physical and mental health services and treatment received. Applicants shall inform the TLA if any member of the household has or develops a serious communicable disease or other health condition during the application process or after licensure.

Foster parents and other household members caring for children shall be physically and mentally able to perform the duties of foster parents as defined in these standards. The TLA may require a medical statement from a physician verifying that no person suffers from a communicable disease, specific illness or disability which would interfere with the family's capability to care for children in foster care.

Foster parents must notify the TLA of any prior, on-going, or new counseling or treatment of any foster parent, employee, volunteer and other adult in the household caring for the children. Upon request, foster parents shall provide any psychological, medical or physical, sex-offender, drug and alcohol, and psychiatric reports and evaluations to the TLA. The TLA may require that a release of information be signed for the purpose of obtaining the above or other reports.

Parenting / Discipline

Foster parents shall use effective child-rearing practices that will enable children to grow and develop and are required to submit the appropriate form regarding methods of discipline.

Foster parents shall use non-punitive ways of discipline and ways of helping a child build positive personal relationships and self-esteem. Foster parents may not use discipline or a behavior management technique that is physical, cruel, humiliating, or otherwise damaging to the child. For example, foster parents cannot spank or withhold food for any type of punishment.

Licensing Process

Applicants shall submit a completed application to the Tribal Licensing Authority.

The TLA, through its representatives, shall make an assessment to establish the character and intent of the applicants, financial ability and stability, the cultural and religious/spiritual content of the placement, methods to be used in carrying out the proposed services, and the overall applicability of the culture and the environment. The applicants shall furnish the TLA with material related to the licensing rules and regulations and other information deemed appropriate by the TLA.

A license will not be issued until the required background checks for the applicants and members of the household age 16 years and older have been completed and show no evidence of criminal or other history that would prevent the home from being licensed to provide foster care.

When it has been determined that the applicants meet the licensing requirements and have agreed to comply with all requirements, the appropriate license shall be issued.

Types of Licenses:

Initial License: This includes licenses issued for emergency placements, where there are still some steps to be completed. In order to issue an emergency license, the following background checks must be completed for all household members age 16 and older: 1) safety checks; 2) a Court View (on-line) check for all charges; 3) child protective services background checks; and 4) a check of the sex offender registry.

Prior to completion of licensure, the TLA must walk through the home (doing a visual on each room) and making contact with one or more caregivers and other available household members (see Duty to Cooperate). The initial license shall expire one year from the date of issuance and may be renewed via an application for licensure. Completed renewal applications must be submitted to the TLA 45 days before expiration of current license.

Within 45 days of receiving all requested material, the TLA shall approve or deny the request for licensure or request additional material in support of the application. If the TLA requests additional information, then it shall approve or deny the license within 30 days of receiving the requested information. The applicant shall be notified in writing of the decision.

If an initial license is issued on an emergency basis, once the required information/documentation is received, an updated initial license will be issued reflecting a fully licensed home.

Biennial License: Once a home has an initial license, and the foster parents reapply and meet all requirements, the TLA will issue a biennial license that will be in effect for two years. The foster parents are required to complete an Annual Self-Monitoring Report each year.

Before the expiration of a biennial license, the TLA will reassess compliance with all licensing standards. If all the standards have been met, the TLA will renew the biennial license for another two years.

Variances and Waivers:

Variances may be requested by the foster parents for non-safety standards only. Variances will not be approved for the criminal background requirements and other safety standards. The TLA will consider requests on a case-by-case basis to ensure that the variance allows the foster home to meet the standard in another way and will approve or deny the request based on their findings so as to protect the health, safety, and well-being of the children.

Waivers may be requested for relative foster parents for non-safety standards only. Criminal background clearances and other safety standards may not be waived. Relative foster parents may request waivers for specific training hours on a case-by-case basis. The TLA will consider requests on a case-by-case basis to ensure that the waiver allows the relative foster home to protect the health, safety and well-being of the children and will approve or deny the request based on their findings.

Variances and waivers may be requested and approved by the TLA and are only issued on a case-by-case basis for non-safety standards.

Capacity:

The TLA will determine the appropriate number and ages of children for which the foster home will be licensed. The foster home shall not exceed the licensed capacity or accept a child outside of the licensed age range for placement unless the requirement is waived. To ensure the health and safety of all children in the home, the TLA will consider the ratio of adults to children, the level of supervision available, the skill levels of the foster parents, the health, safety and special needs of the children in the home, and the local standards in the community when determining the license capacity and age range for the foster home. The number of children in the home will not exceed the limit that would assure that the needs of each child in the home can be met.

Modifications:

The TLA may modify the licensed age range or capacity based on a request from the foster parents. An assessment of the results of the requested change will be made by the TLA that ensures the home meets the health, safety, and developmental needs of the children placed. If the TLA determines that a license will be modified for a change in capacity or age range, a new license reflecting the change will be issued.

Denial of License

Licensure may be denied if there is evidence that the applicants and members of the household age 16 years and older, or the physical home does not meet the requirements. Notification of denial shall be in writing to the applicants. Applicants may reapply if the standards are met.

The Tribal Licensing Authority may deny a license if the applicant(s) falsifies any application information or documentation. This includes acts of omission.

Foster parents may appeal the denial of their license by making a written request to the identified Tribal Appeals Committee.

Close Out, Suspension, Revocation and Termination of License

The Tribal Licensing Authority may take any action necessary to protect the health, safety and welfare of foster children, including emergency removal of foster children from a foster home or referral to any law enforcement or other child protective agency or organization to effect such removal.

Close Out:

Foster parents may close out their license at any time by submitting written notice to the TLA. If the foster parents fail to renew their application, the TLA will close out the license.

Suspension:

The TLA may suspend a foster home license due to violations of one or more licensure rules or conditions in the foster home that render it unsafe.

A notice of suspension must be in writing and list all violations, along with the actions necessary to meet the standards and shall include any services available to assist the foster parents in correcting the violations. The foster parents must remedy the situation within 14 days and notify the TLA in writing.

Children in placement will be removed from homes with suspended licenses.

No placements will be made during the period of suspension.

At the end of the suspension period or when the foster parents remedy the situation that led to the suspension, the TLA may:

- Reinstatement of the license for the remaining portion of the original license's term;
- Issue a new license; or
- Notify the foster parents of the intent to revoke the license.

Foster parents may appeal the suspension of their license by making a written request to the identified Tribal Appeals Committee.

Revocation:

The TLA will revoke a foster home license only after one or more of the above steps have been attempted or when child safety concerns warrant an immediate revocation.

The TLA may act to revoke a license if falsification is discovered after licensure, or if the foster parents fail to inform the TLA of any disqualifying condition that arises after licensure.

A notice of revocation shall be in writing and shall state the reasons for revocation.

Foster parents may appeal the revocation of their license by making a written request to the identified Tribal Appeals Committee except when the denial is based on criminal convictions.

Termination:

If a license was revoked or suspended, and the issue not addressed or the appeal not granted, the TLA may terminate the license.

Foster parents may appeal the termination of their license by making a written request to the identified Tribal Appeals Committee.

Relicensing of Foster Homes

The initial license shall expire one year from the date of issuance and may be renewed via an Application for Renewal. Completed renewal applications must be submitted 45 days before expiration.

If the foster home meets all requirements, the Tribal Licensing Authority will issue a biennial license that will be in effect for two years. If all standards are not met, the TLA will determine if conditions will be placed on the license.

Before the expiration of a license, the TLA will reassess compliance with all licensing standards including a walk-through of the home. If the foster home is in compliance with the standards, the TLA will renew the license.

Worker Contact with Family and Child

When a child is placed in a foster home, the child's caseworker shall visit the foster home at least once a month.

Visits may include, but are not limited to:

- Face-to-face individual time with the child
- Discussion with the foster parent and child (if age appropriate) of needs of the child
- On-going assessment of safety and well-being of the child
- Face-to-face time with the foster parents
- Assessment of foster parent needs

The foster parents have a right to know the policy, procedure, and intentions regarding the foster children in their home. The foster parents may request and receive such information from the Tribal Licensing Authority at the time of licensure and at any time the foster parents have been without a placement for a 12-month period.

Preserving Connections

Foster parents shall support the child's ties with family, friends, neighborhood, and Tribal community.

Foster parents shall recognize, encourage, respect and support the religious/spiritual beliefs, ethnic and cultural heritage, and language of a child's family. Foster parents shall, within reason, arrange transportation to ethnic and cultural events that, based upon the child's background, are appropriate for the child.

Visits

Foster parents are providing temporary care, and therefore must respect the child's relationship with his/her family. Foster parents shall support the permanent plan of each child in their care.

Children must be allowed visits and communication with their parents, family, extended family members, friends, and advocates in accordance with the case plan. Foster parents can contact the child's caseworker regarding additional visitation questions.

Visitation and communication may include, but is not limited to:

- In-person
- Email
- Telephone
- Texts
- Social Networking

Care and Development of the Child

Daily Living:

Each child in placement will be treated as a member of the family.

Each child in placement will be treated with respect and dignity.

Foster parents will provide structure and daily activities designed to promote the physical, social, intellectual, religious/spiritual, and emotional development of the children placed in the home.

Toys and games shall be available in the foster home, including recreational and educational materials, and books appropriate to the age and development level of the children placed in the home.

Each child in placement will share in the privileges and responsibilities of the home as appropriate to the child's age and abilities.

The following are requirements for foster parents caring for infants:

1. Each infant must be held during bottle-feeding until safely able to hold his/her own bottle
2. No infant placed in a high chair will be left unsupervised. An appropriate safety belt shall be placed around the child to prevent him/her from sliding down the high chair
3. Each infant must be held, rocked, cuddled and played with during each day of care
4. Infants' attempts to communicate must be responded to
5. Infants need large muscle activity in order to develop properly, unless not medically recommended. Infants learn by exploring their environment
6. A non-crawling infant will spend part of each day outside the crib and playpen.
7. A crawling infant will have freedom to explore outside the crib or playpen. A crib or playpen shall be used only for sleeping or for short periods when needed for safety. During the infant's waking hours, a playpen shall be placed where the infant can see others.

The following are requirements for foster parents caring for toddlers, preschoolers and children:

1. Each child shall be allowed as much independence as he/she can safely handle
2. Each child shall be provided with limits consistent with his/her age of understanding
3. Each child shall be encouraged to communicate verbally
4. Each child shall be given physical signs of affection as appropriate for age and maturity
5. Each child shall be provided with materials and equipment that will enhance his/her physical, mental, and emotional development
6. Toilet training shall be undertaken only when appropriate to each child's age and stage of development
7. Each child shall nap or rest as is appropriate for age and stage of development.

The following are requirements for foster parents caring for youth:

1. The youth in foster care and their caseworker shall discuss house rules with the foster parents. The youth is expected to live by these house rules
2. Each youth shall be provided practical learning opportunities
3. Each youth shall have the opportunity to participate in a variety of activities
4. Each youth shall be encouraged to participate in open discussions with adults exposing but not imposing their value systems on the youth with respect to their family values
5. Each youth shall be allowed opportunities to experiment, within the constraints of law and safety, with his/her own identity in a nonjudgmental atmosphere
6. Each youth shall be provided opportunities for participation and accountability in a family relationship
7. Each youth should have a foster family that is accepting of other people's lifestyles and values, with flexibility, a sense of humor, and a sense of the joy of living

The following are requirements for foster parents caring for infants/children/youth:

Foster parents shall participate with the child's caseworker to help the children and youth in care maintain an awareness of their past, a record of the present, and a plan for the future.

In accordance with the case plan, the foster parents shall ask the children and youth placed in their home to assume work responsibilities (chores) appropriate to their age and ability as they would expect of their own children.

Seatbelts will be used for infants, children, and youth in care, as well as any other normally acceptable safety products (helmet, life vests, etc.).

Children and youth in care will have access to telephone and writing materials and other household resources, in accordance with the standards of the local community (VHF, CB, etc).

Any household child care (provided by the children and youth in care inside of the foster home) must be approved by the child's caseworker and foster parents.

Children and youth in care will be allowed to receive and open her/his own mail and to have private phone calls unless the foster parents have been asked to monitor the communication by the child's caseworker.

Clothing and Personal Belongings

Foster parents shall provide each child placed in their home with his/her own clean, well-fitting, seasonal clothing that is appropriate to age, sex, individual needs, and meets local community standards. Foster parents shall keep a list of all personal items for the children placed in their home.

Foster parents shall allow children placed in their home to bring and acquire personal belongings. Foster parents shall send all personal clothing and belongings with the children in care when they leave the foster home.

Food and Nutrition

Foster parents will provide nutritious, daily meals (and whenever possible, traditional foods) to ensure the health, spiritual, physical, emotional, and mental development of the children placed in their home.

Foster parents will provide for any special dietary needs of the children placed in their home. If foster parents have any reason to believe that a child placed in their home has undiagnosed special dietary needs they will consult with medical professionals after notifying the child's caseworker.

Health and Safety Needs

The child's caseworker will provide the full health records of the child to the foster parents upon placement in their home.

Foster parents are encouraged to contact the child's caseworker with any concerns about the child's health. Foster parents shall work with the child's caseworker to ensure that health care needs of children placed in their care are met, including arranging or providing transportation to medical, dental and counseling appointments as needed.

At the time of placement or as soon as possible, the child's caseworker will ensure Medicaid coupons or other medical coverage (Denali Kid Care, Indian Health Service, etc.) are provided to foster parents in order to access medical services for children in their care.

Early Periodic Screening, Diagnostic & Treatment Services (EPSDT) are available to all Medicaid eligible children under the age of 21. Foster parents will ensure that children placed in their care receive EPSDT screenings.

Foster parents are accountable for the safety of children placed in their home at all times whether or not they are supervising the activities of the children.

Foster parents shall:

1. obtain necessary emergency medical care for children placed in their home as available in the local community or region
2. obtain permission from the child's parents, guardian or the caseworker for major medical decisions
3. be responsible for keeping immunizations/physicals/dental work current for children placed in their home
4. give children prescription medication only in accordance with a physician's prescription or authorization and the child's caseworker's approval

5. give children placed in their home prescription psychotropic (mental health) medication only with the child's parent's permission or if the child's caseworker obtains a court order approving the child's use of the medication
6. not provide tobacco products in any form to children under the age of 19 placed in their home
7. not obtain haircuts for children in their care (unless required by a health condition), piercings or tattoos without parental approval (within a reasonable timeframe)
8. provide each child in care individual items necessary for personal hygiene and grooming, in accordance with the standards of the local community
9. prepare and serve meals in a safe and sanitary manner that minimizes the possibility of food poisoning or food infection. Food and cooking utensils shall be stored to protect them from dust, vermin, and leakage from pipes or other contamination. Food and cooking utensils shall be stored at a temperature that will prevent spoilage and bacterial growth. Appliances regularly used in the storage and preparation of food shall be safe and in good working order. Measures shall be taken to protect the home from vermin and insects
10. ensure that children placed in their home are supervised and appropriate safety precautions are taken when engaging in activities which may pose a risk of harm to the children (such as water-related activities or dangerous subsistence activities)
11. store all medications, poisonous chemicals, and cleaning materials in a way that prevents access by all children in the home
12. restrict access of the children placed in their home to potentially dangerous animals, both domesticated and undomesticated
13. store any ammunition and unloaded and operable firearms in separate locked places. Standard safety procedures must be followed in regards to the handling of firearms and ammunition while in the presence of any foster child
14. have first aid supplies in an easily accessible place
15. post and keep current emergency telephone numbers, including the number for the poison control center, near one or more telephone/communication devices in the home
16. provide each child placed in their home with adequate storage space for personal belongings, in accordance with the standards of the local community

Sleeping Area for Foster Children and Youth

Foster parents may allow children placed in their home to occupy the same sleeping area as a child of the opposite sex, only after consulting with the child's caseworker and determining that factors such as age, health, developmental level and history of children would not affect the health, safety or well-being of all the children.

Sleeping areas used by children in care must have easily accessible, safe emergency access, and exits to/from the room and home (e.g. one door and one window).

Sleeping areas used by children in care will:

- Be safe and have adequate space, in accordance with the standards of the local community
- Provide sufficient natural light and ventilation, in accordance with the standards of the local community

Normally, no more than four children will occupy a sleeping area. However, where practice is consistent with community standards, more than four children may share a sleeping area if it is determined that the health, safety and privacy needs of all the children are met.

Foster homes will have age appropriate sleeping arrangements and separate bedding for each child. Children may share a bed if it has been determined that such an arrangement would not pose a risk to the health, safety or well-being of all the children.

Foster parents must ensure that the bedding used by children placed in their home is kept in a sanitary condition at all times and adequately provides warmth and comfort to the children.

Educational Needs

The child's caseworker will provide the child's educational records to the foster parents upon placement.

Foster parents will enroll each child of school age placed in their home of school age in a school within five school days of placement or in accordance with the child's case plan. Every effort will be made to keep the child in the same school that he/she attended prior to placement.

If foster parents wish to pursue home schooling of a child placed in their home, the child must be enrolled in a full-time correspondence program approved by the Alaska Department of Education. Foster parents must seek prior approval from the child's caseworker.

Foster parents shall be actively involved in educational programs for the child in care that are appropriate for the child's age, abilities, and in accordance with the child's case plan.

Foster parents will plan with school personnel when there are issues with the child in school, and report to the child's caseworker, any situations that may require follow up or attention.

Cultural Activities

In accordance with the child's case plan, the foster parents shall participate with the child's caseworker to arrange transportation to Tribal events.

Foster parents will encourage the children placed in their home to participate in age appropriate Tribal activities and events.

Foster parents shall not require children placed in their home to participate in activities that may demean their Native heritage or violate cultural tenets or beliefs.

Foster parents shall provide opportunities for recreational activities appropriate to the age and abilities of the child placed in their home.

Foster parents shall encourage the children to participate in cultural and subsistence activities.

Expectations and Limits

Foster parents will teach and discipline the children placed in their home with caring, kindness, and understanding. Foster parents shall set clear expectations, limits, and consequences of behavior. Foster parents shall teach each child placed in their home with praise and encouragement. No child in care or other child in a foster home shall be subjected to corporal punishment, physical abuse, sexual abuse, sexual exploitation, neglect, emotional abuse, mental injury, or threats of harm.

It is vital that foster parents use discipline and guidance to help a child placed in their home develop acceptable behavior, for example:

1. Methods of discipline to be used shall be discussed with the child's caseworker and Tribal Licensing Authority. No child in care shall be subjected to physical, unusual, severe, or cruel punishment.
2. No child in care shall be subjected to verbal abuse, derogatory remarks about him/herself or members of his/her family, or threats to expel the child from the foster home.
3. Isolation, when used as discipline, shall not exceed 1 minute per year of the child's age. Isolation shall be in a light, well-ventilated room of at least 50 square feet, and within hearing of an adult. An adult shall periodically check on a child in isolation consistent with age of the child. No child shall be isolated in a closet or locked room.
4. No child shall be punished for bed-wetting or toilet training issues.
5. No child in care shall be deprived of meals, mail or family visits as a method of discipline.
6. Punishment shall not be delegated to another child.
7. Methods of discipline shall be periodically evaluated.

Transportation Safety

Foster parents shall provide or arrange for safe transportation for children placed in their home to attend any kind of activity (including but not limited to school, recreational, and medical activities).

Foster parents shall maintain all personal vehicles owned by them and used to transport any of the children in the home in a safe operating condition, in accordance with the standards of the local community.

Any vehicle used to transport any of the children in the home must be smoke-free.

Alternate Caregivers

The foster parents shall arrange for safe and responsible childcare for short absences (up to 6 hours) excluding day care for working foster parents (i.e. occasional babysitting).

When the foster parents are absent overnight, or longer, a responsible person of at least 18 years of age, capable of assuming foster care responsibilities, shall be present in the same home to supervise the children placed in their home. The foster parents shall provide contact information where they can be reached during their absence. Foster parents shall not leave children placed in their home for more than 48 hours without first giving notice to both the Tribal Licensing Authority and the child's caseworker.

Duty to Cooperate

Cooperation with the Tribal Licensing Authority, State, and Birth Parents:

Foster parents will cooperate with the Tribal Licensing Authority or the State of Alaska, DHSS in:

- Investigations involving their license
- Investigations of Reports of Concerns (Harm)
- Developing and implementing the case and service plan of a child placed in their home
- Executing all court orders regarding a child placed in their home

The foster parents and the child's caseworker must sign and abide by the terms of a Foster Parent Agreement that details child specific responsibilities.

Foster parents will report immediately to the TLA or State of Alaska, DHSS the occurrence of an unusual incident such as the death or serious injury/illness of a child placed in their home. A serious injury/illness shall be defined as one requiring professional medical attention or any unusual circumstance which threatens the safety, physical or emotional well-being of a child placed in their home. Examples are:

- Fire or other disaster affecting the home;
- A planned or emergency absence of a foster parents exceeding 48 hours and confirmation of the alternate plan for supervision of the children placed in their home by a responsible adult during the absence of the foster parents;
- Attempted or threatened suicide by a household member;
- A child in care who has run away;
- A child in care who has become pregnant;
- Severe distress or depression of a child in care;
- Required consent from a parent of a child placed in their home for non-emergency medical care; (in this paragraph, "non-emergency medical care" includes surgery, anesthesia, and the administration of psychotropic medication, or another drug prescribed for mental illness or behavioral problems);
- Violation of a condition of probation by a child in care, if applicable;
- Allegations of criminal conduct by a child in care.

Confidentiality

The foster parents and household members shall treat personal information about a child placed in their home and the child's family in a confidential manner.

Confidential information may be disclosed only when necessary to provide for the safety and well-being of children in care as required by Tribal, State, or Federal law. The information shared must be limited to only what is necessary to comply with these requirements/laws. This duty, not to disclose confidential information, applies during placement and forever thereafter.

Record Maintenance by Licensing Authority

The Tribal Licensing Authority will maintain records on all aspects of the licensing process throughout the duration of the license, including the following forms:

- Application for Licensure
- Authorization for Release of Information - In-State
- Authorization for Release of Information - Out-of-State
- Request for Criminal Justice Information (Department of Public Safety form)
- Foster Parent Characteristics
- Parenting and Discipline Questionnaire
- Foster Parent Reference Questionnaire
- Health History
- Medical Health Authorization and Information
- Mental Health Authorization and Information
- Home Safety Checklist
- Fire Escape Plan
- Foster Home Disaster Plan
- Foster Parent Provider Agreement
- License
- Foster Parent Training Requirements
- Annual Self-Monitoring Report

If applicable, the TLA will also maintain the following forms:

- Variance or Waiver Request
- Summary of Investigation
- Plan of Correction
- Family Tree
- Licensing Check List

Record Maintenance by Foster Parents

Foster parents will maintain records on all aspects of the life of a child placed in their home during placement, including the physical and mental health care received, immunizations, educational, and placement progress. Within 10 days of the termination of a foster care placement, the foster parents shall relinquish all records to the child's caseworker.

Foster parents shall keep such written records for each child placed in their home in a manner that ensures the child's confidentiality.

Civil Rights

The foster parents, prospective foster parents, and child in care shall be guaranteed access to appeal, grievance and complaint processes.

Each Tribe/Tribal Agency that adopts these Alaska Tribal Foster Care Standards will establish a Tribal Appeals Committee.

Amendments

Any Tribe/Tribal Agency may submit recommendations for modifications to these "Alaska Tribal Foster Care Standards" to the Tribal/State Collaboration Group upon a majority vote of the membership at a duly convened meeting.

Sovereign Immunity

Any Tribe/Tribal Agency is not required to waive their sovereign immunity when using these "Alaska Tribal Foster Care Standards" unless the Tribe/Tribal Agency enters into an agreement whereby waiving their immunity is a requirement.

Licensing Procedures

Reference Alaska Tribal Foster Care Procedures for details related to obtaining and maintaining a license.

Section II

Procedures



TABLE OF CONTENTS

CHAPTER 1: INTRODUCTION	1
CHAPTER 2: LICENSING PROCESS.....	2
2.1 Types of Licenses	2
2.1.1 Initial License	2
2.1.2 Biennial License	2
2.1.3 Condition on a License	2
2.2 Response to Licensing Inquiries	3
2.3 Receipt of Application	3
2.3.1 Application	3
2.3.2 Initial Review of Application	4
2.4 Evaluation of Applicants, Household Members, and Home Environment	4
2.4.1 Initial License	4
2.4.2 Biennial License	5
2.4.3 Relocation	6
2.5 Approval or Denial of Application	7
2.5.1 Approval	7
2.5.1.1 Variances and Waivers	7
2.5.1.2 Issuance of Initial License	7
2.5.1.3 Issuance of Biennial License	8
2.5.1.4 Modification of License	8
2.5.2 Denial	8
2.5.3 Suspension, Revocation	8
2.5.3.1 Suspension	8
2.5.3.2 Revocation	9
2.5.4 Termination of a Placement	9
2.6 Termination of a License	10
2.7 Close Out of a License	10

CHAPTER 3: MONITORING	11
3.1 Tribal Licensing Authority Home Visits	11
3.2 Reports on the Foster Home	11
3.3 Annual Self-Monitoring Report	11
3.4 Foster Parent Training	12
CHAPTER 4: BACKGROUND CHECKS	13
4.1 Child Protective Services (CPS) and Licensing Background Checks	13
4.2 Juvenile Offender Management Information System (JOMIS)	14
4.3 Criminal Checks	14
4.4 Sex Offender Registry	15
4.5 Court View	15
4.6 Evaluation of Background Checks	15
4.7 Requests for Reconsideration	15
CHAPTER 5: COMPLAINTS AND APPEALS	16
5.1 Receipt of Complaint	16
5.2 Investigation	16
5.3 Notification and Actions	16
5.4 Plan of Correction	17
5.5 Appeal Process	17
CHAPTER 6: LICENSING RECORDS	18
6.1 Licensing Record	18
6.2 Record Contents	18
6.3 Disclosure and Retention of Records	19

CHAPTER 1: INTRODUCTION

- A. The Tribal Licensing Procedures are based on the Alaska Tribal Foster Care Standards, dated October 2013 (herein after referred to as “standards”) developed by the Tribal State Collaboration Group, and provide additional information about the tribal licensing process.
- B. The Tribal Licensing Authority (TLA) is an individual or unit within a Tribe/Tribal agency who is responsible for licensing tribal foster homes. The TLA is responsible for:
 - 1. Assisting applicants throughout the application and licensing process.
 - 2. Assessing applicants and their home environment based on the standards.
 - 3. Issuing Tribal foster home licenses to applicants who meet the standards.
 - 4. Monitoring compliance with the standards, and terminate, suspend, revoke, or close out a license when appropriate, as outlined in the standards.
 - 5. Visiting the foster home in accordance with the standards.
 - 6. Maintaining licensing records.
 - 7. Investigate and summarize any reports of concern involving the foster home.

CHAPTER 2: LICENSING PROCESS

2.1 Types of Licenses

2.1.1 Initial License

- A. An initial license is issued when a foster home first becomes licensed. It expires one year from the date of issuance.
- B. An initial license may be issued on an emergency basis before all steps in the licensing process has been completed. However, a license may not be issued until:
 - 1. the background checks listed in section 4.B. have been completed;
 - 2. the application and documentation has been reviewed and evaluated;
 - 3. references have been completed; and
 - 4. the TLA has completed a walk-through of the home to determine that the home is safe.
- C. When a license has been issued on an emergency basis, an updated initial license will be issued as soon as all the requirements are met.

2.1.2 Biennial License

- A. The biennial license is in effect for two years.
- B. The first biennial license is issued before the initial license expires, when the foster parent has applied for a license renewal and all the standards are met.
- C. Subsequent biennial licenses are issued when an application is submitted and all the standards are met.

2.1.3 Condition on a License

- A. A condition may be placed on a license if it is necessary to protect the health, safety, and well-being of children placed in the home.
- B. Conditions may include:
 - 1. license issued under emergency conditions;

2. a plan of correction for a licensing standard that is not met;
 3. age range and/or number of children that may be placed in the home; or
 4. that the license is issued for placement of a specific child in the home.
- C. If circumstances change and a condition is no longer applicable or appropriate, the TLA will remove the condition from the license and issue a new license.

2.2 Response to Licensing Inquiries

- A. When an individual interested in becoming a licensed foster parent contacts the TLA for information about licensing, the TLA will provide information about the licensing process.
- B. The TLA will provide an initial application packet to all individuals who want to become licensed. An initial application packet consists of the following:
1. Form letter ***Tribal Foster Care Initial License Application Transmission***
 2. ***The Alaska Tribal Foster Care Standards***
 3. ***Application for Licensure***
 4. ***Authorization for Release of Information – In-State***
 5. ***Request for Criminal Justice Information***

2.3 Receipt of Application

2.3.1 Application

- A. For a two-parent foster home, both applicants must sign the application.
- B. The following forms must be completed and submitted in order for an application to be complete:
1. ***Application for Licensure***
 2. ***Authorization for Release of Information – In-State*** for the licensing applicant and all household members age 16 and older
 3. ***Request for Criminal Justice Information*** for the licensing applicant and all household members age 16 and older
- C. If the licensing applicant or any other adult household member has resided in another state in the preceding five years, ***Authorization for***

Release of Information from Out-of-State Child Abuse and Neglect Registry or other form required by the other state must also be submitted (see section 4.1.B).

2.3.2 Initial Review of Application

- A. After receiving an application and required documentation, the TLA will review the submitted material to determine if the application is complete.
- B. If anything is missing, the TLA will contact the applicant within 10 days of receiving the application and request the missing material, by sending the form letter ***Tribal Foster Care License Application Request for Additional Information***.
- C. When the application is complete and meets the initial requirements, the TLA will send form letter ***Tribal Foster Care Receipt of Initial License Application*** and will schedule a time to meet with the applicants (see section 2.4).

2.4 Evaluation of Applicants, Household Members, and Home Environment

2.4.1 Initial License

- A. The TLA will send requests for references to the persons listed as references on the application form, using form letter ***Tribal Foster Care License Reference*** and enclosing the ***Foster Parent Reference Questionnaire*** form. In addition, the TLA:
 - 1. may contact the references in person or by phone;
 - 2. must ensure that questionnaire forms are completed for the applicant;
 - 3. will initiate the process for obtaining fingerprints, child protection, and criminal justice system information (see section 4.1 and 4.3).
- B. The TLA will review the initial application packet, and the results of the safety checks and information provided by the references, to determine whether there are any barriers to licensing the home, based on the standards. Barriers include criminal history records or CPS records that do not comply with the standards. If barriers exist the TLA will send the form letter ***Tribal Foster Care Notice of License Denial*** within 45 days with an explanation why the license was denied.
- C. If there are no grounds for denying the license, the TLA will initiate the second phase of the licensing process. The TLA will contact the applicant to provide information about the next steps in the licensing process,

including completion of additional forms and an evaluation of the applicant's home; this includes:

1. scheduling a home visit to discuss and assist in the licensing process; and
2. providing a licensing packet to the applicants. The packet may be provided during the home visit and, when applicable, the TLA will assist the applicant with completing the forms.

A licensing packet consists of the following forms:

- **Health History** for the licensing applicant and all household members
- **Fire Escape Plan**
- **Foster Home Disaster Plan**
- **Foster Family Characteristics Questionnaire**
- **Parenting and Discipline Questionnaire**
- **Foster Parent Provider Agreement**

If information on the **Health History** form or elsewhere in the application documentation indicates that an individual has medical and/or mental health issues that may impact the health, safety, or well-being of a child placed in the home, the **Medical Release of Information** and/or **Mental Health Release of Information** form must be submitted.

- D. The TLA will use all the gathered information to assess the applicant, household members, and home environment to determine if they meet the standards and whether the home should be licensed. Based on their home visit, the TLA will document the assessment on the **Home Safety Checklist** form.
- E. If a requirement is not met and the standards allow for a variance or waiver to meet the requirement, the TLA will discuss that option and assist the applicant in the variance/waiver process described in section 2.5.1.1.
- F. The TLA will notify the applicant of the final licensing decision, following the procedures in section 2.5.
- G. When the foster home has been approved for licensing, the TLA will follow the procedures in section 2.5.1.2.

2.4.2 Biennial License

- A. 90 days prior to when an initial or biennial license expires, the TLA will remind the foster parent that the license needs to be renewed by sending a biennial application packet to the foster parent.

1. A biennial application packet consists of the following:
 - Form letter ***Tribal Foster Care License Application Renewal***
 - ***Application for Licensure***
 - ***Foster Parent Provider Agreement***
 - ***Annual Self-Monitoring Report***
 2. The foster parent must submit a completed renewal application 45 days prior to expiration.
- B. The TLA will use all the gathered information to assess the applicant, household members, and home environment to determine whether they continue to meet the standards and whether the home should continue to be licensed. Based on their home visit, the TLA will document the assessment on the ***Home Safety Checklist*** form.
- C. The TLA will verify that the foster parent has completed the necessary training hours in order to maintain a fully licensed home. This will be documented on the ***Foster Parent Training Requirements*** form and placed in the foster parent file.
- D. If a requirement is not met and the standards allow for a variance or waiver to meet the requirement, the TLA will discuss that option with and assist the applicant in the variance/waiver process described in section 2.5.1.1.
- E. The TLA will notify the applicant of the final decision, following the procedures in section 2.5.
- F. If a license will be issued, the TLA will follow the procedures in section 2.5.1.3.

2.4.3 Relocation

- A. When a foster parent moves, s/he must notify the TLA prior to the move and complete a ***Fire Escape Plan*** for the new location. The TLA will evaluate the new home environment to determine whether the standards are met and whether the home should continue to be licensed. The TLA will document the assessment on the ***Home Safety Checklist*** form.
- B. If a requirement is not met and the standards allow for a variance or waiver to meet the requirement, the TLA will discuss that option with and assist the applicant in the variance/waiver process described in section 2.5.1.1.
- C. The TLA will notify the applicant of the final decision, following the procedures in section 2.5.
- D. If a license will be issued, the TLA will follow the procedures in section 2.5.1.4.

2.5 Approval or Denial of Application

2.5.1 Approval

- A. Within 45 days of receiving a completed application, the TLA will approve the request for licensure if the standards are met.
- B. The TLA will notify the applicant of the approval by issuing a license (see sections 2.5.1.2 and 2.5.1.3).

2.5.1.1 Variances and Waivers

- A. Approval of a variance does not exempt the applicant/foster parent from meeting the intent of the requirement and may only be granted if the proposed alternative adequately protects the health and safety of children in care.
- B. If a non-safety standard is not met, the TLA will discuss with the applicant/foster parent the option of a variance or waiver. Variances or waivers are not approved for criminal background checks and other safety standards.
- C. If an applicant/foster parent wants to pursue a variance or waiver, the TLA will assist the applicant/foster parent with applying for the variance/waiver. The applicant/foster parent will be required to complete the request section on a **Variance Request** or **Waiver Request** form.
- D. The TLA is authorized to approve variances and waivers in accordance with the standards.
- E. The TLA will document the decision about the request for variance/waiver on the **Variance Request** or **Waiver Request** form and notify the applicant/foster parent of the decision by sending form letter **Tribal Foster Care License Waiver / Variance / Approval / Denial** and the completed **Variance Request** or **Waiver Request** form.

2.5.1.2 Issuance of Initial License

- A. An initial license may be issued for emergency placement of a child when the requirements in Section 2.1.1 are met.
- B. An initial license will be issued when the requirements in the standards for an initial license are met.

- C. The TLA will complete and send the license to the applicant with form letter ***Tribal Foster Care License Issuance***.

2.5.1.3 Issuance of Biennial License

- A. A biennial license will be issued when the requirements in the standards for a biennial license are met.
- B. The TLA will complete and send the license to the applicant with the form letter ***Tribal Foster Care License Issuance***.

2.5.1.4 Modification of License

- A. At the request of the foster parent or based on assessment during a home visit, the TLA may modify the licensed age range or capacity in accordance with the standards.
- B. When it has been determined that a license will be modified, the TLA will issue a new license that reflects the modification(s).
- C. The TLA will send the license to the applicant with the form letter ***Tribal Foster Care License Issuance***.

2.5.2 Denial

- A. Within 45 days of receiving a completed application, the TLA will deny the request for licensure if the standards are not met. The TLA may also deny a license if the applicant falsifies any application information or documentation, which includes acts of omission.
- B. The TLA will notify the applicant of the denial by sending the form letter ***Tribal Foster Care Notice of License Denial***.
- C. The applicant has the right to appeal the denial by making a written request to the Tribal Appeals Committee (see section 5.5), except when the denial is based on criminal convictions.
- D. If a request for licensure has been denied because the standards are not met, the applicant may reapply if the standards are met at a later time.

2.5.3 Suspension, Revocation

2.5.3.1 Suspension

- A. The TLA may suspend a foster home license under the circumstances described in the standards.

- B. The TLA will document the list of violations on a **Summary of Investigation** form and notify the foster parent by sending the form letter **Tribal Foster Care Notice of Summary of Investigation Substantiated** (selecting the appropriate action and reasons for suspension) and a copy of the **Summary of Investigation** form to the foster parent. The **Summary of Investigation** form must include a list of the violations, the actions necessary to meet the standards, and any services available to assist the foster parent in meeting the standards.
- C. When a license is suspended for a home with children in placement the TLA will notify the caseworker immediately. The caseworker will move the child to an appropriate home. No additional placements will be made during the suspension period.
- D. If the foster parent remedies the situation within the 30 day suspension period, the TLA will reinstate the license for the term of the original license.
- E. If the foster parent does not remedy the situation within the 30 day suspension period, the TLA will notify the foster parent of one of the following:
 - 1. Denial of an application for re-licensure; or
 - 2. The intent to revoke the license.
- F. If the foster parent appeals the decision, refer to section 5.5.

2.5.3.2 Revocation

- A. The TLA will revoke a foster home license under the circumstances described in the standards.
- B. The TLA will notify the foster parent by sending form letter **Tribal Foster Care Notice of Summary of Investigation Substantiated** (selecting the appropriate action and include the reasons for revocation).
- C. If the foster parent appeals the decision, refer to section 5.5.

2.5.4 Termination of a Placement

- A. A foster parent who has a child placed in their home may terminate their foster care responsibility towards the child with a 30 day written notice to

the TLA. If it is in the child's best interest the TLA may waive the notice requirement.

- B. The TLA may take any action necessary to protect the health, safety and well-being of a child in placement including emergency removal of a child from a foster home.

2.6 Termination of a License

- A. A license is terminated when:
 - 1. the license was revoked or suspended and the foster parent has not appealed the revocation/suspension; or
 - 2. the foster parent has appealed the revocation/suspension and the Tribal Appeals Committee has denied the appeal.
- B. The TLA will send a ***Tribal Foster Care Notice of License Termination*** letter to the foster parent.

2.7 Close Out of a License

- A. A license is closed when:
 - 1. the foster parent has requested closure; or
 - 2. the foster parent fails to renew their application.
- B. The TLA will send a ***Tribal Foster Care License Closeout*** letter to the foster parent.

CHAPTER 3: MONITORING

3.1 Tribal Licensing Authority Home Visits

- A. TLA will visit the foster home in accordance with the standards for reasons such as, but not limited to:
 - 1. When a home is modified;
 - 2. When the foster parent relocates;
 - 3. During the annual self-monitoring review;
 - 4. When reports of concern are received; or
 - 5. When needed due to a plan of correction.
- B. The TLA will respond to requests for information from the foster parent regarding the agency's policy, procedure, and intentions toward placement of children in their home. The TLA will coordinate with the caseworker to ensure that the foster parent needs are met.

3.2 Reports on the Foster Home

- A. The TLA will take appropriate action when a foster parent reports death, serious injury, or serious illness of a child in placement, or other unusual circumstances that threaten the safety, or physical or emotional well-being of a child in placement.
- B. Upon receipt of a complaint or report about child maltreatment, the TLA will inform the complainant or reporter that they need to make the report directly to the State of Alaska, Office of Children's Services in accordance with AS 47.17.020. All other reports on the foster home will be responded to by the TLA.
- C. Upon receipt of a complaint or report of conduct by the foster parent or household members, including criminal activity, or other conditions in the foster home that may threaten the safety or well-being of a child placed in the home, the TLA will take action as described in Chapter 5.

3.3 Annual Self-Monitoring Report

- A. The TLA will remind the foster parent that a self-monitoring report is due by sending form letter ***Tribal Foster Care Self-Monitoring Report*** and the ***Annual Self-Monitoring Report*** form to the foster parent 90 days prior to when the report is due.
- B. Foster parents are required to submit a completed ***Annual Self-Monitoring Report*** form to the TLA 45 days before the expiration of the initial/biennial

license. If the foster parent has a biennial license, then the **Annual Self-Monitoring Report** must be sent to the TLA annually.

3.4 Foster Parent Training

- A. The TLA will assist a foster parent in accessing training by providing foster parents with information about available training.
- B. The TLA will monitor the foster parent's compliance by regular communication with them and will document any completed training on the **Foster Parent Training Requirements** form. During home visits the TLA will obtain any training certifications for the file.
- C. If a foster parent fails to meet the annual training requirements, the TLA may address this with a Plan of Correction.

CHAPTER 4: BACKGROUND CHECKS

- A. A prospective foster parent and household members age 16 and older must undergo background checks, as described in the standards. Background checks consist of criminal background checks, child protective services background checks, and, if applicable, licensing history checks. This requirement does not apply to children placed in the home.
- B. The TLA will not issue a license until all required background checks have been completed and evaluated. The only exception is that a license can be issued on an emergency basis prior to when the fingerprint based criminal checks have been completed. However, the following background checks must be completed for all members of the household, age 16 and older, before a license may be issued on an **emergency** basis:
1. name-based safety checks;
 2. Court View on-line check (see section 4.5);
 3. child protective services background checks; and
 4. sex offender registry checks.
- C. Once a license has been issued, if a child in the home turns 16 or an adult moves into the home, all the background checks listed above and fingerprint based criminal record checks must be completed as soon as possible. The home will not be considered fully licensed without completed background checks.

4.1 Child Protective Services (CPS) and Licensing Background Checks

- A. Alaska CPS and Licensing Checks:
1. The TLA will ensure that the prospective foster parents and household members age 16 and older complete and submit **Authorization for Release of Information – In-State** forms.
 2. Upon receipt of completed forms, the TLA will submit them to the State of Alaska, Office of Children's Services (OCS) and request that OCS staff:
 - review OCS child protection records and, if applicable, licensing records for the individuals;
 - complete the OCS section of the forms; and
 - return the completed forms to the TLA.
- B. Out-of-State CPS Checks:
1. If the prospective foster parents or any other household member age 16 or older has lived in another state or country within the past five years, the

TLA will request information from the child abuse and neglect registry from each state of residence or the consulate/embassy from the country during the past five year period. A list of state contacts is available online at <http://ccld.ca.gov/Res/word/AWStateContacts.doc>. Information on Foreign Consular Offices in the United States is available online at <http://www.state.gov/s/cpr/rls/>.

2. The TLA will determine what form needs to be used for requesting CPS checks from another state or country. The TLA will ask each individual to complete either an **Authorization for Release of Information from Out-of-State Child Abuse and Neglect Registry** form or the form required by other state or country where they have lived in the past five years. If an **Authorization for Release of Information from Out-of-State Child Abuse and Neglect Registry** form is required, the TLA will complete the required section of the form prior to submitting it to the other state or country.
3. The TLA will submit the completed forms to the other state or country in accordance with their procedures.
4. If the other state or country denies the request because they do not maintain a registry, no further attempts to obtain child abuse or neglect information from the other state or country is required.

4.2 Juvenile Offender Management Information System (JOMIS)

The TLA will work with the Department of Health and Social Services, Division of Juvenile Justice to establish exchange of information. If possible, the TLA will obtain a release of information from the prospective foster parent and all household members age 16 and older for a juvenile delinquency check.

4.3 Criminal Checks

- A. The TLA will ensure that the following criminal background checks are completed:
 1. Name-Based Safety Checks: The TLA will request that the prospective foster parent and household members age 16 and older submit a **Request for Criminal Justice Information** to the Department of Public Safety and provide the results to the TLA. This must be completed prior to issuance of an initial license under emergency conditions and for all other licenses.
 2. Fingerprint Based Checks: The TLA will inform applicants that they and all household members age 16 and older are required to submit fingerprints for the purpose of state and federal criminal record checks, *and that the results must be submitted to the TLA*. The TLA will provide

information to the applicant about the procedures for fingerprinting. An initial license may be issued under emergency conditions if item 1 above is completed but the fingerprint check is still pending.

4.4 Sex Offender Registry

The TLA will check the on-line Sex Offender registry for applicants and all household members age 16 and older to determine whether any individual is a registered sex offender. Sex Offender information is available on line at:

<http://www.dps.state.ak.us/sorweb/Search.aspx>

4.5 Court View

The TLA will check the on-line Court View for applicants and all household members age 16 and older to determine whether there are records that would preclude licensing in accordance with the standards. Court View information is available on line at:

<http://www.courtrecords.alaska.gov/pa/pa.urd/pamw6500.display>

4.6 Evaluation of Background Checks

- A. The TLA will review and evaluate the results of the background checks to determine whether the requirements in the standards are met.
- B. If the applicant or any household member, age 16 and older, is found to have been the alleged perpetrator in a substantiated report of harm or there is an open case or report of harm in which the individual is involved, the TLA will not issue a license to the individual or allow the individual to reside in a licensed foster home.

4.7 Requests for Reconsideration

If the applicant's request for licensure has been denied based on evaluation of their criminal history, the applicant may submit a request in writing for reconsideration after the five years have passed since the crime was committed. The TLA will re-evaluate the application and related information in accordance with the standards and respond to the applicant within 45 days.

CHAPTER 5: COMPLAINTS AND APPEALS

5.1 Receipt of Complaint

When a complaint is received on a foster home, the TLA will investigate. If the complaint is about child maltreatment the reporter will be instructed to notify the State of Alaska, Office of Children's Services. The TLA can offer to call OCS in a three way call with the reporter to file a protective services report. If the reporter refuses to call OCS, the TLA will call OCS. If the reporter does not want the TLA to give OCS their name, the TLA will tell OCS that it is an anonymous report.

5.2 Investigation

- A. An investigation of a complaint includes gathering as much information as possible about the event or condition that is the basis of the complaint, and determining whether there is a violation of the standards.
- B. The TLA will research licensing history, conduct interviews of all individuals that can provide first hand information, and consult with any resources (police, officials, etc.) to assist in the investigation.
- C. The TLA will document the investigation and findings on the **Summary of Investigation** form.

5.3 Notification and Actions

- A. If the investigation results in a determination that the standards have not been violated, the TLA will send the form letter **Tribal Foster Care Notice of Summary of Investigation Unsubstantiated**.
- B. If the investigation results in a substantiated determination that the standards have been violated, the TLA will take action as needed. Action may include:
 - 1. If there are grounds for suspending or revoking the license, the TLA will follow the procedures in section 2.5.3.
 - 2. If grounds for revocation or suspension do not exist, the TLA will notify the foster parents that either a plan of correction needs to be developed or conditions placed on the license, by sending a **Tribal Foster Care Notice of Summary of Investigation Substantiated** letter (selecting the appropriate action and reason) to the foster parents.
- C. If a child is in placement in the home and emergency removal is necessary to protect the health, safety, and well-being of the child, the TLA will take action as necessary by working together with the caseworker.

5.4 Plan of Correction

- A. A plan of correction includes:
 - 1. a description of which licensing standard(s) is not met;
 - 2. the plan for coming into compliance with the standards; and
 - 3. time lines for corrective action.
- B. The TLA will assist the foster parent in developing the plan and documenting it on the **Plan of Correction** form.
- C. The TLA will monitor the foster parent's follow-through with the action steps in the plan.

5.5 Appeal Process

Each Tribe/Tribal Agency that adopts these standards will establish a Tribal Appeals Committee which will provide for a fair hearing process. Appeals submitted by an applicant, foster parent, or child in placement will be reviewed by the Tribal Appeals Committee in accordance with the appeals procedures/fair hearing process approved by the Tribe/Tribal Agency.

CHAPTER 6: LICENSING RECORDS

6.1 Licensing Record

- A. The TLA will open a licensing record when an applicant submits an application or the TLA responds to a request for an application.
- B. The TLA will document all contacts and actions in the record.
- C. The TLA will close the record when:
 1. An individual who inquires about applying for a license does not express or show continuing interest in licensing and does not submit an application;
 2. An applicant withdraws the application and there is no indication of plans to re-apply;
 3. A foster home requests voluntary closure;
 4. A foster home license expires and no plans for renewal; or
 5. The TLA denies or terminates a license.

6.2 Record Contents

- A. The TLA will file all forms, documents, and correspondence related to the foster home / applicant in the record.
- B. The TLA's licensing records must contain:
 1. All forms completed by the applicant or the TLA and all documents submitted in regards to licensing the foster home, examples include, but are not limited to the following:
 - Application for Licensure
 - Authorization for Release of Information - In-State
 - Authorization for Release of Information - Out-of-State
 - Request for Criminal Justice Information (Department of Public Safety form)
 - Foster Family Characteristics Questionnaire
 - Parenting and Discipline Questionnaire
 - Foster Parent Reference Questionnaire
 - Health History
 - Medical Release of Information
 - Mental Health Release of Information
 - Home Safety Checklist
 - Fire Escape Plan

- Foster Home Disaster Plan
 - Foster Parent Provider Agreement
 - License
 - Foster Parent Training Requirements
 - Annual Self-Monitoring Report
2. If applicable, the TLA will also maintain the following forms:
 - Waiver Request
 - Variance Request
 - Summary of Investigation
 - Plan of Correction
 - Family Tree
 3. All correspondence, including printouts of e-mail messages; and
 4. The TLA's documentation of contacts and actions related to the foster home.

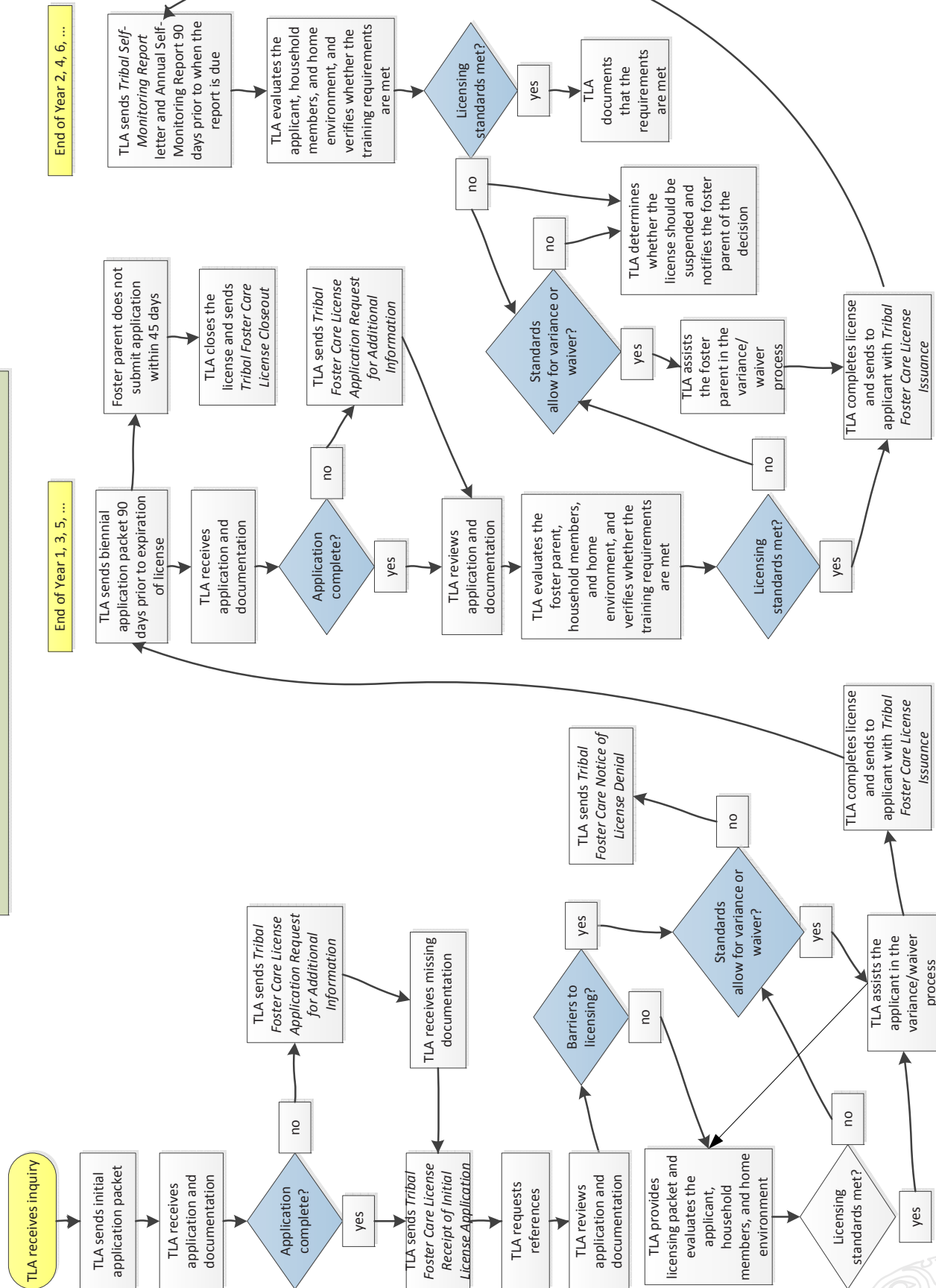
6.3 Disclosure and Retention of Records

The TLA will maintain confidentiality of and retain all licensing records, in accordance with Tribal, State and Federal laws.

Section III

Licensing Forms

Tribal Foster Care Licensing Process





APPLICATION FOR LICENSURE

You are asked to supply this data so that the Tribal Licensing Authority may evaluate your request for licensure. The information provided will not be shared outside the Tribal Licensing Authority without permission. You are under no legal obligation to supply this data; however, if you choose not to do so, the program will be unable to recommend licensure.

Action Type: ☐ New ☐ Renew ☐ Close ☐ Change (explain) _____

Date: _____

Applicant One

Last Name, First, Middle Initial	
Race (Check All that Apply): <input type="checkbox"/> Alaskan Native Tribe: _____ <input type="checkbox"/> Aleut <input type="checkbox"/> Athabaskan <input type="checkbox"/> Haida <input type="checkbox"/> Tlingit <input type="checkbox"/> Tsimshian <input type="checkbox"/> Yupik <input type="checkbox"/> Inupiaq <input type="checkbox"/> Alutiiq <input type="checkbox"/> American Indian Tribe: _____	<input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Other: _____
Home Phone	Work Phone
Cell Phone	E-mail Address

Applicant Two

Last Name, First, Middle Initial	
Race (Check All that Apply): <input type="checkbox"/> Alaskan Native Tribe: _____ <input type="checkbox"/> Aleut <input type="checkbox"/> Athabaskan <input type="checkbox"/> Haida <input type="checkbox"/> Tlingit <input type="checkbox"/> Tsimshian <input type="checkbox"/> Yupik <input type="checkbox"/> Inupiaq <input type="checkbox"/> Alutiiq <input type="checkbox"/> American Indian Tribe: _____	<input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White <input type="checkbox"/> Other: _____
Home Phone	Work Phone
Cell Phone	E-mail Address

Mailing Address	City/Village	State	Zip Code
Physical Address, if different from Mailing Address			
How many years and months have the applicant(s) lived at the current physical address:			
Applicant One: _____		Applicant Two: _____	
How many years and months have the applicant(s) lived in Alaska:			
Applicant One: _____		Applicant Two: _____	

PERSONS LIVING IN THE HOUSEHOLD (Include yourself, your children, and all individuals over age 16)

<u>Name</u>	<u>Birthdate</u>	<u>Driver's License #/State</u>	<u>Soc. Security #</u>	<u>Relationship</u>
-------------	------------------	---------------------------------	------------------------	---------------------

1.

2.

3.

4.

5.

6.

7.

Have the applicant(s) or any member of the household had any domestic violence or substance abuse problem or a serious physical or mental health problem that could endanger the health, well being, or safety of children?

No ☐ Yes ☐ If yes, explain:

FOSTER CARE:

Are you applying to be licensed in order to care for a specific child? _____

Please indicate the gender and age of child you would be willing to care for:

Boy ☐ Girl ☐ Both ☐

Age Range: 0-2 ☐ 3-5 ☐ 5-10 ☐ 10-15 ☐ 15-18 ☐ Any ☐

Number of children you would be able to care for: _____

Would you be willing to care for a child with special needs? Yes ☐ No ☐

Please indicate the length of time you are willing to provide foster care:

Emergency foster care up to one month ☐

Short-term care: 2-3 months ☐ 3-6 months ☐

Long-term care: 6-9 months ☐ 9-12 months ☐ longer than 12 months ☐

FINANCIAL SUPPORT

I/We support our family by participating in the following subsistence activities (check all that apply):

Hunt ☐ Fish ☐ Pick Berries ☐ Cut Firewood ☐ Other: _____

What is your primary source of cash income? (check all that apply)

Full-time Job ☐ Part-time Job ☐ Seasonal Job ☐ Employer: _____

If working, what child care arrangements do you have? _____

Are you receiving TANF/ATAP, SSI, or General Assistance? Yes ☐ No ☐ If yes, specify: _____

Other income: _____

About how much cash do you earn from all of the above activities in a year?

\$0-\$10,000 ☐ \$10,000-\$20,000 ☐ \$20,000-\$30,000 ☐ \$30,000-\$40,000 ☐ Over \$40,000 ☐

REFERENCES

Please list four people, three of whom are not related to you, that have known you for two years or more that may be contacted to talk about your application to become a licensed Tribal foster parent: List name, phone number, and Tribal Membership, if known.

Name	Mailing Address/Phone Number	Tribal Membership
1.		
2.		
3.		
4.		

APPLICANT CERTIFICATION AND SIGNATURE

I/We certify the following:

- Applicant(s) is 18 years of age or older.
- All information in this application is correct, and any information given at a later date will be true, complete, and accurate.
- I/We have the resources sufficient to meet the needs and ensure the stability and financial security of the family, independent of any foster care maintenance payment.
- I/We agree to attach explanation relating to whether either applicant ever operated or currently are operating a licensed/certified care facility or foster home for children or adults; and an explanation of any applicant being subject to suspension of a certified care facility or foster home license.
- I/We agree to inform the Tribal Licensing Authority of any changes in the physical or mailing addresses, phone numbers for any household members, including children residing in the home.

APPLICANT SIGNATURE	DATE	APPLICANT SIGNATURE	DATE
Copy of ID Attached: Yes or No		Copy of ID Attached: Yes or No	

Within 10 days of a request for home licensure, the Tribal Licensing Authority (TLA) shall advise the applicant of the information supporting material required to support the application.



**AUTHORIZATION FOR RELEASE OF INFORMATION -
IN STATE**

Worker: _____

Tribal Licensing Authority: _____

Instructions: Complete a separate form for ***EACH*** household member age 16 years and older in the home.

Last Name	First Name	Middle Name	Family Home Name	
Home Phone Number		Alternate Phone Number		
Address		City	State	Zip
Length of time in current residence _____Yrs _____Months		Date of Birth _____		
Length of time in Alaska _____Yrs _____Months		<input type="checkbox"/> Male <input type="checkbox"/> Female		
Please list your previous residence for the last five (5) years. Attach additional page(s) if necessary.				
From (MM/YY)	To (MM/YY)	City	State	Country
Aliases, Maiden Name, Previous Married Name(s)			Social Security #	

I authorize the OCS representative to review protective service and licensing records and to share this information with the Tribal Licensing Authority responsible for licensing the home. I certify that the contents of this form and information provided with it are true, accurate, and complete.

Household Member Signature

Date

Space below this line will be filled out by the Office of Children's Services

Has the individual been found to be the alleged perpetrator in a substantiated report of harm, or is there an open case or report of harm in which the individual is involved? NO ☐ YES ☐

Has the individual been licensed by OCS to care for children? NO ☐ YES ☐

Were there any negative licensing actions? NO ☐ YES ☐

Signature and title of person completing the OCS portion of this form:

Printed Name and Title

Signature

Date

FAX OR SCAN PAGE 1 ONLY TO OFFICE OF CHILDREN'S SERVICES

Have you been previously licensed to care for children or adults?

NO ☐ YES ☐ If yes, indicate city, state and type of care and dates of licensure:

Have you ever had a license to care for children or adults revoked or denied in Alaska or any other state?

NO ☐ YES ☐ If yes, attach an explanation

Have you or any household members at any time ever been investigated for child abuse or neglect?

NO ☐ YES ☐ If yes, attach an explanation.

Have you or any household members at any time ever have had an open child in need of aid case?

NO ☐ YES ☐ If yes, attach an explanation.

Have you been convicted of a crime or charged with a criminal offense listed as prohibited on the reverse of this form?

NO ☐ YES ☐ If yes, attach an explanation.

I certify that the contents of this form and information provided with it are true, accurate, and complete.

Household Member Signature _____

Date _____

(Tribal Licensing Authority Use Only)

Background Records Check

Worker Initials

Date

Protective Services History
Provided by OCS

No ☐ Yes ☐

Previous Licensing Review
Provided by OCS

No ☐ Yes ☐

Court View Checked

No ☐ Yes ☐

<http://www.courtrecords.alaska.gov>

Sex Offender Registry Checked

No ☐ Yes ☐

<http://www.dps.state.ak.us/Sorweb/Search.aspx>

Information about requesting a review of a substantiated finding of child abuse or neglect.

An individual who has been found to be the perpetrator in a substantiated report of harm and does not agree with that decision may submit a request to Office of Children's Services to have the finding heard through the Office of Administrative Hearings as provided for in AS 44.64.

Additional information about the process and the form used to request a review can be accessed on the OCS website at: http://www.hss.state.ak.us/ocs/Publications/pdf/complaint_appeal_procedure_forms.pdf or by contacting the Tribal Licensing Authority.

**AUTHORIZATION FOR RELEASE OF
INFORMATION FROM OUT OF STATE CHILD ABUSE AND
NEGLECT REGISTRY**



Last Name	First Name	Middle Name	Family Home Name
Home Phone Number		Alternate Phone Number	
Address		City	State Zip
Date of Birth _____		<input type="checkbox"/> Male <input type="checkbox"/> Female	

Please list your previous residence outside of Alaska for the last five (5) years.

From (MM/YY)	To (MM/YY)	City	State	Country
Aliases, Maiden Name, Previous Married Name(s)			Social Security #	

I authorize the licensing representative to review child protection records and share this information with the Tribal Licensing Authority responsible for licensing the home. I certify that the contents of this form and information provided with it are true, accurate, and complete.

Signature of Applicant/Household Member Date

Request for Information from Child Abuse and Neglect Registry

REQUEST FOR RECORDS BY:			
Last Name: _____		First Name: _____	
Title: _____			
Tribal Licensing Authority			
Mailing Address: _____			
Telephone #: _____		Fax #: _____	
E-Mail Address: _____			
Requested by (signature) _____		Date signed: _____	
REQUEST FOR RECORDS OF:			
Last Name: _____		First Name: _____	
OFFICE USE ONLY			
DATE RECEIVED	RECEIVED AT	DATE ACKNOWLEDGED	DATE RECORDS PROVIDED

The Tribal Licensing Authority will not allow unauthorized disclosure of Child Abuse and Neglect Registry information received from another state. The Tribal Licensing Authority will ensure that received information is not used for a purpose other than the conducting of background checks in foster and adoptive placement cases.

**STATE OF ALASKA
DEPARTMENT OF PUBLIC SAFETY
REQUEST FOR CRIMINAL JUSTICE INFORMATION
From the Alaska Criminal History Record Repository**

Original forms must be submitted to:

Criminal Records and Identification Bureau
5700 E. Tudor Road, Anchorage, AK 99507
Telephone: (907) 269-5767 Fax: (907) 269-5091 (RSAs only)
Include fee: \$20 single copy, \$5 each additional copy
Check or money order must be made payable to 'State of Alaska'

Type of information being requested (from other than the record subject): (Choose ONE)

- ☐ 1. Criminal Justice Information available to **ANY PERSON for ANY PURPOSE**
▪ This report includes current/open criminal charges and charges that resulted in conviction, excluding sealed records.
- ☐ 2. Criminal Justice Information available to an **INTERESTED PERSON**
▪ This report includes all criminal charges and dispositions, excluding sealed records
2.A. If you checked item 2, the requester must provide the following information:
I request this report for the purpose of determining whether to grant the record subject supervisory or disciplinary power over (check all that apply):
☐ Minor(s)
☐ Dependent adult(s)
Title or brief description of the position under consideration: _____
- ☐ 3. Criminal Justice Information needed for another purpose authorized by federal or state law.
Client Number: _____
If you check this box, you **must** provide the client number assigned by the DPS Records and Identification Bureau.
To obtain a client number, you must provide the applicable state or federal statute to this office for review and approval prior to submitting this request.

*A check or money order payable to the State of Alaska in the amount of \$20 **must** accompany this request. Additional copies, if requested at the time of this request, may be obtained for an additional \$5 per copy. State agencies with a Reimbursable Services Agreement (RSA) in place may fax the appropriate forms. All other requests must be submitted via U.S. Postal Service or in person.*

Subject Name: _____

Maiden/Alias name(s): _____

Mailing Address: _____

City/State/Zip: _____

Alaska Drivers License #: _____

Date of Birth: _____

Sex: ☐ -Male ☐ Female Soc Sec No. _____

Telephone: _____ Msg: _____

To be completed by the record subject: *"I authorize the release of my criminal justice information record, (described above) to the named requester."*

Signature of subject: _____

Date Signed: _____

Requester Name: _____

Title: _____

Business/Agency: _____

Mailing Address: _____

City/State/Zip: _____

Date of Birth: _____ Telephone: _____

Sex: ☐ -Male ☐ - Female Soc Sec No. _____

The requested record will be mailed to the above named individual at the listed address. If you would like the record faxed, check the box below:

☐ Fax Number: _____

Signature of requester: _____

Date Signed: _____

Unsworn Falsification Statement (Your request will not be processed if you do not sign this statement.)

I certify under penalty of unsworn falsification (AS 11.56.210) that the information I am supplying on and with this form is true and correct.

Record Subject's Signature _____

Date _____

Criminal Records and Identification Bureau Use Only

<input type="checkbox"/> Fee Payment Type _____
<input type="checkbox"/> Fee Waiver/Authorization _____
<input type="checkbox"/> OCA Number _____

<input type="checkbox"/> Report Sent to Subject _____
<input type="checkbox"/> Report Sent to Requester _____
<input type="checkbox"/> R&I Staff initials _____

Authority:

AS 11.56.210 - Unsworn Falsification

AS 12.62.160 – Release and Use of Criminal Justice Information; fees

AS 12.62.900 – Definitions

13 AAC 68 Article 4 – Dissemination of Criminal Justice Information

13 AAC 68.905 – Definitions

DPS Form 11/15/03

Revised 2/09/04

Revised 3/01/04

Revised 4/20/04

Revised 11/15/04

Revised 1/13/05

Revised 7//27/06

Foster Family Characteristics Questionnaire



Family Home Name: _____

In order to ensure that the families being licensed for Tribal foster care are able to provide a healthy environment for children and are in compliance with Alaska's Tribal Foster Care Standards we need the following information. A "yes" answer does not automatically disqualify a family; however more information may be needed.

	Yes	No
Has any household member under the age of 16, other than a foster child, been involved in an incident of assault, child battering, child abuse, child neglect or child molesting? If yes, give date and details.		
Have any of your children been in foster care, a correctional facility or in residential treatment for an emotional disturbance? If yes, give date and details.		

Education:

Highest Grade Completed: (through high school) _____

College Education:

College Degree ☐ Yes ☐ No

Specialty Training Completed: _____

Certificate ☐ Yes ☐ No If yes, when completed? _____

Other training: _____

Skill learned: _____

Employment History (past 10 years):

October 2013

Page 1 of 5

Family Background:

1. Please describe your family's traditions.
2. Does your family hunt/fish/gather traditional foods? Describe.
3. What are your hobbies and interests – as individual?
4. What are your hobbies and interests – as a family?
5. Describe the people who raised you and what values you learned from them. What values are still important to you?

6. Do you have a close relationship with your family, including extended family?
 - a. How do you rely on them today?
7. Are you raising your children the same way you were raised?
 - a. If different, how?
8. If you have children, please describe them. (ages, personalities, favorite activities, etc.) (use additional space on the back if needed)
9. Have you experienced any separation or loss?
 - a. If so, how did you deal with it or how would you deal with separation or loss?

10. Describe your family's daily routine.

11. Describe household member's chores on a daily/weekly basis.

12. Describe your family's religious/spiritual affiliation and related activities.

13. Have you talked to your children about having a foster child in your home?
a. What do they say/feel about having other children in your home?

14. Describe how you teach your children responsibility.

15. Describe how you will support your foster child's religious, ethnic and cultural heritage.

16. Describe how you will provide for your foster child's participation in their own religious or cultural events.

17. If you plan to accept a child with significant medical needs, how will you ensure licensed medical personnel are available to perform the prescribed services?

Printed Name

Printed Name

Signature

Signature

Date

Date

Parenting and Discipline Questionnaire



Family Home Name: _____

		Yes	No	Maybe
1	Can our home meet the needs of another child(ren) without disrupting current family dynamics?			
2	Can our children welcome another child into the family?			
3	Can we try to take the foster child in just as he is, without trying to change him immediately?			
4	Can we care about another child that is not our own?			
5	Can we be honest and say that a foster child who is discussed with us will not fit into our home, if that is the way we feel?			
6	Can we combine firmness and kindness?			
7	Can you be fair with discipline with all children in your home?			
8	Can we work with the caseworker on behalf of a foster child?			
9	Can we observe the foster child and let the caseworker know how the child is reacting to change?			
10	Can we approach the case worker to discuss problems?			
11	Can we share information with the caseworker?			
12	Can we ask for help from the caseworker?			
13	Can your family respect the confidential information the caseworker gives us about the foster child?			
14	Can we communicate any behaviors that may be observed during the "honeymoon" period to the caseworker?			
15	Can we try to understand what separation might mean to a foster child?			
16	Can we work with the case worker to try to understand problems the foster child may have?			
17	Can we handle difficulties that might arise between a foster child and our own children?			
18	Can we respect the foster child's good and bad feelings for his own family?			
19	Can we be courteous and friendly toward foster child's parent(s) without judging them for their problems/issues?			
20	Can we listen to bad experiences without condemning the foster child or parents who had them?			
21	Can we develop a positive rapport with children that we just met?			

		Yes	No	Maybe
22	Does our family have humor?			
23	Do we have patience?			
24	Can we become angry/upset with children and still not make them feel unwanted?			
25	Can we love a child, help him grow up, and then let him go?			
26	Can we make mistakes and learn from them?			

If you've answered **No** or **Maybe** to any of the above questions, please explain:

27. What do you think are some of the most important things parents should do in raising their children?

28. How will you ensure that a foster child is adequately supervised and cared for should you go on a trip?

29. Who will take care of the foster children if you travel out of the area?

30. If you will be caring for relative children, please indicate your relationship to that child. Indicate if the relationship is maternal or paternal.

Printed Name

Printed Name

Signature

Signature

Date

Date

Foster Parent Reference Questionnaire



Name of Applicant(s):	
Name of Reference:	
1. How long have you known the applicant(s)?	2. What is your relationship to the applicant(s)? (work, church, socially, neighbor, relative, etc.)
3. Please describe how the applicant(s) get along with others (i.e., spouse, family, friends, neighbors, etc.).	
4. Please comment on each applicant's ability to show patience, tolerance, and acceptance of children.	
5. Please tell us about each applicant's ability to show good judgment when working with children, and how they relate to children.	

6. Please describe the style of parenting of **each** applicant.

7. Please describe how **each** applicant disciplines children.

8. Please describe how you think a child placed with the applicant(s) would be welcomed and accepted by their children, friends and relatives.

9. If you needed someone to care for your child, how would you feel about leaving your child in the applicants' care?

10. Please comment on **each** applicant's ability to work with a child who may behave poorly or negatively toward him or her.

11. Please comment if you know of any physical, psychological, or behavioral problems (including anxiety and temper) **that might interfere with the applicants' ability to be successful foster parents.** (Please consider the use of alcohol, drugs, time, money, or other things you think are important.)

12. Please comment if you know of any history of domestic violence of the applicant(s), or if there is any member of the household who may be emotionally, physically, or sexually abusive.

13. Please comment if there is anything or any person in the home that you would consider dangerous or unhealthy for the child.

14. Do you have any comments regarding the **applicant's own children (i.e. behaviors, special needs, ability to share their parent's time, etc.)** that would affect the applicant's ability to provide foster care?

15. Is there anything else you feel we should consider in making a decision to place a child(ren) with this applicant(s)?

To the best of your knowledge rate the parents in the following areas specific to family interactions, parenting skills and family stability. Please circle the number that best describes each situation.

Specific Areas, Skills, & Abilities		Poor	Fair	Average	Good	N/A
A	Marital Relationship	1	2	3	4	
B	Mother/Child Relationship	1	2	3	4	
C	Father/Child Relationship	1	2	3	4	
D	Communication	1	2	3	4	
E	Community Involvement	1	2	3	4	
F	Ability to Hold Child Responsible for Behaviors	1	2	3	4	
G	Ability to Set Realistic Rules	1	2	3	4	
H	Ability to Listen	1	2	3	4	
I	Flexibility	1	2	3	4	
J	Ability to Accept Constructive Criticism	1	2	3	4	
K	Ability to Give Constructive Criticism	1	2	3	4	
L	Ability in Handling Criticism	1	2	3	4	
M	Ability in Handling a Crisis	1	2	3	4	
N	Ability in Handling Stress	1	2	3	4	

Reference Signature

Date

Daytime Telephone Number

E-Mail Address

Signature of Interviewer, if telephonic reference

Date

Health History



This form is to be completed by each member of the household sixteen years and older. For household members under the age of sixteen the form shall be filled out by the child's parent or guardian. This information will be used for the sole purpose of foster care.

Full Name: _____

Date of Birth: _____

1. Do you have any physical limitations that may impact your ability to parent a child with special needs?
If yes, please explain: ☐ Yes ☐ No

2. Do you have difficulty walking or lifting?
If yes, please explain: ☐ Yes ☐ No

3. Is your hearing, speech, or vision impaired?
If yes, please explain: ☐ Yes ☐ No

4. Are you currently in treatment for a physical condition?
If yes, please explain and give name, address, and phone number of physician or practitioner: ☐ Yes ☐ No

5. Do you have any communicable diseases? ☐ Yes ☐ No
If yes, please explain:

6. Are any household members currently in counseling? ☐ Yes ☐ No
If yes, please explain and give name, address, and phone number of counselor:

7. Have you currently or in the past been treated for any mental illness? ☐ Yes ☐ No
If yes, please explain and provide dates of treatment:

8. Have any medications been prescribed during the past five years for ongoing medical and/or psychological conditions? ☐ Yes ☐ No
If yes, please describe:

9. Are you currently taking any prescription or "over the counter" medications? ☐ Yes ☐ No
If yes, please list:

10. Do you drink alcohol? ☐ Yes ☐ No
If yes, please list frequency and amounts consumed:

11. Have you ever had treatment for alcohol abuse? ☐ Yes ☐ No
If yes, when? Where? Type?

12. Do you use tobacco?
If yes, for how long, what kind, and how much?

☐ Yes ☐ No

13. Do you smoke indoors?

☐ Yes ☐ No

14. Have you used any illegal drugs within the last 5 years?
If yes, please explain, including date of last use:

☐ Yes ☐ No

15. Have you ever had treatment for use of illegal drugs?
If yes, when? Where? Type?

☐ Yes ☐ No

I understand the Tribal Licensing Authority may require a statement from a physician/practitioner verifying that no household member suffers from a communicable disease, specific illness, or a disability which may interfere with the family's capability to care for children in foster care.

Signature of Individual Completing Form

Date

Printed Name of Individual Completing Form

MEDICAL RELEASE OF INFORMATION

(to be completed by applicant/household member)



I, _____, hereby give my permission to

(Name, address, and phone number of the medical provider)

to give the Tribal Licensing Authority (TLA) complete information concerning my physical examination and medical history. The purpose of the release of this information is to assess my foster care application.

I hereby authorize the use or disclosure of my health care information as described above. I understand that this authorization is voluntary. I understand that my records *may* contain sensitive information. I understand that I may revoke this authorization at any time by notifying the individual(s) or organization releasing this information in writing, but if I do, it will not have any affect on actions taken on this authorization before my revocation was received. I understand that the individual(s) or organization releasing this information will not release any information regarding my treatment, payment, enrollment in a health plan (if applicable) or eligibility for benefits on whether I provide this authorization. I understand that if the person(s) or organization authorized to receive this information is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations. To the extent that this information is required to remain confidential by federal law, the recipient of this information must continue to keep this information confidential. I understand that I may request a copy of this signed authorization.

This authorization expires on the following date or event (valid for up to one year): _____

Printed Name _____

Signature _____

Date _____

Date of Birth: _____

Address: _____

MEDICAL HEALTH INFORMATION

This form is to be completed for persons applying to be a foster family. This information will be used for the sole purpose of foster care.

To be completed by the Health Care Professional (MD, DO, Nurse Practitioner, or Physician's Assistant)

I. Name and Title of Practitioner: _____

Business Name: _____

Telephone: _____

II. Name of Patient: _____

How long has this patient been under your care? _____ Date of last medical exam: _____

TB Test: Date: _____ Results: _____

Allergies: _____

III. Physical Examination

Please check and explain any positive findings and associated treatment and prognosis:

- | | | |
|--------------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> | Cardiovascular | MI, Hypertension, Angina, Valvular problems, CHF, Blood clots, Arrhythmias, other: _____
_____ |
| <input type="checkbox"/> | Neurological | Stroke, Epilepsy, History of head or spinal cord injury or abnormality, other: _____
_____ |
| <input type="checkbox"/> | Hematological | Anemia, Sickle Cell Disease, Hemophilia, Leukemia, Hodgkin, Lymphoma, Immunologic Carcinomas, Hepatitis, other: _____
_____ |
| <input type="checkbox"/> | Ear, Nose, and Throat | Vision, Hearing, Speech Disorders, other: _____
_____ |
| <input type="checkbox"/> | Endocrine | Diabetes, Thyroid, Adrenal, other: _____
_____ |
| <input type="checkbox"/> | Musculoskeletal | Arthritis, Lupus, Bursitis, Scoliosis, Disc Problems, Spinal or Joint injuries, other: _____
_____ |
| <input type="checkbox"/> | Neuromuscular or Muscular | Cerebral Palsy, Multiple Sclerosis, Muscular Dystrophy, other: _____
_____ |
| <input type="checkbox"/> | Psychiatric/Emotional Disorders | DSM IV diagnosis or history of anxiety, panic attacks, depression, other: _____
_____ |
| <input type="checkbox"/> | Other pertinent findings: | _____
_____ |

IV. Patient's History

1. List any medications that you are currently prescribing for this patient and conditions for which prescribed.
2. List any major injuries, surgeries, or hospitalizations that have occurred within the past 5 years.
3. Please explain how this patient's ability to parent child(ren) with special behavioral, emotional, and physical needs could be impacted by the patient's diagnosis, medication, and treatment plan.

Name and Title of Medical Provider (print)

Phone

Signature

Date

Please return the completed form to:

TLA Representative: _____

Office Name: _____

Address: _____

b. What is the prognosis?

c. Is the patient currently taking medications for this condition(s)? ☐ Yes ☐ No

d. Please list medications that have been prescribed for this patient in the past five years.

e. Is there a current treatment plan in place? ☐ Yes ☐ No
If yes, please outline plan.

f. Do you have recommendations for any further services to this client or family?

g. Please explain how this patient's ability to parent child(ren) with special behavioral, emotional, and physical needs could be impacted by the patient's diagnosis, medication, and treatment plan.

h. Children placed in foster care have special behavioral, emotional, and physical care needs and challenging behaviors. These may include developmental disability, emotional disturbance, enuresis, hyperactivity, aggressive/assaultive behavior, tantrums, sexualized behavior, cruelty to animals, destructiveness, etc. How would this patient tolerate the personal and family stress, which may result from placement of such a child? Please explain:

Name and Title of Provider (print)

Phone

Signature

Date

Please return the completed form in the enclosed envelope to:

TLA Representative: _____

Office Name: _____

Address _____

MENTAL HEALTH RELEASE OF INFORMATION *(to be completed by applicant/ household member)*



I, _____, hereby give my permission to

(Name, address, and phone number of the mental health provider)

to give the Tribal Licensing Authority (TLA) complete information concerning my mental health. The purpose of the release of this information is to assess my foster care application.

I hereby authorize the use or disclosure of my mental health information as described above. I understand that this authorization is voluntary. I understand that my records *may* contain sensitive information. I understand that I may revoke this authorization at any time by notifying the individual(s) or organization releasing this information in writing, but if I do, it will not have any effect on actions taken on this authorization before my revocation was received. I understand that the individual(s) or organization releasing this information will not release any information regarding my treatment, payment, enrollment in a health plan (if applicable) or eligibility for benefits on whether I provide this authorization. I understand that if the person(s) or organization authorized to receive this information is not a health plan or health care provider, the released information may no longer be protected by federal privacy regulations. To the extent that this information is required to remain confidential by federal law, the recipient of this information must continue to keep this information confidential. I understand that I may request a copy of this signed authorization.

This authorization expires on the following date or event (valid for up to one year): _____

Printed Name _____ Signature _____ Date _____

Date of Birth: _____ Address: _____

MENTAL HEALTH INFORMATION

This form is to be completed for persons applying to be a foster family. This information will be used for the sole purpose of foster care.

To be completed by the Mental Health Professional (Psychiatrist, Clinician, Counselors or other Provider)

I. Name and Title of Practitioner: _____

Business Name: _____

Telephone: _____

II. What is the patient's diagnosis? _____

How long has this patient been under your care? _____

a. Has this diagnosis changed in the past five years?

- b. What is the prognosis?
- c. Is the patient currently taking medications for this condition(s)? ☐ Yes ☐ No
- d. Please list medications that have been prescribed for this patient in the past five years.
- e. Is there a current treatment plan in place? ☐ Yes ☐ No
If yes, please outline plan.
- f. Do you have recommendations for any further services to this client or family?
- g. **Please explain how this patient's ability to parent child(ren) with special behavioral, emotional, and physical needs could be impacted by the patient's diagnosis, medication, and treatment plan.**
- h. Children placed in foster care have special behavioral, emotional, and physical care needs and challenging behaviors. These may include developmental disability, emotional disturbance, enuresis, hyperactivity, aggressive/assaultive behavior, tantrums, sexualized behavior, cruelty to animals, destructiveness, etc. How would this patient tolerate the personal and family stress, which may result from placement of such a child? Please explain:

Name and Title of Provider (print)

Phone

Signature

Date

Please return the completed form in the enclosed envelope to:

TLA Representative: _____

Office Name: _____

Address _____

Home Safety Checklist



- ☐ Initial (Prelicensing)
- ☐ Annual Evaluation
- ☐ Modification

Foster Home Name: _____

Phone Number: _____

Address: (Street, City, Zip) _____

Initial License Issue Date (if applicable): _____

EMERGENCY PROCEDURES

- | | |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 1. The emergency contacts numbers are posted near the phone. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 2. The foster parent has made emergency plans with their family, including foster children. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 3. The family has a fire escape plan (this plan includes the floor plan of the home as well as an indication of where the family will gather in an emergency situation, it shall be posted in an accessible location). |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 4. The foster parent will ensure that any foster child is familiar with the fire escape route. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 5. First aid supplies are available and maintained. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 6. An operating telephone or CB/VHF is located within the residence. |

MEANS OF ESCAPE

- | | |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 1. Exit doors and other means of escape are not obstructed by attached screens, plastic, ice, snow and/or debris. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 2. Windows can be easily opened from the inside and are not obstructed by nailed-on screens, plastic, or other obstructions. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 3. The foster parent has given the Tribal Licensing Authority a fire escape plan. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 4. There are at least two means of exiting the home. |

FOSTER HOME

- | | |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 1. Each floor of the home has at least 1 smoke detector/carbon monoxide detector (maintained in proper operating condition). |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 2. Every room in which a foster child sleeps has a working smoke alarm. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 3. The foster home is adequately ventilated, heated, safe and comfortable. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 4. The foster home and outside play area(s) are clean, reasonably neat, and free from hazards that jeopardize health. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 5. The following items are out of a foster child's reach or locked up:
<input type="checkbox"/> Cleaning supplies <input type="checkbox"/> guns, <input type="checkbox"/> knives, <input type="checkbox"/> chemicals/toxic substances,
<input type="checkbox"/> medication/drugs, <input type="checkbox"/> matches, lighters and other flammable items. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 6. Weapons and ammunition are stored separately in locked areas. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 7. Combustible and flammable materials are not stored in water heater rooms, furnace sources (stoves) and are stored in a safe place. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 8. Stairways are equipped with safety features in accordance with local community standards. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 9. The foster home has one class 2-A-10BC rated fire extinguisher or demonstrates there is a system in place to extinguish fires that is satisfactory to the TLA. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 10. The foster home has continuous supply of safe, clean drinking water. Private water sources and septic tank systems are safe and operable. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 11. The foster home has an adequate system for disposing of human waste that is sanitary and in accordance with the standards of the local community. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 12. The foster home has an adequate supply of hot water for bathing and dishwashing. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 13. Toys and objects (including high chairs) are safe, durable, non-toxic, and easy to clean. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 14. Diaper changing and /or toileting will not be done in food preparation areas. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 15. Food is obtained, handled, and properly stored to prevent contamination, spoilage, or a threat to health. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 16. Any major construction or repairs to the foster home has been reported to the TLA. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 17. Pets in the foster home have current rabies shots. List animals in foster home:

_____. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 18. Do any of the pets in the foster home have a history of aggressive behavior of biting? If yes, explain.

_____. |

FOSTER CHILD'S NEEDS

- | | |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 1. Each individual foster child has clean towels and clothes. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 2. The foster home has resources to enable personal hygiene and grooming for the foster child. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 3. There is adequate storage space for each foster child's personal belongings. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 4. The foster home has clean, sanitary, and adequate bedding for each child. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 5. Sleeping areas are safe and have adequate space, in accordance with the standards of the local community. |

HEATING/COOKING EQUIPMENT

- | | |
|----------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 1. Kitchen cooking areas are clean and free of grease accumulations. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 2. Food and cooking utensils are stored to protect them from dust, vermin, and leakage from pipes or other contamination. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 3. Food is stored at a temperature that prevents spoilage and bacterial growth. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 4. Appliances regularly used in the storage and preparation of food are safe and in good working order. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 5. Fireplaces are equipped with a sturdy metal fire screen or heat tempered glass doors. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 6. Wood burning appliances are maintained the proper distance from combustibles. |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 7. Furnaces are checked regularly and maintained in good working condition. |

REMARKS/COMMENTS. PLEASE EXPLAIN ALL "NO" ANSWERS: _____

Through completion of this checklist, as the Tribal Licensing Authority representative I hereby certify that the above information is true to the best of my knowledge.

Printed Name of Licensing Worker

Date

Signature of Licensing Worker

Date

Fire Escape Plan



Family Home Name: _____

GET OUT ALIVE! A FIRE ESCAPE PLANNER

This is your fire escape planner. If a fire starts, smoke and heat can kill you unless you plan in advance to escape quickly. You may have only a few minutes to reach safety. Everyone needs to know how to get out so they can act quickly and without panic.

Your fire safety plan requires:

- Smoke detector on each level of your home **and in each foster child's room**
- Fire extinguisher on each level of your home
- Escape routes marked on the floor plan
- Specified meeting place outside your home
- Plan to evacuate everyone in 2 ½ minutes, **including children who can't get out by themselves**
- Practice your escape plan monthly. Practice at different times of the day and using alternate exits

Floor Plan:

The next page is a gridline for you to draw a floor plan of your whole house (drawing does not need to be to scale).

Show two exits from every room.

Write down the outside meeting place.

Exit Procedures:

Sleep with bedroom doors closed. They will hold back deadly smoke.

Teach everyone to recognize the sound of your smoke alarms.

Test doors before opening them- if hot, use your alternate escape; if cool, brace your shoulder against the door and open it cautiously. Be ready to slam it if smoke or heat rushes in.

Crawl low under smoke.

If your clothes catch on fire: STOP, DROP AND ROLL!

Get out fast!

Choose a specific meeting place so you can see that everyone is out of the house.

Don't go back inside once you are out!

Call the fire department from a **neighbor's house**.

This image shows a full page of blank graph paper. The grid consists of small, equal-sized squares formed by thin black lines. There are no margins, text, or other markings on the page.

Foster Home Disaster Plan



Family Home Name: _____

Instructions: Create a disaster plan for the family just in case of emergency or in the event that the family needs to leave their home due to a natural disaster or catastrophic event. This form is completed by the family during the initial licensing process and at each renewal.

If my family needed to evacuate our home, we would relocate to:

First choice:

Name:	Home Phone Number:
Address:	Cell Phone Number:
City, State Zip Code	E-Mail Address:

Second choice:

Name:	Home Phone Number:
Address:	Cell Phone Number:
City, State Zip Code	E-Mail Address:

Other means of contacting our family:

Name:	Cell/Phone Number:	E-Mail Address:
Name:	Cell/Phone Number:	E-Mail Address:
Name:	Cell/Phone Number:	E-Mail Address:

Contact Person: (Contact information for the person with whom we would be in touch with in case of an emergency, and who the Tribal Licensing Authority (TLA) contact would be, if necessary)

Name:	Home Phone Number:
Address:	Cell Phone Number:
City, State Zip Code	E-Mail Address:

I understand that:

- There are critical items that I am urged to take along when evacuating. These include:

☐ Agency Contact information

☐ Children's Medical Information

☐ Children's Educational records

☐ Identifying Information for child – including citizenship information

☐ Court Order giving the agency custody of any children in the home at the time of the event

- In an emergency, we are required to check in with the TLA.
- Should any information included in this plan change, we are to update the form within 14 days of the change and provide the TLA with the update.

Printed Name

Printed Name

Signature

Signature

Date

Date

Foster Parent Provider Agreement



Each foster parent must understand and follow these policies:

1. Home visits will be conducted by a child's case worker for the purpose of foster care planning, placement, and supervision.
2. Treat the children placed in your care as members of your family.
3. Acknowledge the child's ties with family, friends, neighbors, and tribal community.
4. Recognize, encourage, respect, and support the religious/spiritual beliefs, ethnicity, cultural heritage, and language of a child's family.
5. Acknowledge the importance of the visitation between the child and his/her own parents, and when necessary, be willing to adjust family plans to accommodate it.
6. Acknowledge the meaning of separation for a child and the difficult task of adjusting to a new and different environment.
7. Make every effort to accept certain behaviors of the child and realize it may be a result of separation and grief.
8. Report to the TLA if there are any changes in addresses, phone numbers, or household members, including children residing in the home.
9. Report to the child's case worker any serious family illnesses or any accidents involving the children placed in your care.
10. Report to the TLA and the child's case worker any problems that occur in your home that could affect the health, well being, or safety of children placed in your care.
11. Corporal punishment is prohibited. Constructive methods of discipline shall be used.
12. Your home must be free of substance abuse, violence, and criminal activity.
13. Your home must be smoke free.
14. Consult with the child's case worker and obtain a written consent before taking children out of state.
15. Consult with the child's case worker before having someone care for the child for a period exceeding 48 hours.

16. Recognize the case worker has the responsibility for making and carrying out the case plan for the child, which may include but not be restricted to- adoption, transfer to another home, or return to parents or other relatives.
17. Understand it is your responsibility to support the goal of the case plan of each child in your care.
18. Provide the child's case worker with sufficient time (14 days if possible) for making an adequate plan if removal of the child is desired.
19. Assure that information about the child and his/her family is kept confidential and is discussed only with the child's case worker and/or TLA.
20. Provide the case worker with reports as appropriate pertaining to the child's education, medical, dental, counseling, and behaviors.

I/We _____, have read and understand our roles, and agree to carry out our responsibilities. I/We understand if any of the actions in this agreement are violated by anyone in the home, the child(ren) placed in the home may be removed.

Printed Name

Printed Name

Signature

Signature

Date

Date

Tribal Licensing Authority (TLA)

TLA Printed Name

TLA Signature

Date

TRIBAL FOSTER CARE HOME

Name of Tribe/Tribal Organization
Tribal Licensing Authority

Certifies

Name of Recipient

Address

City, State Zip

Phone #

Qualifies to be a Tribally Licensed Foster Parent for the period of _____ years

This Certificate is valid for this address only. The Tribal Licensing Authority reserves the right to make changes as necessary to maintain licensing standards and in order to provide safe homes for children.

Effective Dates: _____ through _____

Special Conditions (if applicable) _____

Tribal Licensing Authority Signature

Date

Foster Parent Training Requirements



The Tribal Licensing Authority will require foster parent(s) to complete training each year in order to meet the needs of the children placed in your care.

1. For a one parent foster home a minimum of 10 hours is required annually.
2. For a two parent foster home a minimum of 10 hours is required and may be shared between the two foster parents. Each parent shall complete a minimum of 5 hours of training annually.

Within the first year of licensure the Tribal Licensing Authority shall require at least one parent in the home to possess a current Infant/Child Cardio Pulmonary Resuscitation (CPR) Certification.

The foster parent may access training opportunities through the Alaska Center for Resource Families (ACRF) or other Tribal Licensing Authority approved resources. Please reference the link to ACRF for in person and self study training opportunities: acrf@nwresource.org or by phone at 1-800-478-7307.

Date	Course Name	# of Hours	Documentation	Worker's Initials

I/We agree to submit the above information to the Tribal Licensing Authority upon the completion of each course.

Printed Name

Printed Name

Signature

Signature

Date

Date

Waiver Request



Waivers are for relative foster parents for non-safety standards only and will not be approved for criminal background checks.

Applicant Name: _____ Phone: _____

Mailing Address: _____

List the Alaska Tribal Foster Care Standards that are not met for this relative home, and a description of why a waiver allowing exceptions to the Standards for this home is being requested. Please describe how this waiver will not impact the quality of care of the children to be placed in the home.

Signature: _____ Date: _____
(relative foster parent applicant)

FACTORS (information that will assist in evaluating this request):

Ages of Children in Care: _____

Own Children Ages: _____

Total Number of Children: _____

Teen/Adult Assistants: _____

Emergency Backup Plan: _____

Equipment/Supplies/Beds: _____

Prior Waivers or Variances/Pending Complaints: _____

Staff Comments/Recommendations:

Worker: _____ Agency: _____ Date: _____

☐ Approved ☐ Denied Comments or Special Provisions:

Signature: _____ Date: _____

Printed Name of Tribal Licensing Authority: _____

Variance Request



Variances are for non-safety standards only and will not be approved for criminal background checks.

Applicant Name: _____ Phone: _____

Mailing Address: _____

List the Alaska Tribal Foster Care Standards that are not met for this home, the alternative plan to meet the standards, and how the alternative plan will protect the health, safety, and well being of children placed in the home:

Signature: _____ Date: _____

FACTORS (information that will assist in evaluating this request):

Ages of Children in Care: _____

Own Children Ages: _____

Total Number of Children: _____

Teen/Adult Assistants: _____

Emergency Backup Plan: _____

Equipment/Supplies/Beds: _____

Prior Variances/Pending Complaints: _____

Staff Comments/Recommendations:

Worker: _____ Agency: _____ Date: _____

☐ Approved ☐ Denied Comments or Special Provisions:

Signature: _____ Date: _____

Printed Name of Tribal Licensing Authority: _____

ANNUAL SELF-MONITORING REPORT- “Our View of Ourselves and Others” TRIBAL FOSTER HOME



Foster Home Name: _____

Phone Number: _____

Address: (Street, City, Zip) _____

Date form is due: _____ (To be completed by Tribal Licensing Authority)
(45 days before expiration of license)

Thank you for helping out Alaska’s children by being a Tribal foster parent! Please complete this form one year after the issue of your Biennial license and return by the due date above. If you mark ‘NO’ to any question, please explain in the “Comments” section. Write “n/a” if a question does not apply.

Household Members (Include yourself, your own children, including those living in the household part-time. Also list any other adults in the home, but do not include foster children.)

Name	Relationship	Birth Date	Age	Driver’s License #
1.				
2.				
3.				
4				
5.				

Use a separate page for additional people

Changes:

Please describe any changes over the past year and any anticipated changes in the upcoming year that could impact the care you provide. Attach supporting documentation (i.e., floor plans, specialized training, etc.).

WELCOMING AND CARING FOR A FOSTER CHILD

{ } Yes { } No 1. Did you have a child in placement during the past year?

If a child was placed with you:

{ } Yes { } No 2. Was a form allowing you to consent to emergency medical procedures for your foster child included in the placement packet?

{ } Yes { } No 3. Were the child's health records provided in the placement packet?

{ } Yes { } No 4. Did you receive timely Medicaid coupons for your foster child?

{ } Yes { } No 5. Were clothing and personal possessions provided when the child was placed with you?

{ } Yes { } No 6. Were you able to arrange for your foster child to receive medical/dental exams?

{ } Yes { } No 7. If it was requested, were you able to acquire an Early Periodic Screening, Diagnostic & Treatment Services (EPSDT) screening for your foster child?

{ } Yes { } No 8. Were you able to report all serious injuries/illnesses of your foster child during the past year to their case worker?

{ } Yes { } No 9. Was all prescription medication given only in accordance with a physician's prescription or authorization?

{ } Yes { } No 10. Were you able to maintain records of your foster child's physical and mental health care?

{ } Yes { } No 11. Were you able to update and maintain your foster child's education records?

{ } Yes { } No 12. Did you keep your foster child's records and information confidential?

If a child left your home:

{ } Yes { } No 13. Was your foster child's clothing and personal possessions that they arrived with or acquired in your care, sent with them?

{ } Yes { } No 14. Was your foster child's records provided to their case worker?

{ } Yes { } No 15. Were you able to return the records to the case worker within ten days?

HOME ENVIRONMENT, HEALTH AND SAFETY

- | | |
|----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 1. Do you have a current written disaster plan? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 2. Is there a smoke detector in working order located in each bedroom? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 3. Is there a carbon monoxide detector in working order on each level of your home? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 4. Is there a fire extinguisher(s) on each level of your home? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 5. Is there a first aid kit readily available in your home? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 6. Is the home's first aid kit in a location that is easily accessible to adults? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 7. Is your home well heated and ventilated? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 8. Does your home have an adequate system for disposing of human waste that is sanitary, in accordance with the standards of the local community? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 9. Does your home have an adequate supply of hot water for bathing and dish washing? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 10. Is your home and yard clean and free of hazards to the health and physical well being of the family? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 11. Are cleaners, medicines, and other harmful substances inaccessible to children? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 12. Are your home's stairways equipped with safety features (handrails, etc.)? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 13. Does your household have a continuous supply of safe, clean drinking water? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 14. Is each child's bedding kept in sanitary condition and does it provide warmth and comfort to the child? (Only answer this question if a child was placed in your care during the past year.) |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 15. Are children protected from 2nd hand smoke? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 16. Is an adult designated who is available to assist in case of an emergency? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 17. Are ammunition and unloaded and operable firearms stored in separate locked places? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 18. Are emergency telephone numbers, including the number for poison control kept near your telephone and/or VHF, CB, etc? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 19. Are prescriptions kept in original container and discarded if unused? |
| <input type="checkbox"/> Yes <input type="checkbox"/> No | 20. Is your diagramed fire escape plan posted in your home? |

{ }Yes { }No

21. Was the fire escape plan reviewed periodically with your foster child? (Only answer this question if a child was placed in your care during the past year.)

REPORTS

{ }Yes { }No

1. Within one week of any change (or sooner if known) were you able to report all changes in status, including employment, names and number of children/adults in the home, and address/telephone number changes?

{ }Yes { }No

2. Is at least one foster parent certified in Infant/Child Cardio Pulmonary Resuscitation (CPR)?

{ }Yes { }No

3. Have you completed your annual training hours? Please attach documentation of hours completed during the past year.

{ }Yes { }No

4. Were you able to report all completed training hours to the Tribal Licensing Authority?

{ }Yes { }No

5. Is your Tribal foster home license available on request?

{ }Yes { }No

6. Were you able to inform the Tribal Licensing Authority if any member of your household developed a serious communicable disease or other health condition?

CARE AND DEVELOPMENT OF THE CHILD (please use back of sheet if needed)

1. Please give examples of activities that you do with your own children and/or children placed in your home.

2. Do you have a variety of games, toys, and materials, which are easily accessible?
a. Please give examples

-
3. Do foster children have chores appropriate to their age? Please give examples.
 4. Please describe how you have worked with the child's birth family over the past year.
 5. If there have been problems working with the child's birth family, have you notified the child's case worker? If yes, please describe problems.
 6. How do you encourage the religious, ethnic and cultural heritage of your foster child?
 7. How do you monitor your foster child's money earned, received as gift, allowance, or other sources?

ADDITIONAL INFORMATION

Please add any other information you feel is important.

I hereby certify that the above information is true to the best of my knowledge.

Printed Name

Printed Name

Signature

Signature

Date

Date

Reviewed by:

Signature of Tribal Licensing Authority
Representative

TLA home visit date

Summary of Investigation



This summarizes the investigation based on a complaint or concern received on _____ by the Tribal Licensing Authority regarding _____. (enter name of foster parent). This investigation was conducted by _____ (TLA).

1. BACKGROUND INFORMATION

According to the Alaska Tribal Foster Care Standards and Procedures, the Tribal Licensing Authority is responsible for licensing tribal foster homes. This summarizes the investigation based the complaint or concern received by the TLA on date indicated above. The foster parent may submit a written response to this summary.

2. INVESTIGATION

A. Summary of Complaint/Concern:

B. Summary of Investigation and Findings:

- a. Licensing History:
- b. Summary of Interviews (date/person/time):
- c. Decision/Findings (Substantiated/Unsubstantiated):
- d. Based on the findings, the TLA has reasonable cause to believe that the foster parent did not comply with the following Alaska Tribal Foster Care Standards and Procedures and therefore may be a risk to health, safety and welfare of the children placed in the home.
 - 1. Name Standard/Procedure. As evidenced by
 - 2. Name Standard/Procedure. As evidenced by
 - 3. Name Standard/Procedure. As evidenced by
 - 4. Name Standard/Procedure. As evidenced by

Signature of Tribal Licensing Authority

Date



Plan of Correction

Foster Care Provider Name(s):		Worker will have to enter what the POC is based on, for example a Summary of Investigation or Home Safety Check. List-remember to add the date.	
Summary of Non-Compliance Items	How do you plan to meet the requirement?	Date to be Completed	Evidence of Completion / Date
Foster Care Provider Signature(s):		Date:	
<input type="checkbox"/> Approved by Tribal Licensing Authority / Initial _____	Completion of Plan of Correction Verified by TLA		
<input type="checkbox"/> Not Approved by Tribal Licensing Authority / Initial _____	TLA Signature: _____ Date: _____		



Family Tree

Name of Individual:		DOB:	Soc. Sec. No:
Address:			
Regional Corporation:			
Village Corporation:			

Names of Birth Children:

Name	Relationship	Address	City, State	Zip	Phone #	Enrollment Number	Date of Birth	Living or Deceased	Tribe/ Degree

Names of Grandchildren:

Name	Relationship	Address	City, State	Zip	Phone #	Enrollment Number	Date of Birth	Living or Deceased	Tribe/ Degree

Names of Great Grandchildren:

Name	Relationship	Address	City, State	Zip	Phone #	Enrollment Number	Date of Birth	Living or Deceased	Tribe/ Degree

Licensing Check List



- ☐ Application for Licensure Date received: _____ ☐ New ☐ Renewal
- ☐ Authorization for Release of Information (In-State) –all household members 16 or older
Date(s) received: _____ Date(s) sent: _____ Date(s) response received: _____
- ☐ Authorization for Release of Information (Out-of-State Child Abuse and Neglect Registry) –all household members 16 or older
☐ Not applicable
☐ Applicable Date(s) received: _____ Date(s) sent: _____ Date(s) response received: _____
- ☐ Request for Criminal Justice Information (Department of Public Safety form) –all household members 16 or older
Date(s) results received: _____
- ☐ Fingerprint Based Criminal Check - all household members 16 or older Date(s) results received: _____
- ☐ Additional Information Needed:
☐ Not applicable ☐ Applicable Date letter sent: _____ Date information received: _____
- ☐ Foster Parent Reference Questionnaire (3) Dates sent: _____ Dates received (3): _____
- ☐ Foster Parent Characteristics Date received: _____
- ☐ Parenting and Discipline Questionnaire Date received: _____
- ☐ Health History (all household members) Date received: _____
- ☐ Medical Health Authorization and Information
☐ Not applicable ☐ Applicable Date received: _____
- ☐ Mental Health Authorization and Information
☐ Not applicable ☐ Applicable Date received: _____
- ☐ Fire Escape Plan Date received: _____
- ☐ Foster Home Disaster Plan Date received: _____
- ☐ Foster Parent Provider Agreement Date received: _____
- ☐ Home Safety Checklist Date completed: _____
- ☐ License Date issued: _____ Date sent: _____

- ☐ Foster Parent Training Requirements Date due: _____ Date received: _____ Date verified: _____
- ☐ Annual Self-Monitoring Report Date due: _____ Date letter sent: _____ Date received: _____

- ☐ Variance Request
☐ Not applicable ☐ Applicable Date received: _____ Date approved/denied: _____ Date letter sent: _____
- ☐ Summary of Investigation
☐ Not applicable ☐ Applicable Date completed: _____ Date letter sent: _____
- ☐ Plan of Correction
☐ Not applicable ☐ Applicable Date received: _____ Effective date: _____ Date completed: _____
- ☐ Suspension/Revocation/Closure
☐ Not applicable ☐ Applicable Effective date: _____ Date letter sent: _____

Section IV

Licensing Form Letters

Date

Name/Address

RE: Tribal Foster Care Initial License Application Transmission

Dear _____ :

Enclosed are a Tribal Foster Care License application, Tribal Foster Care Standards, an Authorization for Release of Information In-State, and a Request for Criminal Justice Information. Please complete the application/forms and return them to our office at the address listed below. Once I receive your completed packet I will be in contact with you regarding the next steps in the process.

Thank you for your interest in our Tribal children. If you have any questions, please feel free to contact me.

Sincerely,

Name

Title

Address

Phone Number

Email

Enclosures

October 2013

Date

Name/Address

RE: Tribal Foster Care Receipt of Initial License Application

Dear _____ :

Thank you for submitting your application for an Alaska Tribal Foster Care license and for your interest in our Tribal children.

Your application will be reviewed and I will be in contact with you to schedule a time to meet to discuss the next steps in the licensing process.

In the meantime if you have any questions, please contact me.

Sincerely,

Name

Title

Address

Phone Number

Email

October 2013

Date

Name/Address

RE: Tribal Foster Care License Application
Request for Additional Information

Dear _____ :

Thank you for submitting your application for an Alaska Tribal Foster Care license. I have reviewed your application and need the following additional information:

- Insert list in bullets

Please provide the information to me by _____ at the address listed below. If you have any questions please **don't hesitate to contact me.**

Sincerely,

Name

Title

Address

Phone Number

Email

Date

Name/Address

RE: Tribal Foster Care License Application
Request for Additional Information

Dear :

Thank you for submitting your application for an Alaska Tribal Foster Care license. I have reviewed your application and need the following additional information:

- Insert list in bullets

Please provide the information to me by _____ at the address listed below. If you have any questions please don't hesitate to contact me.

Sincerely,

Name

Title

Address

Phone Number

Email

May 2012

Date

Name/Address

RE: Tribal Foster Care License Reference

Dear _____ :

_____ has applied to become a licensed Tribal foster parent. Your name has been provided to us as a person who is familiar with _____'s ability to care for children.

As you may realize, children in foster care have often been abused or neglected. Foster parents must be able to include these children in their family with a patient, positive and supportive attitude. Foster children need to live in homes without substance abuse or domestic violence. Please indicate any adults or children in their household who are known to you.

Your evaluation of _____'s ability to provide foster care for children is very much appreciated and will assist the Tribal Licensing Authority in the decision to proceed with a foster home license.

Please send me the enclosed reference form to the address listed below. In the meantime, if you have any questions please don't hesitate to contact me.

Sincerely,

Name
Title
Address
Phone Number
Email

Enclosure

October 2013

Date

Name/Address

RE: Tribal Foster Care License Issuance

Dear :

Enclosed is your new Alaska Tribal Foster Care license. Your license is effective from _____ until _____. This license replaces any previously issued licenses.

This license is being issued to you for the specific location, ages and number of children shown on the license. It cannot be transferred to other people or a different location. You are required to report any changes to the Tribal Licensing Authority as soon as possible or no later than 30 days in advance in case a new application is required.

Thank you for your willingness to provide a safe home for our Tribal children. If you have any questions or need any assistance, please contact me.

Sincerely,

Name

Title

Address

Phone Number

Email

Enclosure

October 2013

Date

Name/Address

RE: Tribal Foster Care License Application Renewal

Dear _____ :

Thank you for your commitment in providing care for our Tribal foster children. It is time to renew your Alaska Tribal Foster Care license. Enclosed is an Application for Licensure, a Tribal Foster Parent Provider Agreement and an Annual Self-Monitoring report. After receipt of the documents, we will schedule a visit to your home to review the licensing renewal packet.

Please provide the information to me at the address listed below by _____. In the meantime, if you have any questions please don't hesitate to contact me.

Sincerely,

Name

Title

Address

Phone Number

Email

Enclosure

October 2013

Date

Name/Address

RE: Tribal Foster Care Self Monitoring Report

Dear :

Enclosed is a self monitoring report for your Alaska Tribal Foster Care license.

The purpose of this report is to encourage your participation in an annual review of selected requirements related to health and safety of the children that have been placed for you. Please complete the form and submit it to me at the address listed below by _____ .

Your report will be reviewed and you will be contacted if any additional information is needed.

In the meantime if you have any questions, please don't hesitate to contact me.

Sincerely,

Name

Title

Address

Phone Number

Email

Enclosure

October 2013

Date

Name/Address

RE: Tribal Foster Care License {Waiver / Variance / Approval / Denial}

Dear :

The {waiver / variance} request that you submitted on _____ for _____ has been {approved or denied}. This {waiver / variance} will be effective from _____ until _____ {delete if denied}. Please see the enclosed {waiver / variance} request for additional information.

Thank you for your interest in providing a safe home for our Tribal children. If you have any questions or need any assistance, please contact me at the number listed below.

Sincerely,

Name
Title
Address
Phone Number
Email

Enclosure

October 2013

Date

Name/Address

RE: Tribal Foster Care
Notice of Summary of Investigation – Unsubstantiated

Dear :

The Tribal Licensing Authority (TLA) has a received complaint with respect to your home. In accordance with the Alaska's Tribal Foster Care Standards and Procedures, the TLA conducted an investigation regarding the complaint. As a result of the investigation, the TLA has not found reasonable cause to believe that you have violated one or more of the standards and believe that the children in your care are safe and cared for according to the standards.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Name
Title
Address
Phone Number
Email

Enclosure

October 2013

Date

Name/Address

RE: Tribal Foster Care
Notice of Summary of Investigation – Substantiated
{Immediate Revocation/Suspension/Plan of Correction}

Dear :

The Tribal Licensing Authority (TLA) has a received complaint with respect to your home. In accordance with the Alaska's Tribal Foster Care Standards and Procedures, the TLA conducted an investigation regarding the complaint. As a result of the investigation, the TLA has reasonable cause to believe that you have violated one or more of the standards and believe that the violations present an immediate danger to the health, safety and welfare to the children in your care. A Summary of Investigation is enclosed.

Therefore, in accordance to the Alaska Tribal Foster Care Standards and Procedures, _____, the TLA hereby provides notice of its decision to {immediately revoke or suspend or work with you to develop a plan of correction} to your license. The revocation of your license takes effect immediately upon issuance of this notice.

You may appeal the TLA's decision to {immediately revoke or suspend} your license by submitting a written request to the Tribal Appeals Committee within 30 days of receipt of this letter. {Delete sentence if all that is required is a plan of correction.}

If you have any questions, please do not hesitate to contact me.

Sincerely,

Name
Title
Address
Phone Number
Email

Enclosure

October 2013

Date

Name/Address

RE: Tribal Foster Care License Closeout

Dear :

The Tribal Licensing Authority (TLA) would like to take this opportunity to thank you for your interest in the children in your community. The care and services you have provided has been greatly appreciated.

It is my understanding that you are not interested in continuing to provide licensed services at this time. As you requested, I am closing out your license.

{OR}

Since you have not renewed your license, I am closing it out.

If it was not your intent to close your license, please contact me using the information listed below within the next 10 days. If you want to become licensed again in the future, as I hope you will, please contact the TLA in your area for a new application.

Please contact me if you have any questions or feel that I can be of assistance.

Sincerely,

Name
Title
Address
Phone Number
Email

October 2013

Date

Name/Address

RE: Tribal Foster Care Notice of License Denial

Dear :

The Tribal Licensing Authority (TLA) is the agency responsible for licensing tribal foster homes. After our review, we have determined that your application for {initial, biennial, biennial renewal} licensure has not met the Tribal Foster Care Standards. Therefore your application has been denied for the following reasons:

- List Reasons

You may appeal the TLA's decision to deny your application by submitting a written request to the Tribal Appeals Committee within 30 days of receipt of this letter.

Please do not hesitate to give me a call if you have any questions.

Sincerely,

Name

Title

Address

Phone Number

Email

October 2013

Date

Name/Address

RE: Tribal Foster Care License
Notice of License Termination

Dear _____ :

The Tribal Licensing Authority has terminated your Tribal Foster Care License effective _____, based on _____.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Name
Title
Address
Phone Number
Email

October 2013



Bill Walker, Governor
State of Alaska

Valerie Davidson, Commissioner
Department of Health & Social Services

Christy Lawton, Director
Office of Children's Services

(907) 465-3191

P.O. Box 110630
Juneau, AK 99811-0630
dhss.alaska.gov/ocs

February 2016