

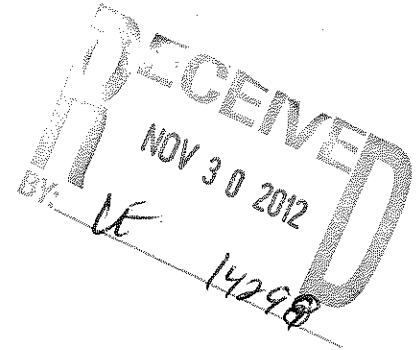


STATE OF MICHIGAN
DEPARTMENT OF HUMAN SERVICES
LANSING

RICK SNYDER
GOVERNOR

MAURA D. CORRIGAN
DIRECTOR

November 27, 2013



Mr. Dexter McNamara, Tribal Chairman
Little Traverse Bay Bands of Odawa Indians
7500 Odawa Circle
Harbor Springs, MI 49740

Dear Mr. McNamara:

Enclosed with this letter is a fully signed copy of the Tribal Title IV-E Agreement between the Little Traverse Bay Bands of Odawa Indians and the Michigan Department of Human Services. I wish to thank Ms. Denneen Smith of your Tribe for her continuing work to negotiate and finalize this agreement.

Additionally, I wish to advise you of personnel changes within the DHS Federal Compliance Division as it relates to the administration of this agreement. I am retiring effective December 31, 2012, and Ms. Jenifer Pettibone will be the manager responsible for on-going issues related to implementing the Tribal IV-E agreement. She can be reached either by email at: pettibonej@michigan.gov or by telephone at 517-335-3919.

Thank you.

Sincerely

Mary K. Mehren

Cc: Jenifer Pettibone, DHS
Stacey Tadgerson, DHS

Tribal Title IV-E Agreement
Little Traverse Bay Bands of Odawa Indians
And
The Michigan Department of Human Services

This agreement is made and entered into this by and between the Little Traverse Bay Bands of Odawa Indians (hereinafter “the Tribe”), a sovereign nation, and the Michigan Department of Human Services (hereinafter “the Department”), the state title IV-E agency, 235 S. Grand Avenue, Lansing, MI, 48909.

Purpose of Agreement

42 U.S.C. § 672(a)(2), also referred to as Part IV-E of the Social Security Act, requires that an agreement exist between the state title IV-E agency (Department) and another agency as a mechanism for the other agency to obtain Federal IV-E funds in accordance with title IV, Part E, section 472(a)(2).

The Department of Human Services is the state agency responsible for the compliance with federal requirements of the title IV-E foster care program in Michigan and administration of the State plan for title IV-E of the Social Security Act.

The Department recognizes its responsibility in giving full faith and credit to public acts, records, and judicial proceedings of a Tribal court applicable to Indian child custody proceedings to the same extent given to any other entity as required by 25 U.S.C. § 1911(d).

The Department recognizes that the Tribal court may retain jurisdiction and authority over placement and care responsibilities for all appropriate child(ren), and will designate the services to be provided by order of the Tribal court.

25 U.S.C. § 1919, also referred to as the Indian Child Welfare Act (ICWA), authorizes states and Indian Tribes to “enter into agreements with each other respecting the care and custody of Indian children”. Both parties agree that this document is consistent with the law, intent and spirit of the Indian Child Welfare Act.

The parties to this agreement understand and agree that the State and its counties and other agents, in its Title IV-E agency role, shall comply with the mandates of the Federal Indian Child Welfare Act.

Based on these principles, this agreement allows the Department to provide IV-E foster care maintenance payments on behalf of the Tribe for Indian children placed in out-of-home care by the Tribal Courts for Title IV-E eligible children in foster care.

It is further agreed:

A. General Provisions:

- I. The Department and Tribe shall cooperate in carrying out the intent and purpose of this agreement.
- II. The Tribe must adhere to all Federal title IV-E regulations and requirements, as described in the Code of Federal Regulations (CFR), title 45, Part 1355.30(p)(4) and Part 1356(c)(7). Tribal Codes must reflect these federal regulations when a Title IV-E claim is being made.
- III. The Tribe must comply with the portions of the Michigan title IV-E State Plan applicable to maintenance cost claiming. This Tribal IV-E agreement does not limit the authority of the Department to administer the federally approved title IV-E State Plan. Future modifications to the title IV-E State Plan will apply to this agreement. The Department shall provide written notice to the Tribe of pending modifications of the title IV-E State Plan affecting this agreement.
- IV. The Department shall provide the Tribe with training, technical assistance and support in order to ensure appropriate claiming and to adjust title IV-E claims related to ineligible claims or underpayments. Training and technical assistance will be provided on-site at the Tribal office to the extent feasible at times agreeable to both parties.
- V. To the extent that confidential personal information must be shared for purposes of claiming title IV-E reimbursement, both parties to this agreement agree to protect confidential information and adhere to federal, state and Tribal privacy protections to the extent applicable.
- VI. The Tribe shall make records that support maintenance claims available to the Department for purposes of assuring compliance with federal regulations related to the administration of the Title IV-E state plan. Records will be made available at the Tribe's office at reasonable times upon request of the Department, if necessary. Tribal staff may be present during the records review.
- VII. The Tribe acknowledges that the United States Department of Health and Human Services (DHHS), Administration of Children and Families (ACF), the Michigan Department of Human Services (DHS), and the Michigan Office of the Auditor General conduct periodic reviews of the title IV-E eligibility and claiming processes. These reviews include claims made for foster care maintenance costs for administration of the title IV-E program. Upon advanced written notice the Tribe will make the following information available:
 - Case files of children in foster care determined to be title IV-E Reimbursable and/or Eligible.
 - Licensing files for Tribal foster care providers.

The records and case files shall at all times remain the property of the Tribe and will be returned immediately upon completion of the review process. Tribal staff may be present during the records review. The Tribe acknowledges that ACF conducts periodic Title IV-E reviews of the Department's administration of the Title IV-E program and that the Tribal cases may be pulled for such a review.

VIII. This agreement may be modified upon the request of either party.

Scope of Agreement

- I. The Department's Federal Compliance Division shall provide training and technical assistance to Tribe regarding compliance with federal title IV-E requirements and to ensure that Tribal case files contain proper documentation. The Department shall provide the appropriate forms, consultations, and monitoring to enhance such compliance.
- II. The Department will provide training and technical assistance on other related topics at the request of the Tribe.
- III. The Tribe must utilize fully licensed out-of-home care providers, with full faith and credit given to Tribally licensed providers in order to have a foster care placement be reimbursable for title IV-E payments.
- IV. The Tribe shall provide to the local DHS Child Welfare Funding Specialist all the information / documentation necessary to establish a child's eligibility for title IV-E, including both initial eligibility and ongoing eligibility for reimbursement. This includes copies of all court orders, family financial information, licensing documentation, and other necessary information.
- V. The Tribe shall be held harmless for errors associated with the child's title IV-E eligibility as determined by DHS unless DHS relied upon inaccurate financial information supplied by the Tribe for the eligibility determination. Errors associated with ineligible payments are the Tribe's responsibility if the Tribe failed to use a properly licensed provider. Errors associated with a non-IV-E compliant Tribal Court order will be the Tribe's responsibility.

In support of this agreement, DHS and the Tribes agree to the following:

1. The Tribe will have the option of providing case management services for any American Indian child they determine to be within their service population. The Tribe will be able to transfer a case to the Tribal Court for case review requirements.
2. The Tribe will utilize the Interstate Compact on the Placement of Children (ICPC) for movements of children between states.
3. In order to access title IV-E funding, DHS must be given or retain care and supervision responsibility.

The following activities are those that will DHS will perform as part of this agreement and to facilitate Tribal access to payments for foster care:

1. Coordinate case transfer with the Tribe; manage caseworker assignments in SWSS, and facilitate case movement through the lifecycle until closure.
2. Open and manage medical assistance case in SWSS and Bridges including assignment of medical health provider, in consultation with the Tribe, and assure the Tribe has verification of medical coverage.
3. Maintain copy of vital records (i.e. birth certificate, SSN, etc.) and, if necessary, provide a copy to the Tribe.

4. Ensure that after a Termination of Parental Rights (TPR), cases are quickly and appropriately assigned an adoption worker and supervisor to pursue permanency, in conjunction with the Tribe
5. Complete the case closure process on SWSS.
6. Support exchange of information between Tribes and the department, including data entry for any elements not captured through the SWSS Web interface, if applicable.
7. Expedite approval for services requested by the Tribal case manager, i.e. referral to and enrollment in a Family Reunification Program (FRP).
8. Execute and modify scheduled and non-scheduled foster care payments when applicable.
9. Support the local court, Tribal court or Tribal staff regarding any concerns on the foster care case in case management with the Tribe.

The Child Welfare Financial Specialist will:

1. Complete the initial and redeterminations of funding source with documentation shared by the Tribe and available from DHS records. The Tribe shall provide all relevant documentation as requested to assure an accurate eligibility determination can be completed.
2. Coordinate with assigned Tribal foster care workers and DHS POS monitoring staff to ensure use of appropriate fund sources in foster care payments.

This agreement shall not infringe on the sovereignty of the Tribe to establish Tribal policies and procedures, including Tribal children's code, foster care policy and foster home licensing procedures. Full faith and credit will be given by the Department to Tribal policies and procedures as long as they are consistent with the state's obligation to operate the Title IV-E in accordance with federal regulations.

The Department will continue to work with the Tribe to assure a process by which the results of Central Registry Clearances will be provided to the Tribe for all applicants who are seeking to be licensed by the Tribe.

B. Agreement Duration:

- I. This agreement shall remain in effect indefinitely from the date of signing, unless modified by agreement of all parties.
- II. Either party, without cause, may terminate this agreement by giving 60 day written notice, delivered by mail or in person, to the other party to the agreement.
- III. In the event of a breach of this agreement, either party may terminate the agreement by written notice to the other party. Such notice shall specify the breach, and the party to whom notice is given shall have 30 days from the date of receipt of the notice to cure the breach. If the breach is not cured, termination shall become effective on the 31st day following receipt of notice, or such later date as specified in the notice.
- IV. Termination of this agreement does not absolve the Tribe of responsibility for repayment of ineligible costs nor does it absolve the Department of providing payment for costs incurred that were eligible and appropriate during the timeframes where this Agreement was in force.

Signatures:

Tribal Representatives:

Dexter McNamees

Date: 9-18-12

Date: _____

Date: _____

Department Representatives:

Deanne Syper

Date: 11/19/2012

Date: _____