

**TITLE IV-E AGREEMENT BETWEEN THE ALABAMA -
COUSHATTA TRIBE OF TEXAS AND THE TEXAS
DEPARTMENT OF FAMILY & PROTECTIVE SERVICES**

I. PURPOSE

This Agreement is made and entered into this 12th day of April, 2012, by and between the Alabama-Coushatta Tribe of Texas ("Tribe") and the Texas Department of Family & Protective Services ("DFPS"), an agency of the State of Texas responsible for child welfare administration.

The purpose of this agreement is to provide the Tribe with access to federal funding pursuant to 42 U.S.C. §671(a)(32), for eligible Alabama-Coushatta children and young adults. As the state agency responsible for the administration of the state Title IV-E plan, DFPS is authorized to enter into this agreement, and seeks to promote and facilitate cooperation between the Tribe and DFPS in order to best serve the needs of the Tribe's children, young adults and families.

II. POLICY

This agreement is entered into pursuant to the government-to-government relationship between DFPS, a Texas state agency, and the Alabama-Coushatta Tribe in the spirit of cooperation, coordination, communication, and good will. The parties agree:

- A. Recognition of the Tribe as a sovereign entity is essential to ensure a cooperative and beneficial relationship between the parties.
- B. There is no resource that is more vital to the continued existence and integrity of the Tribe than its children and young adults.
- C. The State of Texas has a direct interest in protecting Indian children and young adults.
- D. The Tribe's interest in child custody, child welfare, and child protection proceedings involving children and young adults is critical to the long-term survival of the Tribe.
- E. The State of Texas has a direct interest in protecting the cultural heritage of Indian Tribes in this state.
- F. DFPS and the Tribe each have unique and valuable skills and strategies to support child safety and stable families; collaboration between the parties will best serve the children and families in Texas.

G. The Tribe has a critical interest in:

1. Preventing the inappropriate cultural separation of the Tribe's children from their families;
2. Ensuring the placement of all children in a manner which preserves the unique values of the Tribe's culture; and
3. Protecting the health and safety of the Tribe's children.

III. DEFINITIONS

ACF CHILD WELFARE POLICY MANUAL is the policy manual produced by the federal Administration of Children and Families (see **Exhibit 2** for Table of Contents and online address).

ADOPTION ASSISTANCE (“AA”) is any one or a combination of benefits which include monthly payments, Medicaid, and reimbursement of nonrecurring expenses provided pursuant to 42 U.S.C. §673(a) in an adoption assistance agreement between an adoptive family and DFPS, for Title IV-E eligible special needs adopted children.

ADOPTIVE PLACEMENT is defined in **Exhibit 10**, at 40 TEXAS ADMINISTRATIVE CODE §700.801 (b)(2).

AFCARS is the Adoption and Foster Care Analysis and Reporting System required by the Administration of Children and Families.

ALABAMA-COUSHATTA CHILD is any unmarried person who is under age eighteen (18) and is either (a) a member of the Alabama-Coushatta Tribe of Texas or (b) eligible for membership in the Alabama-Coushatta Tribe of Texas and the biological child of a member of the tribe.

ALABAMA-COUSHATTA YOUNG ADULT is a former Alabama-Coushatta child who is at least eighteen (18) years old and not yet twenty one (21) years old.

ANOTHER PLANNED PERMANENT LIVING ARRANGEMENT (APPLA) is a permanency plan for a child in out-of-home care for whom there is a documented compelling reason for determining that it is not in the child's best interest to be returned to a parent, to have parental rights terminated, to be placed for adoption, or to be placed with a relative or legal guardian.

BASIC SERVICE LEVEL is defined at 40 Texas Administrative Code §700.2301.

CASE PLAN has the same definition as that used in 42 U.S.C. §675 (1).

CASE REVIEW is the case review system required by 42 U.S.C. §675(5).

CRIMINAL BACKGROUND CHECK is a fingerprint-based criminal background check that meets federal law standards, including 42 U.S.C. §671(a)(20) and 45 C.F.R. 1356.30.

DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS) is the federal department which oversees all programs receiving federal funding pursuant to Titles IV-B and IV-E of the Social Security Act.

DISALLOWANCE is a decision by federal Department of Health & Human Services that funds expended under this Agreement do not comply with federal law, regulations or policy.

EXTENDED ADOPTION ASSISTANCE refers to continued adoption assistance paid after a young adult's 18th birthday for youth meeting eligibility requirements at **Exhibit 10**, 40 TEXAS ADMINISTRATIVE CODE §700.851.

EXTENDED FOSTER CARE BENEFITS refers to continued foster care assistance paid after a young adult's 18th birthday for young adults meeting eligibility requirements at **Exhibit 5**, 40 TEX. ADMINISTRATIVE CODE §700.346.

EXTENDED PERMANENCY CARE ASSISTANCE refers to permanency care assistance benefits paid after a young adult's 18th birthday for applicants meeting eligibility requirements at **Exhibit 7**, 40 TEXAS ADMINISTRATIVE CODE §700.1053.

FOSTER CARE ASSISTANCE refers to monthly payments made to foster parents licensed by the Tribe to meet the needs of Title IV-E eligible children.

GUARDIANSHIP is a Tribal court ordered relationship between child and caretaker which is intended to be permanent and self sustaining as evidenced by the transfer to the caretaker of the following rights with respect to the child: protection, education, care and control of the person, custody of the person, and decision-making.

JUDICIAL DETERMINATION is a determination by a tribal court of competent jurisdiction.

MEDICAID means the Title XIX medical benefits for which Title IV-E eligible children and youth are categorically eligible.

PERMANENCY CARE AGREEMENT is a negotiated, written and legally binding agreement that is signed by DFPS and a prospective Tribal guardian setting forth the specific terms and conditions of the agreement, including the

types and amounts of permanency care assistance benefits that will be provided under the agreement.

PERMANENCY CARE ASSISTANCE ("PCA") is a Title IV-E funded benefit which may include monthly payments, Medicaid coverage and reimbursement of nonrecurring expenses for permanent caregivers for children who meet eligibility requirements set forth in **Exhibit 7**.

PERMANENCY HEARING is the hearing required by 42 U.S.C. §675(5)(C), which must take place within 12 months of the date the child is considered to have entered foster care and not less frequently than every 12 months thereafter as long as a child remains in foster care, and must conform to the definition of permanency hearing set forth at 45 C.F.R. §1355.20.

PLACEMENT AND CARE RESPONSIBILITY means court-ordered responsibility for a child or young adult's day to day care and protection.

REASONABLE TECHNICAL ASSISTANCE is basic training provided by DFPS staff to the Tribe regarding eligibility, documentation, case review and records, and related Title IV-E compliance issues.

RETURN TO EXTENDED FOSTER CARE is the option of returning to foster care for former Title IV-E eligible tribal young adult who meet eligibility requirements set forth in **Exhibit 5** at 40 TEXAS ADMINISTRATIVE CODE §700.346 (e).

TEXAS ADMINISTRATIVE CODE ("TAC") refers to the regulations promulgated by DFPS for the CPS program, found at 40 TEXAS ADMINISTRATIVE CODE, Part 19, Chapter 700, and as revised solely for purposes of this Agreement in **Exhibits 5, 7 and 10**;

TITLE IV-B is Title IV, Part B of the Social Security Act, codified at 42 U.S.C. §621 et seq.

TITLE IV-E is Title IV, Part E of the Social Security Act, codified at 42 U.S.C. §670 et seq.

TRIBAL COURT is a court established by the Alabama-Coushatta Tribe of Texas with authority to make judicial determinations regarding child welfare matters.

TRIBAL LAW is the governing laws of the Alabama-Coushatta Tribe of Texas, including but not limited to the Tribal Constitution and Bylaws, the Tribal Children's Code (enacted by the Tribal Council Resolutions #2008-17 and #2005-11), the Tribal Peacemaker's Code (enacted by the Tribal Council Resolution #2002-28) and the Judicial Code (enacted by the Tribal Council Ordinance No. 01-02).

TRIBAL SOCIAL SERVICES DIVISION is the Tribal entity responsible for the Alabama-Coushatta Tribal Child Welfare Services Program.

VOLUNTARY PLACEMENT is a child who enters Tribal foster care in any manner other than a decision of the Tribal Social Services Division to make an emergency removal, a Tribal court order for removal, or as a result of a transfer of a case to the Tribal court by a state court with jurisdiction under TEXAS FAMILY CODE CHAPTER 262.

IV. STATEMENT OF BASIC AGREEMENT

DFPS and the Tribe agree:

- A. This Agreement is designed to provide Title IV-E assistance for eligible Alabama-Coushatta children and young adults for whom the Tribe has responsibility for placement and care;
- B. This Agreement does not apply to children or youth who are the subject of a voluntary placement with the Tribe;
- C. Payment of Title IV-E benefits under this Agreement is limited to the Basic Service Level; Rates for all monthly assistance benefits and reimbursement rates for nonrecurring expenses are subject to change and will be paid pursuant to rules in effect at the time payments are made;
- D. DFPS will pay the federal and non-federal share of foster care, permanency care assistance and adoption assistance payments for Title IV-E eligible children under this Agreement. Claims for Title IV-E administrative costs and training expenses are excluded from this Agreement;
- E. The terms of this Agreement must conform to the Title IV-E state plan submitted by DFPS to the Administration of Children and Families and should be interpreted in conformity with that document, including any changes to the Title IV-E state plan made during the term of this Agreement;
- F. Title IV-E 42 U.S.C. §671-679B, 45 C.F.R. Parts 1355; 1356 and 1357 and policies of the Administration of Children and Families, including the Child Welfare Policy Manual, are incorporated into this Agreement by reference. If any sections of this Agreement are in conflict with current or future federal law, regulations, or policy, the federal or state law, regulations, or policy then in effect shall be controlling; and
- G. The Exhibits listed below are attached and incorporated into this Agreement by reference. **Exhibits 5, 7 and 10** contain DFPS rules, as modified to reflect the role

of the Tribe and Tribal law in this Agreement, and incorporated as terms of this Agreement.

Exhibit 1	Sample Case Plan
Exhibit 2	Table of Contents – Child Welfare Policy Manual of the Administration of Children & Families
Exhibit 3	Required Information regarding Tribal Caregivers
Exhibit 4	Summary of Title IV-E Judicial Requirements
Exhibit 5	Title IV-E Foster Care Eligibility Rules
Exhibit 6	Foster Care Application Items and Documentation
Exhibit 7	Title IV-E Permanency Care Assistance Eligibility Rules
Exhibit 8	Permanency Care Assistance Application (Eligibility documentation)
Exhibit 9	Permanency Care Agreement
Exhibit 10	Title IV-E Adoption Assistance Eligibility Rules
Exhibit 11	Adoption Assistance Application (Eligibility documentation)
Exhibit 12	Adoption Assistance Agreement

V. SOVEREIGN IMMUNITY

Notwithstanding anything in this document to the contrary, this agreement shall not be construed, read, or implied to be a waiver of the Alabama-Coushatta Tribe's sovereign immunity.

VI. PROGRAM REQUIREMENTS

A. The Tribe agrees:

1. To operate the tribal child welfare services program in compliance with the Tribal Title IV-B plan approved by the Administration of Children and Families pursuant to 42 U.S.C. §622; and
2. To comply with 42 U.S.C. §671, 45 C.F.R. Parts 1355; 1356 and 1357 and federal guidance relating to Title IV-E, including but not limited to the Tribe's duties as follows:
 - a. Impose safeguards that meet the standards set forth in 42 U.S.C. §671(a)(8) restricting the use of or disclosure of confidential information concerning individuals assisted under this Agreement. These safeguards must apply to Tribal staff engaged in implementing this Agreement, as well as to any persons accepting a placement of a child who will receive benefits under this Agreement;

- b. Require that all known or suspected instances of abuse or neglect be reported;
- c. Cooperate fully in any federal, state, DFPS or independent audit of the Tribe's Title IV-E program, including but not limited to producing records, participating in reviews and complying with any resulting requirements, including as specified in 42 U.S.C. §671(a)(13);
- d. Make reasonable efforts as detailed in 42 U.S.C. §671(a)(15) and 45 C.F.R. §1356.21, consistent with making the child's health and safety paramount, to:
 - (i) Prevent or eliminate the need for removal before a child is placed in foster care;
 - (ii) Make it possible for a child to return home safely;
 - (iii) Place the child in a timely manner in accordance with the child's permanency plan and to complete necessary steps to finalize the permanency plan for the child in a timely manner;
- e. Prepare a case plan that meets requirements of 42 U.S.C. §671(a)(16), §675(1), and 45 C.F.R. §1356.21 (g) no later than sixty (60) days after a child is removed from home. The Tribe may use its' own format or the sample plan attached as **Exhibit 1** for this purpose.
- f. Implement a case review system that meets all requirements of 42 U.S.C. §675(5) and (6) and 45 C.F.R. §1356.21(f);
- g. Provide any foster parents, pre-adoptive parent or relative caregiver with notice and the right to be heard in any proceeding involving the child; however, this requirement does not mean that such person is entitled to be made a party solely based on the right to notice and to be heard, as specified in 42 U.S.C. §675(5)(G);
- h. Take appropriate steps, using Tribal child support resources, in cooperation with the state child support agency, to obtain an assignment of rights to DFPS of any child support rights for any child receiving benefits under this Agreement;
- i. Consider giving preference to an adult relative over a non-related caregiver when selecting a child's placement, if the relative meets Tribal child protection standards, as specified in 42 U.S.C. §671(a)(19);

- j. Comply with requirements for criminal background and child abuse and neglect registry checks detailed in Section VIII of this Agreement and 42 U.S.C. § 671 (a)(20);
- k. Certify that before a child is placed in foster care, the prospective foster parents will be prepared adequately with the knowledge and skills to provide for the child's needs and will continue to receive training as necessary after the child's placement;
- l. Have a process for verification of the citizenship and immigration status of any child in foster care under the Tribe's responsibility as specified in 42 U.S.C. § 671 (a)(27);
- m. Exercise due diligence to identify all adult grandparents and other adult relatives and give them the required notice regarding the removal and placement options, including available services and supports, within 30 days after removal of a child, as specified in 42 U.S.C. § 671 (a)(29);
- n. Provide assurances that all children subject to compulsory school attendance who are eligible for payments under this Agreement are enrolled in an appropriate school program, as specified in 42 U.S.C. § 671 (a)(30);
- o. Make reasonable efforts to place siblings in the same placement unless the Tribe documents that it would be contrary to the safety or well-being of any of the siblings and in that circumstance, to provide for frequent visitation or other interaction between siblings unless contrary to the safety or well-being of any of the siblings, as specified in 42 U.S.C. § 671 (a)(31);
- p. Inform all prospective adoptive parents of a child in foster care under the care of DFPS or the Tribe of the possible federal tax credit, as specified in 42 U.S.C. § 671 (a)(33);
- q. Use merit based personnel standards, as specified in 42 U.S.C. § 671(a)(5); and
- r. Submit required information, as set forth in **Exhibit 3** regarding licensed Tribal foster homes to DFPS.
- s. Cooperate with DFPS and facilitate the collection of data for the National Youth in Transition Database, in conformance with 45 C.F.R. § 1356.80- 1356. This data pertains to youth receiving services provided under the Chafee Foster Care Independence Program (CFCIP), including the baseline population (each youth

who is in foster care as defined in 45 CFR 1355.20 and reaches his or her 17th birthday during Federal fiscal year 2011), and such youth who reach a 17th birthday during every third year thereafter, and any follow up with the baseline population at ages 19 and 21.

B. DFPS agrees to:

1. Provide reasonable technical assistance, including information, advice, and educational materials to the Tribe to support compliance with the requirements of this Agreement;
2. Provide a fair hearing to any individual whose claim for benefits under this Agreement is denied or is not acted on with reasonable promptness;
3. Make a referral for Title XIX Medicaid for all children who are eligible for Title IV-E monthly assistance payments under this agreement;
4. Make appropriate child welfare trainings available to Tribal staff and families, including prospective foster, guardian and adoptive families;
5. Respond to requests from the Tribe for checks of the child abuse and neglect registry pertaining to prospective foster parents, guardians or adoptive parents and other adults in the home;

VII. COURT REQUIREMENTS

- A. The parties agree to request that their respective courts give full faith and credit to the public acts, records and judicial proceedings involving child protection proceedings whether conducted by a Tribal court or a state court;
- B. The Tribe agrees to comply with all requirements relating to judicial reviews, procedures and findings as set forth in 42 U.S.C. §670 et seq., and 45 C.F.R. §1356, including but not limited those listed in **Exhibit 4**, Summary of Title IV-E Court Requirements;
- C. DFPS agrees to provide reasonable technical assistance to aid the Tribe in complying with applicable court requirements.

VIII. ELIGIBILITY & PAYMENT PROCEDURES

A. **General**

1. The parties:

- a. Agree to comply with DFPS rules, as amended in **Exhibits 5, 7 and 10** to apply to this Agreement, and as subsequently amended to conform to federal law enacted during the term of this Agreement, in determining eligibility, payment procedures and related issues;
- b. Designate the following as the contact persons for purposes of matters arising under this agreement:

The Tribe:

Larry Williams
Alabama Coushatta Tribe of Texas
571 State Park Road 56, Livingston, Texas 77351
Telephone: (936) 563-1250
Fax: (936) 563-1254

DFPS:

Max Villarreal
Division Administrator, CPS Federal and State Support Division
Texas Department of Family & Protective Services
2525 Ridgpoint Drive, MC Y-934
Austin, Texas 78754
Telephone: 512/ 919-7868
Fax: 512/339-5927
max.villarreal @dfps.state.tx.us

2. The Tribe agrees to:
 - a. Designate one or more staff persons to be trained on eligibility requirements and procedures who can work with Tribal families and DFPS;
 - b. Adhere to eligibility requirements for each Title IV-E benefit, as set forth in **Exhibit 5** (Foster Care Maintenance), **Exhibit 7** (Permanency Care Assistance) and **Exhibit 10** (Adoption Assistance) and certify the accuracy of supporting documentation submitted in support of an application for benefits;
 - c. Establish and adhere to tribal standards for foster homes, guardians and adoptive homes, which standards are within the Tribe's authority to set, pursuant to 25 U.S.C. §1931(b). Tribal standards must meet 42 U.S.C. § 671 (a)(10) and the following fingerprint-based criminal history and abuse and neglect registry requirements must be complete before any benefits can be provided under this Agreement:
 - (i) Fingerprint-based checks of national crime information databases must be run for all applicants who seek to become a foster or

adoptive parent, and the mandatory permanent and five year bars applied to any foster or adoptive parent applicant who will receive payment under this Agreement, in conformance with 42 U.S.C. §671(a)(20)(A);

- (ii) Child abuse and neglect history checks for any prospective foster or adoptive parent who will receive payments under this Agreement, as well as for any other adult living in the home, and same information must be requested from any other states an applicant or other adult in the home has lived in during the preceding five (5) years, in conformance with 42 U.S.C. § 671(a)(20)(B);
- (iii) Fingerprint-based checks of national crime information databases for all applicants who seek to become guardians and may receive PCA, in conformance with 42 U.S.C. § 671(a)(20)(C); and
- (iv) Child abuse and neglect history checks for any prospective guardians who will receive PCA on behalf of a child, as well as for any other adult living in the home, and the same information must be requested from any other states an applicant or other adult in the home has lived in during the preceding five (5) years, in conformance with 42 U.S.C. § 671(a)(20)(C).

- d. Notify DFPS of the source and amount of benefits a child or youth eligible for benefits under this agreement receives or is eligible for, including child support, survivor's benefits, Veteran's benefits, Supplemental Security Income, third party insurance benefits or similar benefits; and
- e. If DFPS must repay Title IV-E funds or pay a penalty resulting from a disallowance or other audit exceptions relating to funding under this Agreement, the Tribe will be responsible to the extent the repayment or penalty is the result of the Tribe's failure to comply with the terms of this Agreement, to be paid to DFPS within thirty (30) days after notice to the Tribe of the reason for and calculation of any such amount.

3. DFPS agrees to:

- a. Comply with 45 C.F.R. § 1356.67 regarding eligibility for Title IV-E and for Title XIX medical assistance in the event a child's case is transferred between a state court and a tribal court, including:
 - (i) determining IV-E eligibility if that determination is not already completed, at the time of the transfer of placement and care responsibility of a child to the Tribe;

- (ii) sending essential documents and information necessary to continue a child's eligibility including, but not limited to relevant court orders, case plans with health and education records, documentation of child's placement history and most recent provider's license or approval.
- b. Pay any underpayment within a reasonable time, not to exceed thirty (30) days from the date the amount of any underpayment is agreed to by the parties.

B. Foster Care Maintenance Funds

- 1. The Tribe agrees to:
 - a. Submit a foster care assistance application (**Exhibit 6**) with proof of eligibility for a child for whom the Tribe seeks to claim Title IV- E foster care assistance within thirty (30) days of a child's placement in out of home care;
 - b. Submit an application for a youth eligible for foster care within 30 days before a child attains age 18, if the Tribe continues to have responsibility for placement and care, and foster care payments have previously been made for the child under this Agreement, with proof of the child's extended foster care eligibility under 40 TAC §700.346, **Exhibit 5**.
 - c. Submit an application for a tribal young adult who returns to foster care, if foster care payments were previously made for the young adult under the Agreement, the Tribe resumes responsibility for placement and care, and the young adult meets eligibility requirements under 40 TAC §700.346 in **Exhibit 5**.
 - d. Submit an invoice electronically to DFPS on the 3rd of each month with required foster care billing information for the previous month for each child who has been determined Title IV-E eligible who has been placed by the Tribe in foster care. The invoice must include: the child's name, the name of the foster care placement, the days of service in the placement, the daily foster care rate and the total foster care payment for the month.
 - e. Upon receipt of the purchase voucher (Form 4116) from DFPS, sign and return it to DFPS. The signed purchase voucher, with supporting documentation that shows the allowable payment breakdown, is necessary for payment to be issued by DFPS Accounting;
 - f. When future DFPS automation changes are complete, DFPS will notify the Tribe and the process detailed in subsections (d) and (e) will change as follows. Instead of submitting an invoice, the Tribe will be review a foster

care invoice generated by the agency's data management system (IMPACT) and sent by DFPS electronically on the 3rd of each month. After making any necessary changes the Tribe will return the invoice electronically to DFPS;

- g. Limit the uses for which tribal foster care providers can use federal foster care funds in accordance with 42 U.S.C. §675(4);
- h. Comply with the restriction against using foster care funds paid under this Agreement for any child who is in a detention facility, forestry camp, training school, or any other facility operated primarily for the detention of delinquent children;
- i. Use Tribal child support resources, in cooperation with the Texas Office of the Attorney General, to obtain an assignment of child support made payable to DFPS for any child the subject of a child support order;
- j. Submit required documentation for redetermination of foster care benefits at required intervals as long as the child needs assistance and remains eligible; and
- k. In the event of an overpayment by DFPS to the foster parents, the Tribe agrees to reimburse DFPS for the overpayment and DFPS agrees to assign its claim for recoupment to the Tribe.

2. DFPS agrees to:

- a. Designate one or more DFPS staff persons to be responsible for the initial eligibility determination, ongoing review and re-determination of Title IV-E foster care eligibility for Tribal children and youth;
- b. Manually validate the foster care invoice received from the Tribe against information in the DFPS data management system (IMPACT), create a purchase voucher (form 4116), and send it along with supporting documentation that shows the allowable payment breakdown to the Tribe for signature within 15 days of receipt of the foster care invoice from the Tribe, unless there are billing issues that need to be reconciled with the Tribe;
- c. Give notice to the Tribe when future automation changes are complete and revise the procedure in (b) and (c) above as follows: DFPS will send a foster care invoice generated by the DFPS data management system (IMPACT) to the Tribe electronically on the 3rd day of each the month for review. The invoice will have detailed foster care billing information including the child's name, the name of the foster care placement, the days of service in the placement, the daily foster care rate, and the total foster

care payment for the month. Within 15 days of receipt of the adjusted IMPACT foster care invoice from the Tribe, DFPS will validate the invoice against information in IMPACT, unless there are billing issues that need to be reconciled with the Tribe,. The payment process will be determined when the DFPS automation changes occur.

- d. Apply appropriate eligibility criteria depending on whether DFPS or the Tribe has responsibility for placement and care at a given time, in the event a child's case is transferred between a state court and a tribal court;
- e. Pay any underpayment within a reasonable time, not to exceed thirty (30) days from the date the amount of any underpayment is agreed to by the parties;
- f. Provide a fair hearing if an application for Title IV-E foster care benefits is denied or unreasonably delayed;
- g. Redetermine the eligibility of each child every 12 months after the case is determined Title IV-E eligible;
- h. Give the Tribe at least 30 days written notice prior to the date that ongoing redetermination documentation is due.

C. Permanency Care Assistance ("PCA")

- 1. The Tribe agrees to:
 - a. Identify prospective guardians of children with Basic Service Level who may be eligible for PCA.
 - b. Train staff and inform families that in order for a child to receive Permanency Care Assistance:
 - (i) The prospective guardian must have been eligible for receipt of foster care payments on behalf of the child who is the subject of the PCA agreement for at least six consecutive months before the effective date of a guardianship ordered by a Tribal court; and
 - (ii) A PCA Agreement must be signed before a court orders a guardianship, otherwise the child is not eligible for PCA;
 - c. Assist eligible families to complete a PCA application, and submit the application packet with supporting documents at least 30 days before the date on which a person anticipates being granted guardianship by a Tribal court in conformance with 42 U.S.C. §673 (d)(3);

- d. Submit a PCA application for a sibling of a child eligible for PCA if the sibling meets the criteria in 40 TAC §700.1029(c);
 - e. Assist eligible families that sign PCA agreement after the child's 16th birthday and before age 18, to document eligibility and apply for extended PCA, available after age 18 up to age 21 as provided for in 40 TAC §700.1053, **Exhibit 7**; and
 - f. Submit required documentation for re-determination of PCA or Extended PCA at required intervals as long as the child needs assistance and remains eligible.
2. DFPS agrees to:
- a. Designate a DFPS staff person to whom the Tribe can submit PCA applications and questions about the PCA eligibility process;
 - b. Enter into PCA agreements with the prospective guardian of an eligible child, which may include monthly payments of PCA, Medicaid benefits, and a one time payment of nonrecurring expenses;
 - c. Negotiate the amount of monthly payment to be paid to a Tribal guardian based on the criteria set forth at 40 TAC §700.1039(b), **Exhibit 7**, subject to the ceiling for a child at a Basic Level of Care.
 - d. Make PCA payments and reimbursement of eligible non-recurring expenses, directly to an eligible guardian with a PCA agreement, after guardianship is granted to the Tribal guardian;
 - e. Give notice to the recipient of PCA payments of any disallowance by the DHHS, and request repayment of such the funds within a reasonable time, not to exceed 30 (thirty) days, or DFPS may elect to deduct the amount of any overpayment from any future benefits under a repayment plan; and
 - f. Provide a fair hearing for any person or family for whom PCA benefits are denied, delayed, suspended, reduced or terminated subject to the limitations set forth at 40 TAC §700.1057, **Exhibit 7**.

D. Title IV-E Adoption Assistance

- 1. The Tribe agrees to:
 - a. Identify prospective adoptive parents of children with Basic Service Level who may be eligible for Adoption Assistance (“AA”);

- b. Train staff and inform families that in order for a child to receive AA, an AA Agreement must be signed before a court orders an adoption, except as provided by 40 TAC § 700.881, **Exhibit 10**; and
 - c. Assist eligible families in submitting applications for payment of nonrecurring adoption related expenses, payment of monthly adoption assistance benefits and Medicaid with proof of eligibility for each benefit requested.
2. DFPS will:
- a. Provide appropriate staff to review and assess the eligibility of any child for whom an application is submitted by the Tribe or an adoptive parent for AA benefits;
 - b. Negotiate the terms of an adoption assistance agreement with the prospective adoptive parents of any child eligible for AA benefits under this Agreement;
 - c. Make AA payments directly to adoptive parent(s) with an Adoption Assistance agreement the first day of the month after the adoptive placement;
 - d. Give notice to the recipient of AA payments of any disallowance by the DHHS, and request repayment of such the funds from the payees within a reasonable time, not to exceed 30 (thirty) days, or DFPS may elect to deduct the amount of any overpayment from any future benefits under a repayment plan; and
 - e. Provide a fair hearing to an adoptive parent or prospective adoptive parent of a Tribal child if adoption assistance benefits provided under this Agreement are denied, delayed, suspended, reduced or terminated, or processing of the application is unreasonably delayed, subject to the restrictions set forth in **Exhibit 10**, at 40 TAC §§700.800 and 700.881.

IX. RECORDS, REPORTS AND REVIEWS

- A. The Tribe agrees:
- 1. To maintain and preserve financial, program and legal records pertaining to eligibility, compliance and monitoring pursuant to this Agreement for at least five years after this Agreement ends or after the end of the fiscal year in which any payment is made, whichever is later. This includes but is not limited to the following records:

- a. Documentation of Title IV-E eligibility for children;
 - b. Proof of a licensed home's status, including criminal and abuse neglect registry checks;
 - c. Placement Agreements; and
 - d. Fiscal records.
2. To institute and adhere to a policy for maintaining and preserving records and case files relating to any child for whom the Tribe becomes the court-ordered legal custodian, whether or not the child is placed in foster care, guardianship or for adoption.
 3. To produce case files, records and documentation relating to eligibility, compliance or monitoring pursuant to this Agreement at any time, upon reasonable notice, for purposes of a review, audit or examination by federal, state or DFPS staff or a private entity retained on behalf of any of these entities.
 4. To make available the case file and foster parent, guardian and adoptive parent provider files on the children and young adults in foster care under the jurisdiction of the Tribe who receive Title IV-E funds upon reasonable notice. The Tribe agrees to make the records and files described herein available at all reasonable times at the DFPS State Office for review by DHHS, the State of Texas or DFPS.
 5. To participate with DFPS in any federal case reviews as necessary. DFPS will provide advance notice of case reviews, training for case review participants and a written summary of findings. The Tribe will assist in reviews by scheduling interviews, making records available, and providing staff to participate as case review team members.

B. DFPS agrees that the files referenced above shall at all times remain the property of the Tribe and shall be returned to the Tribe immediately upon completion of the review process.

X. COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS

A. The Tribe agrees to comply with all applicable federal and state regulations and with DFPS policies and procedures, including:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.)
- Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
- Food Stamp Act of 1977 (7 U.S.C. §2011 et seq.)
- Fair Labor Standards Act (29 U.S.C. § 201 et seq.)

The federal regulations listed at 45 C.F.R. §1355.30, which apply to all programs funded under Title IV-B and Title IV-E.

XI. TERM AND NOTICES

A. The parties agree:

1. This agreement is effective on the date signed by the last signatory, and shall expire two-years after the date of the last signatory. The parties agree to review the agreement on an annual basis to ensure the contents remain current and any necessary updates can be made. By executing an amendment before this agreement expires, the parties can agree to renew it for an additional one-year term. This agreement can only be renewed two times.
2. Either party may terminate this Agreement upon thirty (30) days written notice to the other party, provided that, before termination of this Agreement, the terminating party makes good faith efforts to discuss, renegotiate, and modify this Agreement or to resolve disputes.

The parties acknowledge this Agreement is dependent upon State and/or Federal funds. Should these funds become unavailable for any reason, this Agreement shall terminate immediately with no negative penalties to either DFPS or the Tribe.

3. This Agreement may only be altered, amended, or waived by a written Agreement executed by both parties.
4. Any notice provided for under this Agreement must be in writing, addressed to the other party at the address indicated below and (1) delivered by U.S. mail; or (2) hand-delivered by courier or by overnight delivery service.
5. Notice to the Tribe must be sent to:

Larry Williams
571 State Park Road 56
Livingston, Texas 77351

6. Notice to the Texas Department of Family & Protective Services,

Office of General Counsel
Texas Department of Family & Protective Services
P.O. Box 149030 MC E-611
Austin, Texas 78714-9030

The parties agree to provide updated information to each other within ten (10) business days of any change in the designated person or address.

7. If any provision of this Agreement is held invalid or unenforceable, such holding will not invalidate or render unenforceable any other provision in this Agreement.

XII. CONFLICT RESOLUTION

In the event of a dispute about compliance with applicable eligibility requirements, or any other issue relating to this Agreement, the parties agree to the following protocol, to be used in the order written, to resolve the issue:

1. Informal discussions between the liaison staff for the Tribe and DFPS;
2. Presentation of the issue(s) to a panel of management representatives from the Tribe and DFPS;
3. Follow the procedures in Texas Government Code, Section 2260 regarding any disputes that have not been previously settled by using protocols 1 and 2 above.

WE, THE UNDERSIGNED, HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF FAMILY & PROTECTIVE SERVICES AND THE ALABAMA-COUSHATTA TRIBE OF TEXAS.

On this 12th day of April, 2012.

Kyle Williams
Kyle Williams
Tribal Chairman
Alabama-Coushatta Tribe of Texas

Audrey Deckinga
Audrey Deckinga
Assistant Commissioner
Texas Department of Family & Protective Services