



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

FAX COVERSHEET

To:	Shannon O'Loughlin	From:	Alice McLain
Fax No.:	202-400-2288	Fax No.:	602-542-3330
Phone No.:	202-907-4448	Phone No.:	602-542-1901

Date:	10/15/2012	Time:		Pages (inc cover):	
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Subject:	Notice of Claim
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Comments:

Attached are the two Tribal IV E contracts, Navajo and Hopi. If you have any questions, do not hesitate to contact me.

Alice *Alice*

NOTICE: This FAX (and any attachments) may contain PRIVILEGED OR CONFIDENTIAL information and is intended only for the use of the specific individual(s) to whom it is addressed. It may contain information that is privileged and confidential under state and federal law. This information may be used or disclosed only in accordance with law, and you may be subject to penalties under law for improper use or further disclosure of the information in this FAX and its attachments. If you have received this FAX in error, please immediately notify the person named above, and then destroy this FAX. Thank you.



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Intergovernmental Agreement

CONTRACT AMENDMENT

1. CONTRACTOR (Name and address) THE NAVAJO NATION P. O. BOX #9000 WINDOW ROCK, ARIZONA 86515	2. CONTRACT ID NUMBER DE071022
	3. AMENDMENT NUMBER ONE

4. THE PARTIES AGREE TO THE FOLLOWING AMENDMENT

Pursuant to the Section 24, Amendments/Termination, of the above referenced contract, this contract is extended for the period of 7/1/2011 to 6/30/2016.

5. In accordance with A.R.S. §35-393.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Iran.

In accordance with A.R.S. §35-391.06, the Contractor certifies that the Contractor does not have scrutinized business operations in Sudan.

6. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AS HERETOFORE CHANGED AND/OR AMENDED REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. THE AMENDMENT SHALL BECOME EFFECTIVE ON THE DATE OF LAST SIGNATURE UNLESS OTHERWISE SPECIFIED HEREIN. BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

7. ARIZONA DEPARTMENT OF ECONOMIC SECURITY	8. NAME OF CONTRACTOR THE NAVAJO NATION
SIGNATURE OF AUTHORIZED INDIVIDUAL 	SIGNATURE OF AUTHORIZED INDIVIDUAL
TYPED NAME Cheryl	TYPED NAME Ben Shelly
TITLE Contract Administrator	TITLE President
DATE 4/18/11	DATE MAR 21 2011

IN ACCORDANCE WITH ARS §11-952 THIS CONTRACT AMENDMENT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT AMENDMENT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Barbara M. Schenck
Assistant Attorney General

Date: 4/13/11

By: [Signature]
Public Agency Legal Counsel

Date: 03/28/11

CONTRACT COORDINATION SHEET
(Division/Program Use)

PURCHASING OFFICER/UNIT Bonnie Lee		PROGRAM DOCUMENT NO:		
CONTRACT DESCRIPTION/COMMENTS Title IV-E Program Administration				DES/SPIRIT CONTRACT NO. DE071022
VENDOR NUMBER 86-0092335	VENDOR NAME The Navajo Nation		<input checked="" type="checkbox"/> NEW CONTRACT <input type="checkbox"/> AMENDMENT NO. _____ <input type="checkbox"/> EXTENSION YRS _____ <input type="checkbox"/> DATA CHANGE NO. _____	
VENDOR ADDRESS (NO., STREET) P.O.Box 648		SUBCONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
VENDOR CITY, STATE, ZIP CODE Window Rock, AZ 86515		SINGLE-AUDIT STATUS (Taxonomy Only) <input checked="" type="checkbox"/> SUB-RECIPIENT <input type="checkbox"/> VENDOR		
DES ADMINISTRATION (SCAT) DCYF	ADM COST CENTER 4273	ADM CONTACT PERSON Alice McLain		FMCS DOCUMENT TYPE <input type="checkbox"/> SA <input checked="" type="checkbox"/> SC <input type="checkbox"/> PS <input type="checkbox"/> PG <input type="checkbox"/> PN
ADM TELEPHONE NO. 602-542-1901	ADM SITE CODE 940A	CONSULTANT CONTRACT (See next page for criteria) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
COMPETITIVE - Provide document number and date issued below: Number: _____ Date issued: _____		NON-COMPETITIVE - Explain and/or check the appropriate box (attach a copy of the approved documentation/exemption): Tribal IGA		
<input type="checkbox"/> Request for Quotation (RFQ - \$1,000 to less than \$10,000) <input type="checkbox"/> \$5,000 < \$10,000 # written quotes solicited <input type="checkbox"/> \$1,000 < \$5,000 # verbal quotes solicited <input type="checkbox"/> No quotes obtained (Authorized approval attached) <input type="checkbox"/> Fax On Demand (FOD - \$10,000 to less than \$50,000) <input type="checkbox"/> Invitation for Bid (IFB - \$50,000 and greater, fixed price based) <input type="checkbox"/> Request for Proposal (RFP - \$50,000 and greater) <input type="checkbox"/> Request for Application (RFA) <input type="checkbox"/> Grant		<input checked="" type="checkbox"/> Intergovernmental Agreement (IGA) <input type="checkbox"/> Intergovernmental Service Agreement (ISA) or Inter-Agency Agreement (IAA) <input type="checkbox"/> Competition Impractical (CI - \$50,000 and greater) <input type="checkbox"/> Not Practicable To Quote (NPTQ - Less than \$50,000) <input type="checkbox"/> Emergency Purchases <input type="checkbox"/> Sole Source Contract or Purchase <input type="checkbox"/> Memo of Understanding (MOU) <input type="checkbox"/> Cooperative Purchasing Agreement (COOP) <input type="checkbox"/> Set-Aside Agency or Certified Non-Profit Organization		
ORIGINAL CONTRACT BEGINNING DATE 7/1/06	MAXIMUM EXTENSION DATE 6/30/11	ORIGINAL REIMBURSEMENT CEILING \$	AMENDED REIMBURSEMENT CEILING \$	
CONTRACT EXPIRATION DATE 6/30/11	AMENDED EXPIRATION DATE	TYPE CODE (CTYP) NE	CLASS CODE (CCLS) TD	RENEWAL CODE (CRNW) M5
01				H001-AH
02				
03				
04				
AUTHORITATIONS (Original - No Initials)		DATE SIGNED		
PROGRAM ADMINISTRATOR		DATE1	DATE2	DATE3
<i>[Signature]</i>		1/3/07		
<input checked="" type="checkbox"/> ASSISTANT DIRECTOR (IGA and Consultants)		DATE1	DATE2	DATE3
<i>[Signature]</i>		1/3/07		
<input checked="" type="checkbox"/> FINANCIAL SERVICES ADMINISTRATION (IGA, ISA, IAA)		DATE1	DATE2	DATE3
<i>[Signature]</i>		1-8-07		
OFFICE OF PROCUREMENT		DATE1	DATE2	DATE3
<i>[Signature]</i>		1-8-07		
<input checked="" type="checkbox"/> ATTORNEY GENERAL (IGA/3rd Party, etc.)		DATE1	DATE2	DATE3
<i>[Signature]</i>		11-30-06		
<input checked="" type="checkbox"/> To be FILED with the Secretary of State		FILE NO.	DATE FILED	



ARIZONA DEPARTMENT OF ECONOMIC SECURITY

1789 W. Jefferson - P.O. Box 6123 - Phoenix, AZ 85005

Janet Napolitano
Governor

Tracey L. Wareing
Director

The Honorable Jan Brewer
Secretary of State
State Capitol, West Wing, 7th Floor
Phoenix, Arizona 85007

Dear Ms. Brewer:

In compliance with ARS 11-952, enclosed is a copy of a purchase arrangement between the Arizona Department of Economic Security and The Navajo Nation.

Sincerely,

Katherine Babonis 805Z
Chief Procurement Officer
Division of Business and Finance

DES Contract No. DE071022

Original SS No.

Original File Date

Date of This Filing 7/13/2006

Expiration Date 06/30/2011

NO. 28052
Filed with the Secretary of State
Date Filed: 1/19/07

Secretary of State

By:



**ARIZONA DEPARTMENT OF ECONOMIC SECURITY
TRIBAL INTERGOVERNMENTAL AGREEMENT**

Contract between the Department of Economic Security ("Department") and the Navajo Nation ("Contractor").

WHEREAS, the State of Arizona (the "State") receives federal funds through Title IV-E of the Social Security Act, 42 U.S.C. §§ 670-679 ("Title IV (E)") and provides state matching funds for foster care maintenance and adoption assistance payments on behalf of eligible children within the States; and

WHEREAS, the State is authorized to administer Title IV-E funds and enter into agreements under the Title IV-E State Plan filed with the United States Department of Health and Human Services; and A.R.S. §41-1954 to assist the State in administering and enforcing the laws with which it is charged; and

WHEREAS, there are children residing within the Navajo Nation (the "Nation") who are or may become eligible for such foster care and adoption assistance payments; and

WHEREAS, the Nation maintains jurisdiction, custody, and supervision over certain children within the Nation; and

WHEREAS, the State and the Nation recognize that Navajo children are citizens of the State and further recognize the need to coordinate their efforts with respect to these children to ensure that the Title IV-E payments and care is in accordance with the federal standards set forth in Title IV-E; and

WHEREAS, the State is empowered to enter into cooperative agreements with Indian Nations pursuant to the Intergovernmental Agreement A.R.S. §11-951 et. seq.; and

WHEREAS, the Nation as a sovereign government, has the inherent authority to enter into this agreement with the State; and

WHEREAS, consistent with the Government-to-Government Policy provisions under the Intergovernmental Agreement entered into by the State and the Nation the interactions between the State and the Nation are predicated on a government-to-government relationship and carried forward in a spirit of cooperation, coordination, communication, and good will;

THEREFORE, the parties agree to abide by all the terms and conditions set forth in this Contract.

FOR AND ON BEHALF OF THE ARIZONA
DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE NAVAJO
NATION

SIGNATURE 	SIGNATURE
TYPED NAME TRACY L. WAREING	TYPED NAME JOE SHIRLEY, JR.
TITLE DIRECTOR, ADES	TITLE PRESIDENT, NAVAJO NATION
DATE	DATE

Contract I.D. No. DE071022

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

THIS CONTRACT HAS BEEN REVIEWED IN ACCORDANCE WITH
THE NAVAJO NATION CODE

By:
Assistant Attorney General

By:
Attorney General

Date: 11/30/06

Date: 12/23/06

1.0 PURPOSE:

This IGA is for the purpose of DES contracting with the Nation to comply with the Title IV-E of the Social Security Act (Public Law 96-272 and Public Law 105-89) and for the Nation to obtain federal reimbursement for allowable expenses.

The Nation and DES agree that the Nation shall obtain federal reimbursement for its children and family programs and the Title IV-E funds obtained under this IGA shall be used to supplement existing program funds and shall not be used to supplant those funds. In addition, the Nation and DES agrees to engage in this IGA as a means to further enhance working relationships between the Nation and DES to benefit Arizona's Indian children in the areas of safety, permanency, child and family well-being, which are consistent with the federal child welfare goals and guidelines.

2.0. DEFINITIONS:

1. (The) ACT: The Social Security Act, as amended. Public Law 96-272 amended the Social Security Act in 1980 by introducing Title IV-E. Public Law 105-89 amended the Social Security Act in 1997 by amending Title IV-E.
2. ARIZONA DEPARTMENT OF ECONOMIC SECURITY (DES): The Arizona state agency responsible for administering the Title IV-E State Plan.
3. CHILDS (CHILDREN'S INFORMATION LIBRARY AND DATA SOURCE): Is the Division of Children, Youth and Families' automated child welfare record keeping system. The CHILDS case management information system is a repository of all reports of child abuse and neglect and related records and identifies statistical data relating directly to Child Protective Services. (ARS 8-804.01)
4. U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (U.S. DHHS): The federal agency responsible for administering Title IV-E of the Social Security Act.
5. FEDERAL FINANCIAL PARTICIPATION (FFP): The federal share of foster care provided by the U.S. DHHS on behalf of a Title IV-E eligible foster child.
6. NON-TITLE IV-E MATCH: The portion of an expenditure not reimbursed through federal financial participation. Title IV-E requires a non-federal match. Funds through P.L. 93-638 may be used, as allowable under governing federal laws and regulations.
7. FOSTER CARE: A service which, for a planned period of time, provides out of home care in a State or Tribally-licensed foster care facility such as: emergency shelter, receiving home, foster home, child rearing institution, residential treatment facility, or the home of an extended family member.
8. NAVAJO DIVISION OF SOCIAL SERVICES (NDSS): A social service agency under the auspices of the Nation's government.
9. NAVAJO NATION: The Navajo Nation Tribal Government.
10. TRIBAL MEMBER: A person who is eligible for or an enrolled member of a federally recognized Tribe.
11. NON-TRIBAL MEMBER: A person who is not enrolled or not eligible for Tribal membership in a Federally recognized Tribe.
12. PARTIES: The parties to this IGA are the Nation and DES.
13. STATE/NATION STRUCTURE AND FUNCTION: DES and/or the Nation have available upon request an organizational chart of DES and/or the Nation, and a

description of the functions of each organization unit as it relates to the administration and supervision of the Title IV-E foster care program.

14. **TITLE IV-E (OF THE SOCIAL SECURITY ACT):** As introduced by Public Law 96-272, entitled "The Adoption Assistance and Child Welfare Act of 1980", and as amended by Public Law 105-89 entitled "The Adoption and Safe Families Act" Title IV-E replaced the Aid to Families with Dependent Children Foster Care program previously administered through Title IV-A of the Social Security Act.
15. **VOLUNTARY FOSTER PLACEMENT AGREEMENT:** A written agreement between the NDSS and the parent(s) for a voluntary foster care placement that is not to exceed 180 consecutive days. The agreement outlines the rights and duties of the NDSS and the parent(s) of the child in out-of-home care, as well as the circumstances under which a voluntary placement may be revoked.
16. **VOLUNTARY FOSTER PLACEMENT:** The temporary foster care placement under a voluntary agreement between the NDSS and the parent(s) of a child in out-of-home care, as authorized by the Nation's policy.

3.0 TITLE IV-E ELIGIBILITY CRITERIA (45 CFR 1356 AND 1357 AND SOCIAL SECURITY ACT, TITLE IV, PART E, SECTION 472)

1. The Nation is responsible for providing DES with the financial and non-financial information required for an initial eligibility determination for each child under Title IV-E, including information required for the federally mandated Adoption and Foster Care Analysis and Reporting System (AFCARS). The information will be transferred from the Nation to DES through CHILDS and/or by other methods as necessary, to ensure compliance with the Title IV-E Program.
2. DES is responsible for providing the Nation with an approved or denied initial eligibility disposition for each child within forty-five (45) days of receipt of the information provided in Section 3.0. 1. DES will use CHILDS, fax, e-mail or telephone to report and to request any necessary additional information.
3. The Nation is responsible for providing DES with the financial and non-financial information required for the re-determination of eligibility under Title IV-E, including information required for the federally mandated Adoption and Foster Care Analysis and Reporting System. This information is required six (6) months after the initial determination date and at any time the circumstances change regarding the child's continued Title IV-E eligibility. The information will be transferred from the Nation to DES through CHILDS and/or by other methods as necessary, to ensure compliance with the Title IV-E Program.
4. DES is responsible for providing the Nation with a disposition for continuing and/or terminating Title IV-E eligibility within forty-five (45) days of receipt of the information provided in Section 3.0. 3. DES will use CHILDS, fax, e-mail or telephone to report and to request any necessary additional information.
5. While the Nation pilots the Title IV-E Program in its Kayenta Office, DES shall complete eligibility determinations on the applications submitted by the Nation. When the Nation expands the use of the Title IV-E Program to include other Arizona offices or areas, the Nation shall provide the non-Title IV-E funding for personnel costs associated with the eligibility determination performed on behalf of the Nation's children.
6. **DESIGNATION AND AUTHORITY OF NATION:** The Nation administers programs and services to eligible Tribal and Non-Tribal members. It is duly authorized to execute

and administer agreements under the Navajo Nation as authorized by its inherent authority as a Sovereign.

4.0 ELIGIBLE MAINTENANCE PAYMENT REIMBURSEMENT

1. The Nation will be responsible for payment of foster care maintenance to licensed foster care providers and DES will reimburse the Federal share of foster care maintenance expenditures allowable under Title IV Part E. Section 472 of the Act [42 U.S.C. 672].
2. Allowable foster care maintenance payments for an eligible child in foster care may cover:
 - A. the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school uniforms and supplies, a child's personal incidentals, a child's special events gifts, liability insurance with respect to the child, reasonable travel to the child's home for visitation; and
 - B. in the case of institutional care, the reasonable costs of administration and operation of such institution as are necessarily required to provide the items noted in Section 4.0.2.A; and
 - C. in the case of working foster parents, day care for a young, disabled, or sick child during the day.
3. Foster care maintenance payments are made only on behalf of an eligible child who is:
 - A. in the licensed foster family home of an individual, whether the payments are made to such individual or to a public or private child placement or child care agency; or
 - B. in a licensed child care institution, whether the payments are made to such institution or to a public or private child placement agency.
4. Foster care payments are made for care of eligible children in licensed foster family homes, private child care institutions, or public non-profit child care institutions accommodating no more than twenty-five (25) children, which are licensed by either Tribal or State Authority. Title IV Part E Section 472 (c) of the Act [42 U.S.C. 672].
5. Foster care maintenance payments for a Title IV-E eligible minor parent may include the cost of care for the minor parent's child if such child is in the minor parent's custody and resides with the minor parent in foster care.

5.0 TITLE IV-E ADMINISTRATION FOR FOSTER CARE PROGRAM

Federal matching funds (based on Federal Cost Allocation principles) will be made available for reimbursement of allowable administrative expenditures necessary for the proper and efficient administration of the Title IV-E foster care and adoption program. The following are examples of potentially allowable administration costs:

1. Referral to services;
2. Preparation for and participation in judicial determinations (45 CFR 1356.60 (c)(2)(ii)) are limited to the preparation of reports to the court and participation in court proceedings by State or local agency casework or casework supervisory personnel.
3. Placement of the child;
4. Development of the case plan;
5. Case reviews;
6. Case management and supervision;
7. Recruitment and licensing of foster homes and institutions, including the cost of home

- studies and criminal records checks;
- 8. Rate setting; and,
- 9. A proportionate share of related agency overhead.

Allowable administrative costs do not include the costs of social services provided to the child, the child's family or foster family which provides counseling or treatment to ameliorate or remedy personal problems, behaviors or home conditions.

6.0 ELIGIBLE TRAINING REIMBURSEMENT

1. Federal matching funds are available for the short and long-term training of child welfare personnel employed by, or preparing for employment in, the Nation's child welfare agency in accordance with federal regulations. All training activities and costs allowable under Title IV-E shall be included in the Nation's Title IV-B Subpart 1 and 2 (Child Welfare Services and Promoting Safe and Stable Families) Five Year Plan as required under Title IV-E, and shall be cost allocated using a reasonable methodology.
2. Allowable training expenditures may include:
 - A. Initial in-service training to new employees providing direct service to Title IV-E children.
 - B. Salary, benefits and certain costs incurred by the trainer.
 - C. Travel and per diem of staff who attend foster care or adoption related workshops, conferences, seminars and in-service training.
 - D. Short and long-term training at educational institutions
3. DES will reimburse the Nation for the Federal share of training expenditures allowable under Title IV-E.
4. Current and prospective foster or adoptive parents and staff of licensed or approved child care institutions providing foster care to foster and adopted children receiving Title IV-E assistance shall be eligible for short-term training. FFP directly related to such training shall be limited to travel and per diem.

7.0 TRIBAL COURT

For a child to be Title IV-E eligible, the Tribal Court shall be responsible for making the following judicial findings:

1. Language to the effect that it is "Contrary to the Welfare" of the child to remain in the home, or that it is in the "Best Interest" of the child to be removed from the home must be in the first court order removing the child from the home. This finding must be child specific and contain details that are unique to the child's case.
2. DSS has made "Reasonable efforts" to prevent removal of the child from the home or to reunify the child with the family. This may be in the first order removing the child from the home, but must be in a court order no later than sixty (60) days after removal from home. This finding must be case specific and contain details of the efforts made to prevent removal.
3. Custody or placement and care responsibility "shall rest with NDSS" must be in a court order prior to any claim for Title IV-E maintenance reimbursement.

4. DSS has made reasonable efforts to address the permanency goal. This finding must be made at least every twelve (12) months the child is in care.
5. All judicial findings necessary for Title IV-E eligibility are child specific and contain details that are unique to the child's case.

8.0 VOLUNTARY FOSTER PLACEMENTS

1. Requirements for Voluntary Foster Placement: Foster care maintenance payments from Title IV-E federal funds shall be made in cases of voluntary foster care placement of an Indian child out of the home by or with the participation of the Nation only if:
 - A. The assistance of the Nation has been requested by the child's parents or legal guardian; and
 - B. There is a written voluntary placement agreement, binding on all parties to the agreement, which specifies at a minimum the legal status of the child and the rights and obligations of the parents or guardian(s), the child, and the Nation while the child is in placement.
2. Judicial Determination Required for Extension: Federal reimbursement may be claimed only for voluntary foster care maintenance expenditures made within the first 180 days after the date of the original foster care placement unless there is a judicial determination by the Tribal Court within the first 180 days of the date of placement to the effect that the continued out of home placement is in the best interest of the child.
3. Revocation of Voluntary Foster Placement: The Nation shall provide a uniform procedure or system for revocation by the parents or guardians of a voluntary foster placement agreement and return of the child.

9.0 STANDARDS FOR FOSTER FAMILY HOMES AND CHILD CARE INSTITUTIONS

The Nation will designate a Tribal authority or authorities that shall be responsible for establishing and maintaining standards for foster family homes and childcare institutions under the jurisdiction of the Nation. The licensing standards shall be reasonably in accord with recommended standards of national organizations concerned with standards for such institutions or home, including standards, related to admission policies, safety, sanitation, and protection of civil rights. The standards established shall be applied by the Nation to any foster family home or childcare institution receiving funds under Titles IV-E or IV-B. The denial, suspension or revocation of a license will be in compliance with the Nation's Foster Care Regulations. Criminal background checks are required as a condition for licensure in accordance with federal regulation (42 U.S.C. 671 (A)(20)).

10.0 REPORTING REQUIREMENTS

1. The Nation will submit reports to DES in the time frame, form and content required by DES and U.S. DHHS for compliance with Title IV-E. DES will provide a detailed description of the required time frame, form and content for these reports.
2. The Nation will comply with the provisions that DES or U.S. DHHS may find necessary to assure the accuracy of such reports.
3. DES will provide the Nation with a report of the Nation's current AFCARS errors by the 15TH of each month.
4. The Nation shall correct the AFCARS errors no later than the last day of each month in

which the error report was generated.

11.0 CASE PLAN REQUIREMENTS

To meet the case plan requirements of §471(a)(16), 475(1), and 475(5)(A) and (D) of the Act, the Nation has promulgated policies, programmatic rules, and instructions for use by the NDSS to determine the appropriateness of and necessity for the foster care placement of an eligible Indian child. The case plan for each eligible Indian Child must:

1. Be a written document that is a discrete part of the case record, in a format determined by the Nation, which is sent to the parents or guardian(s) of the foster child;
2. Be developed within a reasonable period, but no later than sixty (60) days from the removal date of the child;
3. Include a description of the services offered and the services provided to prevent removal of the child from the home and to reunify the family, including a description of the cultural appropriateness of such services;
4. Include a description of the type of home or institution in which the child is to be placed;
5. Include a discussion of the safety and the appropriateness (cultural and otherwise) of the placement and include a plan for assuring that the child receives safe and proper care;
6. Include a discussion of the services provided to the parent(s) in order to improve the conditions in the parent(s) home to facilitate the child's return to his or her own home, or for providing another permanent placement for the child;
7. Include a plan for assuring that services are provided to the child and foster parents in order to address the needs of the child while in foster care;
8. Where appropriate, for a child sixteen (16) years of age or older, include a written description of the programs and services that will help such child prepare for the transition from foster care to independent living;
9. In the case of a child whose permanency plan is adoption or placement in another permanent home, document the steps the NDSS program is taking to find an adoptive family or other permanent living arrangement for the child. At a minimum, such documentation shall include child specific recruitment efforts used by the NDSS program.
10. Discuss how the placement is designed to be the least restrictive setting available within close proximity to the home of the parents, and which is consistent with the best interest and special needs of the child;
11. If the child has been placed in a foster family home or child-care institution a substantial distance from the home of the parent(s), or in a different state, set forth the reasons why such placement is in the best interest of the child;
12. If the child has been placed in foster care in a different state from the child's parent(s), assure that an authorized caseworker of either state, visits the foster home or institution no less frequently than every twelve (12) months and submits a report on the visit to the NDSS program;
13. Assure that at the permanency hearing a determination is made as to whether an out-of-state placement continues to be appropriate and in the best interest of the child;
14. To the extent available and accessible, incorporate the health and education records of the child, including:
 - A. The names and addresses of the child's health and educational providers;
 - B. The child's grade level performance;
 - C. The child's school record;

- D. 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
 - E. A record of the child's immunizations;
 - F. The child's known medical problems;
 - G. The child's medications; and
 - H. Any other relevant health and education information concerning the child determined to be appropriate by NDSS.
15. Provide that a child's health and education (as described above) is reviewed and updated, and 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.

12.0 CASE REVIEW CRITERIA

The Nation shall implement a case review system that meets the requirements of §475(5) of the Act and assures that a case review of the status of each Eligible Indian Child who has been placed in foster care or another out-of-home arrangement will be made no less frequently than once every six (6) months by the Tribal Court in order to:

1. Review the placement and plan for assuring that the child receives safe and proper care;
2. Determine the continuing need for and appropriateness of the placement;
3. Determine the extent of compliance with the case plan;
4. Determine the extent of progress made toward alleviating or mitigating the causes necessitating the placement;
5. Project a likely date by which the child may be returned and safely maintained at home or placed for adoption or placed in another permanent living arrangement;
6. If the child is placed out of state, determine whether the out-of-state placement continues to be appropriate and in the best interest of the child; and
7. In the case of a child who has attained age sixteen (16), determine the services needed to assist the child to make the transition from foster care to independent living.

The Nation and DES recognize that the Nation will assume sole responsibility for conducting the case reviews required by the Agreement.

13.0 PROCEDURES FOR MAINTENANCE, ADMINISTRATIVE, AND TRAINING REIMBURSEMENT:

- I. The Nation will:
 - A. Maintain a hardcopy report of the required information as defined by DES for each foster care provider where an eligible child is placed. The information includes but is not limited to a copy of the current foster care license, name, address and contact person, etc.
 - B. Enter directly into CHILDS the foster care service authorization for each child the Nation is claiming Title IV-E maintenance reimbursement. The Nation's access in CHILDS will be limited to cases within the Nation's jurisdiction.
 - C. Verify on a monthly basis, the actual dates each eligible child was in placement at each foster care provider.
 - D. On a quarterly basis, the Nation shall submit to DES the eligible administrative and training expenditures for any reimbursement of administrative and training

expenditures requested under Title IV-E. This shall include the computable costs for the Nation and the allocable Title IV-E Share.

2. DES will:
 - A. Enter initial foster care provider information into CHILDS within forty- five (45) days of receipt of the complete provider information from the Nation.
 - B. Enter ongoing foster care provider information into CHILDS within ten (10) working days of receipt of the completed foster care provider information.
 - C. Submit to U.S. DHHS, on behalf of the Nation, a quarterly claim of actual Title IV-E reimbursable expenditures for the Nation's Title IV-E eligible cases.
 - D. Upon receipt of FFP reimbursement from U.S. DHHS for the Nation's Title IV-E claimed expenses, DES will reimburse the applicable federal share directly to the Nation no later thirty (30) days after DES receipt of the Nation's federal reimbursement.
 - E. Shall provide technical assistance to NDSS regarding all aspects of this agreement including but not limited to CHILDS, cost allocation, IV-E eligibility, time studies and cost pools.
3. The PARTIES agree that the Nation's expense funding used by the Nation can be either from non-federal or allowed federal funds permitted in the Indian Self-Determination Act of 1994 (PL 103-413), Indian Child Welfare Act of 1978, 25 U.S.C. Sections 450h(c) and 1931 and other applicable Federal Policies.

14.0 MONITORING:

The Nation shall allow DES to monitor Title IV-E social service and eligibility activities necessary to assure compliance with the applicable Title IV-E Federal Regulations.

15.0 NOTICES:

1. DES will provide written notice to the Nation of any change in policies, procedures, and claim methodology, including staff time study codes that may affect the Nation's compliance with provisions under this IGA. The Nation shall revise the policies and procedures that are impacted by these changes within the time frame required to meet Federal standards or requirements.
2. DES will invite and provide advance notice to the Nation to participate in DES sponsored staff training that may contribute to enhance the Nation's compliance with efforts in this IGA.
3. DES will address all notices to this IGA to:
Executive Director
Navajo Division of Social Services
P.O. Box 4590
Window Rock, Arizona 86515
Telephone (928) 871-6556 Fax (928) 871-6838

4. The Nation will address all notices to this IGA to:
Alice McLain, Contracts Manager
Arizona Department of Economic Security
Finance and Business Operations Administration
1789 West Jefferson, Third Floor SE – 940A
Phoenix, Arizona 85007
Telephone (602) 542-1901 Fax (602) 542-3330

16.0 DES TO BE HELD HARMLESS AND NATION CLAIM BILLING DOCUMENTATION:

1. The Nation agrees to hold DES harmless from the Nation's actions that may cause DES to be responsible for federal funds that are subject to a disallowance due to the Nation's actions under this IGA. If during the term of this IGA or any time subsequent, the federal government declares a disallowance of federal funds and withholds funds from DES because of the actions of the Nation in the performance of this IGA, the Nation shall be liable to DES for such monetary disallowance and shall compensate DES in the amount equal to federal funds lost to DES due to the Nation's actions. DES shall cooperate with the Nation in the defense of such action by providing or making available related records and documents and by permitting DES staff to provide technical assistance to the Nation in preparing appropriate party defense, but DES assumes no other liability for the defense of the disallowance.
2. The Nation assures that all expenses claimed to Title IV-E will be supported by documentation that will include copies of paid invoices, payroll records, time reports and approved methods for application of indirect expenses. The Nation further assures that all billing will be based on actual expenses incurred. DES will provide the Nation with the Quarterly Report of Expenditure and Estimates (Form ACF-IV-E-1).

17.0 SAFEGUARDING / MAINTAINING INFORMATION AND RECORDS RETENTION:

1. The Nation has safeguards restricting promulgated policy materials and instructions regarding the safeguarding, restriction of use or disclosure of confidential information concerning individuals assisted under the Title IV-E State Plan.
2. The Nation has promulgated policy materials and instructions regarding the safeguarding of information.
3. The Nation will maintain all records pertaining to Title IV-E eligibility for five (5) years after the last Federal payment is received for the Title IV-E reimbursed child.
4. The Nation will retain all data and other records relating to the performance of the Contract for a period of five (5) years after the completion of the Contract or longer if an active audit is proceeding for a specified fiscal year. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Nation shall produce a legible copy of any or all such records within forty-eight (48) hours of the request. The Nation shall make a duplicate copy of the file requested for their records. After approval is obtained from DES, the Nation shall destroy the case file as in accordance to the means of disposing of the records.

18.0 DISPUTE RESOLUTION:

The PARTIES agree to establish an administrative procedure for the timely and expeditious

resolution of any dispute that may arise over the provisions of this IGA.

19.0 PROGRAM ADMINISTRATION BY THE NATION:

The Nation will administer a program for foster care that meets all the applicable requirements of Title IV-E of the Act (as amended) that pertain to the Nation receiving Title IV-E funds. The Nation will comply with applicable federal and state statutes.

20.0 NON-AVAILABILITY OF FUNDS:

Every payment obligation of the PARTIES is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the PARTIES in the event this provision is exercised and the PARTIES shall not be obligated or liable for future payments or for any damages as a result of termination under this paragraph. In the event the Nation has no funds to administer the program the Nation will provide forty-five (45) days written notice to DES.

21.0 CANCELLATION FOR CONFLICT OF INTEREST:

Pursuant to A.R.S §38-511, the State, its political subdivisions or any department or agency of either may, within three (3) years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any persons significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any of the departments or agencies of either is, at any time while the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. A cancellation made pursuant to this provision shall be effective when the PARTIES receive written notice of the cancellation unless the notice specified a later time.

22.0 THIRD PARTY ANTITRUST VIOLATIONS:

The PARTIES assign to the State any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the PARTIES toward fulfillment of this Agreement.

23.0 NON-DISCRIMINATION:

The PARTIES agree to comply with applicable state and federal statutes and regulations concerning non-discrimination practices.

24.0 AMENDMENTS/TERMINATION:

Any change to this Agreement shall be carried out as follows:

1. A written amendment signed by both PARTIES shall be required for every standard

purpose listed below and for all other purposes except those listed in Paragraph B. of this Section.

- A. Whenever the term of this Agreement is extended, or whenever the term is reduced without terminating the Agreement.
 - B. For any other change in the terms and conditions of the Agreement.
2. Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Agreement. Non-material alterations that do not require a written amendment are as follows:
 - A. Change of address
 - B. Change in telephone number
 - C. Change in authorized signatory or his/her designee
 - D. Change in the name and/or address of the person to whom notices are to be sent.
 3. Either party may terminate this agreement and will provide forty-five (45) days written notice to the other party.

25.0 AUDIT:

Pursuant to A.R.S §35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

26.0 PERSONAL USE OF CONTRACTS PROHIBITED:

This Contract shall only be made available to the State, its agencies and members of its purchasing cooperative. Private individuals, government employees and public officials shall not be permitted to make purchases for personal or business use of this Contract (A.A.C. R2-7-204).

27.0 INDEMNIFICATION AND INSURANCE:

Each party is responsible for its own negligence. Contractor is insured under the federal tort claims act.

28.0 TERMS AND CONDITIONS:

The IGA shall become effective JULY 1, 2006, or upon execution by the PARTIES and filing with the Secretary of State, whichever occurs first, and shall remain in effect for five (5) years. This IGA shall be reviewed annually at a meeting of the parties or at any time at the written request of either PARTY. This IGA may be modified by the written consent of both PARTIES. Either of the PARTIES may terminate this IGA, upon 180 days written notice to the other PARTY. It is mutually agreed, however, that prior to the termination of this IGA, reasonable effort shall be made to discuss and salvage this IGA. Any costs incurred before termination shall be reimbursed. This IGA shall be governed and interpreted by the applicable laws of the State of Arizona. Nothing in this IGA shall be construed to supersede the requirements of the Indian Child Welfare Act (ICWA). Nothing herein shall be construed as a waiver, express or implied, of the Navajo Nation's Sovereign Immunity.