

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES  
DIVISION OF CHILD PROTECTION**

**Purchase of Services Agreement  
For Provider Services  
Between**

Sisseton Wahpeton Oyate  
Child Protection Program  
P.O. Box 509  
Agency Village, SD 57262

State of South Dakota  
Department of Social Services  
DIVISION OF CHILD PROTECTION  
700 Governors Drive  
Pierre, SD 57501-2291

Referred to as Provider

Referred to as State

The State hereby enters into a contract (the "Agreement" hereinafter) for procurement of goods or services. While performing services hereunder, Provider is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

1. PROVIDER'S South Dakota Vendor Number is **1203241302**.
2. PERIOD OF PERFORMANCE:
  - A. This Agreement shall be effective as of June 1, 2020 and shall end on May 31, 2021, unless sooner terminated pursuant to the terms hereof.
  - B. Agreement is exempt from the request for proposal process. \_\_\_\_\_
3. PROVISIONS:
  - A. The Purpose of this Provider contract:
    1. The following:
      - a) Provide Title IV-E foster care maintenance payments on behalf of children who are Title IV-E eligible under the custody of the Sisseton Wahpeton Oyate Tribal Court.
      - b) Provide Title IV-E Adoption Assistance payments on behalf of children who are Title IV-E eligible under the custody of the Sisseton Wahpeton Oyate Tribal Court.
      - c) Provide Title IV-E Guardianship Assistance Program payment on behalf of children who are Title IV-E eligible under the custody of the Sisseton Wahpeton Oyate Tribal Court.
      - d) Reimburse Sisseton Wahpeton Oyate Tribe the federal share for tribally incurred Title IV-E allowable administrative and training costs.
    2. Does this Agreement involve Protected Health Information (PHI)? YES ( X ) NO ( )  
If PHI is involved, a Business Associate Agreement must be attached and is fully incorporated herein as part of the Agreement (refer to attachment A) .
    3. The Provider will use state equipment, supplies or facilities.
  - B. The Provider agrees to perform the following services (add an attachment if needed):  
AFCARS collects case level information on all children in foster care for whom State and Tribal title IV-E agencies have responsibility for placement, care or supervision and on children who are adopted under

the auspices of the State and Tribal Title IV-E agency. A tribal child welfare agency that has a Title IV-E Agreement with the State, is required to enter and update specific case data in FACIS for all children who are determined to be Title IV-E eligible and under the placement, care and responsibility of the Tribal child welfare agency. The following data elements must be entered in FACIS on a regular basis:

- Caseworker Visits
- Case Plan- Goal
- Placements and Discharges within 30 Days
- Payments
- Client Basic – Demographics, Address and Medicaid
- AFCARS Diagnosed Conditions
- Legal
- Biological Parent Information
- Educational Assessment – Ensuring the documentation of child’s current school, whether child has an IEP/IFSP and all efforts made to maintain the child in the same school.
- Resource Compliance –Resources must have data showing a current license and complete demographics on each resource member.

**Caseworker visits are a federal requirement which is included in the State’s AFCARS data submission. Visits not entered into FACIS can be entered as late as September 30th for the current Federal Fiscal Year but missed visits can never be made up. The best practice is to have the visits each and every month and then have these visits entered in a timely fashion. If child(ren) enter care after the first of the month or leave care before the end of the month then the child does not need to be visited in that month. Only full months of placement need a visit and entry into FACIS.**

**The State will review FACIS on a monthly basis to assure case worker visits are occurring monthly, over half of the monthly visits are occurring in the residence of the child and all visits are documented on the Case Worker screens in FACIS in a timely manner. Written notice will be given to the tribe if the visits fall below 95% for that month. This written notice will continue for three consecutive months, but if after three months of non-compliance with the completion of these visit and their entry into FACIS, the child(ren) that have not been visited or entered will lose Title IV-E eligibility until the child is visited, the visit is entered into FACIS and an action plan is submitted outlining how compliance with this requirement will be monitored. When Title IV-E eligibility is closed for a child, the provider will not receive Title IV-E funding for the child’s placement costs until visits are made and the plan is submitted.**

#### **Title IV-E Eligibility**

**Refer to the attached Program Addendum (Attachment B) for specific requirements associated with this agreement. Included in Attachment B are reference and instruction for Attachment C: South Dakota PRTF Referral Form and Attachment D: Referral for Education Funding found on page 15-19 on the Program addendum.**

All Title IV-E determinations are made by a Central Reviewer in Child Protection Services State Office in Pierre, SD. The following documents/actions are needed for the reviewer to make a Title IV-E eligibility determination:

- The Temporary Emergency Custody court order must contain the following language to demonstrate the court has found the following:  
 “It is contrary to the welfare of the child to remain in the home.” “Reasonable and/or Active Efforts have been made to prevent removal from the home.”  
 If the first court order removing the child does not contain this language “It is contrary to the welfare of the child to remain in the home.”, the child is ineligible for Title IV-E for the duration for the foster care episode. The “Reasonable and/or Active Efforts have been made to prevent removal from the home.” court finding must be made no later than 60 days from the date of removal or the child is ineligible for Title IV-E for the duration for the foster care episode. It is recommended that the “Reasonable and/or Active Efforts” language be in the first order removing the child to assure eligibility requirements are met.

**DSS Purchase Order # 21SC086309  
Provider Contract # 21-0842-309**

- The child must be physically removed from the home and placed in a licensed foster home or group care center for minors and remain in care under the responsibility of a tribal child placement agency.
- In order to utilize Title IV-E as payment for placement costs, the family foster home, child placement agency or group care center for minors, must be fully licensed with documentation to demonstrate compliance with safety considerations such as criminal background checks, central registry screenings and sex offender registry checks. Specifically:
  1. Central Registry screening for anyone in the household 10 years of age or older.
  2. Criminal background check for anyone living in the home that is 18 years of age or older. This includes completing criminal background checks on those members of the household who have turned 18 since the initial and/or renewal licenses were issued.
    - a. Fingerprint based criminal record check completed by the Division of Criminal Investigation (DCI) which results in documentation (either a letter from the DCI, or a copy of the rap sheet) indicating there is no criminal history that would prevent the individual from being licensed.
    - b. Fingerprint based criminal record check completed by the FBI which results in documentation (either a letter from the FBI, or a copy of the rap sheet) indicating there is no criminal history that would prevent the individual from being licensed.
    - c. Sex Offender Registry conducted on anyone 15 years of age or older in the household. While not required for federal reviews, it is a state law and should be in the licensing files.  
(SDCL: 26-6-14.11.)
- IV-E Hypothetical Application – The application needs to be completed. If there are areas that cannot be answered completely then make a notation that every effort was exhausted to find the information and it could not be found.
- "PERMANENCY HEARING" shall mean the permanency hearing required by Title IV-E of the Social Security Act for participation in the foster care maintenance program 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 during the continuance of foster care, including voluntary foster care placements.
 

During a permanency hearing the court must find that "Reasonable and/or Active Efforts have been made to achieve the child's permanent plan (reunification, placement with relatives, guardianship, adoption, transition to adulthood)". The court order should also contain information about the type of efforts that have been made to achieve the permanent plan. If the Permanency Hearing is not held within 12 months and the court order does not contain the language stated above, the child becomes ineligible for Title IV-E funding until a Permanency Hearing is held and a proper court order submitted. Funding for placement cost during this period of ineligibility is the responsibility of the tribe.
- Before placement of a youth in any Group Care Center for Minors, either in state or out of state, prior approval is needed if seeking Title IV-E funding as a payment source for the placement. Verification of licensure of the Group Care Center for Minors must be obtained, as well as a determination to see if the State has a contract with the Center. Failure to do so may result in loss of maintenance payments for the youth's placement during the period of time when eligibility is being determined. Contact the ICWA Program Specialist at Child Protection Services State Office in Pierre, SD for prior approval.

**DSS Purchase Order # 21SC086309  
Provider Contract # 21-0842-309**

- Before Title IV-E maintenance payments can be made for a Title IV-E eligible child placed in another state, the Tribal program must submit an ICPC packet (**See Attachment E**) to the Division of Child Protection Services so approval for placement can be determined by the receiving state. Once approval is granted through an approved ICPC 100-A, Title IV-E maintenance payments can be made using the approval dates as the first date of Title IV-E payment. Title IVE maintenance payments can only be used for licensed foster homes, group care centers for minors and shelter care facilities.

**Title IV-E Administrative and Training Costs**

To access the administrative and training expenditures allowable under Title IV-E reimbursement, the provider agrees to:

- Complete time studies on a quarterly basis in order to capture the daily Title IV-E activities completed by staff during the assigned time study month if the provider chooses to submit claims for reimbursement of Title IV-E administrative activities.
- Document all training activities eligible for Title IV-E training reimbursement to include date of training, location of training, title of training session, staff attending the training, hours of training of the training session and expenses incurred for instructor and staff in terms of mileage, meals and lodging.
- Prepare and submit claims for allowable Title IV-E administrative costs on a quarterly basis after the completion of each quarter, preferably in the quarter preceding the completion of the most recent quarter. Quarterly claims must be submitted no later than two years from the quarter in which the administrative expenses were incurred. If a Title IV-E administrative claim is not received by the State within the two year period from the date the expenses were incurred, the State will not reimburse the incurred expense. This is in accordance with Section 1132 of the Social Security Act and Federal regulations at 45 CFR Part 95 Subpart A. Title IV-E administrative claims must be submitted to the State for submission to the Administration of Children and Families within 2 years of the last day of the fiscal quarter in which expenditures were made.

The State agrees to:

**Title IV-E Eligibility and Monitoring**

- Provide a process for the determination of all Title IV-E eligibility for children who are under the jurisdiction of the Sisseton Wahpeton Oyate Tribal Court.
- Conduct random sampling for case reviews of eligible Title IV-E children and licensing files receiving Title IV-E foster care maintenance payments on a twice a year basis for monitoring of compliance with requirements.

**Title IV-E Guardianship Assistance Payments**

- "GUARDIANSHIP ASSISTANCE PROGRAM" (GAP) refers to a federally supported program for children in kinship foster care. The program provides financial assistance through Title IV-E to related licensed caregivers who assume legal guardianship of children formerly under their care as foster children. As the legal guardian, the relative is responsible for the day-to-day care and supervision of the children and makes all the necessary decisions related to the children's health, education, discipline, and upbringing. The Tribal agency/court would no longer have legal custody of the child and a check on the child and family once per year to verify that the child is still residing with the guardian is required. GAP provides relative guardians a monthly Title IV-E maintenance payment that is comparable to the children's foster care rate or no less than what the guardians would receive if they adopted the child.

**Title IV-E Reimbursements**

- Provide funding for foster care maintenance payments under the Title IV-E program on a monthly basis.
  - Will establish a protocol for accessing Federal Title IV-E reimbursement for allowable provider incurred administrative and training expenditures and for meeting requirements associated with those funds under Title IV-E for eligible children of the Sisseton Wahpeton Oyate Reservation; Refer to Program Addendum for Title IV-E Eligibility Requirements.
- C. The TOTAL CONTRACT AMOUNT will not exceed \$ 257,884.00 which includes \$217,884.00 for personal services and operating expenses and \$40,000.00 for reimbursement of Title IV-E allowable administrative and training claims.

The payment for personal services and operations expenses will be billed monthly in the amount of \$18,157.00.

Payment will be in accordance with SDCL 5-26

D. BASIS OF AGREEMENT AMOUNTS:

The rate and amount for services purchased have been determined on the following basis:

- Reimbursement to Provider for children determined to be Title IV-E eligible and meets funding requirements for Title IV-E funding. Monthly IV-E payments for eligible children are based on the daily rate for basic, specialized, treatment and emergency foster care and for group care that are established by the State.

Federal Title IV-E dollars will be matched by the State for IV-E eligible children in a licensed foster home or facility, except for a psychiatric residential treatment facility. (See Attachment F Fiscal Year 2021 Rate)

- Provider requests for additional funding must be submitted to the State prior to June 30 of each contract year for consideration. A detailed justification for the funding request must be included. Funding requests are subject to the budgetary and approval process for the Department of Social Services.
- Federal matching funds based on federal cost allocation principles will be made available for reimbursement of allowable administrative and training expenditures necessary for the proper and efficient administration of the Title IV-E foster care and adoption assistance program based on time studies completed by the Provider and documentation of administrative costs submitted to the State on a quarterly basis. The Provider will provide non-federal matching funds for any Federal Title IV-E dollars requested for Title IV-E Administrative Claim at a 50% match rate and for training claims at a 75% match rate.

4. BILLING:

Provider agrees to submit a bill for services within (30) days following the month in which services were provided. Provider will prepare and submit a monthly bill for services. Provider agrees to submit a final bill within 30 days of the Agreement end date to receive payment for completed services. If a final bill cannot be submitted in 30 days, then a written request for extension of time and explanation must be provided to the State.

An exception to this is when a provider is waiting for program/funding eligibility determination and billing cannot be made within 30 days. Valid adjustments and/or voiding of claims can continue to occur past the 30-day timeframe.

**DSS Purchase Order # 21SC086309**  
**Provider Contract # 21-0842-309**

Prepare and submit claims for allowable Title IV-E bill administrative costs on a quarterly basis after the completion of each quarter, preferably in the quarter preceding the completion of the most recent quarter. Quarterly claims must be submitted no later than two years from the quarter in which the administrative expenses were incurred. If a Title IV-E administrative claim is not received by the State within the two year period from the date the expenses were incurred, the State will not reimburse the incurred expense. This is in accordance with Section 1132 of the Social Security Act and Federal regulations at 45 CFR Part 95 Subpart A. Title IV-E administrative claims must be submitted to the State for submission to the Administration of Children and Families within 2 years of the last day of the fiscal quarter in which expenditures were made.

5. **TECHNICAL ASSISTANCE:**

The State agrees to provide technical assistance regarding Department of Social Services rules, regulations and policies to the Provider and to assist in the correction of problem areas identified by the State's monitoring activities.

6. **LICENSING AND STANDARD COMPLIANCE:**

The Provider agrees to comply in full with all licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance in which the service and/or care is provided for the duration of this Agreement. The Provider will maintain effective internal controls in managing the federal award. Liability resulting from noncompliance with licensing and other standards required by Federal, State, County, City or Tribal statute, regulation or ordinance or through the Provider's failure to ensure the safety of all individuals served is assumed entirely by the Provider.

7. **ASSURANCE REQUIREMENTS:**

The Provider agrees to abide by all applicable provisions of the following: Byrd Anti Lobbying Amendment (31 USC 1352), Executive orders 12549 and 12689 (Debarment and Suspension), Drug-Free Workplace, Executive Order 11246 Equal Employment Opportunity, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, Drug Abuse Office and Treatment Act of 1972, Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Age Discrimination Act of 1975, , Pro-Children Act of 1994, Hatch Act, Health Insurance Portability and Accountability Act (HIPAA) of 1996 as amended, Clean Air Act, Federal Water Pollution Control Act, Charitable Choice Provisions and Regulations, Equal Treatment for Faith-Based Religions at Title 28 Code of Federal Regulations Part 38, the Violence Against Women Reauthorization Act of 2013 and American Recovery and Reinvestment Act of 2009, as applicable; and any other nondiscrimination provision in the specific statute(s) under which application for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply to the award.

8. **RESTRICTION OF BOYCOTT OF ISRAEL:**

Pursuant Executive Order 2020-01 for contractors, vendors, supplies, or subcontracts with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more - by signing this contract, the Provider certifies and agrees that it has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit any commercial relations as related to the subject matter of the contract with any person or entity that is either the State of Israel, a company doing business in or with Israel, or a company authorized by, licensed by, or organized under the laws of the State of Israel to do business, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State of South Dakota to terminate this contract. The Provider further agrees to provide immediate written notice to the State of South Dakota if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

**DSS Purchase Order # 21SC086309**  
**Provider Contract # 21-0842-309**

**9. RETENTION AND INSPECTION OF RECORDS:**

The Provider agrees to maintain or supervise the maintenance of records necessary for the proper and efficient operation of the program, including records and documents regarding applications, determination of eligibility (when applicable), the provision of services, administrative costs, statistical, fiscal, other records, and information necessary for reporting and accountability required by the State. The Provider shall retain such records for a period of six years from the date of submission of the final expenditure report. If such records are under pending audit, the Provider agrees to hold such records for a longer period upon notification from the State. The State, through any authorized representative, will have access to and the right to examine and copy all records, books, papers or documents related to services rendered under this Agreement. State Proprietary Information retained in Provider's secondary and backup systems will remain fully subject to the obligations of confidentiality stated herein until such information is erased or destroyed in accordance with Provider's established record retention policies.

All payments to the Provider by the State are subject to site review and audit as prescribed and carried out by the State. Any over payment of this Agreement shall be returned to the State within thirty days after written notification to the Provider.

**10. WORK PRODUCT:**

Provider hereby acknowledges and agrees that all reports, plans, specifications, technical data, drawings, software system programs and documentation, procedures, files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, State Proprietary Information, as defined in the Confidentiality of Information paragraph herein, state data, end user data, Protected Health Information as defined in 45 CFR 160.103, and all information contained therein provided to the State by the Provider in connection with its performance of service under this Agreement shall belong to and is the property of the State and will not be used in any way by the Provider without the written consent of the State.

Paper, reports, forms, software programs, source code(s) and other materials which are a part of the work under this Agreement will not be copyrighted without written approval of the State. In the unlikely event that any copyright does not fully belong to the State, the State nonetheless reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and otherwise use, and to authorize others to use, any such work for government purposes.

Provider agrees to return all information received from the State to State's custody upon the end of the term of this Agreement, unless otherwise agreed in a writing signed by both parties.

**11. TERMINATION:**

This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Provider breaches any of the terms or conditions hereof, this Agreement may be terminated by the State for cause at any time, with or without notice. Upon termination of this Agreement, all accounts and payments shall be processed according to financial arrangements set forth herein for services rendered to date of termination.

**12. FUNDING:**

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of the law or federal funds reduction, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

**13. ASSIGNMENT AND AMENDMENTS:**

This Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part hereof, and be signed by an authorized representative of each of the parties hereto.

**DSS Purchase Order # 21SC086309  
Provider Contract # 21-0842-309**

**14. CONTROLLING LAW:**

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota, without regard to any conflicts of law principles, decisional law, or statutory provision which would require or permit the application of another jurisdiction's substantive law. Venue for any lawsuit pertaining to or affecting this Agreement shall be resolved in the Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

**15. SUPERCESSION:**

All prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

**16. IT STANDARDS:**

Any software or hardware provided under this Agreement will comply with state standards which can be found at <http://bit.sd.gov/standards/>.

**17. SEVERABILITY:**

In the event that any provision of this Agreement shall be held unenforceable or invalid by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, which shall remain in full force and effect.

**18. NOTICE:**

Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to the Division being contracted with on behalf of the State, and by the Provider, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

**19. SUBCONTRACTORS:**

The Provider may not use subcontractors to perform the services described herein without express prior written consent from the State. The State reserves the right to reject any person from the Agreement presenting insufficient skills or inappropriate behavior.

The Provider will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of this Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with this Agreement. The Provider will cause its subcontractors, agents, and employees to comply with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance. The State, at its option, may require the vetting of any subcontractors. The Provider is required to assist in this process as needed.

**20. STATE'S RIGHT TO REJECT:**

The State reserves the right to reject any person or entity from performing the work or services contemplated by this Agreement, who present insufficient skills or inappropriate behavior.

**21. HOLD HARMLESS:**

The Provider agrees to hold harmless and indemnify the State of South Dakota, its officers, agents and employees, from and against any and all actions, suits, damages, liability or other proceedings which may arise as the result of performing services hereunder. This section does not require the Provider to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.



**DSS Purchase Order # 21SC086309  
Provider Contract # 21-0842-309**

**22. INSURANCE:**

Before beginning work under this Agreement, Provider shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement. The Provider, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits listed below. In the event a substantial change in insurance, issuance of a new policy, cancellation or nonrenewal of the policy, the Provider agrees to provide immediate notice to the State and provide a new certificate of insurance showing continuous coverage in the amounts required. Provider shall furnish copies of insurance policies if requested by the State.

**A. Commercial General Liability Insurance:**

Provider shall maintain occurrence-based commercial general liability insurance or an equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two times the occurrence limit.

**B. Business Automobile Liability Insurance:**

Provider shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$500,000 for each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

**C. Worker's Compensation Insurance:**

Provider shall procure and maintain Workers' Compensation and employers' liability insurance as required by South Dakota law.

**D. Professional Liability Insurance:**

Provider agrees to procure and maintain professional liability insurance with a limit not less than \$1,000,000.

(Medical Health Professional shall maintain current general professional liability insurance with a limit of not less than one million dollars for each occurrence and three million dollars in the aggregate. Such insurance shall include South Dakota state employees as additional insureds in the event a claim, lawsuit, or other proceeding is filed against a state employee as a result of the services provided pursuant to this Agreement. If insurance provided by Medical Health Professional is provided on a claim made basis, then Medical Health Professional shall provide "tail" coverage for a period of five years after the termination of coverage.)

**23. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:**

Provider certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the federal government or any state or local government department or agency. Provider further agrees that it will immediately notify the State if during the term of this Agreement either it or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.

**24. CONFLICT OF INTEREST:**

Provider agrees to establish safeguards to prohibit employees or other persons from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain as contemplated by SDCL 5-18A-17 through 5-18A-17.6. Any potential conflict of interest must be disclosed in writing. In the event of a conflict of interest, the Provider expressly agrees to be bound by the conflict resolution process set forth in SDCL 5-18A-17 through 5-18A-17.6.

**25. CONFIDENTIALITY OF INFORMATION:**

For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Provider by the State. Provider acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State

**DSS Purchase Order # 21SC086309**  
**Provider Contract # 21-0842-309**

officer or employee with authority to authorize the disclosure. Provider shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this Agreement; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this Agreement; (iii) make State Proprietary Information available to any of its employees, officers, agents or providers except those who have agreed to obligations of confidentiality at least as strict as those set out in this Agreement and who have a need to know such information. Provider is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Provider shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Provider; (ii) was known to Provider without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Provider without the benefit or influence of the State's information; (v) becomes known to Provider without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Provider understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the Agreement except as required by applicable law or as necessary to carry out the terms of the Agreement or to enforce that party's rights under this Agreement. Provider acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this Agreement for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Provider will be required to undergo investigation.

**26. REPORTING PROVISION:**

Provider agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury to any person or property, or which may otherwise subject Provider, or the State of South Dakota or its officers, agents or employees to liability. Provider shall report any such event to the State immediately upon discovery.

Provider's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Provider's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Provider to report any event to law enforcement or other entities under the requirements of any applicable law.

**27. COST REPORTING REQUIREMENTS:**

The Provider agrees to submit a cost report in the format required by the State, and is due four months following the end of the Provider's fiscal year.

or

No reporting is required.


28. AUTHORIZED SIGNATURES:

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

DocuSigned by:  
  
984ABF4CE29040A...  
10/26/2020  
Date  
Provider Signature

Delbert Hopkins Jr.  
Provider Printed Name

DocuSigned by:  
  
456BD4B3B0C740C...  
10/26/2020  
Date  
State - DSS Division Director

DocuSigned by:  
  
DBC51645B8F443C...  
10/30/2020  
Date  
State - DSS Chief Financial Officer Laurie Mikkonen

**DSS Purchase Order # 21SC086309**  
**Provider Contract # 21-0842-309**

## State Agency Coding:

CFDA #	_____	_____	_____	_____
Company	<u>2004</u>	<u>1000</u>	<u>2004</u>	_____
Account	<u>52060100</u>	<u>52060100</u>	<u>12611600</u>	_____
Center Req	<u>0842240</u>	<u>0842240</u>	<u>08422100</u>	_____
Center User	<u>002Q1</u>	<u>002Q1</u>	<u>F0701</u>	_____
Dollar Total	<u>\$95,869.00</u>	<u>\$122,015.00</u>	<u>\$40,000.00</u>	_____

DSS Program Contact Person Joseph Ashley  
 Phone 605 773-3227

DSS Fiscal Contact Person Contract Accountant  
 Phone 605 773-3586

Provider Program Contact Person Delbert Hopkins Jr.  
 Phone 605 698-3911

Provider Program Email Address Chairman@swo-nsn.gov

Provider Fiscal Contact Person Deborah Divine  
 Phone 605 698-3992

Provider Fiscal Email Address deborah.d@swo-nsn.gov

STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES

Attachment A

Business Associate Agreement

1. Definitions

General definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- (a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Provider, Consultant or entity contracting with the State of South Dakota as set forth more fully in the Agreement this Business Associate Agreement is attached.
- (b) CFR. "CFR" shall mean the Code of Federal Regulations.
- (c) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean South Dakota Department of Social Services.
- (d) Designated Record Set. "Designated Record Set" shall have the meaning given to such term in 45 CFR 164.501.
- (f) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164 (Subparts A, C, D and E). More specifically, the "Privacy Rule" shall mean the regulations codified at 45 CFR Part 160 and Part 164 (Subparts A and E), and the "Security Rule" shall mean the regulations codified at 45 CFR Part 160 and Part 164 (Subparts A and C).
- (g) Protected Health Information. "Protected Health Information" or "PHI" shall mean the term as defined in 45 C.F.R. §160.103, and is limited to the Protected Health Information received from, or received or created on behalf of Covered Entity by Business Associate pursuant to performance of the Services under the Agreement.

2. Obligations and Activities of Business Associate

Business Associate agrees to:

- (a) Not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law;
- (b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by the Agreement;
- (c) Report to covered entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware within five (5) business days of receiving knowledge of such Use, Disclosure, Breach, or Security Incident;
- (d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
- (e) Make available Protected Health Information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524. Business associate shall cooperate with covered entity to fulfill all requests by Individuals for access to the Individual's Protected Health Information that are approved by covered entity.

If business associate receives a request from an Individual for access to Protected Health Information, business associate shall forward such request to covered entity within ten (10) business days. Covered entity shall be solely responsible for determining the scope of Protected Health Information and Designated Record Set with respect to each request by an Individual for access to Protected Health Information;

- (f) Make any amendment(s) to Protected Health Information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526. Within ten (10) business days following any such amendment or other measure, business associate shall provide written notice to covered entity confirming that business associate has made such amendments or other measures and containing any such information as may be necessary for covered entity to provide adequate notice to the Individual in accordance with 45 CFR 164.526. Should business associate receive requests to amend Protected Health Information from an Individual, Business associate shall cooperate with covered entity to fulfill all requests by Individuals for such amendments to the Individual's Protected Health Information that are approved by covered entity. If business associate receives a request from an Individual to amend Protected Health Information, business associate shall forward such request to covered entity within ten (10) business days. Covered entity shall be solely responsible for determining whether to amend any Protected Health Information with respect to each request by an Individual for access to Protected Health Information;
- (g) Maintain and make available the information required to provide an accounting of Disclosures to the covered entities necessary to satisfy covered entity's obligations under 45 CFR 164.528. Business associate shall cooperate with covered entity to fulfill all requests by Individuals for access to an accounting of Disclosures that are approved by covered entity. If business associate receives a request from an Individual for an accounting of Disclosures, business associate shall immediately forward such request to covered entity. Covered entity shall be solely responsible for determining whether to release any account of Disclosures;
- (h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and
- (i) Make its internal practices, books, and records available to the covered entity and / or the Secretary of the United States Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

### **3. Permitted Uses and Disclosures by Business Associate**

- (a) Except as otherwise limited by this Agreement, Business Associate may make any uses and Disclosures of Protected Health Information necessary to perform its services to Covered Entity and otherwise meet its obligations under this Agreement, if such Use or Disclosure would not violate the Privacy Rule if done by the covered entity. All other Uses or Disclosure by Business Associate not authorized by this Agreement or by specific instruction of Covered Entity are prohibited.
- (b) The business associate is authorized to use Protected Health Information if the business associate de-identifies the information in accordance with 45 CFR 164.514(a)-(c). In order to de-identify any information, Business Associate must remove all information identifying the Individual including, but not limited to, the following: names, geographic subdivisions smaller than a state, all dates related to an Individual, all ages over the age of 89 (except such ages may be aggregated into a single category of age 90 or older), telephone numbers, fax numbers, electronic mail (email) addresses, medical record numbers, account numbers, certificate/ license numbers, vehicle identifiers and serial numbers (including license plate numbers, device identifiers and serial numbers), web universal resource locators (URLs), internet protocol (IP) address number, biometric identifiers (including finger and voice prints), full face photographic images (and any comparable images), any other unique identifying number, and any other characteristic or code.
- (c) Business associate may Use or Disclose Protected Health Information as Required by Law.
- (d) Business associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with covered entity's Minimum Necessary policies and procedures.
- (e) Business associate may not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific Uses and Disclosures set forth in (f) and (g).

(f) Business associate may Disclose Protected Health Information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the Disclosures are Required by Law.

(g) Business associate may provide Data Aggregation services relating to the Health Care Operations of the covered entity.

#### 4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

(a) Covered entity shall notify business associate of any limitation(s) in the Notice of Privacy Practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's Use or Disclosure of Protected Health Information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her Protected Health Information, to the extent that such changes may affect business associate's Use or Disclosure of Protected Health Information.

(c) Covered entity shall notify business associate of any restriction on the Use or Disclosure of Protected Health Information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's Use or Disclosure of Protected Health Information.

#### 5. Term and Termination

(a) Term. The Term of this Agreement shall be effective as of and shall terminate on the dates set forth in the primary Agreement this Business Associate Agreement is attached to or on the date the primary Agreement terminates, whichever is sooner.

(b) Termination for Cause. Business associate authorizes termination of this Agreement by covered entity, if covered entity determines business associate has violated a material term of the Agreement.

(c) Obligations of Business Associate Upon Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this agreement for any reason, business associate shall return or destroy all Protected Health Information received from, or created or received by business associate on behalf of covered entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that business associate determines that returning or destroying the Protected Health Information is infeasible, business associate shall provide to covered entity, within ten (10) business days, notification of the conditions that make return or destruction infeasible. Upon such determination, business associate shall extend the protections of this agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as business associate maintains such Protected Health Information.

(d) Survival. The obligations of business associate under this Section shall survive the termination of this Agreement.

#### 6. Miscellaneous

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

(b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

(d) Conflicts. In the event of a conflict in between the terms of this Business Associate Agreement and the Agreement to which it is attached, the terms of this Business Associate Agreement shall prevail to the extent such an interpretation ensures compliance with the HIPAA Rules.

## ATTACHMENT B

# PROGRAM ADDENDUM

### DEFINITIONS

The words and phrases listed below, as used in this Agreement, shall each have the following definitions:

- a) "(The) ACT" shall mean the Social Security Act.
- b) "AFCARS" shall mean the Adoption and Foster Care Analysis Reporting System, which includes 103 data elements required to be submitted to the federal government bi-annually from the state's automated child welfare information system.
- c) "ADOPTION ASSISTANCE" shall mean financial and/or medical assistance to adoptive families including Tribal custom [customary] adoptions to assist them with the costs associated with their adoptive child's needs.
- d) "ADOPTION ASSISTANCE BENEFITS" means all or any portion of the adoption assistance package of benefits, which include monthly payments, nonrecurring payment, special payments and medical assistance.
- e) "CRIMINAL BACKGROUND CHECKS" shall mean the criminal history inquiries required of all prospective foster and adoptive parents. *See page 18 for the description under the Social Security Act.*
- f) "CASE MANAGEMENT" shall mean services which help to create and support those tasks and activities that are required to meet the service needs of the child and/or the child's family.
- g) "CASE PLAN" shall mean the case plan required by Title IV-E of the Social Security Act for participation in the foster care program.
- h) "CASE REVIEW" shall mean the case review required by Title IV-E of the Social Security Act for participation in foster care program.
- i) "CHILD WELFARE SERVICES PROGRAM" shall mean SWOCP that meets the safety, permanency, and child/family well-being needs of the children under Tribal jurisdiction.
- j) "CUSTODY" shall mean the physical custody of the children under the Tribe's legal jurisdiction. Under this Program Agreement, the Tribe will have sole custody of the children as established by the Tribal court or in voluntary placement cases, under the Tribal Child welfare administration of the Tribe.
- k) "DHHS" shall mean the U.S. Department of Health and Human Services.
- l) "DSS/CPS" shall mean the South Dakota Department of Social Service/Division of Child Protection Services.
- m) "ELIGIBLE CHILD" means a child who:
  - 1) Meets the eligibility requirements either for foster care maintenance payments set forth in the Social Security Act, Title IV-E, Section 472 [42 U.S.C. section 672] or for adoption assistance



payments set forth in Social Security Act, Title IV-E, 673 [42 U.S.C. section 673], depending on the type of payments sought; and

- 2) Is under the jurisdiction of the Tribe.
- n) "FFP- FEDERAL FINANCIAL PARTICIPATION" shall mean those monies paid out under Title IV-E of the Social Security Act by the federal government for foster care and adoption assistance maintenance, administration, and training.
- o) "FOSTER CARE" shall mean the substitute care provided for a child who is removed by court order or a voluntary placement agreement from his or her home.
- p) "FOSTER CARE AND ADOPTION ADMINISTRATION EXPENDITURES" shall mean the costs incurred by SWOCPD for eligible Title IV-E expenditures for the administration of the foster care and adoption programs.
- q) "FOSTER CARE AND ADOPTION TRAINING EXPENDITURES" shall mean the costs incurred by the Tribe for eligible Title IV-E training expenditures for the foster care and adoption programs.
- r) "FOSTER CARE MAINTENANCE PAYMENT" shall mean payments made by the DSS/CPS to eligible foster care providers to meet the needs of the child or children receiving foster care from that provider.
- s) "GUARDIANSHIP" means a judicially created 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 parental rights with respect to the child: protection, education, care and control of the person, custody of the person and decision making. No legal monitoring of the guardianship by the Tribe Court is required, although SWOCPD may provide social services to the guardian or child. No state or IV-E funds are available once this guardianship is established.
- t) "GUARDIANSHIP ASSISTANCE PROGRAM" (GAP) refers to a federally supported program for children in kinship foster care. The program provides financial assistance through Title IV-E to related licensed caregivers who assume legal guardianship of children formerly under their care as foster children. As the legal guardian, the relative is responsible for the day-to-day care and supervision of the children and makes all the necessary decisions related to the children's health, education, discipline, and upbringing. The Tribal agency/court would no longer have legal custody of the child and a check on the child and family once per year to verify that the child is still residing with the guardian is required. GAP provides relative guardians a monthly Title IV-E maintenance payment that is comparable to the children's foster care rate or no less than what the guardians would receive if they adopted the child.
- u) "HEARINGS" shall mean any Tribal court review of the child's case plan.
- v) "JUDICIAL DETERMINATION" shall mean a determination made by a court of competent jurisdiction.
- w) "LEGAL JURISDICTION" shall mean that the child is under the authority of the Tribal court or in voluntary placement under the Tribe's child welfare agency.
- x) "PARTIES" shall mean the parties to this Program Agreement which are the State of South Dakota, Department of Social Services, Division of Child Protection Services and SWOCPD.
- y) "PENETRATION RATE" shall mean the proportion of Title IV-E eligible children within the total Tribal foster care population; this ratio is also referred to as the "Title IV-E penetration rate" and is used to calculate SWOCPD's administrative and training claims.

- z) "PERMANENCY HEARING" shall mean the permanency hearing required by Title IV-E of the Social Security Act for participation in the foster care maintenance program which must take place within 12 months of the date the child is considered to have entered foster care (as defined in Section 9.05), and not less frequently than every 12 months thereafter during the continuance of foster care, including voluntary foster care placements.
- aa) "REIMBURSEMENT FOR ADMINISTRATIVE COSTS" shall mean reimbursement for administrative costs incurred by SWOCPD based on the cost multiplied by the percent of children in foster care or adoption that are Title IV-E eligible multiplied by 50 percent FFP.
- bb) "REIMBURSEMENT FOR TRAINING COSTS" shall mean reimbursement for administrative training costs incurred by the Tribe based on the cost multiplied by the percent of children in foster care or adoption that are Title IV-E eligible multiplied by 75 percent FFP. However, SWOCPD's federally established indirect rate costs for training are based on the cost multiplied by the percent of children in foster care or adoption that are Title IV-E eligible multiplied by 50 percent FFP for the reimbursement claim.
- cc) "SWOCPD INDIRECT RATE" shall mean the federally established indirect rate (FEIR) negotiated between the federal government and SWOCPD. This FEIR rate is used in the calculation of SWOCPD's Title IV-E administrative and training reimbursement claim.
- dd) "TITLE IV-E" shall mean Title IV-Part E of the Social Security Act.
- ee) "TITLE IV-E STATE PLAN" shall mean the state plan developed by the State of South Dakota to comply with the requirements of Title IV-Part E of the Social Security Act.
- ff) "TRIBAL COURT" shall mean the Tribal Court of the Sisseton Wahpeton Oyate.
- gg) "TRIBE" shall mean the Sisseton Wahpeton Oyate.
- hh) "VOLUNTARY PLACEMENT AGREEMENT" shall mean a written agreement entered into by a parent of a child that voluntarily places care and custody of that child with the Tribe for foster care placement by SWOCPD.

#### **STATEMENT OF BASIC AGREEMENT**

For children under the legal jurisdiction of the Tribe and SWOCPD, DSS/CPS shall make Title IV-E foster care maintenance payments directly to eligible foster care providers based on the state's rate schedules for Title IV-E foster care maintenance. DSS/CPS shall also make any Title IV-E adoption assistance payments directly to the adoptive parent. DSS/CPS shall also make any Title IV-E Guardianship Assistance Program (GAP) payments to eligible related licensed caregivers who have assumed legal guardianship of children formerly under their care as foster children.

DSS/CPS is to reimburse SWOCPD the federal share for tribally incurred Title IV-E allowable administrative and training costs.

The terms and conditions of such payments are set out in the remainder of this Program Agreement.

#### **Designation of Authority of State and Tribe:**

- 1) The State of South Dakota, Department of Social Services, Division of Child Protection Services, is the designated agency to administer the Title IV-E program.
- 2) The Tribe hereinafter referred to as SWOCPD, will implement this Program Agreement.

**Title IV-E Foster Care Maintenance Funds to be Used When a Child is Eligible:**

SWOCP is eligible for Title IV-E federal financial participation when a child in foster care is under the legal jurisdiction of the Tribe. DSS/CPS shall make foster care maintenance payments to eligible foster care providers for such children. Foster care maintenance payments include the foster care basic rate, and may include the special rate and/or allowable maintenance payments per the Code of Federal Regulations, 42 CFR 1355, 1356, and 1357.

**Medical Coverage under Title XIX:** All qualified children who are eligible for Title IV-E retain their categorical eligibility under federal law for Title XIX Medicaid as stated in the state's Medicaid plan.

**Payments for Foster Care:** DSS/CPS shall reimburse placements providers (foster parents and group care centers for minors) for children who are IV-E eligible the cost of foster care maintenance payments according to the DSS/CPS rate schedule. Child Protection Services requires that a placement be established in FACIS within 5 working days. Foster care payments cannot be authorized until the placement is established in FACIS and the foster care home or facility is fully licensed. Reimbursement payment is determined by the original foster care placement date, not the date of data entry.

**Title IV-E Adoption Assistance:** DSS/CPS shall make adoption assistance payments to the adoptive parent for children eligible for Title IV-E Adoption Assistance.

**Title IV-E Guardianship Assistance Program (GAP):** DSS/CPS shall make GAP payment to the relatives taking legal guardianship of children who have been in licensed foster care with the relative.

**Title IV-E Administrative Funds 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. SWOCP shall submit for reimbursement the eligible administration expenditures on a quarterly basis.

The following are examples of allowable administrative costs:

- 1) Referral to services;
- 2) Preparation for and participation in judicial determinations;
- 3) Placement of the child;
- 4) Development of the case plan;
- 5) Case reviews;
- 6) Case management and supervision, including
  - Health and Safety visits;
  - Notification to parents of change in the foster placement for the child(ren);
  - Notification to the foster parents of court hearings;
  - Notification regarding any changes in visits with the child(ren).
- 7) Recruitment and licensing of foster homes and institutions, including the cost of home studies and criminal records checks;
- 8) A proportionate share of related agency overhead;
- 9) Foster care rate setting;
- 10) Management information system, and;

11) SWOCP's federally established indirect rate used in calculating the administrative and training reimbursement claim.

Allowable administrative costs do not include the costs of social services provided to the child, the child's family or foster family to ameliorate or remedy personal problems, behaviors or home conditions, since these are considered direct services.

**Title IV-E Training:** Federal matching funds are available for the short and long term training of child welfare personnel employed by or preparing for employment with SWOCP in accordance with federal regulations. All training activities and costs funded under Title IV-E shall be included in the Tribe's federal Child and Family Services Plan, or if the Tribe does not submit an annual Child and Family Services Plan to DHHS, then in SWOCP's training plan that is sent to DSS/CPS for inclusion in the state's annual Child and Family Services Plan. For training plans included in the state's Child and Family Services Plan, the state shall review the training plan to assure compliance with federal regulations. The training plan may be amended by SWOCP or the Tribe and sent to DSS/CPS anytime during the year. The Tribe or SWOCP shall submit for reimbursement of eligible training expenditures on a quarterly basis. Foster parents and staff of licensed or approved child care institutions providing foster care shall be eligible for short-term training at the initiation of or during their provision of care. FFP directly related to such training shall be limited to travel and per diem.

**Title IV-E Eligibility Determination:** DSS/CPS shall be responsible for determining eligibility for Title IV-E. SWOCP shall provide eligibility related information to DSS/CPS to assist DSS/CPS in determining Title IV-E eligibility as soon as possible after the child is placed in out of home care.

SWOCP will send a copy of the foster care license and documentation of criminal background checks and central registry screenings to the DSS/CPS contract monitor to assure that the foster home is licensed and has the required background checks for licensure.

**Limitation:** This Program Agreement is limited to children under the legal jurisdiction of the Tribe and shall not affect DSS/CPS's rights and responsibilities concerning children who are in DSS/CPS's care under the jurisdiction of the state court system.

#### **TERMS AND CONDITIONS REGARDING USE OF TITLE IV-E MONIES TO MAKE FOSTER CARE MAINTENANCE PAYMENTS**

SWOCP shall be responsible for submitting a Title IV-E application/information packet for each child in out of home care to DSS/CPS. DSS/CPS shall be responsible for the determination and ongoing re-determination of Title IV-E eligibility, fair hearings and appeals, rate setting and foster care maintenance payments for Title IV-E eligible children based upon the following terms and conditions:

**Availability of Federal Financial Participation (FFP):** FFP is available for each child:

- 1) who meet the requirements of section 406(a) or 407 of the Social Security Act (as in effect on July 16, 1996) but for his or her removal from the home of a relative specified in section 406(a):
  - a) was the result of judicial determination to the effect that continuation therein would be contrary to the welfare of such child and that Reasonable and/or Active Efforts have been made, prior to the placement of the child in foster care, to prevent or eliminate the need for removal of the child from their home and to make it possible for the child to return to his or her home (as defined in Section 9- Prevention and Reunification Services); or
  - b) occurred pursuant to a voluntary placement agreement entered into by the child's parent or legal guardian; and

- 2) whose placement and care in a foster family home or child care institution (as defined in section 472(c) of the Social Security Act) is the responsibility of SWOCP while this Agreement is in effect and who would have received the federally funded Aid to Families with Dependent Children (AFDC) under the State plan approved under section 402 of the Social Security Act (as in effect on July 16, 1996) in or for the month in which either a voluntary agreement was entered into or court proceedings leading to removal of the child from the home were initiated.
- 3) DSS/CPS shall re-determine the eligibility of each child every twelve months after the case is determined Title IV-E eligible. SWOCP shall complete and submit the on-going re-determination paperwork to DSS/CPS for a re-determination of eligibility. DSS/CPS shall give SWOCP at least 30 days written notice prior to the date that on-going redetermination paperwork is due.
- 4) For continued Title IV-E payment for each child, a judicial determination is required that Reasonable and/or Active Efforts have been made to finalize permanency within 12 months from the date the child is considered to have entered placement in foster care (original placement date) under the supervision of SWOCP. This judicial determination is required every 12 months thereafter until the permanency plan is finalized.

## **ELIGIBLE MAINTENANCE REIMBURSEMENTS**

**Types of Maintenance Payments:** Foster care maintenance payments for a child in foster care may cover:

- 1) the cost of (and the cost of providing) food, clothing, shelter, daily supervision, school supplies, a child's personal incidentals, liability insurance with respect to the child, reasonable travel expenses for child visitation with parents, sibling, family, and other significant caretakers, employment related child care for the foster parent; and
- 2) in the case of institutional care, the reasonable costs of administration and operation of such institutions as are necessarily required to provide the items noted in paragraph 1) above; and
- 3) foster care costs of the child of a minor parent, when that child is placed with his/her minor parent who is a dependent under Tribal Court jurisdiction or in a voluntary placement with SWOCP, and the payment to the minor parent's foster parent includes the Title IV-E funds for the child of the minor parent.

The adoption support payments are made directly to the adoptive family.

The kinship guardianship assistance payments for relatives taking legal guardianship of children who have been in foster care with the relative are made directly to the relative family.

**When Made:** Foster care maintenance payments using Title IV-E federal funds are made only on behalf of eligible children who are:

- 1) placed with a licensed foster care provider, regardless if payments are made to such individual or to a Tribe, public or nonprofit private child placement or child care agency; or
- 2) in a child care institution which is licensed and eligible for foster care payments as a family home or group care, regardless if the payments are made to such institution, Tribe, or to a public or nonprofit private child placement or childcare agency. Such payments are limited to include only those items which are included in the term "foster care maintenance payments" (defined in section 475(4) of the Social Security Act).

**Limitations and Licensing:** Foster care payments shall be made for the care of children in foster family homes, private child care institutions, or public child care institutions accommodating no more than 25 children, which are fully licensed by the state, certified by a Child Placing Agency licensed by the state or licensed by a Tribe who has established their own (Tribe's) licensing standards for licensing foster homes on the Tribe's Reservation. For Tribes that establish licensing standards for licensing foster homes on the Tribe's reservation, the Tribe shall adopt, maintain and utilize foster care licensing standards that are accepted by the federal Administration for Children and Families as part of the State of South Dakota's Title IV-E plan.

**Federal reimbursement is not available for such children who are in detention facilities, forestry camps, training schools, or any other facility operated primarily for the detention of delinquent children.**

## **VOLUNTARY PLACEMENTS**

**Requirements for Voluntary Placement:** Foster care maintenance payments from Title IV-E federal funds shall be made in cases of voluntary placement of a minor child placed out of the home by or with the participation of SWOCP only if:

- 1) placement of the child has been requested by the child's parent or legal guardian; and
- 2) 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 parent(s) or guardian(s), the child, and the SWOCP while the child is in placement.

Note: A voluntary placement that proceeds to adoption will not qualify for the federal adoption support program unless there has been at least one Title IV-E foster care maintenance payment on the child's behalf during the current out of home placement episode.

**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 voluntary placement is in the best interest of the child.

**Revocation of Voluntary Placement:** Revocation shall be in accordance with Tribal law and guidelines.

## **CASE REVIEW REQUIREMENTS**

SWOCP will provide the case management activities required to meet the service needs of the child and/or the child's family in support of the development of the each child's case plan.

The Tribal court must conduct periodic reviews of the child's case plan. At a minimum, there must be six month periodic reviews and twelve month permanency planning reviews once the child is placed in out of home care.

**Case Plan Criteria:** To meet the case plan requirements of section 471(a)(16), 475(1), and 475(5)(A) and (D) of the Social Security Act, SWOCP agrees that the case plan will:

- 1) be a written document that is a discrete part of the case record, that meets the requirements of DSS/CPS, in a format determined by SWOCP, 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 time SWOCCP assumes responsibility for providing services, including placing 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, and a description of the placement caregiver's responsibilities;
- 5) include a discussion of the safety and the appropriateness (cultural and otherwise) of the placement and of the judicial determination made or to be requested with respect to the child in accordance with section 472(a)(1) of the Social Security Act;
- 6) include a plan for assuring that the child receives safe and proper care, for providing services 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 safe home, or for providing a permanent placement of 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) include a discussion of the appropriateness of the services that have been provided to the child under the plan;
- 9) 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;
- 10) in the case of a child with respect to whom the permanency plan is adoption or placement in another permanent home, document the steps SWOCCP is taking to find an adoptive family or other permanent living arrangement for the child such as placement with an adoptive family, a fit and willing relative, a legal guardian, or another planned permanent living arrangement, and/or to finalize the adoption or legal guardianship. At a minimum, such documentation shall include child specific recruitment efforts used by SWOCCP;
- 11) be designed to achieve placement in a safe setting that is the least restrictive (most family-like) setting available, that is in close proximity to the home of the parents, and which is consistent with the best interest and special needs of the child;
- 12) 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;
- 13) if the child has been placed in foster care in a state outside the state in which the child's parent(s) are located, assure that an authorized caseworker from either that state or another Tribe visits the foster home or institution no less frequently than every six (6) months and submits a report as requested to the Tribe;
- 14) assure that the permanency hearings determine whether an out-of-state placement continues to be appropriate and in the best interest of the child;
- 15) to the extent available and accessible, incorporate the health and education records of the child, and provide the information to the child's care provider 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 SWOCP.
- 16) Provide that a child's health and education record (as described in #15 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.

**Permanency Planning Review Criteria:** SWOCP shall implement a case review system which meets the requirements of section 475(5) of the Social Security Act and assures that a Tribal Court review of the status of each 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 from the date the child is considered to have entered foster care, as defined in Section 9.05, 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 legal guardianship;
- 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 Permanency Planning Review shall include an update of the child's Health and Education Record.

SWOCP shall give a copy of the case plan to the child's care provider. The section of the case plan regarding services offered to the parent(s) can be limited for confidentiality reasons.

## **PERMANENCY HEARING, PROCEDURAL SAFEGUARDS**

**When Required:** A Permanency Hearing must be held for each child in foster care under the responsibility of SWOCP if the child placed by SWOCP receives Federal Title IV-E foster care maintenance payments. To meet this requirement, the hearing must take place within (twelve) 12 months of the date the child is considered to have entered foster care (as defined in Section 9.05) and not less frequently than every twelve (12) months thereafter during the continuance of foster care. **If a twelve (12) month permanency hearing is not held, the**



**State will notify SWOCPD that the child is no longer eligible for Title IV-E funding and Title IV-E funding will not be reinstated until a permanency hearing is held.**

**Determination:** For the purposes of this requirement, a Permanency Hearing shall determine the permanency plan for the child that includes whether, and if applicable when:

- 1) the child will be returned to the parent;
- 2) the child will be placed for adoption and SWOCPD will file a petition for termination of parental rights; or
- 3) the child will be placed in a custom [customary] adoption that gives the child a permanent parent-child relationship with someone other than child's birth parents even though the child's birth parents' parental rights are not terminated; or
- 4) the child will be referred for legal guardianship or, in cases where SWOCPD has documented to the satisfaction of the Tribal Court a compelling reason for determining that it would not be in the best interests of the child to return home and that termination of parental rights and/or guardianship are not appropriate, the child may be placed in another planned permanent living arrangement by determination of the Tribal court.

The following are examples of compelling reasons:

- (i) The case of an older teen who specifically requests that emancipation be established as his/her permanency plan;
- (ii) The case of a parent and child who have a significant bond but the parent is unable to care for the child because of an emotional or physical disability and the child's foster parents have committed to raising him/her to the age of majority and to facilitate visitation with the disabled parent; or
- (iii) SWOCPD has identified another planned permanent living arrangement for the child.

In cases where the child is placed out of state, the Tribal court shall also determine whether the placement continues to be in the best interest of the child.

In the case of a child who has attained age (16) sixteen, the Tribal court shall determine the services needed to assist the child to make the transition from foster care to independent living.

**Procedural Safeguards:**

As procedural safeguards, SWOCPD shall notify the parents:

- 1) when a hearing before the Tribal Court is scheduled;
- 2) when their child is moved from one placement to another; or
- 3) of any determination affecting their visitation rights.

The foster parents (if any) of a child and any pre-adoptive parent or relative providing care for the child shall be provided with notice of the date, time, and location of any review or hearing to be held with respect to the child, and an opportunity to be heard, except that shall not be construed to require that any foster parent, pre-adoptive parent, or relative providing care for the child be made a party to such a review or hearing solely on the basis of such notice and opportunity to be heard.

## PREVENTIVE AND REUNIFICATION SERVICES

**Reasonable and/or Active Efforts:** Reasonable and/or Active Efforts shall be made to preserve and reunify families, to prevent or eliminate the need for removing the child from the child's home, and to make it possible for the child to safely return to the child's home. When making Reasonable and/or Active Efforts, the child's health and safety shall be the paramount concern. In any case in which the agency supervising the placement of the child is required pursuant to the Indian Child Welfare Act (ICWA), 25 USC 1912(d), to make active efforts to provide remedial services and rehabilitative programs to prevent the breakup of the Indian family, the Reasonable and/or Active Efforts requirements of this Program Agreement shall be construed in a manner consistent with the active efforts requirement of ICWA.

**Consistency with Permanency Plan:** If continuation of reasonable and active efforts to reunify is determined to be inconsistent with the permanency plan for the child, reasonable and active efforts shall be made to place the child in a timely manner in accordance with the permanency plan, and to complete whatever steps are necessary to finalize the permanent placement of the child.

**When Reasonable and Active Efforts Are Not Required:** Reasonable and active efforts to make it possible for a child to be returned to his or her home, as described in section 471(a)(15)(B) of the Social Security Act and (ICWA), 25 USC 1912(d), shall not be required to be made with respect to a parent of a child if a court of competent jurisdiction has determined that the parent:

- 1) has subjected the child to aggravated circumstances (as defined by the applicable law, which definition may include but need not be limited to abandonment, torture, chronic abuse, or sexual abuse);
- 2) committed murder (which would have been an offense under section 1111 (a) of Title 18, United States Code, if the jurisdiction of the United States) of another child of the parent;
- 3) committed voluntary manslaughter (which would have been an offense under section 1112(a) of Title 18, United States Code, if the offense had occurred in the special maritime or territorial jurisdiction of the United States) of another child of the parent;
- 4) has aided or abetted, attempted, conspired, or solicited to commit a murder or a voluntary manslaughter;
- 5) has committed a felony assault that results in serious bodily injury to the child or another child of the parent; or
- 6) has had his or her parental rights to a sibling terminated involuntarily.

**Hearing Required:** If Reasonable and/or Active Efforts of the type described in section 471(a)(15)(B) of the Social Security Act are not made with respect to a child as a result of a determination made by a court of competent jurisdiction, a permanency hearing as described in section 475(5)(C) of the Social Security Act shall:

- 1) be held for the child within thirty (30) days after the determination; and
- 2) Reasonable and/or Active Efforts shall be made to finalize and to place permanently the child in a timely manner in accordance with the permanency plan.

**Calculating When a Child Enters Foster Care:** A child shall be considered to have entered foster care on the original placement date which is defined as the beginning date for the most current, unbroken out-of-home placement on which the child was legally removed from the

custody of the parents or legal guardians via court order or written voluntary placement agreement. This is the date that SWOCPD has been given physical custody of the child.

## TERMINATION OF PARENTAL RIGHTS

**When Required; Exceptions:** SWOCPD – in the case of a child who has been in foster care under the responsibility of the Tribe for fifteen (15) of the most recent twenty-two (22) months, or if a court of competent jurisdiction has determined a child to be an abandoned infant, or has made a determination that the parent has committed murder of another child of the parent, aided or abetted, attempted, conspired, or solicited to commit such a murder or such a voluntary manslaughter, or committed a felony assault that has resulted in serious bodily injury to the child or to another child of the parent – shall file a petition to terminate the parental rights of the child's parents and, concurrently, shall identify, recruit, process, and approve a qualified family for adoption unless:

- 1) the child is being cared for by a relative; or
- 2) SWOCPD has documented in the case plan compelling reasons for determining that filing such a petition would not be in the best interests of the child; or
- 3) SWOCPD has not provided the family of the child, consistent with the time period in the SWOCPD's case plan, such services as SWOCPD deems necessary for the safe return of the child to the child's home if Reasonable and/or Active Efforts to make it possible for the child to safely return home are required to be made with respect to the child.

## STANDARDS FOR FOSTER FAMILY HOME, ADOPTIVE HOMES, AND CHILD CARE INSTITUTIONS

**Tribal Standards:** Parties recognize and agree that the SWOCPD may establish and maintain standards for foster family homes, adoptive homes, and childcare institutions for children under the jurisdiction of the Tribe. The standards shall be reasonably in accord with standards recommended by national organizations concerned with standards for such institutions or homes, including standards related to admission policies, safety, sanitation, and protection of civil rights and shall be applied by the SWOCPD to all foster family homes, adoptive homes, or childcare institutions receiving funds under Title IV-E pursuant to this Program Agreement. The SWOCPD shall adopt, maintain and utilize foster care licensing standards that are accepted by the federal Administration for Children and Families as part of the State of South Dakota Title IV-E plan. Criminal background checks are required as a condition for licensure in accordance with federal regulation (42 USC 671(A)(20)). See page 18-19 for complete description.

1. Central Registry screening for anyone in the household 10 years of age or older.
2. Criminal background check for anyone living in the home that is 18 years of age or older. This includes completing criminal background checks on those members of the household who have turned 18 since the initial or renewal licenses were issued.
  - a. Fingerprint based criminal record check completed by the Division of Criminal Investigation (DCI) which results in documentation (either a letter from the DCI, or a copy of the rap sheet) indicating there is no criminal history that would prevent the individual from being licensed.
  - b. Fingerprint based criminal record check completed by the FBI which results in documentation (either a letter from the FBI, or a copy of the rap sheet) indicating there is no criminal history that would prevent the individual from being licensed.
  - c. Sex Offender Registry conducted on anyone 15 years of age or older in the household. While not required for federal reviews, it is a state law (SDCL 26-6-14.11.) and should be in the licensing files.

SWOCPD has the authority to license foster/adoptive homes located within the boundaries of the Sisseton Wahpeton Indian Reservation and those located "on or near" the reservation. For purposes of this agreement, the SWOCPD may license individuals who are members of the Sisseton Wahpeton Oyate or are eligible for membership in the Sisseton Wahpeton Oyate, and members of other federally recognized Tribes or are eligible for membership.

## **SAFEGUARDING/MAINTAINING INFORMATION AND RECORDS RETENTION**

**Confidentiality:** SWOCPD must have safeguards restricting use of or disclosure of confidential information concerning individuals assisted under the Title IV-E plan that meet the standards set forth in 42 U.S.C. sec. 671 (8).

All subpoena's from Tribal Court to your office need to be funneled through DSS-CPS before any information is released, prior to the signing of the contract, so a determination can be made whether the information is a work product of the Department of Social Services, Division of Child Protection Services and requires legal review.

FACIS information belongs to the State of South Dakota and any release of information outside the confines of the Division of Child Protection Services, tribal child welfare programs or any other agencies that have access to FACIS must abide by strict confidentiality standards.

**Foster Care Licensing Records:** SWOCPD must maintain the licensing records for each foster family homes, adoptive homes, or childcare institutions receiving state or Title IV-E funds. SWOCPD shall maintain closed foster care licensing files for 6 (six) years from the date the license expired or was withdrawn. For revoked or denied foster care licensing files, SWOCPD must maintain the records indefinitely due to future liability issues if the foster home or facility obtained a license at a later date.

**Record Maintenance:** SWOCPD will maintain all Title IV-E Tribal records pertaining to Title IV-E eligibility and maintenance payments for the entire time period for which a child is in out-of-home care, and a minimum of four (4) years after the child has left care.

## **REPORTING REQUIREMENTS**

**Child Abuse Reporting:** SWOCPD has exclusive jurisdiction to investigate allegations of child abuse or neglect occurring in a foster home licensed by the Tribe.

SWOCPD shall notify the Department contact for licensing of SWOCPD approval or termination of any foster care license.

SWOCPD will also notify the Department of any founded allegation of child abuse or neglect occurring in a foster home licensed by SWOCPD. SWOCPD agrees to provide this information in order to participate with other child welfare providers in an attempt to keep central records within the State of South Dakota on individuals who care for or who seek to care for children. The information maintained by the Department will be kept confidential according to South Dakota State law.

**DHHS Review:** SWOCPD and DSS/CPS acknowledge that the federal Department of Health and Human Services (DHHS) and DSS/CPS conduct periodic reviews of state agencies that receive and distribute Title IV-E funds, and that DHHS and DSS/CPS require as a part of such reviews that case files on children receiving Title IV-E support be made available for inspection at a designated location. Upon reasonable advance written notice, the Tribe through SWOCPD will make available for review by DHHS or DSS/CPS personnel the case file and provider files on the children in foster care under the jurisdiction of the Tribe whose foster care providers

receive Title IV-E funds. The files shall at all times remain the property of the SWOCP and shall be returned to the SWOCP immediately upon completion of the review process.

**Technical Assistance:** The parties further agree that SWOCP may request DSS/CPS's technical assistance in assuring that the case files contain the proper documentation.

**Reports:** SWOCP will make reports in such form and containing such information on the Tribe's Title IV-E program as is required by either the DSS/CPS or DHHS.

**Verification:** SWOCP will comply with such provisions as the DHHS and DSS/CPS may from time to time find necessary to assure the correctness and verification of such reports.

## **PROCEDURES FOR PAYMENTS**

**DSS Eligibility Worker:** DSS shall designate staff within DSS to be the eligibility worker for Title IV-E foster care payment applications made by SWOCP pursuant to this Agreement, and will notify SWOCP in writing of that designated staff.

### **Required Documentation:**

1. SWOCP shall complete the required eligibility packet for each child's Title IV-E determination. This paperwork shall be submitted to the person within DSS who has been designated as the DSS eligibility worker dealing with claims from SWOCP.
2. SWOCP shall complete the required AFCARS reporting for each child that comes within the jurisdiction of the Tribe and enter into FACIS.
3. SWOCP shall complete and submit administrative and training summary claim reports and worksheets as provided by the state on a quarterly basis.

**Foster Care Maintenance Payments on Behalf of a Child:** If the DSS eligibility worker determines that the child is eligible for such foster care, DSS/CPS shall make foster care maintenance payments directly to service providers.

**Retroactive Eligibility:** Any funds collected based upon retroactive eligibility that impacts the SWOCP administration or training claim will be reimbursed to SWOCP.

**Adoption Assistance:** When a child is legally free for adoption law, the caseworker shall notify the DSS/CPS worker, who will refer the case for review to determine if adoption assistance is appropriate.

The adoption assistance payments are made directly to the adoptive parent and not through SWOCP.

**Guardianship Assistance Program (GAP):** When a child is eligible for GAP, the caseworker shall notify DSS/CPS State Office, who will make the determination if GAP payments are appropriate.

The GAP payments are made directly to the relative kin and not through SWOCP.

## **FINANCIAL RESPONSIBILITY**

The Office of Child Support shall be notified by DSS/CPS of children placed into out of home care in accordance with federal regulations.

## TRUST ACCOUNTS

All income that is not exempt from Title IV-E resource/asset calculations (e.g., child support, SSI, SSA, Veterans) will be accounted for by DSS/CPS. SWOCPP shall inform DSS/CPS of any income received by the child or by a caretaker on behalf of a child so that a trust account for the child may be established. Trust accounts may reduce the federal claim and state match.

## REFERRALS TO PSYCHIATRIC RESIDENTIAL TREATMENT

The South Dakota Medicaid Program was informed by the Centers for Medicaid and Medicare Services(CMS) that effective July 1, 2007 Medicaid will no longer be a funding source for treatment in group care facilities. Medicaid will only be allowed as a funding source for treatment provided in accredited Psychiatric Residential Treatment Facilities (PRTF).

This change does not affect Medicaid funded placements at LifeScope formerly Children's Care Hospital and School (CCHS) or Community Support Providers.

The facilities listed below are certified as PRTF's and therefore Medicaid is a funding source for placement if the child is determined to be eligible for the service:

- Abbott House – Mitchell
- Our Home Parkston – Parkston
- Our Home ASAP – Huron
- Canyon Hills Center – Spearfish
- Summit Oaks Center – Sioux Falls
- Aurora Plains Academy – Plankinton
- Children's Home Society – Black Hills and Sioux Falls

For youth eligible for PRTF, the approval process involves a two prong review. The first review is a level of care review and is completed by the State Review Team (SRT). The second review is a medical necessity review and is completed the by the Peer Review Organization (PRO), SD Foundation of Medical Care. The referral process is outlined below when referring a child to a PRTF level of care:

- The referring party submits the referral form and supporting documentation to Megan Newling for review by the State Review Team (SRT);
- If approved for PRTF level of care, the documentation is then sent to the PRO for medical necessity review (the documentation is submitted directly to PRO by the SRT);
- If approved for PRTF medical necessity, PRO will authorize placement in the identified PRTF with a copy to the referring party;
- The PRTF will be responsible to obtain a continued stay approval from PRO.
- **Refer to Attachments C: South Dakota PRTF Referral Form and Attachment D: Referral for Education Funding**

Medicaid provides funding for the treatment services for a child in a PRTF, but does not pay for the educational tuition for the child. A youth's educational expenses are eligible for payment by the Auxiliary Placement Program if the youth is a South Dakota resident and is in the legal custody of tribal court with care, placement and control under the Sisseton Wahpeton Oyate Child Protection Program and meets one of the following criteria:

- The youth was most recently enrolled in a public school prior to placement in a residential treatment center or group care center; or
- The youth has been determined to be eligible for assistance under Title IV-E of the Social Security Act.

The address to be utilized when submitting a South Dakota PRTF Referral Form or Auxiliary placement Referral for Education Form is:

Megan Newling  
DSS Auxiliary Placement Program

700 Governors Drive  
Pierre, South Dakota 57501  
(605) 773-3448  
[Megan.Newling@state.sd.us](mailto:Megan.Newling@state.sd.us)

## **REFERRAL PROCESS FOR PSYCHIATRIC RESIDENTIAL TREATMENT**

### **The Referring Agency/Person**

- Contact with Psychiatric Residential Treatment Facility (PRTF) to review the record for acceptance determination;
- Submits referral form with recommended facility identified and supporting documentation to State Review Team (SRT);

### **State Review Team (SRT)**

- SRT completes the Level of Care (LOC) determination via a weekly conference call meeting scheduled every Monday (Tuesday if Monday holiday); Emergency cases may be handled via an e-mail review by SRT;
- SRT notifies the Peer Review Organization (PRO) of referral and LOC determination via e-mail and file director.

### **Peer Review Organization (PRO)**

- Determines medical necessity of case;
- PRO notifies facility and referring agency of approval via phone and follow-up fax;
- PRO assigns an authorization number.

### **Psychiatric Residential Treatment Facility (PRTF)**

- The treating PRTF sends monthly progress notes to referring agency.

### **Psychiatric Residential Continued Stay Reviews**

To assure continued Medicaid funding, the treating PRTF is responsible to obtain the continued stay authorization within the time frame assigned by PRO;

For the continued stay review the PRTF must:

- **Submit documentation to:**
    - PRO via Fax or Mail;
    - Referring agency via Megan Newling
  - **Documentation:**
    - South Dakota Continued Stay Review Form Psychiatric Services Under 21;
    - Monthly progress reports since the last review (for PRO);
    - Other supporting documentation necessary to complete the continued stay review.
- PRO notifies facility and the referring agency of continued stay authorization.  
-PRO assigns an authorization number.

### **Discharge Planning**

PRTF and referring agency begin discharge planning on admission and make plans for transition to lower level of residential or community based and discharge as PRO determines the psychiatric treatment is no longer medically necessary.

## **ELIGIBILITY CRITERIA FOR PSYCHIATRIC RESIDENTIAL TREATMENT FACILITY LEVEL OF CARE:**

To be eligible to receive services in a Residential Treatment Center or Intensive Residential Treatment Center:

- The individual is under the age of 21;
- The individual is eligible for medical assistance under Article 67:46;
- Documentation supports a finding that the individual requires intensive professional assistance and therapy for behavioral or emotional problems in a highly structured, self-contained environment;
- Based on medical documentation the individual is certified to require the PRTF level of care by a two level review process:
  - The State Review Team has determined that the individual requires the level of care provided in a PRTF or IPRTF and that the services cannot be provided in an outpatient care setting, or lower level of residential treatment; and .
  - The PRO has determined that the services the individual requires are medically necessary at the PRTF level of care, has approved the individual's admission and has certified that:
    - Ambulatory Care resources available in the community do not meet the treatment needs of the individual;
    - Proper treatment of the individual's mental illness condition requires services on an inpatient basis under the direction of a physician; and
    - The services can reasonably be expected to improve the individual's mental health or prevent further regression so that the services shall no longer be required.
- The recipient must be certified to have a diagnosis of a psychiatric disorder classified as a DSM- IV diagnosis from one of the following diagnostic categories;
  - 295 - Schizophrenia;
  - 296 - Episodic Mood disorder
  - 297 – Delusional
  - 298 – Other non-organic
  - 300 – Neurotic disorder
  - 301 - Personality Disorder
  - 307 – Special symptoms or syndromes ( anorexia / tics)
  - 308 – Acute reaction to stress
  - 309 – Adjustment Reaction
  - 311 – Depressive Disorder
  - 312 – Disturbance of conduct
  - 313 – Disturbance of emotions
  - 314 – Hyperkinetic syndrome of childhood ( ADD, ADHD, conduct disorder); and

Be experiencing problems related to the DSM IV disorder in one of the following categories:

- a. Self care deficit placing recipient at risk for self harm:
  - Deficit severe and/or long standing enough to prevent community setting placement;
  - Deficit placing the individual in a life threatening physiological imbalance without skilled intervention.
- b. Impaired Safety: The individual is exhibiting behaviors that present a threat to the welfare of himself or others as evidenced by one of the following:
  - Threat to self to others (verbalization or gestures);



- Continued suicidal/homicidal ideation with plan of intent and/or violent/aggressive behaviors requiring seclusion or restraints;
- Presenting symptoms severe enough to warrant residential treatment under the direction of a physician; and
- Verbal, physical and/or sexually aggressive behavior that poses a potential danger to self/others; or
- Conduct and/or antisocial behaviors of such severity that it places them or society at risk.

c. Impaired thought process: Inability to perceive/validate reality to extent that child cannot negotiate basic environment or participate in family/school life:

- Disruption of safety to self, family, peer or community group;
- Impaired reality testing sufficient to prohibit participation in community educational alternative;
- Individual is not responsive to outpatient trial of medication or supportive care;
- Individual requires inpatient diagnostic evaluation to determine treatment needs.

d. Severely dysfunctional patterns: Family, environment, or behavioral processes placing child at risk:

- Documentation of family environment escalating symptoms or placing child at risk;
  - Family situation non-responsible to outpatient or community resources and interventions;
  - Escalation of instability or disruption;
  - Severe behavior prohibits participation in lower level of care; or
- History of previous psychiatric diagnosis and posing an imminent danger to self and/or others; or
  - In the absence of an identified DSM-IV diagnosis, the individual must be exhibiting behaviors that presents an imminent danger to self and/or others as evidenced by one of the following:
    - Symptoms severe enough to warrant residential treatment under the direction of a physician; and
    - Aggressive behavior that poses a potential danger to self/others; or Recipient is exhibiting conduct and/or antisocial behaviors of such severity that it places them or society at risk.

### **STATE PLAN FOR FOSTER CARE AND ADOPTION ASSISTANCE**

Social Security Act Sec. 471. [42 U.S.C. 671] (a) In order for a State to be eligible for payments under this part, it shall have a plan approved by the Secretary which under section (20)(A) provides procedures for criminal records checks, including fingerprint-based checks of national crime information databases (as defined in section 534(e)(3)(A) of title 28, United States Code<sup>(1B2)</sup>), for any prospective foster or adoptive parent before the foster or adoptive parent may be finally approved for placement of a child regardless of whether foster care maintenance payments or adoption assistance payments are to be made on behalf of the child under the State plan under this part, including procedures requiring that—

(i) in any case involving a child on whose behalf such payments are to be made in which a record check reveals a felony conviction for child abuse or neglect, for spousal abuse, for a crime against children (including child pornography), or for a crime involving violence, including rape, sexual assault, or homicide, but not including other physical assault or battery, if a State finds that a court of competent jurisdiction has determined that the felony was committed at any time, such final approval shall not be granted; and

(ii) in any case involving a child on whose behalf such payments are to be made in which a record check reveals a felony conviction for physical assault, battery, or a drug-related offense, if a State finds that a court of competent jurisdiction has determined that the felony was committed within the past 5 years, such final approval shall not be granted; and

(B)<sup>[183]</sup> provides that the State shall—

(i) check any child abuse and neglect registry maintained by the State for information on any prospective foster or adoptive parent and on any other adult living in the home of such a prospective parent, and request any other State in which any such prospective parent or other adult has resided in the preceding 5 years, to enable the State to check any child abuse and neglect registry maintained by such other State for such information, before the prospective foster or adoptive parent may be finally approved for placement of a child, regardless of whether foster care maintenance payments or adoption assistance payments are to be made on behalf of the child under the State plan under this part;

(ii) comply with any request described in clause (i) that is received from another State; and

(iii) have in place safeguards to prevent the unauthorized disclosure of information in any child abuse and neglect registry maintained by the State, and to prevent any such information obtained pursuant to this subparagraph from being used for a purpose other than the conducting of background checks in foster or adoptive placement cases; and

(C)<sup>[184]</sup> provides procedures for criminal records checks, including fingerprint-based checks of national crime information databases (as defined in section 534(e)(3)(A) of title 28, United States Code), on any relative guardian, and for checks described in subparagraph (C) of this paragraph on any relative guardian and any other adult living in the home of any relative guardian, before the relative guardian may receive kinship guardianship assistance payments on behalf of the child under the State plan under this part;

## ATTACHMENT C

**SOUTH DAKOTA PRTF REFERRAL FORM  
PSYCHIATRIC SERVICES UNDER 21**

Please return the application and supporting documentation (Section L) to the following address: Auxiliary Placement Program, Department of Social Services, 700 Governors Drive, Pierre, SD 57501-2291; or Fax # 605-773-7183; If you have questions please call the Auxiliary Placement Program @ 605-773-3448.

<b>A. <u>Identifying information</u></b>	
Child's Name: _____	Date of birth: _____
Gender: Male <input type="checkbox"/> ; Female <input type="checkbox"/> ; Medicaid eligible: Yes <input type="checkbox"/> ; No <input type="checkbox"/>	Date submitted: _____

<b>B. <u>Child's current living arrangements</u></b>	
(Check the appropriate box and list name of facility/center/hospital)	
<input type="checkbox"/> Parent/relative/non-relative	<input type="checkbox"/> Group care center _____
<input type="checkbox"/> Foster home	<input type="checkbox"/> Residential treatment facility _____
<input type="checkbox"/> JDC	<input type="checkbox"/> Acute Hospital _____

<b>C. <u>Complete this section if referral is being made by DSS CPS, DOC or Tribal/BIA agency</u></b>	
Referring party: DOC <input type="checkbox"/> ; CPS <input type="checkbox"/> ; BIA/Tribal agency <input type="checkbox"/> (identify agency) _____	
Referring party contact information: Name: _____	
Address: _____	City: _____ Zip: _____
Phone: _____	Fax: _____ E-mail: _____
<b>****TRIBAL or BIA AGENCY REFERRAL – COMPLETE THE FOLLOWING QUESTIONS:</b>	
List name of school district child most recently enrolled in: _____	
Is the child on an IEP: Yes <input type="checkbox"/> ; No <input type="checkbox"/> ; Currently being tested <input type="checkbox"/> ; Primary IEP disability: _____	
Tuition to be paid by: _____	

<b>D. <u>Complete this section if referral is being made by private party</u></b>	
Referring party: Parent <input type="checkbox"/> ; School <input type="checkbox"/> ; Mental Health Center <input type="checkbox"/> ; Hospital <input type="checkbox"/> ; Court Svc: <input type="checkbox"/> ; HSC <input type="checkbox"/> ; Other <input type="checkbox"/> ;	
Referring party contact information: _____	
Address: _____	City: _____ Zip: _____
Phone: _____	Fax: _____ E-mail: _____
Name of school district child is currently enrolled in: _____	
<b><u>TUITION:</u></b> Is the child's school district agreeing to pay the tuition: Yes <input type="checkbox"/> ; No <input type="checkbox"/> ; Contacting school <input type="checkbox"/> ;	
Is the child on an IEP: Yes <input type="checkbox"/> ; No <input type="checkbox"/> ; Currently being tested <input type="checkbox"/> ; Primary IEP disability: _____	
<b>*** IF REFERRAL IS BEING SUBMITTED BY SOMEONE OTHER THAN THE PARENT / GUARDIAN:</b>	
Parent / Guardian Contact info (if not identified above):	
Parent Name _____	
Home Phone _____; Work phone: _____; Cell phone: _____	

Parent / Guardian e-mail: \_\_\_\_\_

**E. Facility you are requesting to place child in:**

Name of facility: \_\_\_\_\_

Has the facility accepted the child? Yes ; No ; Still reviewing ; Comment \_\_\_\_\_

List all other facilities you have contacted for potential admission and their responses: \_\_\_\_\_

**F. Prior Inpatient Treatment:** Yes ; No ;

If yes list facility name, admit/discharge dates and outcome (i.e. psych hospital, HSC, residential/group)

**G. Prior Outpatient Treatment:** Yes ; No ;

If yes list agency or psychiatrist name and timelines of treatment: \_\_\_\_\_

If no explain reason outpatient treatment has not been attempted: \_\_\_\_\_

**H. Most current Psychological / psychiatric evaluation:**

Evaluation completed by: \_\_\_\_\_ Date \_\_\_\_\_

- If evaluation is attached, you do not need to complete the Axis diagnosis

Axis I Diagnosis: \_\_\_\_\_

Axis II Diagnosis: \_\_\_\_\_

Axis III Diagnosis: \_\_\_\_\_

Axis IV Diagnosis: \_\_\_\_\_

Axis V Diagnosis: \_\_\_\_\_

Full Scale IQ: \_\_\_\_\_

List Medications: (Psychiatric/Behavioral Only) \_\_\_\_\_

**I. Note current behaviors within the last 30 days necessitating this referral:**

\_\_\_\_\_  
\_\_\_\_\_

**J. Note behavior history indicating timelines (i.e.: harm to self or others, aggression, sexual behaviors):**

\_\_\_\_\_  
\_\_\_\_\_

K. Has the child received a GED: Yes ; No

Has the child received a Diploma: Yes ; No

I acknowledge this referral is for a determination if the child meets criteria for placement in a Psychiatric Residential Treatment Facility as governed by ARSD 67:16:47. Completion of this form is not a guarantee of service or placement nor is it a commitment on my part to place my child.

**Parent / Guardian Signature**

**Date**

ATTACHMENT D

AUXILIARY PLACEMENT REFERRAL FOR EDUCATION FORM

DATE SUBMITTED: \_\_\_\_\_ SUBMITTED BY: \_\_\_\_\_

AGENCY WITH CARE/CUSTODY OR SUPERVISION: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CHILD'S NAME: \_\_\_\_\_

DOB: \_\_\_\_\_ Sex: M \_\_\_\_\_ F \_\_\_\_\_

TUITION REFERRAL FOR RESIDENTIAL PLACEMENT AT: \_\_\_\_\_

DATE OF ADMISSION: \_\_\_\_\_

CHILD IS IN NEED OF SPEICAL EDUCATION: YES \_\_\_\_\_ NO \_\_\_\_\_  
(If yes, please submit most recent IEP)

THIS IS A CHANGE OF PLACEMENT FROM: \_\_\_\_\_

\*\*\*\*\*

THE FOLLOWING INFORMATION/ DOCUMENTATION MUST BE SUBMITTED WITH THIS FORM:

IS THE CHILD IV-E ELIGILBE: YES \_\_\_\_\_ NO \_\_\_\_\_

IF THE CHILD IS NOT IV-E ELIGIBLE THE FOLLOWING DOCUMENTATION MUST ACCOMPANY THIS REFERRAL FORM:

LAST SCHOOL DISTRICT ATTENDED: \_\_\_\_\_  
\*\*\*Documentation of enrollment from the school district must accompany the request including dates of enrollment.

MOST RECENT COURT ORDER: \_\_\_\_\_

RETURN THIS FORM TO:  
Megan Newling  
Office of Auxiliary Placements  
Department of Social Services  
700 Governors Drive  
Pierre, SD 57501  
Phone: (605) 773-3448  
FAX: (605) 773-7183

## **Attachment E**

The ICPC Packet includes:

- SD Requirements for ICPC
- Potential Placement Statement
- 100 A Form
- 100 A Instructions
- ICPC Financial Medical Plan
- 100 B form
- 100 B Instructions
- Child Profile Form

## Attachment F

**FY 2021 FOSTER CARE RATES**

The below rates become effective June 1, 2020. Please note the breakdown for the incidental and clothing allowances. The monthly figures are based on 31 days except for emergency care, which can be paid for only a maximum of 5 days.

**BREAKDOWN OF FOSTER CARE RATES****BASIC FAMILY FOSTER CARE (Service/Objective 08-007)**

	DAILY	MONTHLY	MONTHLY	MONTHLY	MONTHLY
Age of Child	Maintenance Rate	Custodial Rate	Clothing	Incidentals	Total
0 – 12	\$ 19.04	\$ 503.62	\$ 48.51	\$ 38.11	\$ 590.24
13 – 18	\$ 22.86	\$ 578.65	\$ 73.91	\$ 56.10	\$ 708.66

**SPECIALIZED FAMILY FOSTER CARE (Service/Objective 08-009)**

	DAILY	MONTHLY	MONTHLY	MONTHLY	MONTHLY
Age of Child	Total Rate	Custodial Rate	Clothing	Incidentals	Total
0 – 6	\$ 28.87	\$ 809.34	\$ 47.52	\$ 38.11	\$ 894.97
7 – 11	\$ 31.83	\$ 879.55	\$ 60.09	\$ 47.09	\$ 986.73
12 – 14	\$ 36.67	\$ 1,029.59	\$ 60.09	\$ 47.09	\$1,136.77
15 – 18	\$ 37.78	\$ 1,041.17	\$ 73.91	\$ 56.10	\$1,171.18

Authorize and pay the appropriate rate which is assigned to the age of the child as of the last day of the month. For example, if a child's birthday falls on the last day of the month and that new age represents an increase in the daily foster care rate, authorize that new rate for the entire month.

**EMERGENCY CARE (Service/Objective 08-016)**

\$ 27.73/daily	\$138.65 (5 days)
----------------	-------------------



Updated: 06/10/2020

## ICPC REQUIREMENTS TO OTHER STATES

### **We need 3 complete ICPC packets to include the following:** (IN THIS ORDER)

1. **COVER LETTER** explaining who the proposed placement resource is, the **type of resource – Foster, Relative, Parent**, and the reasons this request is being made. Please include the name, address and telephone number of the proposed placement **ON THE COVER LETTER**.
2. **ICPC 100A** (a separate one for each child) – MAKE SURE ALL NECESSARY BOXES ARE FILLED IN
3. **Potential Placement Statement** (one statement for each resource)
4. **Child Profile** (a separate one for each child)
5. **ICPC Financial/Medical Plan** (a separate one for each child) (**MUST BE signed by caseworker & supervisor**)  
\*If the child is IV-E eligible you **MUST** include eligibility documentation (FACIS documentation of IV-E eligibility from the IV-E Reviewer {from your client screen, click Edit, Client Eligibility → Title IV-E → click on the Print at the bottom left hand side of the box})
6. Copy of **most recent court order** giving custody to CPS – if it's the same order, only ONE per packet no matter how many kids you are requesting placement for
7. Copy of **birth certificates** for all children in packet
8. Copy of **Social Security Cards** for all children in packet
9. **Signed Child's case plan** (a separate one for each child) or other relevant documentation about the child's case plan (evaluations, etc.)
10. **Medical information and history** (separate one for each child) - **immunizations**, any special needs of the child, medication child is on, disabilities, diagnosis, anything pertinent the proposed resource should know about the medical needs of this child (Do not send doctor's notes from each visit unless significant)
11. **School records** (separate one for each child)
12. Relevant background information: **psychologicals**, evaluations, IEP's, etc

*If you don't have some of the above items please indicate why you do not have them in the cover letter & explain that they will be forwarded when you receive them.*

### **Ensure that all the forms that need to be signed are signed.**

Adoption home study requests require that there has been TPR. If a family is going to be looked at as an adoptive resource where TPR has NOT happened, we recommend that your initial request be for foster care home study.

\*\*The more information you have in an ICPC request to another state the more likely it will get processed without any undue delay due to missing items.

Please refer to the ICPC website at <http://icpc.aphsa.org> if you have further questions about what states might require for an ICPC. Some State's don't do kinship homestudies and require licensure for all relative and foster home placements (Georgia, Minnesota, Michigan, Massachusetts, New Jersey, New Mexico, Pennsylvania, Virginia, Connecticut, ). **Check the ICPC website for clarification.**

If you have questions, call State Office (773-3227) and talk to Lonna Carroll, Mindy Serverson, Patty Reiss or Stacy Nemecc.

**INTEREST OF POTENTIAL PLACEMENT STATEMENT  
UNDER ICPC REGULATION 2 (regular ICPC)**

Pursuant to the requirements of Regulation 2, Section 5(d) of the Interstate Compact on the Placement of Children (ICPC), I \_\_\_\_\_ (full legal name), certify that the following information is true:

1. I have communicated directly with the potential placement resource, \_\_\_\_\_ (name of person(s) with whom the child(ren) is/are to be placed).
2. The potential placement resource is interested in being a placement resource for the child(ren) and is willing to cooperate with the ICPC process.
3. The name, correct address, available telephone number or other contact information, date of birth, and social security number of the placement resource is as follows:

NAME	ADDRESS Physical and Mailing	DOB	SSN	PH. #'S	EMAIL

4. The name, available telephone numbers or other contact information, date of birth and social security number of all the adults in the home are as follows:

NAME	DOB	SSN	PH. #'S	EMAIL

5. The number and type of rooms in the proposed residence is sufficient to accommodate the child(ren) as follows:

Number of bedrooms: \_\_\_\_\_

Number of adults residing in the home: \_\_\_\_\_

Number of children residing in the home, including child(ren) to be placed:

\_\_\_\_\_

6. \_\_\_\_\_ (name of person with whom child(ren) is/are to be placed) has or will access financial resources to feed, clothe and care for the child, including child care.
7. \_\_\_\_\_ (name of person with whom child(ren) is/are to be placed) acknowledges that a criminal records and child abuse history check will be completed on any persons residing in the home to be screened under the law of the receiving state.

This information is being collected for the purpose of determining prospective placement of a South Dakota child. If the information documented above is incorrect, please notify this office by (date).

Dated:

\_\_\_\_\_  
Signature

Title:

Printed Name:

Address:

City, State, ZIP:

Telephone Number:

Fax Number:

cc: family

ICPC 100A  
REV. 8/2001

One form per child  
Please type

## INTERSTATE COMPACT ON THE PLACEMENT OF CHILDREN REQUEST

TO:

FROM:

### SECTION I - IDENTIFYING DATA

Notice is given of intent to place - Name of Child:			Ethnicity: Hispanic Origin: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unable to determine/unknown	
Social Security Number:		ICWA Eligible <input type="checkbox"/> Yes <input type="checkbox"/> No	Race: <input type="checkbox"/> American Indian or Alaskan Native <input type="checkbox"/> Asian	
Sex:	Date of Birth	Title IV-E determination <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	<input type="checkbox"/> Native Hawaiian/ Other Pacific Islander <input type="checkbox"/> Black or African American <input type="checkbox"/> White	
Name of Mother:			Name of Father:	
Name of Agency or Person Responsible for Planning for Child:				Phone:
Address:				
Name of Agency or Person Financially Responsible for Child:				Phone:
Address:				

### SECTION II - PLACEMENT INFORMATION

Name of Person(s) or Facility Child is to be placed with:		Soc Sec # (optional):
		Soc Sec # (optional):
Address:		Phone:
<b>Type of Care Requested:</b> <input type="checkbox"/> Foster Family Home <input type="checkbox"/> Residential Treatment Center <input type="checkbox"/> Group Home Care <input type="checkbox"/> Institutional Care-Article VI, Adjudicated Delinquent <input type="checkbox"/> Child Caring Institution		
<input type="checkbox"/> Parent <input type="checkbox"/> Relative (Not Parent) Relationship: _____ <input type="checkbox"/> Other: _____		<input type="checkbox"/> ADOPTION <input type="checkbox"/> IV-E Subsidy <input type="checkbox"/> Non IV-E Subsidy To Be Finalized In: <input type="checkbox"/> Sending State <input type="checkbox"/> Receiving State
<b>Current Legal Status of Child:</b> <input type="checkbox"/> Sending Agency Custody/Guardianship <input type="checkbox"/> Parent Relative Custody/Guardianship <input type="checkbox"/> Court Jurisdiction Only		
<input type="checkbox"/> Protective Supervision <input type="checkbox"/> Parental Rights Terminated-Right to Place for Adoption <input type="checkbox"/> Unaccompanied Refugee Minor <input type="checkbox"/> Other: _____		

### SECTION III - SERVICES REQUESTED

<b>Initial Report Requested (if applicable):</b> <input type="checkbox"/> Parent Home Study <input type="checkbox"/> Relative Home Study <input type="checkbox"/> Adoptive Home Study <input type="checkbox"/> Foster Home Study	<b>Supervisory Services Requested:</b> <input type="checkbox"/> Request Receiving State to Arrange Supervision <input type="checkbox"/> Another Agency Agreed to Supervise <input type="checkbox"/> Sending Agency to Supervise	<b>Supervisory Reports Requested:</b> <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annually <input type="checkbox"/> Upon Request <input type="checkbox"/> Other: _____
Name and Address of Supervising Agency in Receiving State:		

Enclosed:  Child's Social History       Court Order       Financial/Medical Plan       Other Enclosures  
 Home Study of Placement Resource       ICWA Enclosure       IV-E Eligibility Documentation

Signature of Sending Agency or Person:	Date:
Signature of Sending State Compact Administrator, Deputy or Alternate:	Date:

### SECTION IV - ACTION BY RECEIVING STATE PURSUANT TO ARTICLE III(d) of ICPC

<input type="checkbox"/> Placement may be made <input type="checkbox"/> Placement shall not be made	
REMARKS:	
Signature of Receiving State Compact Administrator, Deputy or Alternate:	Date:

**DISTRIBUTION (Complete six (6) copies):**

- Sending Agency retains a (1) copy and forwards completed original plus four (4) copies to:
- Sending Compact Administrator, DCA, or alternate retains a (1) copy and forwards completed original and three (3) copies to:
- Receiving Agency Compact Administrator, DCA, or alternate who indicates action (Section IV) and forwards a (1) copy to receiving agency and the completed original and one (1) copy to sending Compact Administrator, DCA, or alternate within 30 days.
- Sending Compact Administrator, DCA, or alternate retains a completed copy and forwards the completed original to the sending agency.

Rev. 8/01

## **INSTRUCTIONS FOR COMPLETING FORM ICPC-100A INTERSTATE COMPACT ON THE PLACEMENT OF CHILDREN REQUEST**

Form ICPC-100A is the sending agency's formal written notice to the receiving state of its intention to make an interstate placement and a request for a finding as to whether the placement would or would not be contrary to the interests of the child. With most placements it is also a formal request for a home study. Following review by the receiving state, it is the official notification that the proposed placement may or may not be made. A favorable finding means that the placement can be made in conformity with the Compact. An unfavorable finding means that the placement would be unlawful. The actual making of the placement bring into operation a number of rights and obligations set forth in the Compact, primarily those contained in Article V, Retention of Jurisdiction.

Form ICPC-100A must accompany all requests for placement to which the Compact is applicable and it should be favorably acted upon by the receiving state before any Compact placement is made.

### **SPECIFIC INSTRUCTIONS**

In the first two blocks, enter the name and state of the ICPC Administrator (or Deputy) whose state is submitting the request (FROM) and the name and state of the ICPC Administrator (or Deputy) to whom the request is being forwarded (TO).

### **Section I: IDENTIFYING DATA**

Fill out one form per child to be placed. Enter the full legal name, Social Security Number, ICWA (Indian Child Welfare Act) eligibility\*, sex, date of birth, IV-E eligibility determination, and ethnic group of the child for whom this placement is proposed. If the child is known by a nickname, place it in parenthesis beside the legal name.

Enter the names of the legal mother and the legal father. In most instances the legal mother and legal father will be the birth parents. In cases where an adoption has been finalized, the adoptive parents will be the legal parents. If the parent(s) is deceased, enter "deceased" after the parent's name. If parental rights have been voluntarily relinquished or terminated by the court, indicate in parenthesis beside the name; if you prefer in that instance to withhold the name, simply enter the status of the parent's rights.

Enter the complete name, address, and telephone number of the agency or person who is responsible for planning for the child and who is financially responsible for the child. In most instances, these two items will be the same (the sending agency).

\* An "Indian Child" means any unmarried person who is under age eighteen and is either (a) a member of an Indian tribe or (b) is eligible for membership in an Indian tribe and is the biological child of a member of an Indian tribe.

**Section II: PLACEMENT INFORMATION**

Enter the full name, address, and telephone number of the person(s) or facility with whom the sending agency proposes to place the child. The social security number is optional. If the resource, e.g., Foster Family Care, is yet to be determined, leave these items blank.

Place an X in the box, which designated one of the following **Types of Care Requested**:

**Foster Family Home**: a foster family home is a facility providing care and guidance for a child or children not related to the caretaker for regular 24 hour care, or a certified kinship care home. A family foster home may not operate without a license or a certificate as required by the laws of the receiving State.

**Group Home Care**: a resource which is licensed or approved as a group home and which provides substitute care for a fee; usually a modified family-type setting which serves more children than a foster home but fewer than an institution.

**Child-caring Institution**: a group care facility which is licensed or approved to provide custodial care to a larger number of children than a foster home or group home.

**Residential Treatment Center**: a group care facility which provides a specific treatment program outside the realm of a medical hospital, psychiatric hospital or institution for the mentally retarded or mentally ill; e.g., a residential program for the treatment of alcohol/drug abuse. The receiving state is not obligated to supervise this type of placement made by the sending state.

**Institutional Care (Article VI), Adjudicated Delinquent**: a group care facility for adjudicated delinquent whose proposed placement is according to Article VI of the ICPC. These facilities may include group homes and residential treatment centers and may serve non-delinquents as well.

**Parent(s)**: legal parent(s).

**Relative (not parent)**: specify relationship, such as maternal aunt, paternal grandparents, brother, etc.

**Other**: specify a type of care not already listed; e.g., **Non-relative Free Home** (an unrelated family which does not require foster home licensure in the receiving state and does not need or want foster care payments), **Independent Living Arrangement** (an older teenager who is still under the jurisdiction of an agency or court but is capable of independent living without the supervision of a foster home or group home), or **Maternity Home**.

**Adoption**: refers to both agency and private/independent adoptive placement prior to finalization; this may refer to an initial placement with a family where adoption is the intention, or it may refer to the movement of an adoptive family from State A to State B following placement. Indicate if a federally funded adoption subsidy (Title IV-E) or a state funded subsidy (non IV-E subsidy) is applicable; mark in which state the adoption is to be finalized.

Place an X in the box, which designates one of the following kinds of **Legal Status**:

**Sending Agency Custody/Guardianship**: child is in the full legal custody or guardianship (depending on the terminology of the state) of a public agency. For example: a public agency may be social services, youth corrections, probation/parole, or a tribe. The sending agency may also be a licensed private child placement agency, an adoption agency, or a birthmother if allowed by state law.

**Parent/Relative Custody/Guardianship**: child is not under the jurisdiction of either an agency or the court but is the full legal responsibility of parent or relative; most likely to be marked when a parent/relative/or guardian wishes to place a child in one of the types of care listed on the previous page.

**Court Jurisdiction Only**: child is not the legal responsibility of an agency; the court has full responsibility for weighing the requested information and making the placement decision and is, therefore, the sending agency; most likely to be marked when two or more relatives have taken a dispute over custody into court and at least one of the disputing relatives is not a parent.

**Protective Supervision**: a legal status created by court order under which the child is permitted to remain in the child's home or is placed with a relative or other suitable person and the court, the department of human services or another agency designated by the court provides supervision and assistance.

**Parental Rights Terminated-Right to Place for Adoption**: the sending agency has accepted a voluntary relinquishment of parent rights and/or has completed court action terminating parental rights and now holds complete jurisdiction over the child with the right to place for adoption.

**Unaccompanied Refugee Minor**: this form is not used to report the initial placement into the United States but to request placement and services in a second state after a U.S. agency or court has been granted full legal responsibility (custody/guardianship). Mark this block only if that is the case; also mark the Sending Agency Custody/Guardianship block. If this is an Unaccompanied Refugee Minor whose status warrants the ICPC-100A's specific to those children (not the legal responsibility of a U.S. agency or court), do not use this form.

**Other**: legal status is not otherwise listed; e.g., legal action, such as a petition for custody/guardianship or to terminate parental rights, is pending; e.g., the child is the responsibility of the sending agency under a Voluntary Agreement with the parent or legally responsible relative and no court action has been taken or is pending to alter that family member's legal rights over the child.

### **Section III: SERVICES REQUESTED**

**Initial Report Requested:** if the proposed placement is not for a group care placement and a current home study has not yet been received, mark the box for the appropriate type of home study needed based of the type of care indicated in Section II.

**Supervisory Services Requested:** place an X in one of the following boxes to indicate how Supervisory Services are to be conducted:

**Request Receiving State to Arrange Supervision:** mark this box if the sending agency cannot supervise and does not have a contractual or other agreement with a pre-determined agency to provide these services; it is usually the public social service agency which will be asked to provide supervision following an approved home study and subsequent placement.

**Another Agency Agreed to Supervise:** mark this box if the sending agency already has received the formal agreement of a pre-determined supervisory agency; most likely to be marked in agency adoptive placements where an agency in the receiving state already has provided an adoptive home study and will be providing ongoing services to the adoptive family. Do not mark this item simply because you know which county office of the public agency will receive this referral and might even have discussed the case over the telephone; that does not constitute an agreement to supervise.

**Sending Agency to Supervise:** mark this box if it is logistically feasible, it is the best case plan, and the receiving state has granted the sending agency permission (which may or may not include licensure) to provide services in its state.

**Supervisory Reports Requested:** to be completed even though placement may not be a certainty at this time. Indicate how frequently you wish to receive progress reports; most common is **Quarterly**. Be very discriminating in your use of **Upon Request** because that leaves the provision of supervision open-ended with no commitment to provide that service until you request it; use **Other** when you wish to receive reports in a less usual time frame, such as monthly or annually (specify the time frame).

**Name and address of Supervising Agency in Receiving State:**

If you know the name and address of the supervising agency, type that information onto the line so indicated. If not known by the sending agency, that information should be completed by the receiving state's Compact Office following receipt of a recommendation indicating that placement may be made.

**Enclosed:**

Indicate which items are enclosed:

**Child's Social History:** should accompany the majority of referrals; includes the pre-placement summary on adoption referrals and can be written with non-identifying information, if appropriate and preferred.

**Home Study of Placement Resource:** attach a current home study if one is not being requested; most likely to be marked if you already have an approved home study or the child is re-locating with foster parents and the foster home study is enclosed.



Court Order: all applicable court documents should be enclosed; e.g., custody/guardianship orders, surrenders, orders terminating parental rights, and orders requesting a home study for the court.

ICWA Enclosure: Obtain a letter from the child's Tribe showing that the child is a member or is eligible for membership.

Financial/Medical Plan: attach the plan of how the proposed placement will be funded and how the child/children's medical needs will be covered.

IV-E Eligibility Documentation: attach a copy of the determination of IV-E eligibility.

Other Enclosures: indicates other pertinent materials, such as psychological evaluations, permanency plan, medical reports and school reports; it is not necessary to itemize them on the form.

**Signature of Sending Agency or Person:**

The form should be signed and dated by anyone outside of the Compact Office who is completing the form; includes a person with this authority in the county social services agency, private agency or court and any private individual or family member who is legally responsible for the child (as indicated in Section I and Section II, Legal Status, above).

The ICPC-100A must be signed and dated by the Compact Administrator, Deputy or alternate in the sending state, if the regulations of the sending state provide for transmittal of the ICPC-100A through the sending State's Compact Office. This is almost always the case.

**Section IV: ACTION BY RECEIVING STATE PURSUANT TO ARTICLE III (d) of ICPC**

This section is completed by the Compact Administrator, Deputy, or alternate in the receiving state. The designated person reviews the proposed placement and all required information and indicates whether the placement can or cannot lawfully be made. Remarks might include conditions or reservations to be noted or that an affirmative notice under Article III (d) is being given retroactively. The Compact Administrator, Deputy, or alternate then signs and dates the form.

**DISTRIBUTION:**

Self-explanatory.

ICPCFinMed.doc 02/02

**STATE OF SOUTH DAKOTA  
DEPARTMENT OF SOCIAL SERVICES – CHILD PROTECTION  
ICPC FINANCIAL AND MEDICAL PLAN**

**Child's Name:** \_\_\_\_\_

**FAMIS#: P-** \_\_\_\_\_ **SSN:** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Social Worker:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Legal Status**

**Child is in Custody/Guardianship of:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Financial Plan** (Check appropriate boxes)

**We will provide:**     Foster Care Payment     Adoption Assistance     Residential/Institutional Payment

**This is a return to parent under trial reunification. Parent is financially responsible for the child.**

**Other (explain):** \_\_\_\_\_

**Medical Plan** (Check appropriate boxes)

**The receiving state will arrange for Medicaid coverage based on the provisions of the federal COBRA legislation (Title IV-E). Include IV-E documentation.**

**Child is not IV-E eligible. The sending agency will provide a medical card and/or reimbursement for the child's medical expenditures incurred with prior approval. Include billing for and medical emergency instructions.**

**This is a return to parent under trial reunification. Parent is financially responsible for the child.**

**Other (explain):** \_\_\_\_\_

**Emergency** (Complete)

**After hours and weekend emergency authorization to give medical treatment to the child can be obtained by a physician or hospital by calling:**

**Phone:** \_\_\_\_\_ **Contact Person (if known):** \_\_\_\_\_

The sending agency remains ultimately responsible for the support of the child, and will retain jurisdiction over the child as mandated by the ICPC (Article 5). It shall continue to have financial responsibility for the support and maintenance of the child during the period of placement. In the event of justifiable need to return the child, the sending agency will pay the transportation cost, and expects the full cooperation of the receiving state to accomplish this return. This plan will be in effect until proper legal discharge, consistent with the provisions of the Interstate Compact on the Placement of Children:

**Worker Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Supervisor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

INTERSTATE COMPACT ON THE PLACEMENT OF CHILDREN  
REPORT ON CHILD'S PLACEMENT STATUS

TO: State you are sending to

FROM: South Dakota

SECTION I - IDENTIFYING INFORMATION

Child's Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_  
Mother's Name: \_\_\_\_\_ Father's Name: \_\_\_\_\_

SECTION II - PLACEMENT STATUS

Initial Placement of Child in Receiving State      Date Child Placed in Receiving State: \_\_\_\_\_  
Name of Resource: \_\_\_\_\_  
Address: \_\_\_\_\_  
Type of Care: \_\_\_\_\_  
 Placement Change      Effective Date of Change: \_\_\_\_\_  
Name of Resource: \_\_\_\_\_  
Address: \_\_\_\_\_  
Type of Care: \_\_\_\_\_

SECTION III - COMPACT PLACEMENT TERMINATION

Adoption Finalized       In Sending State       In Receiving State       Court Order Attached  
 Child Reached Majority/Legally Emancipated  
 Legal Custody Returned to Parent(s)       Court Order Attached  
 Legal Custody Given to Relative       Court Order Attached  
Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Treatment Completed  
 Sending State's Jurisdiction Terminated with the Concurrence of the Receiving State  
 Unilateral Termination  
 Child Returned to Sending State  
 Child Has Moved to Another State  
 Proposed Placement Request Withdrawn  
Name of Placement Resource: \_\_\_\_\_  
 Approved Resource Will Not Be Used for Placement  
Name of Approved Placement: \_\_\_\_\_  
 Other (Specify): \_\_\_\_\_  
**Date of Termination:** \_\_\_\_\_

SECTION IV - SIGNATURES

Person/Agency Supplying Information: \_\_\_\_\_ Date: \_\_\_\_\_  
Compact Administrator, Deputy or Alternate: \_\_\_\_\_ Date: \_\_\_\_\_

DISTRIBUTION (Complete four (4) copies of this form):  
• Sending Agency retains a (1) copy and forwards completed original plus three (3) copies to:  
• Sending Compact Administrator, DCA, or alternate retains one (1) copy and forwards two (2) copies to:  
• Receiving Agency Compact Administrator, DCA, or alternate retains one (1) copy and forwards one (1) copy to the receiving agency

Rev 8/01

## **INSTRUCTIONS FOR COMPLETING FORM ICPC-100B INTERSTATE COMPACT REPORT ON CHILD'S PLACEMENT STATUS**

Form ICPC-100B is used to (1) confirm that an approved placement in accordance with the Compact has been made, (2) withdraw a request prior to the home study, (3) indicate that an approved resource will not be used, (4) report a change in the placement resource and/or type of care, (5) report a change of address, and (6) close an ICPC case.

It is an extremely useful tool for both the Compact offices and local agency staff in maintaining a current knowledge of the child's movement into, out of and, if pertinent, within the receiving state. It is also a very important mechanism for notifying another state when a placement under the Compact has been terminated and, thus, providing formal confirmation of case closure.

### **IF YOU OPEN A CASE, YOU MUST CLOSE A CASE.**

While it is the responsibility of the sending state to complete the ICPC-100B's, the receiving state may complete the ICPC-100B if they become aware of a placement change or reason for termination.

### **SPECIFIC INSTRUCTIONS**

Complete one form per child or per sibling if the action applies to siblings at the same time. In the first two blocks, enter the name and state of the ICPC Administrator whose state is submitting the reported information (FROM) and the name and state of the ICPC Administrator to whom the form is being forwarded (TO).

#### **Section I: IDENTIFYING INFORMATION**

Enter the full legal name and birthdate of the child concerning whom this placement information is being reported.

Enter the names of the legal mother and the legal father as on the ICPC-100A.

#### **Section II: PLACEMENT STATUS**

To confirm the Initial Placement, indicate the resource's name and address and the exact date the child was placed in the receiving state. For Type of Care, enter the same information that is marked for that item on form ICPC-100A: Foster Family Care, Adoption, etc.; with relative placements, specify the relationship.

If some aspect of the placement changes while the child remains in the receiving state, mark the Placement Change box and indicate the exact effective date of the change. If the child moves from one placement resource to another, mark all of the remaining boxes and enter the requested information. For example, if a child leaves his/her parents' home and is placed in a residential treatment center, fill in the facility's name and address and indicate the new Type of Care. Subsequent ICPC-100Bs will list the new Placement Resource under IDENTIFYING

INFORMATION. Any additional moves to replace the child within the receiving state will be reflected in this same manner. If only the Name (e.g., mother re-marries) or Address (original placement resource moves) changes, mark and complete only those items which are applicable.

An ICPC-100B must be completed when there is a change of purpose in an existing placement, e.g., from foster care to adoption. An ICPC-100A may be required at the request of the receiving state.

### **Section III: COMPACT TERMINATION**

**Adoption Finalized:** If an ICPC adoptive placement has been finalized (consummated), mark that box and the appropriate box for the state in which finalization occurred, Sending or Receiving. Attach the final adoption decree to the 100B.

**Child Reached Majority/Legally Emancipated:** Mark this box if the child has reached majority age and has simultaneously ceased to be the responsibility of the sending agency, or if the child has become emancipated through such legal action as marriage or court decision.

**Legal Custody returned to parent(s):** This box should be marked when the child's legal custody/guardianship is returned to the parent with the concurrence of the receiving state. Attach the court order transferring custody to the parent(s) to the 100B.

**Legal Custody given to relative:** This box should be marked when the child's legal custody and/or guardianship is awarded to relatives (other than parents) with the concurrence of the receiving state. Attach the court order transferring custody to the relative to the 100B.

**Treatment Completed:** Mark this item when the placement resource has been providing a specific treatment oriented service, that service has been completed and the child is, therefore, being discharged from the facility e.g., Residential Treatment Center. This box may also be checked if the child/youth was placed through Article VI of the Compact.

**Sending State's Jurisdiction Terminated with the Concurrence of the Receiving State:** This item is marked when the jurisdiction of the sending state has ended for some reason other than the transfer of custody to parents or relatives with the concurrence of the receiving state's supervising agency and/or court. For example, if formal legal custody/guardianship is not going to be addressed but both states agree that supervision is no longer required or if both states agree to transfer jurisdiction to the receiving state. If the sending state's jurisdiction is terminated without the concurrence of the receiving state (including custody/guardianship transfer), the decision was made unilaterally and that box should be marked.

**Unilateral Termination:** This box is marked when the interstate agreement has been terminated unilaterally, whether by the sending or receiving state. A unilateral termination is one which one state terminates the interstate placement agreement without the concurrence of the receiving state.

**Child returned to Sending State:** Mark this box when the child returns to the state he/she was placed from. This may be due to a disruption in placement.

**Child moved to Another state:** Mark this box when the child moves to a state other than the sending state.

**Proposed Placement Request Withdrawn:** If you have submitted form ICPC-100A to request placement approval and have decided not to explore that resource further, mark this box, list the Name of the Proposed Placement Resource, and date of your decision to terminate the Compact. This box should be marked only when no action has yet been taken on Form ICPC-100A. If you are withdrawing more than one request, submit separate ICPC-100B on each and list each respective Placement Resource.

**Approved Resource Will Not Be Used For Placement:** This box should be marked when you have received an approved ICPC-100A but have decided not to place the child with that resource. List the name of the Approved Placement and date of your decision to terminate the Compact.

**Other Reason:** Please mark and specify if the reason for Compact Termination is not listed above; for example, the entire family moved to another state (new address should be indicated under Placement Change), the death of a child, the child ran away and his/her whereabouts are unknown.

**Date of Termination:** Indicate the exact date of the activity, which terminated the Compact Agreement.

#### **Section IV: SIGNATURES**

If a private individual or local agency is completing the form, please have a designated person sign, under Person/Agency/Supplying Information, identify his/her agency, and date the signature.

The second block should be signed and dated by the Compact Administrator, Deputy, or Alternate.

#### **DISTRIBUTION**

Self-explanatory.

Child Profile\_11/2015

### CHILD PROFILE

Used For:

- Adoption
- Foster Care
- Kinship
- ICPC
- Residential/Tx FC

Name: \_\_\_\_\_ Gender: \_\_\_\_\_

DOB: \_\_\_\_\_ Age: \_\_\_\_\_ Race: \_\_\_\_\_

Child's Legal Status: \_\_\_\_\_

Permanent Plan: \_\_\_\_\_

Current Placement: \_\_\_\_\_

How long at current placement: \_\_\_\_\_

Number and types of placements child has been in:

If multiple moves, list reasons for moves: \_\_\_\_\_

Residential care: \_\_\_\_\_

Discharge date: \_\_\_\_\_

Physical appearance: \_\_\_\_\_

Behaviors: \_\_\_\_\_

Medical Needs/Diagnosis (Please be specific): \_\_\_\_\_

Mental Health Needs/Diagnosis (Please be specific): \_\_\_\_\_

Educational Needs/Diagnosis (Please be specific): \_\_\_\_\_

List Any Treatment Needs:

\_\_\_\_\_  
\_\_\_\_\_

Child Placement Needs/Resource Family Strengths (single or two parent, Etc.): \_\_\_\_\_

Child Profile\_11/2015

**Interaction with others:** \_\_\_\_\_

**Family Involvement (Explain connections between child and siblings, and with proposed placement resource.):** \_\_\_\_\_

**Type of Abuse/Neglect Experience (Include details surrounding relationship of perpetrator to child, when, etc.):** \_\_\_\_\_

**Loss History:** \_\_\_\_\_

**Transition planning (What is expected for family visitation, length of transition, level of effort required by kin / resource for transition):** \_\_\_\_\_

**CPS Knowledge of Resource Family's Existing Protective Capacities:**  
\_\_\_\_\_

**Current Family Services Specialist:** \_\_\_\_\_

**Date completed:** \_\_\_\_\_

**Local Office:** \_\_\_\_\_