



THE CONFEDERATED SALISH AND KOOTENAI TRIBES
OF THE FLATHEAD NATION

P.O. BOX 278
Pablo, Montana 59855
406-275-2700
Fax: council.fax@cskt.org
Website:www.cskt.org



A People of Vision

A Confederation of the Salish,
Pend d' Oreille
and Kootenai Tribes

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Dear Caregiver Applicant(s):

Thank you for your interest in becoming a caregiver for CSKT children. Completing the enclosed application, is one of the first steps toward licensure. Some applicants may be seeking to provide care for children who are relatives, while others may wish to open their homes to children who do not have available family.

It may be helpful to understand that the licensing process involves several requirements (see below). The first step is to fill out the application. Once this is complete, the second step is to make an appointment with the Licensor. The Licensor will advise you on the documentation needed at this appointment to move forward in the process. Please keep in mind, applying does not guarantee licensure.

- ❖ Caregiver application
- ❖ Signed releases of information
- ❖ Copy of Driver's License, vehicle insurance and registration
- ❖ Signed W9 (one per house hold)
- ❖ Personal health statement
- ❖ Child Protective Services background check
- ❖ Local criminal background check
- ❖ Driving record check
- ❖ National background check with fingerprints as mandated by Public Law 101-630
- ❖ Signed caregiver agreement form
- ❖ Home study
- ❖ DHRD/SS child safety agreement
- ❖ Completion of caregiver training that is required (within 6 months of licensure)

We are here to work with you and are happy to answer any questions you may have throughout the process. I can be reached at (406) 675.2700 ext. 1027; Joshua.griffin@cskt.org, or Jason HeavyRunner ext. 1333; Jason.heavyrunner@cskt.org. Thank you for your interest in becoming a caregiver; we look forward to working with you and your family.

Respectfully,

Joshua Griffin
Foster Care Licensor

Caregiver Application

The information requested will be used by Tribal Social Services (TSS) in the performance of official duties. The information will be disclosed to appropriate federal, tribal, state, local or foreign law enforcement and regulatory agencies when relevant to civil or regulatory investigations or prosecutions. Disclosure may also occur when required by a tribal nation or other government entity in connection with the hiring or termination of an employee; the issuance or revocation of a caregiver license; investigation of activities while associated with a child. Failure to consent to the disclosure described in this notice will prevent TSS from selecting you as a caregiver. Any false statement on any part of your application will result in cancellation of your application.

HEAD OF HOUSEHOLD INFORMATION

Name: _____ DOB: _____
Tribal Affiliation: _____ Where: _____
Marital Status: _____ SS#: _____
Driver License #: _____ State: _____ Expires: _____
Physical Address: _____ City: _____ State: _____ Zip: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
County: _____ How long at current address: _____
If less than 5 years, please list previous address; _____
Home/Cell number: _____ Work no.: _____

SPOUSE/PARTNER INFORMATION

Name: _____ DOB: _____
Other Names Used: _____
Tribal Affiliation: _____ Where: _____
Marital Status: _____ SS#: _____
Driver License #: _____ State: _____ Expires: _____
Home/cell number: _____ Work no.: _____

OTHER ADULT HOUSEHOLD MEMBERS (Every individual in the household who is 18 years of age must complete a separate background check)

Name	DOB	Age	Relationship to family
_____	_____	_____	_____
_____	_____	_____	_____

CHILD(REN) HOUSEHOLD MEMBERS

Name	DOB	Age	Relationship to family
_____	_____	_____	_____
_____	_____	_____	_____

FAMILY HEALTH INFORMATION

Is anyone presently under the care of a physician? Yes No Whom: _____
Health Issues/Limitations: _____

Are you aware of the critical importance of storing all medications prescribed or over the counter where children cannot access them?

Yes No

Describe where all medication is stored? _____

Are you certified with the American Heart Association for the Heartsaver CPR Program?

Yes No

If yes, have you given the Licensor a copy of your certificate? Yes No

Do you have a basic First Aid Kit in your home? Yes No

If yes, where is it located and accessible? _____

If no, where are the first aid supplies located in your home? _____

HOME INFORMATION

Status: Own Rent Apartment

Number of Bedrooms: _____ Number of Bathrooms: _____ Number of Rooms: _____

Smoke Detectors: Yes No How many: _____ Location: _____

A-B-C Fire Extinguishers (at least 2.5 lbs.): Yes No How many: _____

Location: _____

Heating Source: _____

If house has a woodstove, date of last chimney sweep: _____ - _____ - _____ N/A

Sleeping and clothes storage accommodations for children in care:

Dresser(s): Yes No Other: _____

Own Bed(s): Yes No Other: _____

Own Room: Yes No Other: _____

Own Closet: Yes No Other: _____

Indoor playing area: Yes No Outdoor playing area: Yes No

ALCOHOL AND/OR DRUG INVOLVEMENT

Is any household member(s) involved in the use of alcohol or drugs? Yes No

If yes, whom: _____

Any household member(s) involved with alcohol or drugs in the past? Yes No

If yes, whom: _____

Have you ever been treated by an inpatient drug or alcohol treatment center? Yes No

If yes, whom? _____

Have you received services in an inpatient mental health treatment center? Yes No

If yes, whom? _____

Does anyone in the household smoke and/or chew tobacco or vape? Yes No

Where do you/they smoke or vape? _____

CRIMINAL HISTORY INFORMATION

NOTE: Criminal history checks for all adult household members (18+ is mandatory for licensing). Delinquent juveniles in residence will also be required to have a criminal history check. Any charges or convictions listed in this section shall be considered on a case-by case basis.

Do you or your partner, or any adult member of your household have pending criminal charges (felony or misdemeanor)? Yes No If yes, whom: _____

Has any member(s) of your household been charged or convicted of any felony or misdemeanor in the past five (5) years? Yes No If yes, whom: _____

FIRE ARMS

Do you keep any fire arms or other weapons in the home? Yes No
If yes, where: _____

What safety precautions do you take to ensure that children do not have access to these weapons/firearms?

Are you in need of safety gun or weapon safety locks? Yes No

CHILDCARE

Would you have a need to arrange for childcare Yes No

Who will be your primary childcare provider?

Name: _____

Mailing/Physical Address: _____

Phone number: _____

RELIGIOUS/TRIBAL/CULTURAL

Do you have a religious/cultural belief? Yes No _____

How often do you attend these activities? _____

Will you promote tribal cultural activities? Yes No

SCHOOL INFORMATION

Which school district do you reside in? _____

Will you be available to attend parent/teacher conference and other school related activities as needed?

Yes No Comment: _____

How will the foster children be transported to and from school? _____

CAREGIVER INFORMATION

Have you ever been a caregiver provider? Yes No Date of certification: _____

What were the circumstances ending your previous care giver certification?

Voluntary Involuntary Why?: _____

What type of foster care are you interested in providing? Emergency Relative Only/Fictive Kinship
 Non-relative children Guardianship or Adoption

How many children are you willing to care for? _____ Age(s): _____

Do you have a preference for gender/sex? Yes No

Are you able to provide for a medically needy child? Yes No

Are you able to provide for a child with mental, cognitive, behavior and/or physical disabilities? Yes No

If yes, what experience/training have you had in dealing with special needs children?

Sibling groups may be place together. How many can you reasonably provide care for? _____

SUPPORT

What support services are available to your household? (i.e., Family, Friends, Co-Workers, Church, Schools, etc.)

FAMILY INCOME STATEMENT

Retired Yes No
Currently working Yes No

HEAD OF HOUSEHOLD

Employer: _____ Work Number: _____

Job Title: _____ How Long: _____

Supervisor: _____

SPOUSE/PARTNER OTHER

Retired Yes No
Currently working Yes No

Employer: _____ Work Number: _____

Job Title: _____ How Long: _____

Supervisor: _____

Is any member of your household receiving any financial resource support? Yes No

If yes, whom: _____

- TANF GA SNAP Workman Comp Disability/SSI
 VA Benefits Commodities Unemployment

How much total: \$ _____

Do you or your spouse have any child support obligations? Yes No

If yes, whom: _____ How much: \$ _____

I affirm that the information provided in this application is true and accurate to the best of my knowledge. I understand that any falsification may result in the denial of my application or the revocation of my caregiver application.

Applicant Signature

Date

Applicant Spouse Signature

Date

STATE OF MONTANA
Department of Public Health and Human Services

RELEASE OF INFORMATION
Criminal/ Motor Vehicle/Protective Service Background Checks

Section A PLEASE PRINT LEGIBLY

Name: _____
 First Middle Maiden Last

Aliases/Other Names Used: _____

Physical Address: _____

Mailing Address: _____

Sex: Male Female

Date of Birth: _____

Social Security #: _____ Driver's License # _____

Section B Adults

Please provide complete information below where you have resided since age 18.

Pursuant to A.R.M. 37.51.310(7) A Child Protective Service check will be requested from all states in which an individual/applicant has lived for the last five years at a minimum.

If applying to adopt a child, and the person listed in section A is under age 18, please list below where the person named in Section A has resided since **age 13**.

Pursuant to Mont. Code Ann. §42-3-203(2)(b), the Department may complete a youth court records check on any person living in the prospective adoptive home.

Please attach additional pages if necessary:

City	County	State	Dates of Residency (From – To)

Section C (Please check one)

- a Child Placing Agency employee/volunteer
- Child Placing Agency – Therapeutic Foster Care
- Emergency Placement/Kinship Foster Care (Includes Guardianship/Adoption)
- Youth Foster Care (Includes Guardianship/Adoption)
- Adoption/Guardianship Only or
- a member of (applicant name), _____'s household who is applying to be licensed for youth foster care or licensed kinship care or emergency placement.

Section D (Authorization Statement and Signature)

As part of the initial and subsequent annual application process for emergency placement or licensed youth care or application for employment/ volunteer of a Child Placing Agency, I am aware that _____ (provider or its authorized representative) has requested confidential information from Montana Department of Public Health and Human Services in accordance with 41-3-205(n)and(o), and 52-2-622 MCA as part of a review of my personal background in connection with my status as a prospective resource parent, or member of household, employee or volunteer of that entity.

I am aware that this release pertains to any report(s) of child abuse or neglect in Montana that indicates ***a risk to children***. Records that indicate a risk to children are those that show a substantiation of child abuse/neglect on the person; and/or a history that a child in their care was adjudicated by a court as a youth in need of care; and/or a history that shows that the person has had their caregiver rights to a child terminated. This release also pertains to any criminal history records and motor vehicle records and may contain information that could adversely affect my approval/licensure as outlined in ARM 37.51.216 or employment/ volunteer status as outlined in ARM 37.93.110 and ARM 37.93.204.

I understand and agree that this signed and notarized release of information remains valid for criminal and Motor Vehicle background checks conducted annually by the Department for purposes of licensure renewal.

I hereby authorize any law enforcement, motor vehicle or protective services agency to release all records they have regarding me to the State of Montana, Department of Public Health and Human Services. I hereby authorize release of such information by the Department to any Licensed Child Placing Agency (if applicable) in the State of Montana. A copy of this form is as valid as the original.

I am also aware that although the entities or individuals requesting and receiving confidential CFSD information are bound by law or agreement with DPHHS to protect or preserve its confidentiality, DPHHS cannot assure that confidentiality will be maintained after this information is released by DPHHS. I hereby release CFSD from any claims or causes of action which may subsequently arise from release of this confidential information.

Note: Any deletions or oversights may result in the denial of your application.

(Agency Name and Address)

Signed: _____ Date: _____

(To be signed in front of a Notary)

If minor: Responsible Parties Name _____

(Notary Stamp below)

TO BE COMPLETED BY A NOTARY PUBLIC:

State of Montana County of: _____

Signed and acknowledged before me on _____ day of _____ A.D. 20 _____

Notary Public signature: _____

The Department of Public Health and Human Services (DPHHS) does not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. If you believe you have been subjected to discrimination contact the DPHHS Human Resources Division at (406) 444-3136 or the Montana Human Rights Bureau at (800) 542-0807, or relay service at 711.

Confederated Salish & Kootenai Tribes
 Department of Human Resource Development/Social Services Division
 Release of Information: Authorization for the Use and Disclosure of Information

By signing this form, you are giving the agency/individual permission to share the written records and oral information you indicate below. Tribal Social Services Division will protect the confidentiality of your records and your records cannot be disclosed without your written consent, except as provided for under Federal or State of Montana Law. However, this does not prevent the information from being shared once it leaves our office. This authorization will expire two years from the date of your signature unless otherwise specified (not more than 30 months). If you want to revoke this Authorization at any time, you must do so by signing the AUTHORIZATION REVOCATION below and present the written revocation to the Tribal Social Services office. Tribal Social Services does not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. If you believe you have been subjected to discrimination, contact Tribal Social Services Division Director at (406) 675-2700 Ext: 1214.

Name: _____ Date of Birth: _____
 Previous Names/Alias: _____ Social Security #: _____

This authorization will expire two years from signature (same month and day) or on this date: _____
 Information will be released to: (initial each box); as applicably specify recipient.

<input type="checkbox"/> CSKT-DHRD Tribal Social Services Division	<input type="checkbox"/> Health Care Provider
<input type="checkbox"/> Government/Private Agency (in and out of state)	<input type="checkbox"/> Mental Health Provider
<input type="checkbox"/> CSKT Clerk of Courts	<input type="checkbox"/> Lake County sheriff's Office

Information Requested: As applicable, initial each box, specify date of service and service/record(s) requested.

<input type="checkbox"/> Medical/Dental Test/Evaluation/Report/Update	<input type="checkbox"/> Education Information: All School Records
<input type="checkbox"/> Psychiatric and Psychological Test/Evaluation Report/Update	<input type="checkbox"/> Mental Health Test/Evaluation/Report/Update
<input type="checkbox"/> Child and Family Service Case Records	<input type="checkbox"/> Immunization Records
<input type="checkbox"/> Alcohol/Drug Test/Evaluation/Report/Update	<input type="checkbox"/> Title IV-E Eligibility (related to inter-jurisdictional private adoptions and foster care payment funding), SSA, Financial Institutions, and Department of Labor Earnings Records
<input type="checkbox"/> Licensing Documentation/Home Study	<input type="checkbox"/> Other: _____

I authorize (agency or individual's name/address): _____
 to release information in my record (as indicated above with a check mark and initials) as noted above, which may include information relating to: Sexually transmitted disease, acquired immunodeficiency (AIDS) or human immunodeficiency virus (HIV) behavioral or mental health service, treatment for alcohol and drug abuse.

My signature below confirms that I understand the statements above, agree to the terms of the disclosure, and will receive a copy of this authorization.

Printed name: _____

Signature: _____

Date: _____

Authorization Revocation: I no longer want this information shared.

Signature: _____

Date: _____

This authorization and consent are subject to revocation at any time except to the extent that the disclosure was made prior to the time it was revoked. This revocation must be submitted to Tribal Social Services.



Driver Record Request

PLEASE PRINT P.O. Box 201430 Helena, MT 59620-1430 • Phone (406) 444-3933 • Fax (406) 444-3816 • driverlicense@mt.gov • mvdmt.gov

Office Use

1. Requested Information (check one)

[3] A. Your Driving Record
 B. Another Person's Driving Record

Intended Use: To be completed if you check "B" above:

[1] For use by a federal, state, or local government agency, including a law enforcement agency or any individual acting on behalf of the agency in carrying out its functions. You must complete "Consent to Release Driving Record to Another Person or Entity" on next page.

[2] For use by a business or its agents, employees, or contractors in their normal course of business to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors. If the submitted information is not correct or no longer correct, to obtain the correct information for the purposes of preventing fraud by pursuing legal remedies against or recovering on a debt or security interest against the individual.

[4] With written consent of the individual(s) who is/are the subject(s) of this search – The Personal information Express Consent form on page two must be completed.

[5] For use as a part of the civil, criminal, administrative, or arbitrate proceeding in any court or government agency or before a self-regulatory body, including the service of process, an investigation in anticipation of litigation, and the execution or enforcement of judgements and orders, pursuant to an order of any court.

[6] For use by an insurer, insurance support agency, or self-insured entity about the investigation of claims, antifraud activities, ratemaking, or underwriting.

[7] For use by a licensed private investigator or security service for any purpose authorized under Montana law.

[8] For use by an employer or its agent to verify information related to a holder of commercial driver license required under federal or Montana law.

[9] For use in providing notice to the owners of towed, abandoned, or impounded vehicles.

[10] For use by a parent of a child under 18 years of age.

[11] For any other use that is specifically related to the operation of a motor vehicle or to public safety and is authorized under Montana Law.

Describe other use: _____

2. Requester Information

Name of Requester: _____

Employer/Company (if applicable): _____ Email _____

Mailing Address: _____ City _____ State _____ Zip _____

Residential Address: _____ City _____ State _____ Zip _____

Daytime Phone: _____ Fax: _____ Federal Tax ID #: _____ State: _____

<p>3. Search Information: This Section must be complete.</p> <p>Full Name: _____</p> <p>Date of Birth: _____</p> <p>Driver License #: _____ (optional)</p>	<p>4. Driving Records Fees</p> <p><input type="checkbox"/> Driving record = \$4.12 per record <input type="checkbox"/> Certified driving record = \$10.30 per record</p> <p>5. Delivery Fees</p> <p><input type="checkbox"/> Mail record = \$3.09 extra per mailing (unless a self-addresses, stamped envelope is included) <input type="checkbox"/> Digital File Transfer or Fax record = \$3.09 for the first five pages, (provide your fax number in section 2 above)</p> <p style="text-align: right;">Total = \$ _____</p> <p style="text-align: center;">Make Check Payable to: Motor Vehicle Division</p>
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6. Certification: I certify under the penalty of law (§ 45-7-203, MCA Unsworn Falsification to Authorities):

- I have read the Montana driver Privacy Protection Act, § 61-11-501 through § 61-11-516, MCA, and understand that I can only use the information in driving or vehicle records for limited purposes.
- I understand that Montana law § 61-11-509(5), prohibits me from using the data to publish a driver or vehicle owner's personal information, disclose it to a third party, or contact individuals, except for a use that is specifically permitted in § 61-11-507 through § 61-11-509.
- I further understand if I am allowed to provide personal information or highly-restricted personal information that is sold or disclosed to a third party, I must create and maintain records for a period of not less than five years from the date of sale or disclosure that show the name, address, telephone number, and any other identifying information of the third party who bought or received the information and the specific permitted use for which the information was obtained. The records must be produced or made available for inspection at the request of the department.
- I am the person listed as the requester, or if I am signing for an entity, the entity authorized me to do so.
- The information I put on this form is true and correct to the best of my knowledge.
- A list of persons prepared by a public agency may not be used as a distribution list without first securing the permission of those on the list.
- As used in this section, "distribution list" means any list of personal contact information collected by a public agency and used to facilitate unsolicited contact with individuals on the distribution list.

Signature of requester: _____

Printed Name: _____ Date: _____



Consent to Release Driving Record & Non-identifiable Personal Information Request

PLEASE PRINT P.O. Box 201430 Helena, MT 59620-1430 • Phone (406) 444-3933 • Fax (406) 444-3816 • driverlicense@mt.gov • mvdmt.gov

This form authorizes the Department of Justice, Motor Vehicle Division, to release my driving record to another person or entity.

Name on Driving Record: _____

Driver License #: _____ Date of Birth _____

Residing at: _____ City _____ State _____ Zip _____

I hereby authorize the Department of Justice to release my driving record to the following individual or entity:

Name _____

Address: _____ City _____ State _____ Zip _____

I certify under penalty of law (§ 45-7-203, MCA Unsworn Falsification to Authorities):

- I have read the Montana Driver Protection Act, § 61-11-501 through 61-11-516, MCA, and I understand that I can only use the information in this driving record for limited purposes.
- I am the person listed as the requestor.
- If I am signing for an entity, the entity authorized me to do so.
- The information I put on this form is true and correct to the best of my knowledge.

Signature: _____

Printed Name: _____ Date: _____

Applicant Rights and Notification for Consent to Fingerprint

As an applicant who is the subject of a national fingerprint based criminal history record check for a noncriminal Justice purpose (such as an application for employment or a license, an immigration or naturalization matter, security clearance, or adoption) you have certain rights which are discussed below.

- You must be provided notification¹ by the licensing department or appropriately trained staff members that your fingerprints will be used to check the criminal history records of the FBI.
- You must be provided, and acknowledge receipt of, an adequate Privacy Act statement when you submit your fingerprints and associated personal information. This Privacy Act statement should explain the authority for collecting your information and how your information will be used, retained, and shared.
- If you have a criminal history record, the officials responsible for determining your suitability for employment, licensure, or any other benefit must give you the opportunity to review, complete, or challenge the accuracy of the information contained in that record.
- The officials must advise you that the procedures for obtaining a change, correction, or updating of your criminal history record are set forth as Title 28, Code of Federal Regulations (CFR), Section 16.34.
- If you have a criminal history record, you should be afforded a reasonable amount of time to correct or complete the record (or decline to do so) before the officials deny you the employment, license, or other benefit based on information in the criminal history record.²

You have the right to expect that officials receiving the results of the criminal history record check will use it only for authorized purpose and will not retain or disseminate it in violation of federal statute, regulation or executive order, or rule, procedure or standard established by the National Crime Prevention and Privacy Compact Council.³

If agency policy permits, the officials may provide you with a copy of your FBI criminal history record for review and possible challenge. If agency policy does not permit it to provide you a copy of the record, you may obtain a copy of the record by submitting fingerprints and a fee to the FBI. Information regarding the process may be obtained at <https://www.fbi.gov/services/cjis/identity-history-summary-checks>

If you decide to challenge the accuracy or completeness of your FBI criminal history record, you should send your challenge to the agency that contributed the questioned information to the FBI. Alternatively, you may send your challenge directly to the FBI at the same address as provided above. The FBI will then forward your challenge to the agency that contributed the questioned information and request the agency to verify or correct the challenged entry. Upon receipt of an official communication from that agency, the FBI will make any necessary changes/corrections to your record in accordance with the information supplied by that agency.

If a change, correction, or update needs to be made to a Montana criminal history record, or if you need additional information or assistance, please contact Montana Criminal records and Identification Services at DOJCRISS@mt.gov or (406) 444.3625

Your Signature below acknowledge this agency has informed you of your privacy rights for fingerprint-based background check requests used by the agency.

Signed: _____

Name

Date

¹ Written notification includes electronic notification but excludes oral notification.

² See 28 CFR 50.12(b)

³ See 5 U.S.C 552a(b); 28U.S.C 534(b); 42 U.S.C. 14616, Article IV(c); 28 CFR 20.21(c), 20.33(d) and 906.2(d).

Privacy Act Statement

This privacy act statement is located on the back of the FD-258 fingerprint card.

Authority: The FBI's acquisition, preservation, and exchange of fingerprints and associated information is generally authorized under 28 U.S.C. 534. Depending on the nature of your application. Supplemental authorities include federal statutes, state statutes pursuant to Pub. I. 92-544. Presidential Executive Order, and federal regulations. Providing your fingerprints and associated information is voluntary; however, failure to do so may affect completion or approval of your application.

Principal Purpose: Certain determinations, such as employment, licensing, and security clearances may be predicated on fingerprint-based background checks. Your fingerprints and associated information/biometrics may be provided to the employing, investigating, or otherwise responsive agency, and/or the FBI for the purpose of comparing our fingerprints to other fingerprints in the FBI's Next Generation Identification (NGI) system or its successor systems (including civil, criminal, and latent fingerprint repositories) or other available records of the employing, investigating, or otherwise responsible agency. The FBI may retain your fingerprints and associated information/biometrics in NGI after the completion of this application and, while retained. Your fingerprints may continue to be compared against other fingerprints submitted to or retained by NGI.

Routine Uses: During the processing of this application and for as long thereafter as your fingerprints and associated information/biometrics are retained in NGI, your information may be disclosed pursuant to your consent, and may be disclosed without your consent as permitted by the Privacy Act of 1974 and all applicable Routine Uses as may be published at any time in the Federal Register, including the Routine Uses for the NGI system and the FBI's Blanket Routine Uses. Routine Uses include, but are not limited to, disclosures to: employing governmental or authorized non-governmental agencies responsible for employment, contracting, licensing, security clearances, and other suitability determinations: local, state, tribal, or federal law enforcement agencies; criminal justice agencies; and agencies responsible for national security or public safety.

NCPA/VCA Applicants

To: _____;

You have applied for employment with, will be working in a volunteer position with, or will be providing vendor or contractor services to CSKT- Tribal Social Services for the position of Caregiver.

The National Child Protection Act of 1993 (NCPA), Public Law 103-209, as amended by the Volunteers for Children Act (VCA), (Pub. I. 105-251 Sections 221 and 222 of Crime Identification Technology Act of 1998), codified at 42 United States Code (U.S.C.) Sections 51 19a and 51 19c, authorizes a state and national criminal history background check to determine the fitness of an employee, or volunteer, or a person with unsupervised access to children, the elderly, or individuals with disabilities.

1. Provide your name, address, and date of birth, as it appears on a document made or issued by or under the authority of the United States government, a State, political subdivision of a State, a foreign government, a political subdivision of a foreign government, an International governmental or an International quasi-governmental organization which, when completed with information concerning a particular individual, is of a type intended or commonly accepted for the purpose of identification of individuals, 18 U.S.C. §1028(D)(2).
2. Provide a certification that you (a) have not been convicted of a crime, (b) are not under indictment for a crime, or (c) have been convicted of a crime. If you are under indictment or have been convicted of a crime, you must describe the crime and the particulars of the conviction, if any.
3. Prior to the completion of the background check, the entity may choose to deny you unsupervised access to a person to whom the entity provides care.

The entity shall access and review State and Federal criminal history records and shall make reasonable efforts to determine whether you have been convicted of, or are under a pending indictment for, any crime that may affect your fitness. The entity shall then convey that determination to the qualified entity. The entity shall make reasonable efforts to provide a written response to the inquiry within 15 business days.

Your Name: _____
 First Middle Maiden Last

Date of Birth: _____

Address: _____
 City State Zip

I have been convicted of or am under pending indictment for the following crimes (include the dates location/jurisdiction, circumstances and outcome): _____

I have not been convicted of nor am I under pending indictment for any crimes.

I authorize Montana Department of Justice, Criminal Records and Identification Services Section to disseminate criminal history record information to: _____

Signature of Applicant

Date

Caregiver Agreement

The purpose of this agreement is to formalize the placement of Tribal children by Tribal Social Services with approved Caregiver provider(s). This agreement establishes the responsibilities and expectations of all parties involved in the care and supervision of the child(ren). The parties to this agreement are the Caregiver provider(s) named herein, and the Tribal Social Services and Licensing.

All parties agree to the following terms and conditions:

1. DISCIPLINE

The caregiver agrees to the following:

- a. The caregiver agrees to utilize discipline or control appropriate to the child's age and developmental level; i.e. physical: medical, educational, neglect; abuse: emotional physical, psychological.
- b. The caregiver agrees to train and discipline all children placed in his/her home with kindness and understanding.
- c. The caregiver agrees not to use corporal punishment as a form of discipline.
- d. The caregiver agrees not to punish a child for bed-wetting, soiling or other similar behaviors.
- e. The caregiver agrees that no child in his/her care shall be subject to verbal abuse.
- f. The caregiver agrees that no child in his/her care be subject to any form of sexual abuse.
- g. The caregiver agrees that no child in his/her care shall be subject to derogatory remarks about either the child or child's family.
- h. The caregiver agrees that no child in his/her care shall be subject to threats to expel the child from the caregiver home.
- i. The caregiver agrees not to deprive a child of meals, mail or family visits as a means of discipline.
- j. The caregiver agrees not to allow any child to punish another child placed in his/her care.
- k. The caregiver agrees not to place a child in any locked room as a form of discipline.
- l. The caregiver agrees that the participation or nonparticipation in a religious activity shall not be used as a reason to discipline a child.
- m. The caregiver agrees that medication shall never be used to discipline or threaten a child.
- n. If a caregiver resorts to use of corporal punishment of a foster child, the caregiver will report such incident(s) within the next working day to the child's social worker and foster care licensor.

2. MAINTAINING A FILE/RECORD OF INFORMATION

The caregiver agrees to maintain the following information about a child placed in the caregiver(s) care.

- a. A record of significant childhood events and life experiences, such as schools attended, grade reports, family photographs or photographs of the child, achievements of the child, physical development of the child, medical treatment, immunization, birth certificates, social security cards, and information regarding the child's biological parents and relatives.

3. CHILD CASE PLAN DEVELOPMENT

The caregiver shall actively participate in the implementation of the case plan developed for the foster child as requested by Tribal Social Services.

4. FOSTER CARE REVIEW COMMITTEE

The caregiver will actively participate in the implementation of the case plan developed for the foster child as requested by Tribal Social Services.

5. VISITATION AND MAINTAINING OF FAMILY TIES

The caregiver shall make every reasonable effort to assist the child in maintain ties between the foster child and their natural parents and extended family as approved by Tribal Social Services. The caregivers shall permit, encourage and facilitate visitation between the foster child and their natural parents or extended family as approved by Tribal Social Services. Caregivers may be asked to assist in transporting children in their care to facilitate visitation.

6. NUTRITION

The Caregiver shall provide regular substantial and well-balanced meals for a foster child placed in his/her care.

7. CLOTHING

The caregiver must ensure that each foster child has their own clothing that is appropriate for the weather, and suitable for the child's age and size. The foster child's clothing should be comparable in quality and style to that of other children in the household, school, or community. The caregiver agrees that any clothing and personal allowances provided by Tribal Social Services, including but not limited to funds for food, school supplies, personal items, and shelter, shall be used exclusively for meeting the foster child's needs.

8. PERSONAL HYGIENE

The caregiver shall provide a foster child with adequate and age appropriate training in personal care; hygiene and grooming. Piercings and haircuts require permission from the biological parents and the caregiver(s) will request this through Tribal Social Services.

9. PRIVACY

The caregiver shall allow privacy for the foster child and shall provide appropriate sleeping arrangements. Caregivers shall provide separate storage space for clothing and personal articles and place to display the child's socially appropriate creative works and symbols of identity.

10. OFF RESERVATION TRAVEL

The caregiver shall obtain written permission from Tribal Social Services for activities where a foster child leaves the Flathead Reservation. This includes the following surrounding counties of Missoula, Flathead, and Sander's counties. Tribal Social Services prefers a minimum of five (5) working days of prior notice from the caregiver regarding the date, purpose, and destination of the travel.

11. RELIGIOUS PRACTICES

The caregiver agrees that he/she shall not change or influence the child's religion without the written approval of the child's natural parent or legal guardian. The child shall be permitted to practice their respective religion.

12. CULTURE AND TRADITION

- a. The caregiver agrees to support, encourage and facilitate the child's connection and participation in traditional customs, celebrations and cultural activities.
- b. The caregiver will also respect and preserve the culture's tradition of maintain the length of the hair of the child by not cutting the child's hair. The length of the hair is of cultural importance and social workers will obtain prior approval of biological parents.

13. EMERGENCY HEALTH CARE

If the need for emergency medical treatment of the foster child shall arise, the caregiver shall make necessary arrangements for emergency care at a nearby hospital, clinic or doctor's office. The caregiver agrees, as soon as possible thereafter, to notify Tribal Social Services of the emergency medical care (within one working day or contact an on-call worker on weekends.)

14. EDUCATION

The caregiver shall ensure that the foster child attends school, unless otherwise provided for or directed by Tribal Social Services. The caregiver shall provide the foster child with age appropriate opportunities for peer group experiences in school and in the community. The caregiver shall provide age appropriate opportunities for education, social and cultural growth through suitable reading materials, experiences, toys and equipment.

15. WORK EXPERIENCE AND TRAINING

The caregiver shall assist Tribal Social Services and older children in the selection of an appropriate occupational or training course, or employment, if appropriate. The child shall not be an employee of the caregiver home. The caregiver agrees that tasks and household assignments shall be appropriate to the age and abilities of the foster child, and shall not interfere with school, health or necessary recreation.

16. REPORTING CHILD ABUSE AND/OR NEGLECT

The caregivers are mandated reporters of child abuse or neglect, and agree to immediately report any suspected child abuse or neglect as required by the Confederated Salish and Kootenai Children's Code and Montana Law. Montana Centralized Intake child abuse hotline, 1.866.820.5437.

17. REQUEST FOR REMOVAL OF THE FOSTER CHILD

If a placement of a foster child breaks down, the caregiver agrees that Tribal Social Services requires advance notification of fourteen (14) working days to find a suitable placement for the child (in the absence of a need for emergency removal.)

18. USE OF ALCOHOL/DRUGS

Consumption of alcohol/drugs with the foster child(ren) present will not be tolerated. The caregiver(s) shall agree to make appropriate childcare arrangements.

19. USE OF MARIJUANA/NICOTINE/CHEWING TOBACCO

Use of marijuana or nicotine in any form including smoking, vaping, edibles, or chewing tobacco while in the presence of the foster child(ren) is strictly prohibited. Caregiver(s) must agree to make appropriate arrangements to ensure that no such substances are used around the foster child(ren) at any time. If a caregiver uses marijuana for medical purposes, they are required to provide a valid medical marijuana card to the Licensor.

20. SOCIAL SERVICES SCOPE OF RESPONSIBILITIES

- a. **Caregiver Provider Training:** Tribal Social Services shall provide the required initial caregiver provider training.
- b. **Annual Training:** Tribal Social Services will offer and suggest to the caregiver various means to complete the required 12 hours of annual training.
- c. **Counseling and Instruction:** Tribal Social Services shall provide the caregiver with instruction, direction and advisement needed to work with specific foster children or specific behavior.
- d. **Monitoring and Supervision:** Tribal Social Services shall assign a Social Worker who will be responsible for case management and supervision of the foster home placement. Tribal Social Services shall ensure that the Foster Care Review Committee review's each case every six months. Tribal Social Services will also ensure the Court reviews each case as required.
- e. **Licensing:** Tribal Social Services shall monitor the caregiver's compliance with license requirements and licensing regulations. Caregiver licenses will be renewed each year upon completion of a licensing re-evaluation which includes a home visit.
- f. **Visits:** Tribal Social Services shall arrange visits between foster children, natural parents and extended family members unless there are documented reasons indicating visits are not in the child's best interests. Tribal Social Services shall determine if visits are to be supervised or unsupervised and will assist in providing supervision if required.
- g. **Health Care:** Tribal Social Services shall ensure that foster children receive a complete physical exam within seventy-two (72) hours of placement (if applicable). Tribal Social services will require that every caregiver home have the services of an available physician, and report it to the Home Visitor or Social Worker.

21. COMPENSATION

Caregivers shall be compensated for each child in placement at the rate specified for that child in the placement agreement between Tribal Social Services and the caregiver(s).

22. CONFIDENTIALITY

The caregiver agrees that all knowledge and information received from Tribal Social Services, it's employees, clients of Tribal Social Services, or by virtue of the performance of services under and pursuant to this agreement, shall for all time and for all purposes be regarded by the caregiver as confidential and held by the caregiver in confidence, and shall not be directly or

indirectly disclosed by the caregiver to any persons whatsoever, except authorized officials of Tribal Social Services or to others upon receipt of prior written authorization issued by Tribal Social Services.

23. INDEMNIFICATION

The caregiver agrees to assume all responsibility for the acts, errors or omissions of himself or herself and shall indemnify and hold harmless Tribal Social Services from and against all damages, liability, fees and causes of action that may arise in whole or in part out of or result from his or her acts, errors or omissions.

24. FORUM AND ATTORNEY FEES

In the event that legal action is brought by either party to enforce any obligation hereunder or otherwise arising out of this agreement, the parties agree and each expressly covenants as follows:

- a. The forum to hear such cause or enforce such obligation shall be the Court of the Confederated Salish and Kootenai Tribes, and the caregiver waives any objections to exercise personal or subject matter jurisdiction by said Court for purposes of this argument; and
- b. The losing party shall pay the prevailing party reasonable attorney fees and Court costs as set by the Court.

25. NO IMPLICIT WAIVER

No waiver by either Tribal Social Services or the caregiver with respect to any breach or default of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default of any other right or remedy, unless such waiver be expressed in writing and signed by the party to be bound.

26. AMENDMENTS

The parties agree that this agreement contains the entire agreement between the parties and that there are no implicit or verbal understandings other than those stated herein. This agreement can only be changed or modified by written consent of both parties.

27. DURATION AND TERMINATION

This agreement shall become effective upon signing the agreement and shall continue for the entire period the caregiver(s) are licensed. This agreement may be terminated pursuant to the following:

- a. By either party with or without cause, a two-day written notice is preferable.

- b. The caregiver shall be entitled to compensation for all work performed up to the date of termination set forth in such notice including reasonable expenses incurred, so long as the caregiver is performing in conformance with the terms of the agreement.

28. SEVERABILITY

The illegality or unenforceability of any word, phrase, or provision of this agreement shall not in any way affect or impair the legality of enforceability of the remaining words, phrases, or provisions of this agreement.

29. COOPERATION OF INVESTIGATION

Cooperate with any investigation or assessment of allegations of abuse, neglect, or maltreatment of any child placed in an approved caregiver home. This investigation will be handled in the same manner as any other allegation of other abuse or neglect conducted by Tribal Social Services.

30. NOTICES

Except as otherwise provided herein, all notices required or permitted under this agreement shall be in person or by depositing the same in the United States mail, certified to the appropriate following address:

Tribal Social Services
P. O. Box 278
Pablo, MT 59831

Caregivers names(s). Please print legibly

Caregiver address. Please print legibly

In witness whereof, the parties have executed this agreement.

Caregiver

Date

Foster Care Licenser

Date

**Department of Human Resources Development/Social Services
Child Safety Agreement**

This form contains information about the safety of the children placed in your care. By providing your initials and signature, you acknowledge that the agency has reviewed these safety requirements with you, and you agree to follow all of the requirements outlined below.

<p>Animal Safety: As children are the primary victims of animal bites, (I/we) agree to comply with the following mandates listed below to assure the safety of any child place in (my/our home):</p> <ul style="list-style-type: none"> • Provide close supervision of children when around animals. • Refrain from keeping dangerous or aggressive dogs, or other pets, in the home, unless properly secured with a leash, fence or cage, etc., (as discussed in the Licensing Policy Manual). • Notify DHRD-Licensors/Social Worker immediately if any dog attacks a child placed in your home. • Proof of vaccine records. 	<p style="text-align: center;">Caregiver(s) Initial Below</p> <p style="text-align: center;">_____</p>
<p>Gun Safety: Firearms take the lives of thousands of children each year. To prevent the accidental death of any child placed in (my/our) home, (I/we) agree to the following mandates:</p> <ul style="list-style-type: none"> • Inform Licensor, and Social Worker of the presence of firearms in (my/our) home, now or at any time in the future. • Secure all firearms in (my/our) home, using one of the commercial brand safety locks available for the purpose, or under lock and key. • Keep all firearms unloaded and locked and out of reach of children in the home. • Never allow children in the home to handle guns. 	<p style="text-align: center;">Caregiver(s) Initial Below</p> <p style="text-align: center;">_____</p>
<p>Motor Vehicle Safety: Motor vehicle accidents are the leading causes of deaths for children of all races, ages 5-14, according to national statistics. To ensure the safety of children placed in (my/our) care, (I/we) agree to adhere to the following safety precautions while riding or driving motorized vehicles.</p> <ul style="list-style-type: none"> • Secure children 8 years of age and under in a federally approved child safety restraint seat, that is properly installed according to the manufacturer's instructions. • Secure children 9 years of age in the rear seat of the vehicle with federally approved and properly installed safety belts. • Refrain from transporting children/youth under 18 years of age in the bed of a pickup truck at any time. Children must always be properly secured with safety seat belts. • Consult with Social Worker prior to allowing a child to ride as a passenger or driver on any of the following: automobile (as driver only), motorcycle; motorbike; all-terrain vehicles; small, high-speed water craft and other similar motorized vehicles. • Refrain from smoking/vaping/chewing tobacco while in vehicle. 	<p style="text-align: center;">Caregiver(s) Initial Below</p> <p style="text-align: center;">_____</p>
<p>Supervision: Children in care are required to be supervised by appropriate adult caretakers at all times. In keeping with this requirement, (I/we) agree to adhere to the following.</p> <ul style="list-style-type: none"> • Provide appropriate adult supervision for the children in my care at all times and report all changes in secondary supervision (child care providers) to my social Worker and Licensor. • Refrain from leaving children placed in my supervision in the care of minors. • Refrain from leaving children placed in my care in unattended in a motor vehicle. • Refrain from leaving children in my care in the are of unauthorized adult caretakers. Any substitute caretaker should have agency's approval. • Secure all prescription/over the counter medications out of the reach (medicine cabinet or locked cabinet) and out of sight of children ages 0-5, who are place in my care. • Obtain approval from the agency prior to leaving older children unsupervised. • Obtain approval from the agency prior to raveling out of Confederated Salish and Kootenai Reservation boundary, state, or country with a child(ren) place in my care. • Report any changes (divorce, marriage, change of address, additional household members, change in caregiver, driver's license, to my Licensor as required in the Licensing policy manual. 	<p style="text-align: center;">Caregiver(s) Initial Below</p> <p style="text-align: center;">_____</p>

Please proceed to back page.

