



STATE OF MICHIGAN

DEPARTMENT OF HEALTH & HUMAN SERVICES  
LANSING

GRETCHEN WHITMER  
GOVERNOR

ROBERT GORDON  
DIRECTOR

# Tribal Agreements Policy Manuals

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**DISCLAIMER**

Michigan Department of Social Services (DSS)/Family Independence Agency (FIA)/Department of Human Services (DHS) are one-in-the-same.

**AGREEMENT**

This Agreement, effective upon date of signature, is by and between the Michigan Department of Social Services, having a mailing address of 235 S. Grand Ave., Lansing, MI 48909 (formerly 300 South Capitol Avenue, Lansing, Michigan 49826) (hereinafter referred to as the "department") and Bay Mills Indian Community, having a mailing address of Rural Route #1, Box 313, Brimley, Michigan.

**Witnesseth**

**WHEREAS**, the department has been designated to cooperate with the Federal Government and with all other departments or agencies of the State in any plans established in cooperation with the State or local units of Government and private agencies under the provisions of MCLA 400.10: and,

**WHEREAS**, the department and Tribe has lawful authority to enter into the Agreement pursuant to Section 109 of the Indian Child Welfare Act of 1978, 25 USCA 1919.

**WHEREAS**, Mr. Jeffrey D. Parker has lawful authority to bind the Tribe to the terms set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

**1. Purpose**

The purpose of this Agreement is to provide Children's Protective Services coverage to the members of the Bay Mills Indian Community residing on Tribal Trust Land in Chippewa County, Michigan. To authorize protective services workers of the Michigan Department of Social Services to act on behalf of the Tribe under the Tribe's child welfare code, and to clarify the respective authority and responsibilities of DSS and Tribal workers.

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## 2. Protective Services Coverage on Tribal Trust Land

Under the Indian Child Welfare Act of 1978, the Tribe has exclusive jurisdiction over child welfare matters of its members who reside upon Tribal trust land. Notwithstanding this, the parties wish to authorize DSS protective services workers to act on the Tribe's behalf to protect the welfare of its members as follows:

- a. The Tribe hereby designates the Michigan Department of Social Service workers of the Chippewa County Social Service offices as Tribal Social Workers under the Tribe's child welfare code. DSS workers will exercise full authority of Tribal Protective Service Workers under said code.
- b. DSS agrees to provide protective services coverage on Tribal trust land in Chippewa county according to Act No. 238 P.A. of 1975, as amended and DSS policy for providing protective services.
- c. It is intended that the authority conferred upon DSS workers by this Agreement is to be exercised **when Tribal child welfare workers are unavailable**. This confers primary responsibility for responding to protective service matters after working hours and on weekends or holidays to the DSS workers handling emergency reports. During business hours, protective service matters will be referred to tribal child welfare authorities. However, DSS workers may act in an emergency situation when exigencies of the situation do not permit delays in action. DSS workers need not contact Tribal authorities prior to acting under this Agreement in emergency situations.
- d. DSS Protective Service Workers do not have the authority to remove children without prior court approval. The Tribal Judge/Magistrate responsible for Indian Child Welfare will be contacted by DSS Protective Services Workers prior to removing a child on an emergency basis. If the situation arises that the Tribal Judge/Magistrate cannot be located, the DSS Protective Service Worker will notify Tribal Police of the emergency and request that the child be removed by them. The Tribal Judge/Magistrate will be notified no later than the next business day of the emergency removal of the child by Tribal Police.

In the event that a child is taken into custody by DSS workers under this Agreement, the placement decision shall be made by the DSS worker with the placement priority as follows when feasible:

1. In the home of a responsible relative of the child.
  2. In a Tribal shelter care home.
  3. In a DSS shelter home.
- e. The parties agree that responsibility for continued supervision of a child taken into custody by DSS workers under this Agreement shall be transferred to Tribal authorities upon demand or on the next working day following removal from the home. Cases requiring transfer to the Tribal authorities include not only those involving tribal members, but also those involving Native Americans found on trust land. Cases involving non-Indians investigated on trust land shall be retained by the DSS worker and processed through Probate Court.
- f. DSS workers will provide a written report of each call it receives on Tribal trust lands to Tribal Social Workers.

### **3. Shelter Care Costs**

The Tribe shall be responsible for shelter care costs of children placed in foster or shelter care by DSS workers under this Agreement. Determining the financial responsibility for placement costs incurred in placing Native American children remains the responsibility of the Tribe.

### **4. Court Proceedings**

Tribal authorities shall determine whether a petition for continued custody is filed in any case where a child is taken into custody with a court order. DSS workers shall be available to participate as witnesses in Tribal Court in the event such is required. The Tribal authorities shall be responsible for prosecution of the case in Tribal Court.

### **5. Police Services**

- a. Trust lands in Chippewa county are under the jurisdiction of the Bay Mills Indian Community Tribal Law Enforcement for the purposes of police protection.

- b. The parties anticipate that law enforcement jurisdiction will not shift pursuant to Federal Law. In the event that a need for police protection occurs, the Tribe agrees that it will provide for police assistance to DSS workers under arrangements for law enforcement then pertaining.

## **6. Actions Against The Department**

Any actions brought against DSS or its employees for any alleged acts or omissions occurring on or off Tribal lands arising out of or connected to the performance of this Agreement must be brought in the appropriate courts of the State of Michigan and not the Tribal Court which shall decline to exercise jurisdiction over such actions, and all such actions shall be governed by the laws, procedural and substantive, of the State of Michigan including those laws pertaining to the immunity of the State and its employees.

## **7. Information And Training**

The parties agree to provide information and training copies of relevant manuals and codes to each other to assist in implementing this Agreement.

## **8. Cooperation Committee**

A committee consisting of the Tribe's Chairperson or designate the Tribal Worker, The County Director of the Chippewa County Department of Social Services or his designate, and a DSS protective services worker is established to resolve any questions related to the implementation of this Agreement or to resolve any disputes arising under it.

## **9. Disputes**

The Tribe shall notify the Department in writing of its intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety day period, the Tribe, at the request of the Department, must meet with the Director of the Department for the purpose of attempting resolution of the dispute.

**10. Confidentiality**

The use or disclosure of information concerning persons obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

**11. Terms And  
Amendment Of  
Agreement**

This Agreement is continuing in nature unless terminated. It may be amended at any time by mutual agreement of the parties. It may be terminated by either party upon thirty (30) days written notice to the other party.

**12. Liability**

The tribe shall indemnify, save and hold harmless the Department against any and all expense and liability of any kind which the Department may sustain, incur or be required to pay arising out of this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of the Department or any of its officers or employees. Further, in the event the Tribe becomes involved in or is threatened with litigation the Tribal shall immediately notify the Department and Department may enter into such litigation to protect the interests of the Department as they may appear.

**IN WITNESS  
WHEREOF,**

the Department and Tribe have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at Bay Mills, Michigan this 30th day of July, 1990.  
Witness: [Signature]  
BAY MILLS INDIAN COMMUNITY Tribe  
[Signature]  
Jeffrey D. Parker, Chairman  
Dated at Lansing, Michigan this \_\_\_\_\_ day of \_\_\_\_\_, 1990.  
Witness: \_\_\_\_\_  
MICHIGAN DEPARTMENT OF SOCIAL SERVICE  
\_\_\_\_\_  
C. Patrick Babcock, Director

Michigan Department of Social Services (DSS)/Family Independence Agency (FIA)/Department of Human Services (DHS) are one-in-the-same.

## **INTRODUCTION**

Agreement to provide Children's Protective Services between the Grand Traverse Band of Ottawa and Chippewa Indians and The Michigan Department of Social Services.

This Agreement is between the Michigan Department of Social Services ("Department"), whose mailing address is 235 S. Grand Ave., Lansing Mi 48909 and the Grand Traverse Band of Ottawa and Chippewa Indians ("Tribe"), a federally recognized Indian Tribe, whose mailing address is R#1, Box 135, Suttons Bay, MI 49682.

## **BACKGROUND**

The Department has been designated to cooperate with the Federal Government and with all other departments or agencies of the State in any plans established in cooperation with the Federal Government, and is further authorized to contract with State or local units of Government and private agencies under the provisions of MCLA 400.10: and

The Department and Tribe have lawful authority to enter into this Agreement pursuant to Section 109 of the Indian Child Welfare Act of 1978, 25 USCA 1919; and

Joseph Raphael, Tribal Chairman, has lawful authority to bind the Tribe to the terms of this Agreement.

## **AGREEMENT**

### **1. Purpose**

The purpose of this Agreement is to provide Children's Protective Services coverage to the members of the Tribe residing on tribal trust land in Leelanau County, Michigan, and to authorize protective services workers of the Michigan Department of Social Services to act on behalf of the Tribe under the Tribe's child welfare code, and to clarify the respective authority and responsibilities of DSS and tribal workers.



**2. Protective  
Services Coverage  
on Tribal Trust  
Land**

Under the Indian Child Welfare Act of 1978, the Tribe has exclusive jurisdiction over child welfare matters of its members who reside upon Tribal trust land. Regardless of the Tribe's exclusive jurisdiction, the parties wish to authorize DSS protective services workers to act on the Tribe's behalf to protect the welfare of Tribal members as follows:

- a. The Tribe hereby designates the Michigan Department of Social Service' workers of Leelanau County as Tribal protective services workers under the Tribes Children's Code. DSS workers will exercise full authority of protective Service Workers under said code.
- b. DSS agrees to provide protective services coverage on Tribal trust land in Leelanau County, according to Act No. 238 P.A. of 1975, as amended, and DSS policy for providing children's protective services.
- c. It is intended that the authority conferred upon DSS workers by this Agreement is to be exercised when Tribal child welfare workers are unavailable. This will principally occur after working hours and on week-ends and holidays. During business hours, protective services matters will be referred to Tribal child authorities. However DSS workers may act in emergency situations and DSS workers need not contact Tribal authorities prior to acting under this Agreement but DSS workers shall notify the Tribe within a reasonable time.
- d. In the event that a child is taken into custody by DSS workers under this agreement, the placement decision shall be made by the DSS worker with placement priority as follows, when feasible:
  1. In the home of a responsible relative of the child.
  2. In a Tribal shelter care home.
  3. In a DSS shelter home.

The Tribe will provide a list of Tribal shelter homes to DSS for this purpose.

- e. The parties agree that responsibility for continued supervision of a child taken into custody by DSS workers under this agree-

ment shall be transferred to Tribal authorities upon demand or on the next working day following removal from the home.

- f. DSS workers will provide a written report of each call it receives on trust land to Tribal authorities.

### **3. Shelter Care Costs**

The Tribe shall be responsible for shelter care costs of children placed in foster or shelter care by DSS workers under this Agreement, if such placements are not eligible for public funding.

### **4. Court Proceedings**

Tribal authorities shall determine whether a petition for continued custody is filed in any case where a child is taken into custody with a court order. DSS workers shall be available to participate as witnesses in Tribal Court in the prosecution of the case in Tribal Court.

### **5. Police Services**

The Tribe agrees that it will provide for police assistance to DSS workers. Tribal police may be contacted through the Leelanau County Sheriff Department's central dispatch office. If Tribal law enforcement is unavailable, the Leelanau County Sheriff's Department is authorized to enforce Tribal law on trust lands pursuant to a Mutual Assistance Agreement.

### **6. Actions Against The Department**

Any actions brought against DSS or its employees for any alleged acts or omissions occurring on or off Tribal trust lands arising out of or connected to the performance of this Agreement must be brought in the appropriate courts of the State of Michigan and not the Tribal Courts which shall decline to exercise jurisdiction over such actions, and all such actions shall be governed by the laws, procedural and substantive, of the State of Michigan, including those laws pertaining to the immunity of the State and its employees.

**7. Information And  
Training**

The parties agree to provide information and training copies of relevant manuals and codes to each other to assist in implementing this agreement.

**8. Coordinating  
Committee**

A committee consisting of the Tribe's Director of Field Services, a Tribal social worker, the County Director of the Leelanau County Department of Social Services and DSS protective services workers is established to resolve any questions relating to the implementation of this Agreement or to resolve any disputes arising under it.

**9. Disputes**

The Tribe shall notify the Department in writing of its intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of ninety days from the date of such notification. Within this ninety day period the Tribe, at the request of the Department, must meet with the Director of the department for the purpose of attempting to resolve the dispute.

**10. Confidentiality**

The use or disclosure of information concerning persons obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

**11. Terms And  
Amendment Of  
Agreement**

This agreement is continuing in nature unless terminated. It may be amended at any time by mutual agreement of the parties. It may be terminated by either party upon thirty (30) days written notice of the other party.

**12. Liability**

The tribe shall indemnify, save and hold harmless the Department against any and all expense and liability of any kind which the

Department may sustain, incur or be required to pay arising out of this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of the Department or any of its officers or employees. Further, in the event the Tribe becomes involved in or is threatened with litigation, the Tribe shall immediately notify the Department and the Department may enter into such litigation to protect the interests of the department as they may appear.

SIGNATURES

The Department and Tribe have caused this Agreement to be executed by their respective, authorized representatives.

<p>Dated at Suttons Bay, Michigan this 20<sup>th</sup> day of May, 1990</p> <p>Witness: <u>William Hren</u></p>	<p>THE GRAND TRAVERSE BAND OF OTTAWA AND CHIPPEWA INDIANS</p> <p><u>Joseph C. Raphael</u> JOSEPH C. RAPHAEL, Chairman</p>
<p>Dated at Lansing, Michigan this 6<sup>th</sup> day of September, 1990</p> <p>Witness: <u>Linda Sargent</u></p>	<p>MICHIGAN DEPARTMENT OF SOCIAL SERVICES</p> <p><u>L. Annette Abrams</u> L. ANNETTE ABRAMS, Director Office of Children and Youth Services</p>

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**DISCLAIMER**

Michigan Department of Social Services (DSS)/Family Independence Agency (FIA)/Department of Human Services (DHS) are one-in-the-same.

**AGREEMENT**

This Agreement, effective upon date of signature, is by and between the Michigan Department of Social Services, having a mailing address is 235 S. Grand Ave., Lansing Mi 48909 (formerly 300 South Capitol Avenue, Lansing, Michigan 48926 (hereinafter referred to as the "Department"), and the Hannahville Indian Community, having a mailing address of Route One Hannahville Road, Wilson, Michigan 49896.

**Witnesseth**

WHEREAS, the Department has been designated to cooperate with the Federal Government and with all other departments or agencies of the State in any plans established in cooperation with the Federal Government, and is authorized to contract with State or local units or Government and private agencies under the provisions of MCLA 400.10: and

WHEREAS, the Department and Tribe has lawful authority to enter into this Agreement pursuant to Section 109 of the Indian Child Welfare Act of 1978, 25 USCA 1919.

WHEREAS, Mr. Ken Meshigaud has lawful authority to bind the Tribe to the terms of this Agreement.

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

**1. Purpose**

The purpose of this Agreement is to provide Children's Protective Services coverage to the members of the Hannahville Indian Community residing on Tribal Trust Land in Menominee County, Michigan. To authorize protective service workers of the Michigan Department of Social Services to act on behalf of the Tribe under the Tribe's child welfare code, and to clarify the respective authority and responsibilities of DSS and Tribal workers.

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## 2. Protective Services Coverage on Tribal Trust Land

Under the Indian Child Welfare Act of 1978, the Tribe has exclusive jurisdiction over child welfare matters of its members who reside upon Tribal trust land. Notwithstanding this, the parties wish to authorize DSS protective service workers to act on the Tribe's behalf to protect the welfare of its members as follows:

- a. The Tribe hereby designates the Michigan Department of Social Service' workers of the Menominee County Social Service offices as Tribal Social Workers under the Tribe's child welfare code. DSS workers will exercise full authority of Tribal Protective Service Workers under said code.
- b. DSS agrees to provide protective services coverage on Tribal trust land in Menominee County according to Act No. 238 P.A. of 1975, as amended and DSS policy for providing protective services.
- c. It is intended that the authority conferred upon DSS workers by this Agreement is to be exercised **when Tribal child welfare workers are unavailable**. This confers primary responsibility for responding to protective service matters after working hours and on weekends or holidays to the DSS workers handling emergency reports. During business hours, protective service matters will be referred to tribal child welfare authorities. However, DSS workers may act in an emergency situation when exigencies of the situation do not permit delays in action. DSS workers need not contact tribal authorities prior to acting under this Agreement in emergency situations.
- d. DSS Protective Service Workers do not have the authority to remove children without prior court approval. The Tribal Judge/Magistrate responsible for Indian Child Welfare will be contacted by DSS Protective Service Workers prior to removing a child on an emergency basis. If the situation arises that the Tribal Judge/Magistrate cannot be located, the DSS Protective Service Worker will notify Tribal Police of the emergency and request that the child be removed by them. The Tribal Judge/Magistrate will be notified no later than the next business day of the emergency removal of the child by the Tribal Police.

In the event that a child is taken into custody by DSS workers under this Agreement, the placement decision shall be made by the DSS worker with placement priority as follows, when feasible:

1. In the home of a responsible relative of the child.
  2. In a Tribal shelter care home.
  3. In a DSS shelter home.
- e. The parties agree that responsibility for continued supervision of a child taken into custody by DSS workers under this Agreement shall be transferred to the Tribal authorities upon demand or on the next working day following removal from the home.

Cases requiring transfer to the Tribal authorities include not only those involving tribal members, but also those involving Native Americans found on trust land. Cases involving non-Indians investigated on trust land shall be retained by the DSS worker and processed through Probate Court.

- f. DSS workers will provide a written report of each call it receives on Tribal trust lands to Tribal Social Workers.

### **3. Shelter Care Costs**

The Tribe shall be responsible for shelter care costs of children placed in foster or shelter care by DSS workers under this Agreement. Determining the financial responsibility for placement costs incurred in placing Native American children remains the responsibility of the Tribe.

### **4. Court Proceedings**

Tribal authorities shall determine whether a petition for continued custody is filed in any case where a child is taken into custody with a court order. DSS workers shall be available to participate as witnesses in Tribal Court in the event such is required. The Tribal authorities shall be responsible for prosecution of the case in Tribal Court.

### **5. Police Services**

- a. Trust lands in Menominee County are under the jurisdiction of the Hannahville Indian Community Tribal Law Enforcement for the purposes of police protection.

- b. The parties anticipate that law enforcement jurisdiction will not shift pursuant to Federal Law. In the event that a need for police protection occurs, the Tribe agrees that it will provide for police assistance to DSS workers under arrangements for law enforcement then pertaining.

## **6. Actions Against The Department**

Any actions brought against DSS or its employees for any alleged acts or omissions occurring on or off Tribal lands arising out of or connected to the performance of this Agreement must be brought in the appropriate courts of the State of Michigan and not the Tribal Court which shall decline to exercise jurisdiction over such actions, and all such actions shall be governed by the laws, procedural and substantive, of the State of Michigan including those laws pertaining to the immunity of the State and its employees.

## **7. Information And Training**

The parties agree to provide information and training copies of relevant manuals and codes to each other to assist in implementing this Agreement.

## **8. Cooperation Committee**

A committee consisting of the Tribe's Chairperson or designate the Tribal Worker, the County Director of the Menominee County Department of Social Services or his designate, and a DSS protective services workers is established to resolve any questions related to the implementation of this Agreement or to resolve any disputes arising under it.

## **9. Disputes**

The Tribe shall notify the Department in writing of its intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety day period, the Tribe, at the request of the Department, must meet with the Director of the Department for the purpose of attempting resolution of the dispute.



**10. Confidentiality**

The use or disclosure of information concerning persons obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

**11. Terms And  
Amendment Of  
Agreement**

This agreement is continuing in nature unless terminated. It may be amended at any time by mutual agreement of the parties. It may be terminated by either party upon thirty (30) days written notice to the other party.

**12. Liability**

The Tribe shall indemnify, save and hold harmless the Department against any and all expense and liability of any kind which the Department may sustain, incur or be required to pay arising out of this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of the Department or any of its officers or employees. Further, in the event the Tribe becomes involved in or is threatened with litigation, the Tribe shall immediately notify the Department and the Department may enter into such litigation to protect the interests of the Department as they may appear.

**WITNESS**

IN WITNESS WHEREOF, the Department and Tribe have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at Hannahville Michigan this 18<sup>th</sup> day of Dec., 1989.  
Witness: Audrey C. Stamey  
HANNAHVILLE INDIAN COMMUNITY Tribe  
By: Kenneth Meahy  
Dated at Lansing, Michigan this 8<sup>th</sup> day of Jan, 1990.  
Witness: Alex E. Willis  
MICHIGAN DEPARTMENT OF SOCIAL SERVICE,  
By: C Patrick Babcock  
C. Patrick Babcock, Director

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**DISCLAIMER**

Michigan Department of Social Services (DSS)/Family Independence Agency (FIA)/Department of Human Services (DHS) are one-in-the-same.

**AGREEMENT**

This Agreement, effective upon date of signature, is by and between the Michigan Department of Social Services, having a mailing address of P.O. Box 30037, 235 S. Grand Avenue, Lansing Mi 48909 (hereinafter referred to as the "Department"), and the Keweenaw Bay Indian Community, having a mailing address of Rt. 1, Box 45, Baraga, Michigan 49908.

**Witnesseth**

WHEREAS, the Department has been designated to cooperate with the Federal Government and with all other departments or agencies of the State in any plans established in cooperation with the Federal Government, and is authorized to contract with State or local units or Government and private agencies under the provisions of MCLA 400.10: and

WHEREAS, the Department and Tribes have lawful authority to enter into this Agreement pursuant to Section 109 of the Indian Child Welfare Act of 1978, 25 USCA 1919.

WHEREAS, Mr. Fred Dakota has lawful authority to bind the Tribes to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

**1. Purpose**

The purpose of this agreement is to provide Children's Protective Services coverage to the members of the Keweenaw Bay Indian Community residing on Tribal Trust Land in Baraga County, Michigan, to authorize protective service workers of the Michigan Department of Social Services to act on behalf of the Tribes under the Tribes' child welfare code, and to clarify the respective authority and responsibilities of DSS and tribal workers.

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**2. Protective  
Services Coverage  
on Tribal Trust  
Land**

Under the Indian Child Welfare Act of 1978, the Tribes have exclusive jurisdiction over child welfare matters of their members who reside upon tribal trust land. Notwithstanding this, the parties wish to authorize DSS protective service workers to act on the Tribes' behalf to protect the welfare of their members as follows:

- a. The Tribe hereby designates the Michigan Department of Social Service Workers of the Baraga and Ontonagon County offices as tribal protective service workers under the Tribe's child welfare code. DSS workers will exercise full authority of protective service workers under said code.
- b. DSS agrees to provide protective services coverage on tribal trust land in Baraga County according to Act No. 238 P.A. of 1975, as amended and DSS policy for providing protective services.
- c. It is intended that the authority conferred upon DSS workers by this Agreement is to be exercised when tribal child welfare workers are unavailable. This confers primary responsibility for responding to protective services matters after working hours and on weekends or holidays to the DSS workers handling emergency reports. However, DSS workers may act in an emergency situation when exigencies of the situation do not permit delays in action. DSS workers need not contact tribal authorities prior to acting under this Agreement in emergency situations.
- d. In the event that a child is taken into custody by DSS workers under this Agreement, the placement decision shall be made by the DSS worker with placement priority as follows when feasible:
  1. In the home of a responsible relative of the child.
  2. In a Tribal shelter care home.
  3. In a DSS shelter home.
- e. The parties agree that responsibility for continued supervision of a child taken into custody by DSS workers under this Agreement shall be transferred to the Tribal authorities upon demand or on the next working day following removal from the home.

Cases requiring transfer to the Tribal authorities include not only those involving Tribal members, but also those involving Native Americans found on trust land. Cases involving non-Indians investigated on trust land shall be retained by the DSS Worker and processed through Probate Court.

- f. DSS workers will provide a written report of each call it receives on Tribal members and tribal trust lands to tribal authorities.

### **3. Shelter Care Costs**

The Tribe shall be responsible for shelter care costs of children placed in foster or shelter care by DSS Workers under this Agreement, if such placements are eligible for public funding.

### **4. Court Proceedings**

Tribal authorities shall determine whether a petition for continued custody is filed in any case where a child is taken into custody with a court order. DSS workers shall be available to participate as witnesses in tribal court in the event such is required. The Tribal authorities shall be responsible for prosecution of the case in Tribal Court.

### **5. Police Services**

- a. Trust lands in Baraga County are under the jurisdiction of the Keweenaw Bay Indian Community Tribal Law Enforcement for the purposes of police protection.
- b. The parties anticipate that law enforcement jurisdiction will not shift pursuant to Federal Law. In the event that a need for police protection occurs, the Tribe agrees that it will provide for police assistance to DSS workers under arrangements for law enforcement then pertaining.

### **6. Actions Against The Department**

Any actions brought against DSS or its employees for any alleged acts or omissions occurring on or off tribal lands arising out of or connected to the performance of this agreement must be brought in the appropriate courts of the State of Michigan and not the tribal courts which shall decline to exercise jurisdiction over such actions,

and all such actions shall be governed by the laws, procedural and substantive, of the State of Michigan including those laws pertaining to the immunity of the State and its employees.

## **7. Information And Training**

The parties agree to provide information and training copies of relevant manuals and codes to each other to assist in implementing this Agreement.

## **8. Cooperation Committee**

A committee consisting of the Tribe's Executive Directors, a Tribal Social Worker, the County Directors of the Baraga and Ontonagon County Department of Social Services DSS protective services workers is established to resolve any questions related to the implementation of this Agreement or to resolve any disputes arising under it.

## **9. Disputes**

The Tribe shall notify the Department in writing of its intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of ninety (90) days from the date of such notification. Within this ninety day period, the Tribe, at the request of the Department, must meet with the Director of the Department for the purpose of attempting resolution of the dispute.

## **10. Confidentiality**

The use or disclosure of information concerning persons obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

## **11. Term And Amendment Of Agreement**

This Agreement is continuing in nature unless terminated. It may be amended at any time by mutual agreement of the parties. It may be terminated by either party upon thirty (30) days written notice to the other party.

12. Liability

The Tribe shall indemnify, save and hold harmless the Department against any and all expense and liability of any kind which the Department may sustain, incur or be required to pay arising out of this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of the Department or any of its officers or employees. Further, in the event the Tribe becomes involved in or is threatened with litigation the Tribe shall immediately notify the Department and the Department may enter into such litigation to protect the interests of the Department as they may appear.

WITNESS

IN WITNESS WHEREOF, The Department and Tribe have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at Baraga, Michigan this <u>8</u> day of <u>Jan</u> , 199 <u>2</u> .	KEWEENAW BAY INDIAN COMMUNITY Tribe
Witness: <u>Broadley Natcha</u>	By: <u>[Signature]</u>
Dated at Lansing, Michigan this <u>3</u> day of <u>February</u> , 199 <u>2</u> .	MICHIGAN DEPARTMENT OF SOCIAL SERVICES
Witness: <u>[Signature]</u>	By: <u>[Signature]</u> Gerald Miller, Director

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**DISCLAIMER**

Michigan Department of Social Services (DSS)/Family Independence Agency (FIA)/Department of Human Services (DHS) are one-in-the-same.

**AGREEMENT**

This Agreement, effective upon date of signature, is by and between the Michigan Department of Social Services, having a mailing address of 235 S. Grand Avenue, Lansing Mi 48909 (formerly 300 South Capitol Avenue, Lansing, Michigan 48926) (hereinafter referred to as the "Department"), and Sault Ste. Marie, Michigan 49783 (hereinafter referred to as the "Tribe").

**Witnesseth**

WHEREAS, the Department has been designated to cooperate with the Federal government and with all other departments or agencies of the State in any plans established in cooperation with the Federal government, and is authorized to contract with State or local units of government and private agencies under the provisions of MCLA 400.10; and

WHEREAS, the Department and Tribe have lawful authority to enter this Agreement pursuant to Section 109 of the Indian Child Welfare Act of 1978, 25 USCA 1919.

WHEREAS, Joseph Lumsden has lawful authority to bind the Tribe to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

**1. Purpose**

The purpose of this agreement is to provide limited on-call child protective services to members of the Sault Ste. Marie Tribe of Chippewa Indians residing on tribal trust land in Sault Ste. Marie, Michigan, to authorize protective service workers of the Michigan Department of Social Services to act on behalf of the Tribe under the Tribe's child welfare code, and to clarify the respective authority and responsibilities of DSS and tribal workers.



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**2. Protective  
Services Coverage  
on Tribal Trust  
Land**

Under the Indian Child Welfare Act of 1978, the Tribe has exclusive jurisdiction over child welfare matters of its members who reside upon tribal trust land. Notwithstanding this, the parties wish to authorize DSS protective service workers to act on the Tribe's behalf to protect the welfare of their members as follows:

- a. The Tribe hereby designates the Michigan Department of Social Services workers of the Chippewa County local office as tribal protective services workers under the Tribe's child welfare code. DSS workers will exercise full authority of protective services workers under said code.
- b. DSS agrees to provide protective services on-call coverage on tribal trust land in Chippewa County according to Act No. 238 P.A. of 1975, as amended, and DSS policy for providing children's protective services.
- c. The parties recognize that the agreement is only effective during that time when on-call coverage is being provided by the Chippewa County local office. The Tribe will be provided with a schedule which will indicate on-call periods covered by the Chippewa County local office.
- d. It is intended that the authority conferred upon DSS workers by this agreement is to be exercised when tribal child welfare workers are unavailable. This will principally occur after working hours and on weekends and holidays. During business hours, protective services matters will be referred to tribal child welfare authorities. However, DSS workers may act when on call in an emergency situation when exigencies of the situation do not permit delays in action. DSS workers need not contact tribal authorities prior to acting under this agreement.
- e. In the event that a child is taken into custody by DSS workers under this agreement, the placement decision shall be made by the DSS worker with placement priority as follows:
  1. In the home of a responsible relative of the child.
  2. In a tribal shelter care home.
  3. In a DSS shelter home.

- f. The parties agree that responsibility for continued supervision of a child taken into custody by DSS workers under this agreement shall be transferred to tribal authorities upon demand or on the next working day following removal from the home.
- g. DSS workers will provide a written report of each call it receives on trust land to tribal authorities.

### **3. Shelter Care Costs**

The Tribe shall be responsible for shelter care costs of children placed in foster or shelter care by DSS workers under this agreement, if such placements are eligible for public funding.

### **4. Court Proceedings**

Tribal authorities shall determine whether a petition for continued custody is filed in any case where a child is taken into custody with a court order. DSS workers shall be available to participate as witnesses in tribal court in the event such is required. The tribal authorities shall be responsible for prosecution of the case in tribal court.

### **5. Police Services**

- a. At this time, tribal trust lands in Sault Ste. Marie are under the jurisdiction of the State of Michigan for law enforcement purposes and Sault Ste. Marie City Police provide police protection.
- b. The parties anticipate that law enforcement jurisdiction may shift pursuant to the Tribe in the future pursuant to federal law. In the event that such shift occurs, the Tribe agrees that it will provide for police assistance to DSS workers under arrangements for law enforcement then pertaining.

### **6. Actions Against The Department**

Any actions brought against DSS or its employees for any alleged acts or omissions occurring on or off tribal lands arising out of or connected to the performance of this agreement must be brought in the appropriate courts of the State of Michigan and not the tribal courts which shall decline to exercise jurisdiction over such actions, and all such actions shall be governed by the laws, procedural and

substantive, of the State of Michigan including those laws pertaining to the immunity of the State and its employees.

## **7. Information And Training**

The parties agree to provide information and training copies of relevant manuals and codes to each other to assist in implementing this agreement.

## **8. Cooperation Committee**

A committee consisting of the Tribe's executive director, a tribal social worker, the local office manager of the Chippewa County Department of Social Services and DSS protective services workers is established to resolve any questions relating to the implementation of this agreement or to resolve any disputes arising under it.

## **9. Disputes**

The Tribe shall notify the Department in writing of its intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of ninety days from the date of such notification. Within this ninety day period, the Tribe, at the request of the Department, must meet with the Director of the Department for the purpose of attempting resolution of the dispute.

## **10. Confidentiality**

The use or disclosure of information concerning persons obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

## **11. Term And Amendment Of Agreement**

This agreement is continuing in nature unless terminated. It may be amended at any time by mutual agreement of the parties. It may be terminated by either party upon thirty (30) days written notice to the other party.

12. Liability

The Tribe shall indemnify, save and hold harmless the Department against any and all expense and liability of any kind which the Department may sustain, incur or be required to pay arising out of this Agreement; provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of the Department or any of its officers or employees. Further, in the event the Tribe becomes involved in or is threatened with litigation the Tribe shall immediately notify the Department and the Department may enter into such litigation to protect the interests of the Department as they may appear.

WITNESS

IN WITNESS WHEREOF, The Department and Tribe have caused this Agreement to be executed by their respective officers duly authorized to do so.

Dated at <u>Sault Ste.</u> Michigan <u>Marie</u> this <u>9</u> day of <u>Nov.</u> , 198 <u>3</u> Witness: <u>David [Signature]</u>	Sault Ste. Marie Tribe of Chippewa Indians (Tribe) By: <u>[Signature]</u>
Dated at <u>Searcy</u> Michigan this <u>7</u> day of <u>Dec.</u> , 198 <u>3</u> Witness: <u>Linda [Signature]</u>	MICHIGAN DEPARTMENT OF SOCIAL SERVICES By: <u>Agnes M. Mansour</u> Agnes M. Mansour Director

**DISCLAIMER**

Family Independence Agency (FIA)/Department of Human Services (DHS) are one-in-the-same.

ITA 99-99001

**AGREEMENT**

This agreement, effective upon date of execution, and ending upon written notice by the Contractor or the Family Independence Agency (hereinafter referred to as "FIA"), is by and between FIA having a mailing address of 235 S. Grand Avenue, P.O. Box 30037, Lansing MI 48909 and the Grand Traverse Band of Ottawa and Chippewa Indians having a mailing address of 2605 N. West Bay Shore Dr., Suttons Bay, MI 49682 (hereinafter referred to as the "Tribe").

**Witnesseth**

WHEREAS, the FIA has been designated to cooperate with the Federal government and with all other departments or agencies of the State in any plans established in cooperation with the Federal government, and is authorized to contract with State or local units of government and private agencies under the provisions of MCLA 400.10; and

WHEREAS, the United States Congress has enacted Public Law 95-608, known as the Indian Child Welfare Act of 1978, 25 U.S.C. 1919 (hereinafter referred to as the "Act"), which recognizes that an Indian tribe possesses exclusive jurisdiction over any child custody proceeding involving an Indian child who resides or is domiciled within the exterior reservation boundaries of such tribe and over any Indian child who is a ward of tribal court, and

WHEREAS, FIA and Tribe have lawful authority to enter into this agreement pursuant to Section 109(a) of the Indian Child Welfare Act of 1978, 25 U.S.C. 1919 and

WHEREAS, the Grand Traverse Band of Ottawa and Chippewa Indians is a duly recognized government organized under the Indian Reorganization Act of June 18, 1934, "48 Stat 984" as amended by the Act of June 15, 1935, 49 Stat 378, and

WHEREAS, the State of Michigan through FIA recognizes that the Tribe has a compelling interest to preserve and strengthen its families and community through accessing existing resources for treat-

ment purposes and that in furtherance, the Tribe must access alternative fund sources for such treatment, and

WHEREAS, FIA and Tribe desire to cooperate in the provision of child welfare services, and

WHEREAS, the Tribal Chairperson, has lawful authority to bind the tribe to the terms set forth in this agreement

NOW, THEREFORE, in the consideration of the above and in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

## **I. GENERAL PROVISIONS**

- A. The FIA's payment of funds appropriated for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes; being Federal and/or State funds. FIA may terminate this Agreement immediately upon written notice to the Tribe at any time prior to completion of this Agreement if, in the opinion of FIA, funding becomes unavailable or such funds are restricted.
- B. Reasonable cause to believe that a child meeting the criteria as contained in the provisions of Act 150 or Act 220 and is an Indian child shall exist when:
  - 1. The Tribe informs FIA that the child is a member of the tribe or is eligible for membership in the tribe.
  - 2. The child falls within the jurisdiction of the Tribal Court.
  - 3. The Tribal Court has made a determination that it is contrary to the child's welfare to remain in the home of a relative for any reason.
- C. For the purpose of this Agreement, the confidentiality restrictions legally applicable to FIA in performing its child welfare responsibilities in this state are applicable to the Tribe. The Tribe agrees, for the purpose of this Agreement, to keep confidential all information concerning child welfare and juvenile proceedings covered by this agreement and not to reveal the information to anyone who does not need the information in order to exercise the Tribe's rights under the federal Indian Child Welfare Act.

- D. FIA shall be provided sufficient information regarding a child in Tribal Custody so that it can assess compliance with the federal requirements necessary for federal financial participation and so that eligibility for other benefit programs administered by FIA can be determined.
- E. Both parties agree that should a dispute arise between the parties in regard to the agreement herein, both parties shall meet and attempt in good faith to resolve said dispute by negotiation. The Tribe shall notify FIA in writing of its intent to pursue a claim against FIA for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of 90 days from the date of such notification. Within this 90-day period, the Tribe, at the request of FIA must meet with the Director of FIA for the purpose of attempting resolution of the dispute.
- F. Each Indian child/juvenile accepted for placement shall be placed into the least restrictive setting appropriate to his or her special needs which most approximates his or her family and is within reasonable distance to his or her home.

## II. TERMS AND CONDITIONS

To assure compliance with federal requirements prescribed by and through Title IV-B and IV-E of the Social Security Act.

- A. The Tribe agrees that as a condition of maintaining the Agreement, the Tribe shall:
  - 1. Maintain a case review system for each child in out-of-home placement under tribal jurisdiction which assures that:
    - a. The status of each child is reviewed periodically but no less frequently than once every six months by the Tribal Court in order to determine the continuing necessity for and appropriateness of the placement, the extent of compliance with the case plan, and the extent of progress which has been made toward alleviating or mitigating the causes necessitating placement and to project a likely date by which the child may be returned to the home or placed for adoption or legal guardianship, and

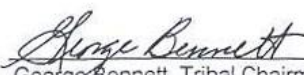
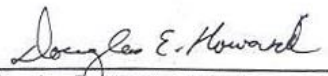
- b. With respect to each such child, procedural safeguards will be applied, among other things, to assure each child under the supervision of the Tribe of a dispositional hearing to be held in Tribal Court no later than eighteen months after the original placement (and periodically thereafter during the continuation of placement). Such hearing shall determine the future status of the child (including but not limited to), whether the child should be returned to the parent, should be placed for adoption, or should (because of the child's special needs or circumstances) be continued in placement on a permanent or long-term basis, and procedural safeguards shall also be applied with respect to parental rights pertaining to the removal of the child from the home of his/her parents, to a change in the child's placement and to any determination affecting visitation privileges of parents.
  2. Shall follow Tribal requirement when referring for services a juvenile who has committed an offense on the reservation.
  3. Shall follow Tribal requirements when referring for services a child whose parental rights have been terminated.
- B. The FIA shall:
  1. Accept Tribal Court orders and referrals in the same manner that state juvenile court orders are accepted.
  2. Accept Tribal Court orders on juveniles and provide placement in Agency operated facilities, if appropriate.
  3. Accept Tribal Court orders on children who are temporary Tribal Court wards and whose parental rights have been terminated.
  4. Accept Tribal Court orders on children who are permanent Tribal Court wards and whose parental rights have been terminated.
  5. Provide Title IV-E foster care payment, state foster care payment, placement in state operated facilities, Title IV-B services payment and services payment from social services block grant moneys in accordance with determined child and service provider eligibility and established foster care payment rates.



- 6. Reimburse Tribal Child care fund expenditures as prescribed in P.A. 111 of 1991, P.A. 168 of 1992 and P.A. 87 of 1978.
- 7. Pay 50% of the cost of care of a delinquent ward, if the child or placement is not otherwise eligible for IV-E funding with the Tribe contributing 50% towards the cost of care.
- 8. Pay 50% of the cost of care of a Temporary or Permanent Ward, if the child or placement is not otherwise eligible for IV-E funding, with the Tribe contributing 50% toward cost of care.

**SIGNED**

WE, the undersigned hereby agree to the terms and conditions of this Inter-Governmental Agreement between the Michigan Family Independence Agency and the Grand Traverse Band of Ottawa and Chippewa Indians.

WE, the undersigned hereby agree to the terms and conditions of this Inter-Governmental Agreement between the Michigan Family Independence Agency and the Grand Traverse Band of Ottawa and Chippewa Indians.	
 George Bennett, Tribal Chairman	 Douglas E. Howard, Director
<u>8-17-99</u> Date	<u>10/7/99</u> ate

**MEMORANDUM OF UNDERSTANDING**

**Between the Keweenaw Bay Indian Community  
and the Michigan Department of Human Services**

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BETWEEN KBIC (OFFICE OF CHILD SUPPORT SERVICES)  
AND MI DHS, OFFICE OF CHILD SUPPORT—TITLE IV-D 40***

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU” or the “Agreement”) is made and entered into by and between the Keweenaw Bay Indian Community (“KBIC” or the “Tribe”), a sovereign nation, whose address is 16429 Bear Town Road, Baraga, Michigan 49908, and the Michigan Department of Human Services (hereinafter “the Department” or “DHS”), the state Title IV-E agency, whose address is 235 South Grand Avenue, Lansing, Michigan 48909. Both parties are Title IV-E designated agencies under Title IV-E of the federal Social Security Act and desire to enter into this MOU for the purpose of collaborating to deliver child welfare services and support to the children and families of the KBIC and other eligible children and families within the service area and jurisdiction of KBIC. This MOU is effective as of the date signed and remains in effect unless amended or the KBIC no longer participates in a direct title IV-E program with US Department of Health and Human Services, Administration for Children and Families, Children’s Bureau.

### **PURPOSE OF AGREEMENT**

1. The KBIC and DHS acknowledge a common vision that will serve as a foundation of the collaborative relationship established by the two entities.
2. KBIC and DHS share an interest in the delivery of child welfare services to families residing within the territorial jurisdiction of the sovereign nation of the Keweenaw Bay Indian Community.
3. The purpose of this agreement is to specify the responsibilities of each party, the KBIC and the Department, regarding the intersection between the federal Administration for Children and Families (ACF), the KBIC’s Title IV-E plan and the Department’s Title IV-E plan for the administration of foster care, adoption and guardianship programs.
4. This agreement identifies the financial and other support the Department will provide to KBIC for the administration of KBIC’s IV-E plan.
5. For the purpose of determining Aid to Families and Dependent Children (AFDC) eligibility for Title IV-E, KBIC will follow federal law and use the Title IV-A state plan (as in effect of July 16, 1996) of the state in which the child resided at the time of removal. 42 U.S.C. 679c(c)(1)(C)(ii)(II)

6. The Department is the Michigan state agency responsible for compliance with federal requirements of the Title IV-E foster care, adoption, guardianship and Young Adult Voluntary Foster Care program, and administration of the State plan for Title IV-E of the Social Security Act in Michigan. KBIC will assume this role for the administration of the Tribal IV-E foster care, adoption, guardianship and Young Adult Voluntary Foster Care program operated by KBIC.
7. This agreement is necessary to delineate what portions of the Title IV-E program will be solely operated by KBIC; those portions where DHS will continue to provide technical assistance and support for financial filings or program operations; and to establish the parameters under which both parties will operate.
8. The Department recognizes its responsibility in giving full faith and credit to public acts, records, and judicial proceedings of the KBIC Tribal Court applicable to Indian child custody proceedings to the same extent given to any other entity as required by 25 U.S.C. § 1911(d).
9. Nothing in this Agreement shall be construed as or deemed to be a waiver of the sovereign immunity of the Keweenaw Bay Indian Community or the State of Michigan.
10. The Indian Child Welfare Act (ICWA) authorizes states and Indian tribes to “enter into agreements with each other respecting the care and custody of Indian children.” Both parties agree that this document is consistent with the law, intent and spirit of the Indian Child Welfare Act. 25 U.S.C. 1919(a)
11. The parties agree to the common goal that every eligible tribal youth receives Chafee funding when needed to assist with the transition to adulthood.

## **DEFINITIONS**

1. Addendum: A written supplement to this MOU providing detailed process and procedures. Addenda may be added in writing as agreed and deemed necessary by the parties. The documents within the addendums can be revised and modified when agreed upon in writing by both parties at any time, as needed.
2. Administrative Expenses: services and costs related to foster care, adoption, and guardianship programs which may include activities such as case-planning and other case-management services, electronic case-management system costs,

caseworker salaries, eligibility determination, and other general overhead and administrative costs incurred.

3. Adoption Assistance Program (AAP): The Adoption Assistance Program was authorized under title IV-E of the Social Security Act by Public Law 96-272 - the Adoption Assistance and Child Welfare Act of 1980. The AAP assists families who adopt eligible children. The programs provide financial assistance for the costs of the adoption process and raising the child. The AAP has the following programs within Michigan DHS: Adoption Assistance or Adoption Support Subsidy, Medical or Adoption Medical Subsidy, Nonrecurring Adoption Expenses Program, and Young Adult Voluntary Care Program. 42 U.S.C. 670 et. seq.
4. Adoption Subsidy Program (ASP): Adoption support subsidy has the same meaning as adoption assistance.
5. Aid to Families and Dependent Children (AFDC): Former entitlement program that made public assistance payments on behalf of children who did not have the financial support of one of their parents by reason of death, disability, or continued absence from the home; known in many States as AFDC (Aid to Families with Dependent Children). Replaced with Temporary Aid to Needy Families (TANF) under the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA).
6. Annual Progress and Services Report (APSR): A narrative report based on information in the state/tribal Child and Family Services Plan describing progress made towards meeting each goal and objective; A report on any changes in the goals and objectives; A narrative description of the services to be provided in the upcoming year; and All other program information as required by the annual Department of Health and Human Services, Administration for Children and Families (DHHS ACF) Program Instruction.
7. CB-496: U.S. Department of Health and Human Services (DHHS) Children's Bureau Title IV-E Programs Quarterly Financial Report form for reporting quarterly financial information on the Title IV-E Foster Care, Adoption Assistance and Guardianship Assistance Programs. The CB-496 or other appropriate form or method as directed by DHHS will be used for this purpose.

8. Central Intake Unit (CIU): The DHS Centralized Intake Unit (CI or CIU) is a statewide intake unit that receives all abuse, neglect and exploitation referrals regarding children and vulnerable adults.
9. Chafee or Chafee Foster Care Independence Program (CFCIP): The John H Chafee Foster Care Independence Act of 1999 (P.L. 99-272) amended Part E of Title IV of the Social Security Act. The law increased the amount of funding to states to assist with independent living preparation and services. Michigan Chafee funding is to be provided to youth in foster care, ages 14-21, that are supervised by the DHS or the tribal court. The Educational and Training Vouchers Program (ETV) for Youths Aging out of Foster Care was added to the CFCIP with the Promoting Safe and Stable Families Act of 2001. Also see Educational and Training Vouchers Program definition. 42 U.S.C. 677 et. seq.
10. Child, Youth or Juvenile: A person under the age of 18. For purposes of the Young Adult Programs the definition includes a person age 18 to 21 years.
11. Child and Family Services Plan (CFSP): A five-year narrative plan, which describes the states' or tribe's vision, goals and objectives. Includes all information as required by the DHHS ACF Program Instruction.
12. Child Caring Institution (CCI): A Child Caring Institution is defined in Act No.116 of the Michigan Public Acts of 1973, as amended as "a child care facility which is organized for the purpose of receiving minor children for care, maintenance, and supervision, usually on a 24-hour basis, in buildings maintained by the institution for that purpose, and operates throughout the year." The Department of Human Services (DHS), Bureau of Children and Adult Licensing (BCAL), is the licensing agency for Child Caring Institutions. The Licensing staff inspect child caring institution programs for compliance with the requirements contained in the Administrative Rules for Child Caring Institutions and issues licenses.

13. Child Protective Services Central Registry (CPS Central Registry): Names of individuals are placed on the statewide Child Abuse and Neglect Central Registry if there is a preponderance of evidence that the individual has abused or neglected their child and the future risk to the child is high or intensive (based on the structured decision making risk assessment tool). The Michigan Child Protection Law requires certain persons' names to go on Central Registry regardless of risk. See Addendum A.
14. Child Welfare Training Institute (CWTI): The Child Welfare Training Institute develops, implements, trains, evaluates, tracks, and monitors training for child welfare staff. The training programs include family preservation, children's protective services, foster care, adoption, juvenile justice and PRIDE.
15. Community Assistance Programs (CAP): KBIC Community Assistance Programs is the KBIC department which handles many of the social services financial assistance programs. The program handles the tribes General Assistance program, heating assistance programs (ie, Low-Income Energy Assistance or LIEAP), Senior heating program, disabled heating program, Tribal senior and disability supplemental income plans, etc.
16. Department of Human Services (DHS): Also known as the "Department" or "State." Department of Human Services is the agency of state of Michigan, headquartered in Lansing that provides public assistance, child and family welfare services. The DHS directs public service and assistance programs through a network of more than 100 county DHS offices statewide.
17. DHS Local Office: The DHS office in the county or group of counties that implements the policies and procedures of the State DHS.
18. Determination of Care (DOC): When extraordinary care or expense on the foster parents' part is required to care for a foster child, a determination of care (DOC) supplement to the

basic rate may be available. The DOC supplement must be based on what is required of the caregiver, above and beyond what is normally expected to meet a child's needs.

19. Dual Citizenship: Michigan state residency and enrollment at Keweenaw Bay Indian Community.
  
20. Educational and Training Voucher Program (ETV): Chafee Educational and Training Voucher Program is a program which provides resources specifically to meet the education and training needs of youth aging out of foster care. This program provides vouchers of up to \$5,000 per fiscal year to eligible youth attending post-secondary educational and vocational programs. The Promoting Safe and Stable Families Act of 2001 authorized money for education and training vouchers through the Chafee Foster Care Independence Program. Also see Chafee or Chafee Foster Care Independence Program (CFCIP) definition. 42 U.S.C. 629 et seq.
  
21. Extension of Benefits to 21: Extension of Benefits to 21: Contractual extension for juveniles who is eligible to receive benefits from age 18 years old through age 21. Contractual extension of adoption or guardianship subsidy assistance to the family of youth who are eligible to receive benefits at 18 years old, from 18 years of age through age 21.
  
22. Family Independence Program (FIP): The Family Independence Program provides cash assistance to families with children and pregnant women. The goal of FIP is to help maintain and strengthen family life for children and the parent(s) or other caretaker(s) with whom they are living, and to help the family attain or retain capability for maximum self support and personal independence. Also known as FIP grant which includes the Ineligible grantee program.
  
23. Federal Child Abuse and Neglect (FCAN): Federal Child Abuse and Neglect Prevention grant assists states in improving the child protective services system. Originally authorized under the Child Abuse Prevention and Treatment Act (CAPTA).



24. Federal Financial Participation (FFP): The federal government's portion of a State's or Tribe's Title IV-E eligible expenditures.
25. Federal Medical Assistance Percentages (FMAP): FMAPs are used in determining the amount of Federal matching funds for State or Tribal expenditures for assistance payments for certain social services, and State medical and medical insurance expenditures. The Secretary of Health and Human Services calculates and publishes the FMAPs each year. The FMAPs are for Medicaid. Section 1905(b) of the Act specifies the formula for calculating Federal Medical Assistance Percentages.
26. Foster Care Program (FCP): The foster care program for children provides placement and supervision of children who have been abused and/or neglected and cannot remain in their family homes because they would be at risk of further harm.
27. Foster Child or Foster Youth: A child or youth who resides in a foster home, who was placed in the foster home by a placing agency, who is not living with a parent or legal guardian, who is less than 18 years of age or becomes 18 years of age while residing in the foster home and continues to reside in the foster home as a dependent adult, and who is not related to an adult member of the foster family by blood, adoption, or marriage. Also see definition of child or youth.
28. Foster Parent or Foster Provider or Foster Caregiver: A person who is providing 24 hour substitute care for a child placed with them away from their parents or guardians and for whom the State or Tribal agency has placement and care responsibility.
29. Goods and Service: Goods are defined as anything that anyone wants or needs. Services are defined as the performance of any duties or work for another; helpful or professional activity.

30. Guardianship Assistance Program (GAP): GAP provides guardianship assistance payments to foster home licensed relatives who assume legal guardianship of eligible children for whom they have cared while foster parents.
31. Health, Education and Youth Unit (HEYU): A unit within the Michigan Department of Human Services—Permanency Division, under the Children’s Services Administration. Chafee funding for tribal youth will be administered through the HEYU Youth in Transition Analyst.
32. Home Study Request (Regulation 7 Priority Home Study Request): Interstate compact procedures for requesting a home study. See DHS Interstate Compact on the Placement of Children (ICPC) policies and procedures manual available on-line at <http://www.mfia.state.mi.us/olmweb/ex/html/> or <http://www.michigan.gov/dhs>.
33. Indian Child or Tribal Child: According to the Indian Child Welfare Act, An Indian child means any unmarried person who is under age (18) 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. Also see definition for child, youth or juvenile.
34. Interstate Compact on the Placement of Children (ICPC): States cooperate with each other in the interstate placement of children. The compact is a uniform law enacted in all 50 states, the District of Columbia, and the U.S. Virgin Islands. Safe and Timely Interstate Placement of Foster Children Act of 2006 (Public Law 109-239). The compact establishes procedures for the interstate placement of children & delinquent juveniles.
35. Juvenile, Youth or Child: A person under the age of 18. For purposes of the Young Adult Programs the definition includes a person age 18 to 21 years.

36. Juvenile Justice (JJ): Juvenile Justice is the area of criminal law applicable to persons not old enough to be held responsible for criminal acts. Juvenile law is mainly governed by state or tribal law and most states and many tribes have enacted a juvenile code. The main goal of the juvenile justice system is rehabilitation rather than punishment.
37. Juvenile Justice OnLine Technology (JJOLT): Juvenile Justice OnLine Technology/ OmniTrack Plus is a comprehensive, secured, management information system that allows access to critical data in order to provide services for youth involved in the multiple systems. The network for JJOLT runs on a secure web server. Authorized users log onto the network from anywhere and have access only to the information they are authorized to view. JJOLT allows the courts, tribes, DHS offices to complete their budgets, amend the approved budget as well as search within their own county/tribe. For tribes, this refers to Child Care Fund budgets only.
38. KBIC Child, KBIC Youth, or KBIC Juvenile: See Indian Child definition. This refers to any Indian child that is under the jurisdiction of KBIC, not just KBIC enrolled tribal members or those who are eligible for enrollment with KBIC. Also see Addendum D, KBIC Tribal Code, §4.104 Juvenile; Definition.
39. Maintenance Expense: For the purposes of this MOU, all expenses identified in the federal CB-496 Foster Care Financial Report, title IV-E Maintenance Assistance Payments (FMAP).
40. Medicaid: Medicaid is a jointly funded, Federal-State health insurance program for low-income and needy people. It covers children, the aged, blind, and/or disabled and other people who are eligible to receive federally assisted income maintenance payments. See Addendum B.
41. Medical Subsidy or Adoption Medical Subsidy: The Medical Subsidy or Adoption Medical Subsidy is a Michigan state funded reimbursement program that assists in paying for medical costs for adopted children who have an identified physical, mental or emotional condition which existed, or the

cause of which existed, before the adoption petition was filed. Routine expenses for typical childhood illnesses, over-the-counter medical supplies or expenses that may be covered by Medicaid or other available resources are not covered. Eligibility may be determined before and/or after the adoption but must be made prior to the child's 18th birthday. This subsidy is payment of last resort after all other medical coverage options are exhausted.

42. Michigan Child Support Enforcement System (MiCSES): MiCSES is a statewide database of support case information. It is used for case initiation, establishment, collection and enforcement of child support orders.
  
43. Michigan Indian Child Welfare Agency (MICWA): MICWA is a non-profit organization under contract with the Michigan Department of Human Services to assist in cases involving American-Indian children. The MICWA's roles include recruiting American-Indian foster homes, placing children in foster homes, home studies, tribal affiliation identification, and recommending adoptive placements.
  
44. Michigan State Automated Child Welfare Information System (MiSACWIS): The computer database system used by the Department of Human Services. For the purpose of this agreement, tribal youth will need to be entered onto this system to receive services/goods. This system will replace the SWSS system sometime in 2013.
  
45. Non-Federal Financial Participation: The tribal or state funds used to match title IV-E funds.
  
46. Non-Indian Child or Non-Indian Youth: A child who does not meet the definition of an Indian Child. See definitions for Indian Child and Child.
  
47. Non-Tribal Child or Non-Tribal Youth: See definition of Non-Indian Child.

48. Program Instruction (PI): A federal communication issued as needed, that instructs the Department and/or KBIC on the actions they must take to comply with current, new and amended federal laws. The PIs are generally issued by the Administration for Children and Families and are based on federal laws and regulations.
49. Public Assistance: Benefits granted from State, Tribal or Federal programs to aid eligible recipients (e.g., Temporary Assistance to Needy Families or TANF or Title IV-A).
50. Relative: A relative within the 5th degree of kinship to the child by blood or adoption. The relative can also be the spouses of a person within the 5th degree of kinship even if the marriage ended by death or divorce. These relationships are not severed by the termination of parental rights.
51. Relative Provider: A relative who is providing 24 hour substitute care for a child placed with them away from their parents or guardians and for whom the State/Tribal agency has placement and care responsibility.
52. Retirement, Survivors and Disability Insurance (RSDI): RSDI provides federal monetary benefits to individuals who have lost their earnings because of retirement, death, or disability.
53. Sault Tribe Binogii Placement Agency: "Binogii" is the Sault Saint Marie Tribe of Chippewa Indians' tribal child placement agency. The agency is licensed by the state of Michigan to provide foster care and adoption services to children ages 0-19 who reside within the tribe's seven-county service area. The agency services children who are enrolled or eligible for enrollment as Sault Ste. Marie Tribe of Chippewa Indians members and Sault Tribe households.
54. Service Area: The parties agree that the Service Area, for purposes of this agreement, is as described within the KBIC Tribal Code. See Addendum D.

55. Service Worker Support System (SWSS): The computer database system used by the Department of Human Services. For the purpose of this agreement, tribal youth will need to be entered onto this system to receive services/goods. (This system is expected to be retired after October 31, 2013 and be replaced with MiSACWIS.)
56. Social Service Block Grant (SSBG): Federal grant provided to all 50 states for purposes of funding a variety of social services directed towards the needs for individuals and families.
57. State Ward Board and Care (SWBC): State ward board and care is the state legislative appropriation to provide payment of foster care costs for state wards who are not eligible for title IV-E or the placement is not title IV-E reimbursable; see DHS Manual FOM 902, Funding Determinations and Title IV-E Eligibility. State ward board and care funds are available to support youth in out-of-home placements under certain conditions. State ward board and care funds may be used to reimburse the foster family, placement agency foster care (PAFC) provider or residential facility for care provided, for certain intermittent or non-scheduled payments and for independent living payments to the youth when certain criteria is met.
58. Subsidy: Subsidy, also referred to as assistance, is a financial grant provided by the government. For example, foster care assistance or subsidy is a predetermined amount of money sent by the government to the foster parents on a monthly basis for the care of the foster children that have been placed within the foster home.
59. Supplemental Security Income (SSI): Supplemental Security Income is a Federal income supplement program funded by general tax revenues (not Social Security taxes): It is designed to help aged, blind, and disabled people, who have little or no income; and it provides cash to meet basic needs for food, clothing, and shelter.
60. Title IV-A Program: The Title IV-A program means the funds provided under the temporary assistance for needy families

block grant established by Title IV-A of the “Social Security Act,” 110 Stat. 2113 (1996), 42 U.S.C. 601 et. seq., as amended. Temporary Assistance for Needy Families (TANF) programs are administered by states or a federally-recognized Indian Tribes or Tribal organizations.

61. Title IV-B Program: Child welfare program established and administered under Title IV, Part B, of the Social Security Act. 42 USC 601 et. seq.
  
62. Title IV-D Program: Child support establishment and enforcement program administered and established under Title IV, Part D of the Social Security Act. 42 USC 601 et. seq.
  
63. Title IV-E Program: A foster care, adoption and guardianship program established and administered under Title IV, Part E of the Social Security Act. 42 USC 601 et. seq.
  
64. Title IV-E Maintenance: Maintenance is the board and room payment made to licensed foster parents, group homes and residential child care facilities. For children that are Title IV-E eligible, the federal government reimburses the state/tribe for 50% to 83% of the costs and the state/tribe pays the balance.
  
65. Title IV-E Administrative: Federal reimbursement for the operation of a state/tribal child welfare system. Title IV-E administration is reimbursed at 50% of eligible expenditures. Administration includes those activities necessary for the proper and efficient administration of the Title IV-E state/tribal plan.
  
66. Title IV-E Training: Federal reimbursement for the provision of training in various components of the operation of a child welfare system by a state or Tribe administering a Title IV-E plan. Training also includes the cost of short term training for current or prospective foster or adoptive parents and members of state (or tribal) licensed or approved child care institutions providing care to foster or adopted children.

67. TSS: Keweenaw Bay Indian Community Tribal Social Services.
68. TSS Caseworker: Keweenaw Bay Indian Community Tribal Social Services case management staff and or Director of Social Services.
69. Tribal Federal Medical Assistance Percentages (Tribal FMAP): Tribal FMAP rate is used for federal payments. Tribes, tribal organizations and tribal consortia for foster care and adoption placements are reimbursed based on their medical assistance rate (FMAP). The Tribal FMAP rate is calculated based upon the per capita income of the tribal service population as defined in its plan.
70. Tribal Child or Tribal Youth: See Indian Child definition.
71. Tribal Membership: An individual who is enrolled in a federally-recognized tribe. Membership criteria is determined by the federally-recognized tribe.
72. Youth, Child or Juvenile: A person under the age of 18. For purposes of the Young Adult Programs the definition includes a person age 18 to 21 years.
73. Youth In Transition (YIT): Also known as Chafee funding; see Chafee funding definition.
74. Young Adult Voluntary Foster Care (YAVFC): Title IV-E reimbursable foster care assistance payments to youth after the age of 18 through 21 years of age, who sign a voluntary agreement for agency foster care supervision.

**GENERAL  
PROVISIONS**



1. KBIC will operate a Title IV-E foster care, adoption, guardianship and YAVFC program. KBIC will make the federal claim for reimbursement of maintenance costs directly to the federal government for all reimbursable title IV-E costs. This will be done by completion of the DHHS CB-496 Title IV-E Programs Quarterly Financial Report form. KBIC will provide DHS with a copy of that claim to facilitate department reimbursement to KBIC for financial match of the maintenance costs for the foster care, adoption assistance, guardianship and YAVFC.
2. Federal law outlines the formulation of a Tribal Federal Medical Assistance Percentage (FMAP) to be used for direct Title IV-E funding to Tribes which takes into consideration the Tribes' service areas and population. 42 U.S.C. 679c(d). The law also requires the application of the Tribal FMAP, if higher than the State FMAP, for certain payments under the Title IV-E agreements and contracts between States and Tribes. Promoting Safe and Stable Families Amendments of 2001 (Section 301(c) (2) of P.L. 110-351). 42 U.S.C. 629 et seq.
3. The match funds required to obtain title IV-E maintenance claim will be distributed to KBIC as part of this agreement using a financial reporting system as agreed upon by the Tribe and DHS. See Section 2 of this agreement.
4. KBIC will forward to DHS a copy of their Federal Form CB-496: Title IV-E Programs Quarterly Financial Report as filed for the quarter in which the claim for maintenance matching funds is being made, as stated in Section 2 of this agreement.
5. The Department will reimburse the financial match for maintenance costs claimed by the Tribe for specific provision(s) of the federally approved Tribal Title IV-E Plan and State Title IV-E plan. This will include the maintenance costs claimed by the Tribe that are allowable under the Tribes federally approved Title IV-E plan which are also allowable under the federally approved State Title IV-E plan.
6. The Department will not reimburse KBIC for maintenance costs claimed by the Tribe that are allowable under the Tribes approved Title IV-E plan which are not also allowable under the State approved Title IV-E plan.
7. Future modifications to the Title IV-E State Plan may apply to this agreement. The Department shall provide written notice to KBIC of pending modifications of the Title IV-E State Plan affecting this agreement. Changes to policies that will affect the State Title IV-E plan will be shared during the Final Department Review process (FDR), allowing the tribe the

opportunity to provide feedback during this process; all FDR deadlines must be met by the Tribe for feedback to be considered. Copies of the State Title IV-E Plan are posted on-line once approved by ACF and available publically.

8. The Department shall provide KBIC with training, technical assistance and support with respect to this Agreement. Training and technical assistance will be provided on-site at the KBIC office to the extent feasible.
9. Confidentiality: To the extent that confidential personal information must be shared for purposes of claiming Title IV-E reimbursement, both parties to this agreement agree to protect confidential information and adhere to federal, state and KBIC privacy protections to the extent applicable.
  - A. All information that relates to the financial, business, legal, transactional or other affairs of KBIC, or any members of KBIC, or any individual eligible for membership in KBIC, received by DHS by virtue of DHS's relationship under this Agreement with KBIC shall be considered by DHS as confidential, unique and valuable ("Confidential Information"). DHS agrees that DHS will not disclose, directly or indirectly, to or use for the benefit of DHS or any third party any such Confidential Information, or any knowledge or data related to Confidential Information, acquired by virtue of DHS's relationship under this Agreement with KBIC, without the prior written approval of KBIC. The obligations of DHS hereunder shall survive the termination or expiration of the Agreement.
  - B. All information that relates to the financial, business, legal, transactional or other affairs of DHS received by KBIC by virtue of KBIC's relationship under this Agreement with DHS shall be considered by KBIC as confidential, unique and valuable ("Confidential Information"). KBIC agrees that KBIC will not disclose, directly or indirectly, to or use for the benefit of DHS or any third party any such Confidential Information, or any knowledge or data related to Confidential Information, acquired by virtue of KBIC's relationship under this Agreement with DHS, without the prior written approval of DHS. The obligations of KBIC hereunder shall survive the termination or expiration of the Agreement.
10. DHS commits to working with KBIC to develop local procedures between the DHS office and KBIC in any geographic location where KBIC is charged with providing services to individuals and families as defined in KBIC Tribal Code. (KBIC will provide services within the service area described in KBIC Tribal Code §4.205 and the related sections

§3.1404; §4.103; §4.104; §4.106 (F. G. & M.); §4.203; §4.204; and §4.1102) See Addendum D.

11. KBIC agrees to notify DHS within 14 business days of any changes to the KBIC Service Area.
12. DHS commits to providing services to Tribal children and families pursuant to the provisions of the Federal Indian Child Welfare Act (ICWA), Michigan Indian Family Preservation Act (MIFPA), and DHS policy in areas of the State where KBIC does not provide direct services.

## **STATE AND TRIBAL TITLE IV-E PLAN PROVISIONS**

### 1. State and Tribal Service Area

KBIC will provide DHS with a current delineation of their service area where the provisions of this agreement will be implemented. Should the KBIC service area change causing an impact upon the terms of this agreement, DHS shall be notified within 14 calendar days of the changes. For the purposes of this agreement, KBIC service area is as defined in section 4.205 of the KBIC Tribal Code. See Addendum D.

### 2. Coordination with Title IV-A and Title IV-B Programs

The State operated Title IV-E program is compliant with Title IV-E section 471(a) (4). (Codified at 42 U.S.C. 671(a) (4).) DHS will assist KBIC with any coordination issues that may arise between the KBIC Title IV-E program and the State operated Title IV-A and Title IV-B programs.

### 3. Child Support Enforcement for Certain Children in Foster Care

KBIC operates their own Title IV-D program and has read only access to the Department's MiCSES child support system through an MOU between KBIC and the Michigan Department of Human Services, Office of Child Support. See Addendum E, Memorandum of Understanding Between KBIC (Office of Child Support Services) and MI, DHS, Office of Child Support—Title IV-D

#### 4. Interstate Compact on the Placement of Children

KBIC may access the DHS ICPC office for placement of any Tribal foster care youth in out-of-state placement or to place tribal youth in Michigan, from another state.

#### 5. Foster Care, Adoption, Guardianship, and Young Adult Voluntary Foster Care Maintenance Payments

The parties agree that KBIC will operate their own Foster Care, Adoption Assistance, Guardianship Assistance (GAP), and Young Adult Voluntary Foster Care (YAVFC) Programs in accordance with federal requirements. The State will reimburse the Tribe for the match funds required to obtain the federal funding associated with the maintenance costs of these programs.

##### A. Eligibility

1. Foster Care: Any eligible foster child in an eligible placement that is also eligible for subsidy, which KBIC makes a request to the Department for matching funds will have been determined to be Title IV-E eligible and reimbursable by KBIC.
2. Adoption Assistance: In compliance with title IV-E, any eligible pre-adoptive child that is also eligible for adoption assistance, for whom KBIC makes a request to the Department for matching funds will have been determined to be Title IV-E eligible and reimbursable. This includes adoption assistance agreements that are eligible to be renegotiated to the maximum amount of the foster care rate, as allowed under title IV-E.
3. Guardianship Assistance: Any child residing in an eligible guardianship that is also eligible for subsidy, whom KBIC makes a request to the Department for matching funds will have been determined to be Title IV-E eligible and reimbursable by KBIC.
4. Young Adult Voluntary Foster Care: Any child residing in an eligible young adult voluntary foster care that is also eligible for subsidy, which KBIC makes a request to the Department for matching funds will have been determined to be Title IV-E eligible and reimbursable by KBIC.

##### B. Voluntary Placement

Voluntary placement, sections 42 U.S.C. 472(d), (e), (f) (1) and (2), and (g) (1) and (2), 45 C.F.R. 1356.22(a), (b), and (c) are not implemented by the Michigan DHS and will be excluded from this agreement for matching payments. If DHS

implements this program in the future, the applicable federal eligibility, payments, medical, training and other agreed upon federal maintenance payment match will be reimbursed to the Tribe as outlined for the other programs included in this section.

#### C. Trial Reunification

Trial reunifications are not implemented by the Michigan DHS and will be excluded from this agreement for matching payments. If DHS implements this program in the future, the applicable federal eligibility, payments, medical, training and other agreed upon federal maintenance payment match will be reimbursed to the Tribe as outlined for the other programs included in this section.

#### D. Payments

1. DHS will provide to KBIC funds to match the federal funding for each KBIC child who meets the federal funding requirements. KBIC understands and agrees that while KBIC's Title IV-E plan may differ from Michigan's, Michigan can only provide funding for those federally approved program references in Michigan's Title IV-E Plan.

2. The Department will provide reimbursement to the Tribe for the funds to match for foster care, adoption, and guardianship maintenance payments that are not greater than the applicable published state rates, including the Determination of Care supplement on behalf of eligible children. All Determination of Care (DOC) must be consistent with DHS policy and procedures.

3. KBIC will provide the foster care, adoption and guardianship rates including any levels of care to the DHS Federal Compliance Division by October 1st on an annual basis.

4. Verification to support the state match to be paid by the Department will be submitted to the DHS Federal Compliance Division, or to the division/office otherwise authorized by DHS to receive the information. A copy of KBIC's U.S. Department of Health and Human Services (DHHS) Form CB-496: Title IV-E Quarterly Financial Report, Part 1: Expenditures and Estimates (CB-496) should be submitted to DHHS for federal funding payments. The submission to the Department for the state match will include a case load roster with specific case payment information, as agreed upon between DHS and KBIC.

5. DHS will cross reference the case load roster information and the CB-496, and then submit a payment voucher to the DHS accounting office for payment processing.
6. KBIC will provide DHS with any Prior Quarter Adjustments Claims, Columns C and D on the CB-496.
7. DHS will adjust the payments made to KBIC in accordance with the data listed in Columns C and D on the CB-496.
8. DHS will process the lump sum payment within 45 days of receipt of the CB-496 and the case load roster.
9. There will be no cost sharing by the state for adoption non-recurring expenses (NRE).
10. The Department will reimburse all non-title IV-E payments made on behalf of children who reside in guardianships with relatives and/or other legal guardians.

#### E. Medical

For tribal children covered under this agreement, DHS staff will process the KBIC child's application for Medicaid within 14 days upon receiving a request from KBIC with documentation of the youth's eligible placement. See Addendum B.

#### F. Training

The parties agree that the DHS training programs available through the Child Welfare Training Institute will be made available to KBIC staff at no additional cost. KBIC staff will continue to register through JJOLT for available training. Mileage and other travel costs associated with attending the training will be the responsibility of KBIC.

## **GENERAL PROGRAM REQUIREMENTS**

1. KBIC's Title IV-E Agency and Licensing Authority
  - A. KBIC Tribal Social Services is the designated Title IV-E Agency and the designated licensing authority for the tribe. See §4.204 of the Tribal Code, Addendum D.
  - B. KBIC will be responsible for administrative rate expenses for children in residential care.

- C. KBIC will be responsible for maintenance payment directly to the Child Care Institution for title IV-E eligible children/youth when the Child Care Institution is a title IV-E eligible facility.
2. Child Care Institutions Outside of the KBIC Reservation and Trust Lands
- A. The care of KBIC children placed in a private child care institution or a public child care institution outside of the KBIC reservation and trust lands will be governed by the applicable state and federal laws.
- B. KBIC designates the Department's Bureau of Child and Adult Licensing (BCAL) in accordance with MCL 722.111(1) (b) and MCL 722.115 as the licensing, monitoring, and enforcing agency for Child Care Institutions outside of the KBIC reservation and trust lands.
- C. The Department will notify KBIC Tribal Social Services of any licensing violations that would affect Title IV-E eligibility.
3. Review of Payments, Licensing Standards and Foster Care Payment Rates
- A. The Department will provide KBIC with the result of the Departmental review of the amount of the payment made for foster care maintenance.
- B. Licensing standards and foster care payment rate reviews are conducted annually. DHS lists the current foster care payment rates in DHS policy and are available on the DHS website.
4. Timely Interstate Placement of Children
- A. KBIC will process any Interstate Compact for the Placement of Children (ICPC) requests directly through the DHS ICPC office.
- B. KBIC will utilize the forms and policy DHS uses to process ICPC cases.
- C. The parties agree to adhere to the 60 day timeframe outlined in the Interstate Compact regulations in the IV-E State Plan when placing a child through the ICPC.
5. Relative/Kinship Care
- A. The parties acknowledge that placement of foster children with relatives is the preferred option when foster placement is necessary.

B. Unlicensed relative placements are not eligible for reimbursement through the Title IV-E program and therefore, the state will not share the cost of an unlicensed foster home placement.

6. Safety Requirements

A. DHS will provide KBIC with file clearance for the DHS CPS Central Registry to assure compliance with the Federal Adam Walsh Act and other applicable federal and state laws. 42 USC 16901 et seq. See Addendum A.

B. KBIC has a process in place for direct access to obtain the fingerprints and federal criminal background history of prospective foster care providers and relative/kinship care providers and other household members that are required for Title IV-E payments. KBIC will pay for fingerprinting and there will be no cost sharing by the state of Michigan on this program requirement.

7. Inter-Jurisdictional Adoptions

A. KBIC may utilize either the Michigan Adoption Resource Exchange (MARE) or US Adopt US kids as a way to implement this provision.

B. KBIC may contact MARE directly to have a foster care child available for adoption placed on MARE. Website: [www.MARE.org](http://www.MARE.org). Visit Website for application.

C. KBIC tribal youth in Michigan that are placed on MARE shall be covered under the state contract for MARE.

D. DHS shall provide a current copy of the MARE contract to KBIC within 60 days of any modifications and/or renewals of the contract.

8. Availability of Plans

The Department makes current plans (Title IV-E, Title IV-B & SSBG) available on the DHS public web site. Additionally, the Department will assure that an updated version of the Title IV-E state plan will be provided to KBIC whenever changes occur. Conversely, KBIC will ensure that the department will have a KBIC Title IV-E plan and any other plans associated with the operation of the Title IV-E program.

9. Consultation with KBIC



The Department commits to on-going government to government consultation with KBIC related to this Memorandum of Understanding.

10. Youth in Transition Program (YIT) Federal Chafee Program Funds

KBIC will utilize the Departments YIT funds and will be subject to all policy and procedures created by the department, unless KBIC applies directly to ACF/HHS for this funding. The youth, or someone on behalf of the youth, must contact the DHS HEYU-YIT Analyst at 517-373-9219 at DHS Central Office to access YIT funding.

11. Education and Training Voucher Program (ETV)

KBIC will have access to the Departments ETV funds and will be subject to all policies and procedures created by the department. Unless KBIC applies directly to administer the Education and Training Voucher Program with Federal funding, KBIC will apply for ETV funds by submitting an ETV application to the following agency or other agency/department as directed by DHS:

Lutheran Social Services of Michigan

Attn: ETV

209 E. Washington, Suite 284

Jackson, MI 49201

Phone toll-free: 1-877-660-METV (6388)

Fax: (517) 789-6809

Application and additional information available online at [www.mietv.lssm.org](http://www.mietv.lssm.org)

Application available at Visit website for application

**MODIFICATION OF  
MOU AND OR  
ADDENDUM(S)**

Memorandum of Understanding (MOU) may be modified in writing when agreed upon by both parties at any time, as needed. The parties will act timely and in good faith to negotiate any modifications.

Addenda may be added or removed as agreed in writing and deemed necessary by the parties. The documents within the addendums can be revised and modified in writing when agreed upon by both parties at any time, as needed. Addenda's may be modified individually from this MOU by agreement of both parties, without affecting the MOU.

## MISCELLANEOUS

**Term.** This agreement shall be effective upon execution by both parties and shall remain in effect until terminated in writing by one of the parties with ninety (90) days notice to the other.

**Immunity.** The parties mutually acknowledge the sovereign immunity of each other from suit and the immunity of their employees. The parties agree that this immunity does not extend to criminal or ultra vires acts of the employees of either TSS or the Department.

**Disputes.** The parties agree to provide notice of a dispute regarding the terms of this Agreement or the actions of either under those terms in writing. The designated representatives for each party shall meet within thirty (30) days of a noticed dispute and make efforts to resolve or correct the issue.

**Governing Law.** The laws of the Keweenaw Bay Indian Community shall apply to members of federally recognized Indian tribes and persons eligible for membership when on the reservation or trust lands. These laws shall also apply and be followed by employees of the Department when acting under this Agreement and working with members of federally recognized Indian tribes or persons eligible for such membership who live on the reservation or trust lands.

The laws of the state of Michigan shall apply to persons who are not members of federally recognized Indian tribes or eligible for such membership regardless of their location in the state. Employees of the Department are subject to the laws of the state of Michigan regardless of their location within the state.

## AGENCY CONTACTS AND AUTHORIZING SIGNATURES

## ***Agency Contacts***

The following individuals; those holding the identified positions; or the individual/agency/department otherwise identified by each agency as their point of contact:

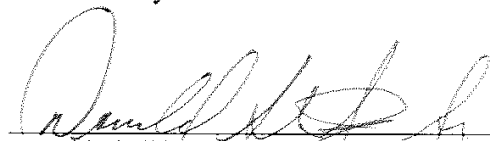
Keweenaw Bay Indian Community  
Judith Heath, Director of Social Services  
Tribal Social Services  
16429 Bear Town Road  
Baraga, Michigan 49908  
Phone: (906) 353-4201  
Fax: (906) 353-8171  
Email: judy@kbic-nsn.gov

Michigan Department of Human Services  
Jenifer Pettibone, Manager  
Federal Compliance Division  
235 South Grand Avenue  
Lansing, Michigan 48909  
Phone: (517) 335-3919  
Fax: (517) 335-0122  
Email: pettibonej@michigan.gov


## ***Authorization of MOU***

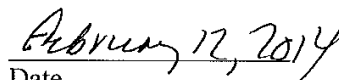
### ***Authorization of MOU***

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date and year written below.

  
\_\_\_\_\_  
Donald Shalifoe, Sr., President/Ogimaa  
Keweenaw Bay Indian Community  
16429 Bear Town Road  
Baraga, Michigan 49908

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Maura D. Corrigan, Director  
Michigan Department of Human Services  
235 South Grand Avenue  
Lansing, Michigan 48909

  
\_\_\_\_\_  
Date

**MEMORANDUM OF UNDERSTANDING BETWEEN KEWEENAW BAY INDIAN COMMUNITY AND MICHIGAN DEPARTMENT OF HUMAN SERVICES**

**ADDENDUM A: DHS  
CHILD  
ABUSE/NEGLECT  
CENTRAL  
REGISTRY  
CLEARANCES**

The purpose of this Addendum is to identify how KBIC will obtain DHS Child Abuse/Neglect Central Registry (CR) clearances.

KBIC will submit the appropriate DHS approved form to request Central Registry (CR) clearances to the local DHS County office by email, fax, mail or in-person with a copy of the picture identification, if available, of the person for whom the clearance is being requested on.

KBIC will provide DHS with a list of authorized personnel who can request a CR clearance to the local DHS office Director and the Central Intake Unit Director. KBIC will update this list as necessary based on staff turn-over but at least once a year.

DHS Administrative support will process the CR requests the same day they are received and will submit the clearance in the agreed upon method, either via email, fax, mail or pick-up by KBIC authorized personnel.

When DHS is closed, KBIC will contact the Central Intake Unit who will run a CR clearance and verbally inform KBIC of the results. KBIC will ensure one of the forms listed above is delivered to DHS the next business day. The written clearance will be processed by DHS Administrative support and submitted to KBIC as indicated above.

Forms can be found on the DHS public website at [www.michigan.gov/dhs-forms](http://www.michigan.gov/dhs-forms).

**MEMORANDUM OF UNDERSTANDING BETWEEN KEWEENAW BAY INDIAN COMMUNITY AND MICHIGAN DEPARTMENT OF HUMAN SERVICES**

**ADDENDUM B:  
MEDICAID**

The purpose of this Addendum is to identify how KBIC will obtain Medicaid for KBIC foster children, including voluntary foster children; children in guardianships; and/or children in the process of adoption and those who have been adopted.

KBIC TSS staff will facilitate the Medicaid application process.

KBIC will utilize the on-line application system available on the DHS website or file a paper application with the local DHS county office.

DHS will train and provide technical assistance to KBIC TSS staff as needed to facilitate the on-line Medicaid application process.

KBIC will notify the local DHS county office in writing each time an application is submitted on-line via electronic notice, email, U.S. mail, hand delivery or by another mutually agreeable method. DHS will prioritize the authorization process for the tribal application. On-line applications submitted by KBIC will be expedited and processed by DHS immediately, but no later than 14 business days from the date of submission.

When completing a paper application, KBIC will complete the appropriate form and write “KBIC FOSTER CARE”, “KBIC ADOPTION” or “KBIC GUARDIANSHIP” in bold across the top of the application to facilitate DHS internal handling. TSS staff will have the form signed by the foster parent(s).

When completing a paper application when Medicaid is needed for outstanding bills (up to 3 months prior to the filing date or within the allowable retroactive period of time), KBIC will complete the appropriate form and write “KBIC FOSTER CARE”, “KBIC ADOPTION” or “KBIC GUARDIANSHIP” in bold across the top of the application to facilitate DHS internal handling. TSS staff will have the form signed by the foster parent(s).

The paper Medicaid application forms thus identified “KBIC FOSTER CARE”, “KBIC ADOPTION” or “KBIC GUARDIANSHIP” written on the top of the form will be expedited and processed by DHS immediately, but no later than 14 business days from the date of receiving the application at the DHS office.

As processed, verification of processed applications will be given to KBIC via electronic notice, email, U.S. mail, pick-up by a TSS representative or by another mutually agreeable method.

Forms are available on the DHS public website at [www.michigan.gov/dhs-forms](http://www.michigan.gov/dhs-forms).

KBIC will ensure that reapplication is made for Medicaid through the on-line system or the local DHS office if a foster child goes from foster care into an Adoption and or Guardianship Assistance Program.

**MEMORANDUM OF UNDERSTANDING BETWEEN KEWEENAW BAY INDIAN COMMUNITY AND MICHIGAN DEPARTMENT OF HUMAN SERVICES**

**ADDENDUM C:  
FINANCIAL  
INFORMATION FOR  
FUNDING  
DETERMINATIONS  
AND OTHER  
PURPOSES**

The purpose of this Addendum is to identify how KBIC will obtain financial information for funding determinations and for other purposes related to the Child Welfare, Adult Services, Juvenile Justice, Foster Care, Guardianship, Adoption Program, and/or other programs within Tribal Social Services.

KBIC will submit a DHS-930 Request for DHS Information form or other appropriate DHS approved form to the corresponding DHS county office via email, fax, hand-delivery, or another mutually agreeable method.

DHS will complete, gather and print the requested information and return (with printed computer screen shots from Bridges or the current DHS utilized system, Income, Assets, Vehicle Information, Household information, Child Support, and any other relevant information may be required for verification) to KBIC within 3 business days from the date the DHS-930 Request for DHS Information or other appropriate DHS approved form is received at the DHS office. The information will be delivered to KBIC via email, fax, pick-up by authorized TSS personnel, or another mutually agreeable method.

**MEMORANDUM OF UNDERSTANDING BETWEEN KEWEENAW BAY INDIAN COMMUNITY AND MICHIGAN DEPARTMENT OF HUMAN SERVICES**

**ADDENDUM D: KBIC  
TRIBAL CODE,  
TITLE FOUR  
JUVENILE**

The purpose of this addendum is to provide the parties with the Tribal Code sections cited in the MOU. Tribal Code, Title Four: Juvenile Division; Title Five: Adoptions; and Title Six: Guardians and Conservators are available on the KBIC website under the Government tab or at <http://www.kbic-nsn.gov/content/kbic-tribal-code>.

***TITLE THREE: CRIMINAL OFFENSES AND PENALTIES***

***§3.1404 Cooperation Between Tribal and State Agencies***

The child protective services worker of the Keweenaw Bay Indian Community and other tribal personnel whose duties shall include attending to the health, safety, and welfare of children, and the Tribal Court of the Keweenaw Bay Indian community, shall cooperate fully with State agencies having the same responsibilities in all matters where the health, safety, and welfare of children are involved.

Such cooperation shall include, but shall not be limited to, the free exchange of information, sharing of resources, and cooperation and investigating alleged child abuse or neglect.

***TITLE FOUR: JUVENILE DIVISION***

***§4.103 Purpose.***

The purpose of the Juvenile Division of the Tribal Code, as set forth in this Title, is to insure that each juvenile who shall come within the jurisdiction of the Court shall receive such care and guidance, preferably in his own home, as shall best satisfy the spiritual, emotional, mental, and physical needs and welfare of the juvenile, and the best interests of the people of the Keweenaw Bay Indian Community; to preserve and strengthen the juvenile's family ties to the greatest extent possible, removing him from the custody of his parent(s) or guardian, and from his home, only when his welfare, or



safety, or the protection of the public cannot be adequately achieved without removal; and when a juvenile is removed from his home to provide that juvenile with custody, care, and discipline which shall be as nearly equivalent to that which should have been provided by his parent(s) or guardian as shall be possible.

**§4.104 Juvenile; Definition.**

The terms juvenile and child shall be used interchangeably throughout the Tribal Code and shall have the meanings described as follows:

- A. For purposes of delinquency proceedings, a juvenile is any person under the age of seventeen (17) years. The Court shall have continuing jurisdiction for delinquency proceedings after a juvenile's seventeenth (17) birthday and through the juvenile's eighteenth (18) birthday, if the Court shall deem it appropriate and necessary to continue its jurisdiction to achieve its purposes set forth in §4.103.
- B. For purposes of placement with foster parent(s), adoptive parent(s), relative guardians, or any other out of home placement, a juvenile is a person under the age of eighteen (18) years.
- C. The definition of juvenile may also include persons under the age of twenty-one (21) years when the criteria of 42 U.S.C. §675(8) (A) are met.
- D. "Infant" shall mean an unborn child in utero from the beginning of the second trimester until the child reaches one (1) year old.

**§4.105 Children within the Jurisdiction of the Court.**

**Definitions:**

- A. A "dependent juvenile" shall mean any juvenile who is homeless or destitute, or without proper support, through no fault of his parent(s), guardian, or custodian.
- B. A "neglected juvenile" shall mean any juvenile who:
  - 1. is abandoned by his parent(s), guardian, or custodian; or
  - 2. lacks proper parental care by reason of the fault or habits of his parent(s), guardian, or custodian; or
  - 3. whose parent(s), guardian, or custodian refuse or neglect to provide proper and necessary food, clothing, shelter,

education, or other care to preserve and develop the health, moral, or emotional and physical well-being of such juvenile; or

4. whose parent(s), guardian, or custodian, neglect or refuse to provide such special care as may be necessary or appropriate by reason of the special mental or physical condition or needs of the juvenile.
5. An infant that has any amount of alcohol, a controlled substance, or a metabolite of a controlled substance in his body. Unless the substance is present due to medical treatment of the infant, or mother. If the substance is present due to medical treatment of the mother, the treating medical professional must have been informed of the pregnancy.

C. A “delinquent juvenile” shall mean any juvenile who:

- 1, is adjudicated of committing any offense enumerated in the Criminal Code of the Keweenaw Bay Indian Community, any violation of the laws of the United States, or any violation of the laws of any other jurisdiction when such child, after having been adjudicated a delinquent in another jurisdiction, shall be transferred to the jurisdiction of the Juvenile Court; or
- 2, by reason of being habitually disobedient or incorrigible, repeatedly refuses to obey the reasonable commands and directives of his parent(s), guardian, or custodian, or
3. is habitually truant from school or his place of residence; or
4. habitually consumes intoxicants or controlled substances; or
5. consistently conducts himself in a manner likely to endanger the health or safety of himself, or others.

D. “Reasonable efforts” are those efforts by TSS, other agencies, and individuals to maintain the family unit. Reasonable efforts also include efforts to reunify the juvenile and the family, and to make or finalize alternate permanency plans in a timely manner when reunification is not appropriate or not possible.

1. A reasonable efforts determination is required to be made by the Court:
  - a) within sixty (60) days of a juvenile being removed from his or her home;

- b) to finalize a juvenile's permanency plan within twelve (12) months of the date the juvenile entered into foster care;
2. A reasonable efforts determination shall not be required to be made with respect to a parent if a court of competent jurisdiction has determined:
- a) the parent has subjected the child to aggravated circumstances which include but are not limited to abandonment, torture, chronic abuse, and sexual abuse; or
  - b) the parent has:
    - i. committed murder of another child of the parent, or committed voluntary manslaughter of another child of the parent, or
    - ii. aided or abetted, attempted, conspired, or solicited to commit the murder or voluntary manslaughter of another child of the parent, or
    - iii. committed a felony assault that results in serious bodily injury to another child of the parent, or
    - iv. the parental rights of the parent to a sibling of the child have been terminated involuntarily.

**§4.106 Additional Definitions.**

As used in this Code, the following words and phrases shall have the meanings ascribed to them below:

- A. "Abandon" or "abandonment"; refers to the willful desertion of a juvenile without ensuring the basic necessities of life are provided for the duration of the parent's absence. Time is not an essential element of the act of abandonment, although the lapse of time may be evidence of an intention to abandon, and where it is accompanied by acts manifesting such an intention, it may be considered in determining whether there has been an abandonment.
- B. "Adult"; a person eighteen (18) years of age or older where §4.104(A) and or (C) do not apply.
- C. "Custodial Detention" shall mean a juvenile who has been arrested for delinquency purposes and is in the custody of a police officer.

- D. “Custodian”; a person who has physical custody of a minor and who is providing, or who previously assumed the responsibility of providing the minor’s necessary food, shelter, and supervision.
- E. “Delinquent act”; an act, or omission, as described in the definition of a delinquent juvenile at §4.105(C).
- F. “Department of Tribal Social Services” or “TSS”; shall mean the Keweenaw Bay Indian Community Department of Tribal Social Services which is authorized to function in accordance with Title IV, Part E, of the federal Social Security Act as a IV-E agency. TSS has the responsibility for all activities relating to child care placement. TSS is responsible for advising the Court on all matters related to child care and placement. TSS may assign these duties and responsibilities to a TSS Designee when TSS believes such a designation or assignment is in the best interest of the child, family, or service plan.
- G. “TSS Designee”: shall mean a person or agency designated by the Keweenaw Bay Indian Community Department of Tribal Social Services to fulfill TSS’s duties or responsibilities in a particular case or service plan.
- H. “Guardian” is a person other than a juvenile’s parent, who is by law required to assume parental responsibilities as to the juvenile.
- I. “Habitual” or “habitually”; shall mean customary, usual, or of the nature of habit. It does not mean entirely or exclusively.
- J. “IV-E” and “Title IV-E”; shall be used interchangeably throughout this Code and shall mean Title IV, Part E, of the federal Social Security Act.
- K. “Interagency Agreement”; is a formal written agreement or an informal verbal agreement between agencies, or an agency and a tribe or state.
- L. “Least restrictive alternative”; means that dispositional or placement alternative which, while consistent with this Court’s objectives is the least restrictive method, in terms of restrictions to be placed upon a juvenile, of obtaining the Court’s objectives.
- M. “Near reservation designation” or “near reservation designated area” shall mean those counties near the L’Anse reservation in the state of Michigan as designated by the Bureau of Indian Affairs in the Federal Register at 58 FR 8882 and include:

Baraga,  
Iron,  
Houghton,  
Marquette,  
Ontonagon,  
Dickinson,  
Gogebic, and  
Keweenaw.

**§4.201 Jurisdiction.**

- A. Original Jurisdiction - The Juvenile Court shall have exclusive, original jurisdiction in all proceedings in which a juvenile shall be alleged to be dependent, neglected, or delinquent. The jurisdiction of the Juvenile Court shall include jurisdiction over the juvenile and the parent(s), guardian, custodian, or any other adult with whom the child is placed with by the Court.
- B. Waiver of Jurisdiction - Under circumstances more fully described hereinafter, the Court may waive jurisdiction over an allegedly delinquent juvenile, in which case jurisdiction over such juvenile and the offense allegedly committed thereby shall be transferred from the Juvenile Division to the Trial Division of the Tribal Court.
- C. Voluntary Placements - The Juvenile Court shall also have exclusive, original jurisdiction in all voluntary placement proceedings. Voluntary placements are initiated by a juvenile's parent(s), guardian, or custodian in which the parent(s), guardian, or custodian allege that he/she/they are unable to satisfy the spiritual, emotional, mental, and physical needs of the juvenile. Before assuming jurisdiction, the Court shall determine that the parent(s), guardian, or custodian is genuinely unable to satisfy these needs despite good faith efforts to do so.
  - 1. Having made this determination, no finding of neglect or abuse is required for jurisdiction under this subsection.
  - 2. If it is the natural parent(s) of the juvenile who is initiating the proceeding, the Juvenile Court shall assume jurisdiction over the parent(s) for purposes of ordering

counseling and or parental education classes with the goal of eventually reuniting the family and assisting the parent(s) in living up to the responsibilities of caring for the children. The Court shall have the discretion of determining on a case by case basis whether such counseling and or education is appropriate for guardians or custodians. At all times the Court shall attempt to fulfill the purposes set forth in §4.103.

***§4.203 Cooperation with other Jurisdictions and Agencies.***

- A. The Juvenile Court is authorized and directed to cooperate fully with Courts of similar jurisdiction created under the laws of other Indian Tribes, the State of Michigan or other states, or the Federal government as well as with private and public agencies, including TSS, for the purpose of insuring that each juvenile who shall come within the Court's jurisdiction shall have available the widest possible range of diversion, rehabilitation, or training programs, and the widest possible range of placement options.
- B. For those cases eligible for funding under Title IV, Part E, of the Social Security Act, to ensure maximum utilization of federal resources, if any conflicts are identified between the Juvenile Code and Title IV, Part E, of the Social Security Act and implementing regulations, the Title IV provisions shall control. This controlling authority only applies to cases eligible for funding under Title IV, Part E, of the Social Security Act and is not applicable in any other case or proceeding before this Court.

***§4.204 Department of Tribal Social Services.***

- A. For all matters related to foster care, adoption, guardianship, and/or out of home placement for persons under the age of twenty-one (21) within the Tribal Court's jurisdiction, TSS shall provide the following services to the Court: prevention, protective services for juveniles and adults, juvenile justice and juvenile probation, foster care licensing, and supervision of tribally licensed foster homes. TSS is authorized to provide advocate, guardian ad litem, and other duties and or services as ordered by the Court or directed by Tribal Council. These services shall be provided by the TSS caseworker or TSS

Designee as assigned by the TSS Department Head or as appointed by the Court.

- B. The Court may appoint someone other than a TSS caseworker or TSS Designee to provide the services identified above when the Court makes findings that such an appointment is in the best interests of the juvenile, vulnerable adult, or family involved.
- C. TSS is authorized to utilize IV-E funds, programs, and services for all eligible persons it serves.
- D. TSS caseworkers and TSS Designees are mandatory reporters for instances described in §4.1102 for all persons within the service area.

**§4.205 Tribal Social Services Service Area.**

- A. TSS shall provide services to members of the Keweenaw Bay Indian Community who reside on the L'Anse reservation and Keweenaw Bay Indian Community trust lands. TSS may provide services to members of the Keweenaw Bay Indian Community who reside within the Bureau of Indian Affairs' near reservation designated area pursuant to a court order or interagency agreement in compliance with §4.203 of this Code.
- B. TSS shall provide services to members of other federally recognized Indian tribes who reside on the L'Anse reservation and Keweenaw Bay Indian Community trust lands. TSS may provide services to members of other federally recognized tribes who reside within the Bureau of Indian Affairs' near reservation designated area pursuant to a court order or interagency agreement in compliance with §4.203 of this Code.
- C. TSS shall provide services to juveniles, as defined in §4.104, who are eligible for enrollment as members of the Keweenaw Bay Indian Community and who reside on the L'Anse reservation or the Keweenaw Bay Indian Community trust lands. TSS may provide services for juveniles, as defined in §4.104, who are eligible for enrollment as members in another federally recognized Indian tribe and who reside on the L'Anse reservation or the Keweenaw Bay Indian Community trust lands.

***§4.1102 Mandatory Reporting.***

TSS shall report to the appropriate agency or official, known or suspected instances of physical or mental injury, sexual abuse or exploitation, or negligent treatment or maltreatment of a juvenile receiving aid or assistance under this Chapter under circumstances which indicate that the juvenile's health or welfare is threatened thereby and provide such information with respect to a situation described above to the agency or official which TSS may have.



**MEMORANDUM OF UNDERSTANDING BETWEEN KEWEENAW BAY INDIAN COMMUNITY AND MICHIGAN  
DEPARTMENT OF HUMAN SERVICES**

**ADDENDUM E:  
MEMORANDUM OF  
UNDERSTANDING  
BETWEEN KBIC  
(OFFICE OF CHILD  
SUPPORT  
SERVICES) AND MI  
DHS, OFFICE OF  
CHILD SUPPORT—  
TITLE IV-D**

The purpose of this addendum is to provide the parties with the MOU between KBIC and DHS for Title IV-D Child Support Enforcement cited in the KBIC-DHS MOU for Title IV-E.

**MEMORANDUM OF UNDERSTANDING****Memorandum of Understanding between the Keweenaw Bay Indian Community  
and the Michigan Department of Human Services, Office of Child Support**

This Memorandum of Understanding ("MOU" or the "Agreement") is between the Michigan Department of Human Services ("DHS") Office of Child Support ("OCS") and the Keweenaw Bay Indian Community ("KBIC") acting through the Office of Child Support Services ("OCSS"). Both parties are Title IV-D child support agencies and desire to enter into this MOU for the purpose of collaborating to deliver child support services to the children and families of the KBIC and the State of Michigan.

KBIC has received federal funding to operate a Title IV-D Child Support Enforcement program under the Social Security Act and is a comprehensive IV-D agency pursuant to 45 CFR Part 309. The IV-D State Plan requirements in 45 CFR Part 302.34 were amended to require states to enter into written agreements for cooperation with all Tribal IV-D programs. The KBIC OCSS is a Tribal IV-D Program.

KBIC OCSS and DHS OCS share an interest in the delivery of child support services to families residing within the territorial jurisdiction of the sovereign nation of the Keweenaw Bay Indian Community.

**I. Statement of Purpose – Shared Vision.**

The KBIC OCSS and DHS OCS acknowledge a common vision that will serve as the foundation of the collaborative relationship established by the two programs and their general provision of IV-D services to the public and tribal members and agree to:

- The common goal that every eligible child receives child support, which will improve the lives of all said children.
- Acknowledge and respect the sovereignty of both the KBIC and the State of Michigan.
- Recognize the rights and privileges of enrolled members of the Keweenaw Bay Indian Community.
- Allow clients to obtain IV-D services where they prefer, either through the KBIC OCSS or through DHS OCS.
- Promote an effective collaboration of the provision of IV-D services between the State of Michigan and the KBIC.

**II. Definitions.**

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- Promote an effective collaboration of the provision of IV-D services between the State of Michigan and the KBIC.

**II. Definitions.**

The following definitions shall apply to this MOU:

**Addendum:** A supplement to this MOU providing detailed processes and procedures. Addendums may be added as agreed and deemed necessary by the parties. The documents within the addendums can be revised and modified when agreed upon by both parties at any time as needed.

**Action Transmittal (AT):**

- A Federal communication letter sent out as needed that instructs state and/or Tribal child support program staff on the actions they must take to comply with current, new and amended federal laws. It is generally issued by the federal Office of Child Support Enforcement (OCSE), a division of the Department of Health and Human Services/Administration for Children and Families and is based on federal laws and regulations.

**Federal Intergovernmental Forms:** Standard Child Support Enforcement Transmittal forms from the Federal Office of Child Support Enforcement initially designed and used for communication between state IV-D agencies. To ensure consistency in intergovernmental IV-D communication most tribal IV-D agencies also use the forms.

**Federal Parent Locator Service (FPLS):** A computerized national location network operated by the Federal Office of Child Support Enforcement. The FPLS obtains address and employer information as well as data on child support cases in every state, compares the information, and returns matches to the appropriate states.

**Forwarded IV-D Application (DHS-1201):** A IV-D application received by DHS OCS where the applicant is determined to be a tribal member. After proper notice to the applicant, DHS OCS will forward the IV-D application to the KBIC OCSS for processing.

**IV-D Agency:** As referred to in this MOU, a IV-D Agency is either the Keweenaw Bay Indian Community Office of Child Support Services ("KBIC OCSS"), or the Michigan Department of Human Services Office of Child Support ("DHS OCS").

**Initiating IV-D Agency:** A IV-D agency that initiates a request for assistance from another IV-D agency when working a IV-D case where the non-custodial parent is employed, resides or owns property in the other agency's jurisdiction.

**IV-D Case:** A child support case in which at least one of the participants to the child support case, the custodial parent ("CP"/custodian, the non-custodial parent ("NCP"), or the putative father ("PF"), has requested or received IV-D services from a IV-D agency. A IV-D case is composed of a CP, NCP or PF, and dependent(s). A IV-D case may or may not have a court order attached.

**IV-D Program:** A child support program established under Title IV, Part D of the Social Security Act, to locate parents, establish paternity and child support orders, enforce those orders and collect and distribute child support.

**KBIC IV-D Case:** A IV-D case administered by the KBIC Office of Child Support Services.

**mi-support:** Internal website used by the DHS OCS and its IV-D partners to disseminate information.

**Michigan Child Support Enforcement System (MiCSES):** The statewide child support computer system in Michigan.

**Michigan IV-D Child Support Manual:** The Michigan IV-D publication containing statewide policy directives and decisions including:

- Accepted and expected non-system related business practices;
- Federal or state regulations or statutes;
- Forms staff are expected to use; and
- Information previously published as an Action Transmittal.

**Michigan IV-D Memorandum:** The Michigan IV-D Memorandum is used for a notification to IV-D staff of a change in policy, as a "cover sheet" for a manual update to the Michigan IV-D Child Support Manual. It is also used as a "stand alone" policy document for a temporary policy or an announcement that would not appear in a manual section.

**Michigan IV-D Case:** A IV-D case administered by DHS OCS

**Michigan State Disbursement Unit (MiSDU):** The designated site to which all withheld child support payments must be sent for processing and distribution in Michigan IV-D cases.

**Non-shared Interest IV-D Case:** A IV-D case for which only one IV-D program has an open IV-D case.

**Public Assistance:** Benefits granted from state or federal programs to aid eligible recipients and which require assignment of child support rights and cooperation with the child support process (eligibility requirements vary among particular programs).

**Referral/Referred:** An intergovernmental request sent to a IV-D agency by another IV-D agency via intergovernmental transmittals, or a non-IV-D agent via the submission of an application for services, asking for assistance with establishing paternity, child support, medical support, modification, enforcement or locate services.

**Responding IV-D Agency:** The IV-D agency who receives a request from another IV-D agency for assistance in working a IV-D case.

**Shared Interest IV-D Case:** A IV-D case for which both KBIC OCSS and DHS OCS have an open IV-D case.

Undefined terms used in this MOU shall be defined as set forth in the current Federal Glossary of Common Child Support Terms.

### III. Jurisdiction.

- A. Nothing in this MOU shall be construed as or deemed to be a waiver of the sovereign immunity of the Keweenaw Bay Indian Community, Keweenaw Bay Indian Community Office of Child Support Services, or the State of Michigan.
- B. The parties agree to give full faith and credit to each other's child support orders as required and in compliance with the Full Faith and Credit for Child Support Orders Act. 28 U.S.C. § 1738B.

### IV. Scope of MOU.

KBIC OCSS and DHS OCS agree to extend the full range of services available under their respective IV-D plans, promote effective and efficient delivery of child support services, respond to all requests and cooperate with each other. The parties agree to establish and implement policies and procedures between the two programs wherever feasible and in accordance with applicable regulations and directives.

### V. Case Management.

Parties shall work cooperatively to ensure quality case management of all IV-D cases as follows:

#### A. Forwarded IV-D Application (DHS-1201)

For all Forwarded IV-D Applications, the IV-D programs shall:

1. Notify the other IV-D program of new IV-D applications when appropriate and necessary;
2. Forward IV-D applications to the other IV-D program when necessary and/or appropriate pursuant to Addendum A (adopted at the time of this MOU); or
3. Provide IV-D case information to the other IV-D program upon request and as needed.

#### B. Shared Interest IV-D Case

For all Shared Interest IV-D Cases the IV-D programs shall:

1. Identify IV-D cases in which public assistance is being provided for a child;
2. Send a referral to the other IV-D program as outlined in the Addendum;
3. Provide IV-D case information to the other IV-D program as requested using the federal intergovernmental forms; and
4. Ensure that child support monies owed to the other entity are disbursed appropriately and in a timely manner as indicated in Section VIII(B).

#### **C. Primary Child Support Worker**

The parties acknowledge that both IV-D programs may have an interest in the same IV-D case or in IV-D cases involving the same IV-D case participants.

The parties agree that a IV-D case should have one primary child support worker to ensure quality customer service.

The parties agree that the primary child support worker shall be the worker in the initiating IV-D agency and shall be the primary contact for the case participants.

#### **VI. IV-D Enforcement Services**

- A.** Each party shall provide child support enforcement services to IV-D cases as appropriate and pursuant to applicable laws.

#### **B. Initiating IV-D Agency**

Either IV-D program may request assistance from the other IV-D program by following the standard protocol of intergovernmental case management.

#### **C. Case Management Disputes**

The KBIC OCSS and DHS OCS programs agree to work cooperatively to resolve any disputes regarding the management of Shared Interest IV-D cases.

#### **VII. IV-D Program Support Services Provided by DHS OCS**

DHS OCS uses the Federal Parent Locator Service ("FPLS") an automated process to request location information about IV-D case participants from certain federal and Michigan state agencies. As information is received through the FPLS, the information is available on MICSES.

Tax refund intercept is a process developed to assist IV-D programs in the collection of child support through the interception of federal tax refunds. Information is received from the IRS and stored in MICSES.

The parties agree that KBIC OCSS may request from DHS OCS location information and tax refund intercept services on IV-D cases which are not in MICSES. Contingent upon funding resources, DHS OCS agrees to process such requests for location information and tax refund intercept services through the location process and to submit the information to KBIC OCSS to the extent that the submission of the information is not prohibited by the agency that supplied the information.

#### **VIII. Payment and Collections.**

##### **A. Non-Shared Interest IV-D Cases**

The parties acknowledge that collections received on non-shared interest IV-D cases shall be distributed and disbursed by the IV-D program that is managing the IV-D case.

##### **B. Shared Interest IV-D Cases**

The parties agree that collections and payments received on shared interest IV-D cases must be processed by both KBIC OCSS and DHS OCS to ensure compliance with federal regulations. The parties agree to work cooperatively to accomplish this as follows:

1. KBIC OCSS, when it is the responding IV-D agency will disburse monies to the State of Michigan by submitting payments to MiSDU. MiSDU will receipt, distribute and disburse monies appropriately;
2. DHS OCS, when it is the responding IV-D agency will disburse monies to KBIC OCSS by submitting payments to the KBIC OCSS. The KBIC OCSS will receipt, distribute and disburse monies appropriately.
3. Each IV-D program is responsible for maintaining accurate financial case records according to applicable federal regulations.

#### **IX. Access and Use of MICSES by KBIC OCSS.**

##### **A. MICSES**

DHS OCS uses MICSES to receive and process data, collections, and payments, and to perform all necessary activities for child support enforcement. KBIC OCSS has requested and DHS OCS has agreed that child support enforcement under this agreement can be accomplished effectively by granting KBIC OCSS access to MICSES on a read-only basis.

##### **B. Access and Use of MICSES**

It is agreed between the parties that KBIC OCSS will be provided access and use of MICSES based on the following conditions:



- KBIC OCSS IV-D staff will comply with Physical Security-IRS Publication 1075, *Tax Information Security Guidelines for Federal, State and Local Agencies and Entities* and MOCS Action Transmittal (AT) 08-022, *Internal Revenue Service (IRS) and State of Michigan Tax Return Information – Mandatory Action*;
- KBIC OCSS IV-D staff will comply with the Authorized requestor DHS OCS AT 2004-021, *Emergency Remote Access to the Michigan Child Support Enforcement System (MiCSES)*;
- KBIC OCSS IV-D staff will sign security agreements pursuant to DHS OCS AT 2008-043, *REVISED: Policy for Granting, Changing and Deleting Access to Computer Systems for IV-D Work; Accessing, Disclosing and Avoiding Conflicts of Interest in MiCSES; and Revised IV-D Program Security forms*;
- KBIC OCSS IV-D staff will comply with the most current version of the National Institute of Standards and Technology NIST Special Publication 800-53, *Recommended Security Controls for Federal Information Systems*;
- KBIC OCSS IV-D staff will comply with Internal Revenue Code 26 U.S.C. 6103, which prohibits the release of IRS information outside of the IV-D program; and
- KBIC OCSS will comply with onsite audits by DHS OCS and/or the IRS.
- DHS OCS may deny and discontinue access if it finds any inappropriate access or use of MiCSES and its data.

The above current policies and procedures for the access and use of MiCSES by KBIC OCSS, have been provided via electronic copy. Any future changes or updates will be provided to KBIC OCSS via the DHS Web site and/or mi-support.

DHS OCS shall provide KBIC OCSS MiCSES access at no charge. Costs may be incurred at a later date if and to the extent mutually agreed upon by the parties.

### C. Data Privacy

Authorized KBIC OCSS IV-D employees will have access to MiCSES and agree to follow all present and future procedures for data privacy and security of IV-D data as set forth in Michigan Department of Information Technology MiCSES agreements and DHS OCS. Authorized KBIC OCSS IV-D employees will comply with policy as referenced in current and future policy publications provided that no current or future policies will affect or infringe upon tribal sovereignty or the KBIC's sovereign immunity.

### X. Compensation.

The services provided by DHS OCS to KBIC OCSS and by KBIC OCSS to DHS OCS under this MOU shall be rendered at no cost to either party unless otherwise

specified within a Contract for Services Agreement established and agreed upon by both parties.

#### **XI. Communication and Training.**

- A. The parties agree to communicate with each other on a regular basis to discuss issues of mutual concern and to mutually resolve any questions or disputes that arise.
- B. KBIC OCSS will provide a contact name to be the recipient of all policy materials regarding MiCSES or other applicable policy statements.
- C. DHS OCS agrees to invite KBIC OCSS employees to attend statewide trainings or events of interest to KBIC OCSS employees. KBIC OCSS agrees to invite DHS OCS employees to attend similar Tribal meetings or events.
- D. DHS OCS agrees to facilitate cooperation between the KBIC OCSS, State Court Administrative Office (SCAO), and the county child support agencies.

#### **XII. Confidentiality and Security of Information – Safeguarding.**

The parties will maintain strict confidentiality of all information concerning child support enforcement services and will use the information only for purposes directly connected with administration of the child support enforcement IV-D program.

#### **XIII. Term of the MOU.**

The term of this MOU shall commence on the date this MOU is signed by both parties to this MOU, and shall remain in effect until terminated by either party, at any time and for any reason, upon 30 days written notice to the other party.

#### **XIV. Authorized Representatives.**

- A. The authorized representative for the Michigan Office of Child Support is Marilyn F. Stephen, or her successor as Director, Michigan Department of Human Services Office of Child Support.
- B. The authorized representative for the Keweenaw Bay Indian Community is the Tribal Council President. The Director of the KBIC OCSS shall be the point of contact for this MOU.
- C. The authorized representatives are authorized to sign this MOU.

**XV. Entirety of the Agreement and Modification.**

This MOU contains the entire agreement and understanding by and between the parties with regard to child support enforcement, and no statement, promises or inducements made by either party or agency of either party that are not contained in this written MOU shall be valid or binding.

No waiver, modification, addendum or amendment of the MOU or of any covenant, condition or limitation contained in the MOU shall be valid unless in writing and duly executed by both parties to the MOU. Any waivers, modifications, addenda or amendments of the MOU may not violate tribal, state, or federal laws or regulations, or exceed the budgetary authority of the parties.

**XVI. Contingencies.**

During the term of this MOU, it is understood that each party's participation is contingent on laws authorizing the activities described within this MOU and on the availability of funds to carry out those activities.

**XVII. Performance Standards.**

The parties agree to work together to identify methods of evaluating the impact of this MOU on the delivery of child support enforcement services, including the use of federal performance standards.

**XVIII. Compliance.**


In carrying out this MOU, the parties agree to comply with Title IV-D of the Social Security Act, the Code of Federal Regulations governing the child support enforcement program, other applicable federal regulations, requirements, and policies and other applicable laws as is required of any IV-D Agency pursuant to federal law.

**XIX. Maintenance of Records.**


Each party will retain all fiscal and case records relating to this MOU for as long as required under applicable laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum Of Understanding as of the date and year written below.

KEWEENAW BAY INDIAN COMMUNITY

  
Warren C. Swartz  
President, Keweenaw Bay Indian Community

1 Mar 2010  
Date

  
Marilyn F. Stephen  
Director, Office of Child Support  
Michigan Department of Human Services

March 16, 2010  
Date

## MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between the Keweenaw Bay Indian  
Community and the Michigan Department of Human Services,  
Office of Child SupportAddendum A

The following addendum shall be attached to and be part of the MOU between DHS OCS and KBIC OCSS for the purposes of processing forwarded IV-D applications and referrals of IV-D cases.

Identified are the three possible ways IV-D cases may be processed from DHS OCS to KBIC OCSS:

**I. IV-D cases in which the Custodial Party (CP) is a Current or Former Recipient of Public Assistance (FIP, MA, FAP, CDC, FC) and Does Not Have A Child Support Order.**

- A. The DHS OCS IV-D worker will create a IV-D case in the Michigan Child Support Enforcement System (MiCSES).
- B. The DHS OCS IV-D worker will interview the CP to obtain information (including current location) regarding the CP, dependent(s) and non-custodial parent/putative father (NCP/PF).
- C. The DHS OCS IV-D worker will determine if the CP claims one of the participants above is a member of the KBIC or any other federally recognized Indian tribe and at least one of the participants resides within the territorial jurisdiction of the KBIC.
  1. If yes, the DHS OCS IV-D worker will complete the following steps:
    - a. Verify KBIC tribal enrollment and program eligibility by sending the verification form to KBIC OCSS via fax, secured email or U.S. mail; and
    - b. Forward a Child Support Enforcement Transmittal to KBIC OCSS.

Note: If, at any time during the pending KBIC proceedings, the CP does not cooperate with the KBIC OCSS or if the CP does not want to pursue child support for "good cause," KBIC must notify the DHS OCS IV-D worker via fax, secured email, US mail, or telephone.

2. If no, the DHS OCS IV-D worker will follow standard DHS OCS IV-D case processing procedures.

- D. KBIC OCSS will complete and return the verification form to DHS OCS within five business days.
- E. When KBIC OCSS establishes a Child Support Order in Tribal Court, KBIC OCSS will mail a certified copy of the Tribal Court Child Support Order to the Baraga County Friend of the Court (FOC) for the purposes of assignment and receipting in MiCSES.
- F. KBIC OCSS will submit receipted payments from the Tribal Court Order to the Michigan State Disbursement Unit (MiSDU) at:

MiSDU  
P.O. Box 30352  
Lansing, MI 48909-7852

**II. IV-D cases in which the Applicant has Never Received any Form of Public Assistance and Does Not Have a Court Order for Child Support.**

- A. The DHS OCS IV-D worker will determine that the IV-D applicant is a Baraga County resident.
- B. The DHS OCS IV-D worker will create a IV-D case in MiCSES.
- C. The DHS OCS IV-D worker will interview the IV-D applicant to obtain information (including current location) regarding the CP, dependent(s) and NCP/PF.
- D. The DHS OCS IV-D worker will determine if the IV-D applicant claims one of the participants above is a member of any federally recognized Indian tribe and at least one of the participants resides within the territorial jurisdiction of the KBIC.
  - 1. If yes, the DHS OCS IV-D worker will verify tribal enrollment and program eligibility by sending the verification form to KBIC OCSS via fax, secured email or U.S. mail. If KBIC OCSS confirms tribal enrollment, the DHS OCS IV-D worker will complete the following steps:
    - a. Notify the IV-D applicant that the IV-D case will be forwarded to KBIC OCSS for processing, unless an objection is received within 10 business days of the date of the notice;
    - b. The DHS OCS IV-D worker will close the IV-D case in MiCSES; and
    - c. The DHS OCS IV-D worker will forward all appropriate case materials to KBIC OCS.

2. If no, or if the IV-D applicant objects to the referral to KBIC OCSS, the DHS OCS IV-D worker will follow standard DHS OCS IV-D case processing procedures.

**III. Open DHS OCS IV-D Cases Identified in the DHS OCS and KBIC OCSS Statement of Understanding (SOU) as Tribal Members Who Meet Tribal Enrollment and Residency Requirements.**

- A. The DHS OCS IV-D worker will receive a list of IV-D cases from KBIC OCSS that meet the above requirements and process these cases as follows:

1. If the IV-D case qualifies under example "I" described above, DHS OCS IV-D worker will forward a Child Support Enforcement Transmittal (Child Support Enforcement Transmittal #1 - Initial Request FSA-200-1) to KBIC OCSS to establish paternity and/or a child support order.

2. If the IV-D case qualifies under example "II" described above, DHS OCS will:

- Notify the CP that the IV-D case will be forwarded to KBIC OCSS for processing unless an objection is received within 10 business days of the date of the notice;
- The DHS OCS IV-D worker will close the IV-D case in MiCSES; and
- The DHS OCS IV-D worker will forward a copy of the IV-D application and all appropriate case materials to KBIC OCSS.

NOTE: If the CP objects to the referral to KBIC OCSS, the DHS OCS IV-D worker will follow standard DHS OCS IV-D case processing procedures.

- B. The process of identifying and processing open DHS OCS IV-D cases with participants who are tribal members who meet the tribal enrollment and residency requirements will be completed within 180 calendar days of signing this Addendum.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Memorandum Of Understanding as of the date and year written below.

KEWEENAW BAY INDIAN COMMUNITY

      1 MAR 2010  
Warren C. Swartz      Date  
President, Keweenaw Bay Indian Community

      March 16, 2010  
Marilyn F. Stephen      Date  
Director, Office of Child Support  
Michigan Department of Human Services





**AGREEMENT**

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

**PURPOSE OF  
AGREEMENT**

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

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

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

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

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

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

Based on these principles, this agreement allows the Department to provide title IV-E foster care maintenance payments on behalf of

the Tribe for Indian children placed in out-of-home care by the Tribal Courts for Title IV-E eligible children in foster care.

It is further agreed:

## A. GENERAL PROVISIONS

- I. The Department and Tribe shall cooperate in carrying out the intent and purpose of this agreement.
- II. The Tribe must adhere to all Federal title IV-E regulations and requirements, as described in the Code of Federal Regulations (CFR), title 45, Part 1355.30(p)(4) and Part 1356(c)(7). Tribal Codes must reflect these federal regulations when at Title IV-E claim is being made.
- III. The Tribe must comply with the portions of the Michigan title IV-E State Plan applicable to maintenance cost claiming. This Tribal title IV-E agreement does not limit the authority of the Department to administer the federally approved title IV-E State Plan. Future modifications to the title IV-E State Plan will apply to this agreement. The Department shall provide written notice to the Tribe of pending modifications of the title IV-E State Plan affecting this agreement.
- IV. The Department shall provide the Tribe with training, technical assistance and support in order to ensure appropriate claims and adjustments to title IV-E claims related to ineligible claims or underpayments. Training and technical assistance will be provided on-site at the Tribal office to the extent feasible at times agreeable to both parties.
- V. To the extent that confidential personal information must be shared for purposes of claiming title IV-E reimbursement, both parties to this agreement agree to protect confidential information and adhere to federal, state and Tribal privacy protections to the extent applicable.
- VI. The Tribe shall make records that support maintenance claims available to the Department for purposes of assuring compliance with federal regulations related to the administration of the Title IV-E state plan. Records will be made available at the Tribe's office at reasonable times upon request of the Department, if necessary. Tribal staff may be present during the records review.

VII. The Tribe acknowledges that the United States Department of Health and Human Services (DHHS), Administration of Children and Families (ACF), the Michigan Department of Human Services (DHS), and the Michigan Office of the Auditor General conduct periodic reviews of the title IV-E eligibility and claiming processes. These reviews include claims made for foster care maintenance costs for administration of the title IV-E program. Upon advanced written notice the Tribe will make the following information available:

- Case files of children in foster care determined to be title IV-E Reimbursable and/or Eligible.
- Licensing files for Tribal foster care providers.

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

VIII. This agreement may be modified upon the agreement of both parties.

### Scope of the agreement

- I. The Department's Federal Compliance Division shall provide training and technical assistance to Tribe regarding compliance with federal title IV-E requirements and to ensure that Tribal case files contain proper documentation. The Department shall provide the appropriate forms, consultation, and monitoring to enhance such compliance.
- II. The Department will provide training and technical assistance on other related topics at the request of the Tribe.
- III. The Tribe must utilize fully licensed out-of-home care providers, with full faith and credit given to Tribally licensed providers in order to have a foster care placement be reimbursable for title IV-E payments.
- IV. The Tribe shall provide to the local DHS Child Welfare Funding Specialist all the information / documentation necessary to establish a child's eligibility for title IV-E, including both initial

eligibility and ongoing eligibility for reimbursement. This includes copies of all court orders, family financial information, licensing documentation, and any other necessary information.

- V. The Tribe shall be held harmless for errors associated with the child's title IV-E eligibility as determined by DHS unless DHS relied upon inaccurate financial information supplied by the Tribe for the eligibility determination. Errors associated with ineligible payments are the Tribe's responsibility if the Tribe failed to use a properly licensed provider. Errors associated with a non-title IV-E compliant Tribal Court order will be the Tribe's responsibility.

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

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

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

1. Coordinate case transfer with the Tribe; enter and manage data reporting for cases in SWSS, and facilitate case movement through the lifecycle until closure
2. Open and manage the medical assistance case in SWSS and Bridges including assignment of medical health provider, in consultation with the Tribe, and assure the Tribe has verification of medical coverage.
3. Maintain copy of vital records (i.e. birth certificate, SSN, etc.) and, if necessary, provide a copy to the Tribe.
4. Ensure that after a termination of parental rights (TPR), cases are quickly and appropriately assigned a Department or Tribal

adoption worker and supervisor to pursue permanency, in conjunction with the Tribe.

5. Complete the case closure process on SWSS.
6. Support exchange of information between Tribes and the department, including data entry for any elements not captured through the SWSS Web interface, if applicable.
7. Expedite approval for services requested by the Tribal case manager, i.e. referral to and enrollment in a Family Reunification Program (FRP).
8. Execute and modify scheduled and non-scheduled foster care payments when applicable.
9. Support the local court, Tribal court or Tribal staff regarding any concerns on the foster care case in case management with the Tribe.

**The Child Welfare Financial Specialist will:**

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

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

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

**B. AGREEMENT  
DURATION**

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

**SIGNED**

Signatures:

Tribal Representatives:

*Dexter McNamees*

Date: 9-18-12

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Department Representatives:

*Deanne Seyer*

Date: 11/19/2012

\_\_\_\_\_

Date: \_\_\_\_\_



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**DISCLAIMER**

Michigan Department of Social Services (DSS)/Family Independence Agency (FIA)/Department of Human Services (DHS) are one-in-the-same.

Contract No: ITA-96-99004

**AGREEMENT**

This agreement, effective the date of execution, and ending the 30th day of December, 1996, is by and between the Michigan Department of Social Services, having a mailing address of 235 S. Grand Avenue, P.O. Box 30037, Lansing MI 48909 (hereinafter referred to as the "Department") and the **SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS** having a mailing address of 523 Ashmun Street, Sault Ste. Marie, Michigan 49783 (hereinafter referred to as the "Tribe").

**Witnesseth**

WHEREAS, the Department has been designated to cooperate with the Federal government and with all other departments or agencies of the State in any plans established in cooperation with the Federal government, and is authorized to contract with State or local units of government and private agencies under the provisions of MCLA 400.10; and

WHEREAS, the United States Congress has enacted Public Law 95-608, known as the Indian Child Welfare Act of 1978 (hereinafter referred to as the "Act"), which recognizes that an Indian tribe possesses exclusive jurisdiction over any child custody proceeding involving an Indian child who resides or is domiciled within the exterior reservation boundaries of such tribe and over any Indian child who is a ward of tribal court, and

WHEREAS, the Department and Tribe have lawful authority to enter into this agreement pursuant to Section 109(a) of the Indian Child Welfare Act of 1978, 25 U.S.C. 1919 and

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a duly recognized government organized under the Indian Reorganization Act of June 18, 1934, "48 State 984" as amended by the Act of June 15, 1935, "49 State 378", and

WHEREAS, the State of Michigan through the Department recognized that the Tribe has a compelling interest to preserve and

strengthen its families and community through accessing existing resources for treatment purposes and that in furtherance, the Tribe must access alternative fund sources for such treatment, and

WHEREAS, the Department and the Tribe desire to cooperate in the provision of child welfare services, and

WHEREAS, the Tribal Chief, has lawful authority to bind the tribe to the terms set forth in this agreement

NOW, THEREFORE, in the consideration of the above and in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

## GENERAL PROVISIONS

- A. The Department's payment of funds appropriated for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes; being Federal and/or State funds. The Department may terminate this Agreement immediately upon written notice to the Tribe at any time prior to completion of this Agreement if, in the opinion of the Department, funding becomes unavailable or such funds are restricted.
- B. Reasonable cause to believe that a child meeting the criteria as contained in the provisions of Act 150 or Act 220 and is an Indian child shall exist when:
  1. The Tribe informs the Department that the child is a member of the tribe or is eligible for membership in the tribe.
  2. The child falls within the jurisdiction of the Tribal Court.
  3. The Tribal Court has made a determination that it is contrary to the child's welfare to remain in the home of a relative for any reason.
- C. For the purpose of this Agreement, the confidentiality restrictions legally applicable to the Department in performing its child welfare responsibilities in this state are applicable to the Tribe. The Tribe agrees, for the purpose of this agreement, to keep confidential all information concerning child welfare and juvenile proceedings covered by this agreement and not to reveal the information to anyone who does not need the

information in order to exercise the Tribe's rights under the federal Indian Child Welfare Act.

- D. The Department shall be provided sufficient information regarding a child in Tribal Custody so that it can assess compliance with the federal requirements necessary for federal financial participation and so that eligibility for other benefit programs administered by the Department can be determined.
- E. Both parties agree that should a dispute arise between the parties in regard to the agreement herein, both parties shall meet and attempt in good faith to resolve said dispute by negotiation. The Tribe shall notify the Department in writing of its intent to pursue a claim against the Department for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of 90 days from the date of such notification. Within this 90-day period, the Tribe, at the request of the Department must meet with the Director of the Department for the purpose of attempting resolution of the dispute.
- F. Each Indian child/juvenile accepted for placement shall be placed into the least restrictive setting appropriate to his or her special needs which most approximates his or her family and is within reasonable distance to his or her home.

## TERMS AND CONDITIONS

To assure compliance with federal requirements prescribed by and through Title IV-B and IV-E of the Social Security Act.

- A. The Tribe agrees that as a condition of maintaining the Agreement, the Tribe shall:
  - 1. Maintain a case review system for each child in out-of-home placement under tribal jurisdiction which assures that:
    - a. The status of each child is reviewed periodically but no less frequently than once every six months by the Tribal Court in order to determine the continuing necessity for and appropriateness of the placement, the extent of compliance with the case plan, and the extent of progress which has been made toward alleviating or mitigating the causes necessitating placement and to project a likely date by which the

child may be returned to the home or placed for adoption or legal guardianship, and

- b. With respect to each such child, procedural safeguards will be applied, among other things, to assure each child under the supervision of the Tribe of a dispositional hearing to be held in Tribal Court no later than eighteen months after the original placement (and periodically thereafter during the continuation of placement). Such hearing shall determine the future status of the child (including but not limited to), whether the child should be returned to the parent, should be placed for adoption, or should (because of the child's special needs or circumstances) be continued in placement on a permanent or long-term basis; and procedural safeguards shall also be applied with respect to parental rights pertaining to the removal of the child from the home of his/her parents, to a change in the child's placement and to any determination affecting visitation privileges of parents.

2. Shall follow Tribal requirement when referring for services a juvenile who has committed an offense on the reservation.
3. Shall follow Tribal requirements when referring for services a child whose parental rights have been terminated.

B. The Department shall:

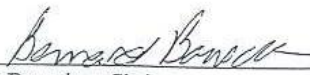
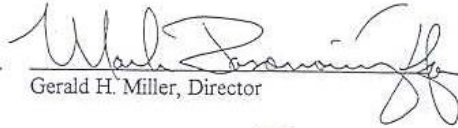
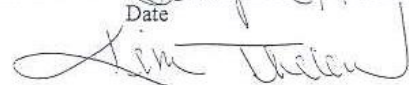
1. Accept Tribal Court orders and referrals in the same manner that state juvenile court orders are accepted.
2. Accept Tribal Court orders on juveniles and provide placement in Department operated facilities, if appropriate.
3. Accept Tribal Court orders on children who are temporary Tribal Court wards and whose parental rights have been terminated.
4. Accept Tribal Court orders on children who are permanent Tribal Court wards and whose parental rights have been terminated.
5. Provide Title IV-E foster care payment, state foster care payment, placement in state operated facilities, Title IV-B services payment and services payment from social ser-

vices block grant moneys in accordance with determined child and service provider eligibility and established foster care payment rates.

- 6. Reimburse Tribal Child Care Fund expenditures as prescribed in P.A. 111 of 1991, P.A. 168 of 1992 and P.A. 87 of 1978.
- 7. Pay 50% of the cost of care of a delinquent ward, if the child or placement is not otherwise eligible for IV-E funding with the Tribe contributing 50% towards the cost of care.
- 8. Pay 50% of the cost of care of a Temporary or Permanent Ward, if the child or placement is not otherwise eligible for IV-E funding, with the Tribe contributing 50% toward cost of care.

**SIGNED**

WE, the undersigned hereby agree to the terms and conditions of this Inter-Governmental Agreement between the Michigan Department of Social Services and the Sault Ste. Marie Tribe of Chippewa Indians.

 Bernard Bouschor, Chairman	 Gerald H. Miller, Director
April 16, 1996 Date	July 15, 1996 Date 

STATE OF MICHIGAN

FAMILY INDEPENDENCE AGENCY

MULTI-YEAR EXTENSION

**Contract No:** ITA-96-99004

**WHEREAS**, the Family Independence Agency of the State of Michigan (hereinafter referred to as the "Agency") entered into a contractual Agreement effective April 16, 1996, with **THE SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS** having a mailing address of 523 Ashmun Street, Sault Ste. Marie, Michigan 49783 (hereinafter referred to as "Contractor"), for the provision of certain services as set forth therein; and

**WHEREAS**, it is mutually desirable to the Agency and to the Contractor to amend the aforesaid Agreement.

**THEREFORE**, in consideration of the promises and mutual covenants hereinabove and hereinafter contained, the parties hereto agree to the following amendment of said Agreement.

**ARTICLE I**

The ending date of the Agreement shall be changed from December 30, 1996 to September 30, 1997

This amendment shall be attached to the agreement, effective December 31, 1996 said Agreement being hereby reaffirmed and made a part hereof.

Dated at <u>Sault Ste. Marie</u> Michigan	THE SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS
This <u>29<sup>th</sup></u> day of <u>April</u> , 1997	By: <u>Bonara Bausch</u>
Witness: <u>Michelle Hunt</u>	
Dated at Lansing, Michigan	FAMILY INDEPENDENCE AGENCY
This <u>12</u> day of <u>AUGUST</u> , 1997	By: <u>Mark [Signature]</u> Director
Witness: <u>Amanda [Signature]</u>	

**DISCLAIMER**

Family Independence Agency (FIA)/Department of Human Services (DHS) are one-in-the-same.

IA 99-018

**AGREEMENT**

This Agreement, effective upon date of execution, and ending upon written notice by the Contractor or the Family Independence Agency (hereinafter referred to as "FIA"), is by and between FIA having a mailing address of 235 S. Grand Avenue, P.O. Box 30037, Lansing MI 48909 and the Bay Mills Indian Community having a mailing address of 12140 W. Lakeshore Dr, Brimley Michigan 49715 (hereinafter referred to as the "Tribe").

**Witnesseth**

WHEREAS, the FIA has been designated to cooperate with the Federal government and with all other departments or agencies of the State in any plans established in cooperation with the Federal government, and is authorized to contract with State of local units of government and private agencies under the provisions of MCLA 400.10; and

WHEREAS, the United States Congress has enacted Public Law 95-608, known as the Indian Child Welfare Act of 1978, 25 U.S.C. 1919 (hereinafter referred to as the "Act"), which recognizes that an Indian tribe possesses exclusive jurisdiction over any child custody proceeding involving an Indian child who resides or is domiciled within the exterior reservation boundaries of such tribe and over any Indian child who is a ward tribal court and

WHEREAS, FIA and Tribe have lawful authority to enter this Agreement pursuant to Section 109(a) of the Indian Child Welfare Act of 1978, 25 U.S.C. 1919, and

WHEREAS, the Bay Mills Indian Community is a duly recognized government organized under the Indian Reorganization Act of June 18, 1934, "48 Stat 984" as amended by the Act of June 15, 1935, 49 Stat 378, and

WHEREAS, the State of Michigan through FIA recognizes that the Tribe has a compelling interest to preserve and strengthen its families and community through accessing existing resources for treat-

ment purposes and that in furtherance, the Tribe must access alternative fund sources for such treatment, and

WHEREAS, FIA and Tribe desire to cooperate the provision of child welfare services, and

WHEREAS, the Tribal Chairperson, has lawful authority to bind the tribe to the terms set forth in this Agreement.

NOW, THEREFORE, in the consideration of the above and in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

## I. GENERAL PROVISIONS

- A. The FIA's payment of funds appropriated for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes; being Federal and / or State funds. FIA may terminate this Agreement immediately upon written notice to the Tribe at any time prior to completion of this Agreement if, in the opinion of FIA, funding becomes unavailable or such funds are restricted.
- B. Reasonable cause to believe that a child meeting the criteria as contained in the provisions of Act 150 or Act 220 and is an Indian Child shall exist when:
  1. The Tribe informs FIA that the child is a member of the tribe or is eligible for membership in the tribe.
  2. The child falls within the jurisdiction of the Tribal Court.
  3. The Tribal Court has made a determination that it is contrary to the child's welfare to remain in the home of a relative for any reason.
- C. For the purpose of this Agreement, the confidentiality restrictions legally applicable to FIA in performing its child welfare responsibilities in this state are applicable to the Tribe. The Tribe agrees, for the purpose of this Agreement, to keep confidential all information concerning child welfare and juvenile proceedings covered by this Agreement and not to reveal the information to anyone who does not need the information in order to exercise the Tribe's rights under the federal Indian Child Welfare Act.



- D. FIA shall be provided sufficient information regarding a child in Tribal Custody so that it can assess compliance with the federal requirements necessary for federal financial participation and so that eligibility for other benefit programs administered by FIA can be determined.
- E. Both parties agree that should a dispute arise between the parties in regard to the Agreement herein, both parties shall meet and attempt in good faith to resolve said dispute by negotiation. The Tribe shall notify FIA in writing of its intent to pursue a claim against FIA for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of 90 days from the date of such notification. Within this 90-day period, the Tribe, at the request of FIA must meet with the Director of FIA for the purpose of attempting resolution of the dispute.
- F. Each Indian child / juvenile accepted for placement shall be placed into the least restrictive setting appropriate to his or her special needs which most approximates his or her family and is within reasonable distance to his or her home.

## II. TERMS AND CONDITIONS

To assure compliance with federal requirements prescribed by and through Title IV-B and IV-E of the Social Security Act.

- A. The Tribe agrees that as a condition of maintaining the Agreement, the Tribe shall:
  - 1. Maintain a case review system for each child in out-of-home placement under tribal jurisdiction which assures that:
    - a. The status of each child is reviewed periodically but no less frequently than once every six months by the Tribal Court in order to determine the continuing necessity for the appropriateness of the placement, the extent of compliance with the case plan, and the extent of progress which has been made toward alleviating or mitigating the causes necessitating placement and to project a likely date by which the child may be returned to the home or placed for adoption or legal guardianship, and

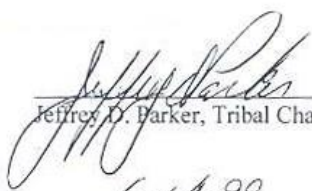
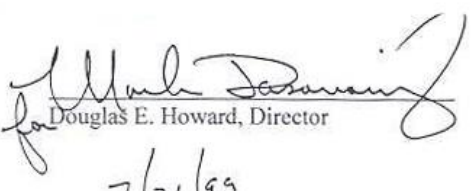
- b. With respect to each such child, procedural safeguards will be applied, among other things, to assure each child under the supervision of the Tribe of a disposition hearing to be held in Tribal Court no later than eighteen months after the original placement (and periodically thereafter during the continuation of placement). Such hearing shall determine the future status of the child (including but not limited to), whether the child should be returned to the parent, should be placed for adoption, or should (because of the child's special needs or circumstances) be continued in placement on a permanent or long-term basis, and procedural safeguards shall also be applied with respect to parental rights pertaining to the removal of the child from the home of his / her parents, to a change in the child's placement and to any determination affecting visitation privileges of parents.
  2. Shall follow Tribal requirement when referring for services a juvenile who has committed an offense on the reservation.
  3. Shall follow Tribal requirements when referring for services a child whose parental rights have been terminated.
- B. The FIA shall:
1. Accept Tribal Court orders and referrals in the same manner that state juvenile court orders are accepted.
  2. Accept Tribal Court orders on juveniles and provide placement in Agency operated facilities, if appropriate.
  3. Accept Tribal Court orders on children who are temporary Tribal Court wards and whose parental rights have been terminated.
  4. Accept Tribal Court orders on children who are permanent Tribal Court wards and whose parental rights have been terminated.
  5. Provide Title IV-E foster care payment, state foster care payment, placement in state operated facilities, Title IV-B services payment and services payment from social services block grant moneys in accordance with determined

child and service provider eligibility and established foster care payment rates.

6. Reimburse Tribal Child care fund expenditures as prescribed in P.A. 111 of 1991, P.A. 168 of 1992 and P.A. 87 of 1978.
7. Pay 50% of the cost of care of a delinquent ward, if the child or placement is not otherwise eligible for IV-E funding with the Tribe contributing 50% towards the cost of care.
8. Pay 50% of the cost of care of a Temporary or Permanent Ward, if the child or placement is not otherwise eligible for IV-E funding, with the Tribe contributing 50% toward cost of care.

**SIGNED**

WE, the undersigned hereby agree to the terms and conditions of this Inter-Governmental Agreement between the Michigan Family Independence Agency and The Bay Mills Indian Community.

 Jeffrey D. Parker, Tribal Chairman Date <u>6-14-99</u>	 for Douglas E. Howard, Director Date <u>7/21/99</u>
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**DISCLAIMER**

Family Independence Agency (FIA)/Department of Human Services (DHS) are one-in-the-same.

**AGREEMENT**

This agreement, effective the date of execution, and ending upon written notice by the Contractor or the Family Independence Agency (hereinafter referred to as "FIA"), is by and between FIA having a mailing address of 235 S. Grand Avenue, P.O. Box 30037, Lansing MI 48909 and the Hannahville Potawatomi Indian Community having a mailing address of N-14911 Hannahville, B-1 Road, Wilson, Michigan 49896-9717 (hereinafter referred to as the "Tribe").

**Witnesseth**

WHEREAS, the FIA has been designated to cooperate with the Federal government and with all other departments or agencies of the State in any plans established in cooperation with the Federal government, and is authorized to contract with State or local units of government and private agencies under the provisions of MCLA 400.10; and,

WHEREAS, the United States Congress has enacted Public Law 95-608, known as the Indian Child Welfare Act of 1978, 25 U.S.C. 1919 (hereinafter referred to as the "Act"), which recognizes that an Indian tribe possesses exclusive jurisdiction over any child custody proceeding involving an Indian child who resides or is domiciled within the exterior reservation boundaries of such tribe and over any Indian child who is a ward of tribal court, and

WHEREAS, FIA and Tribe have lawful authority to enter into this agreement pursuant to Section 109(a) of the Indian Child Welfare Act of 1978, 25 U.S.C. 1919 and

WHEREAS, the Hannahville Potawatomi Indian Community is a duly recognized government organized under the Indian Reorganization Act of June 18, 1934, "48 Stat 984" as amended by the Act of June 15, 1935, 49 Stat 378, and

WHEREAS, the State of Michigan through FIA recognizes that the Tribe has a compelling interest to preserve and strengthen its families and community through accessing existing resources for treatment purposes and that in furtherance, the Tribe must access alternative fund sources for such treatment, and

WHEREAS, FIA and Tribe desire to cooperate in the provision of child welfare services, and

WHEREAS, the Tribal Chairperson, has lawful authority to bind the tribe to the terms set forth in this Agreement

NOW, THEREFORE, in the consideration of the above and in consideration of the mutual covenants and conditions hereinafter contained, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

## I. GENERAL PROVISIONS

- A. The FIA's payment of funds appropriated for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes; being Federal and/or State funds. FIA may terminate this Agreement immediately upon written notice to the Tribe at any time prior to completion of this Agreement if, in the opinion of FIA, funding becomes unavailable or such funds are restricted.
- B. Reasonable cause to believe that a child meeting the criteria as contained in the provisions of Act 150 or Act 220 and is an Indian child shall exist when:
  1. The Tribe informs FIA that the child is a member of the tribe or is eligible for membership in the tribe.
  2. The child falls within the jurisdiction of the Tribal Court.
  3. The Tribal Court has made a determination that it is contrary to the child's welfare to remain in the home of a relative for any reason.
- C. For the purpose of this Agreement, the confidentiality restrictions legally applicable to FIA in performing its child welfare responsibilities in this state are applicable to the Tribe. The Tribe agrees, for the purpose of this Agreement, to keep confidential all information concerning child welfare and juvenile proceedings covered by this agreement and not to reveal the information to anyone who does not need the information in order to exercise the Tribe's rights under the federal Indian Child Welfare Act.
- D. FIA shall be provided sufficient information regarding a child in Tribal Custody so that it can assess compliance with the

federal requirements necessary for federal financial participation and so that eligibility for other benefit programs administered by FIA can be determined.

- E. Both parties agree that should a dispute arise between the parties in regard to the agreement herein, both parties shall meet and attempt in good faith to resolve said dispute by negotiation. The Tribe shall notify FIA in writing of its intent to pursue a claim against FIA for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of 90 days from the date of such notification. Within this 90-day period, the Tribe, at the request of FIA must meet with the Director of FIA for the purpose of attempting resolution of the dispute.
- F. Each Indian child/juvenile accepted for placement shall be placed into the least restrictive setting appropriate to his or her special needs which most approximates his or her family and is within reasonable distance to his or her home.

## II. TERMS AND CONDITIONS

To assure compliance with federal requirements prescribed by and through Title IV-B and IV-E of the Social Security Act.

- A. The Tribe agrees that as a condition of maintaining the Agreement, the Tribe shall:
  - 1. Maintain a case review system for each child in out-of-home placement under tribal jurisdiction which assures that:
    - a. The status of each child is reviewed periodically but no less frequently than once every six months by the Tribal Court in order to determine the continuing necessity for and appropriateness of the placement, the extent of compliance with the case plan, and the extent of progress which has been made toward alleviating or mitigating the causes necessitating placement and to project a likely date by which the child may be returned to the home or placed for adoption or legal guardianship, and
    - b. With respect to each such child, procedural safeguards will be applied, among other things, to assure each child under the supervision of the Tribe of a dis-

positional hearing to be held in Tribal Court no later than eighteen months after the original placement (and periodically thereafter during the continuation of placement). Such hearing shall determine the future status of the child (including but not limited to), whether the child should be returned to the parent, should be placed for adoption, or should (because of the child's special needs or circumstances) be continued in placement on a permanent or long-term basis, and procedural safeguards shall also be applied with respect to parental rights pertaining to the removal of the child from the home of his/her parents, to a change in the child's placement and to any determination affecting visitation privileges of parents.

2. Shall follow Tribal requirement when referring for services a juvenile who has committed an offense on the reservation.
3. Shall follow Tribal requirements when referring for services a child whose parental rights have been terminated.


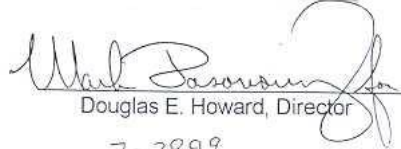
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- 6. Reimburse Tribal Child care fund expenditures as prescribed in P.A. 111 of 1991, P.A. 168 of 1992 and P.A. 87 of 1978.
- 7. Pay 50% of the cost of care of a delinquent ward, if the child or placement is not otherwise eligible for IV-E funding with the Tribe contributing 50% towards the cost of care.
- 8. Pay 50% of the cost of care of a Temporary or Permanent Ward, if the child or placement is not otherwise eligible for IV-E funding, with the Tribe contributing 50% toward cost of care.

**SIGNED**

WE, the undersigned hereby agree to the terms and conditions of this Inter-Governmental Agreement between the Michigan Family Independence Agency and the Hannahville Potawatomi Indian Community.

 Ken Meshigud, Tribal Chairman <u>7/14/99</u> Date	 Douglas E. Howard, Director <u>7-28-99</u> Date
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## I. INTRODUCTION

The various states have a unique legal relationship with each sovereign Indian government, as affirmed and described in federal law. This relationship is set forth in the Constitution of the United States, treaties, statutes, laws, and court decisions. This document by design affirms the government-to-government relationship between the State of Michigan and each Indian government located within the State of Michigan.

The philosophies for development of Tribal consultation agreements build upon the political and legal foundations found in state and federal statutes, treaties, and executive orders.

The Indian Child Welfare Act (ICWA) is a federal law which defines the best interests of Indian children and places various legal requirements upon the states to protect Indian children and families; and other federal laws such as Title IV-E of the Social Security Act also provide mechanisms for the protection and well-being of the children of the Tribes.

The Honorable Jennifer M. Granholm, Governor, State of Michigan, signed Executive Directive 2004-5, Tribal-State Relations, on May 12, 2004. The Executive Directive requires each executive branch department and agency to establish guidelines to accommodate requests for meaningful and timely consultation with Indian Tribes prior to the enactment of legislation, promulgation of regulations, or adoption of policies that have Tribal implications.

Government-to-government relations involve respectful and cooperative communication and dealings that are designed to achieve a consensus, to the extent possible, before a decision is made or an action is taken. The goal is to implement programs in a collaborative manner. The Michigan Department of Human Services (the Department) is committed to such government-to-government relations with the federally-recognized Tribal governments of Michigan (Tribes). The Department will employ its best efforts to achieve positive outcomes from its consultation and collaboration with Tribes. The goal of this agreement is to improve the planning for, delivery of, and access to programs and services for children and families by Indian governments, communities, and people. We will achieve this by developing principles of and a process for consultation on children and family policies in Michigan. It is for this purpose that this agreement has been developed.

The Department is a comprehensive state agency which has responsibility for establishing policies and providing services in a wide variety of program areas, including child welfare and other children and family related programming.

Many of these services are provided directly through the State's legal and contractual relationships with private child welfare agencies, and local county departments. These services are also often provided by Tribal agencies through a contractual relationship between the Department and Tribal governments or Tribal governments and the federal government.

Each of the federally-recognized sovereign Tribes in the State of Michigan is recognized by the State for its unique status, self-government, and self-determination. The Department respects the fundamental principles that establish and maintain the relationship between Indian governments and the Department. The Department affords Indian governments the same respect afforded to other governments.

The Department recognizes and respects the inherent right of each individual Tribe to establish its own intertribal organization and to determine through what mechanisms consultation, collaboration and negotiation should take place. This is in addition to government-to-government consultation provided for by this agreement and otherwise required by federal and state laws and policies.

The Department, its partner agencies, and the Tribes have a responsibility for a variety of programs serving children and families. As residents of the State of Michigan, Tribal citizens are equally entitled to services afforded to all residents of the State. As citizens of a sovereign Tribal nation, Tribal citizens are also entitled to those services afforded to all citizens of that Tribe. Whether the services are provided through Tribal agencies or directly through the Department's partner agencies, it is critical that Department administrators and the leadership of the Tribes located within the state, and their respective representatives, consult with one another to assure the availability and successful delivery of needed services and other assistance.

## II. OBJECTIVES

The objectives of this agreement are:

- A. To create a collaborative relationship to improve the enforcement of the Indian Child Welfare Act and child welfare services provided to federally-recognized Tribal citizens.
- B. To formalize the procedures and expectations for the Department to implement a government-to-government relationship and to foster consultation with and encourage the participation of representatives of Tribes in policy development and program activities.
- C. To promote and develop methods of consulting with Tribes and to involve their tribally identified representatives in the Department's decision-making process in order to assure that the needs of Tribal citizens are met.
- D. To enhance State compliance with applicable law and obligations to the satisfaction of respective parties to this agreement.

### III. GUIDING PRINCIPLES

The Department is committed to improving and maintaining effective government-to-government relations with Michigan's Indian Tribes, bands, and communities. The development of mutual understanding – with cultural awareness, sensitivity, and responsiveness is necessary for effective consultation on policies and collaboration on program development and operations. Towards achieving this goal, the Department will utilize the following principles in its consultation with Tribal governments. Integration of these principles into the Department's planning and management activities will help produce positive and desired outcomes within the children and families programs and services for Tribal citizens.

- A. It is important to recognize the uniqueness of each Indian community's culture, governmental structure and processes, demographics, geography (e.g.) where Tribal citizens are located, and other factors.
- B. Consultation involves respectful and timely communication between sovereign governments in a cooperative process that strives to achieve a consensus before a decision is made or an action is taken.

- C. Working directly with Indian Tribes in a government-to-government manner will result in an effective, efficient, and sustainable consultation process.
- D. Consultation with Tribal governments when developing and implementing, policies and programs, regulations, and other activities that are anticipated to directly affect Indian Tribes or their citizens is necessary and respectful. This includes topics presented by the Tribes on which they would like consultation.
- E. Promotion of cooperation among affected parties is the best way to implement initiatives and resolve issues of mutual concern.

#### IV. PURPOSE AND METHODS

The State of Michigan, represented for purposes of this agreement by its Department of Human Services with the concurrence of the Tribes as sovereign entities, will diligently seek to maintain an ongoing and meaningful process for communicating general concerns, program and funding priorities, respective roles in the provision of services to federally-recognized Tribal citizens, and other high-level matters of mutual concern.

The Michigan Department, in consultation with the federally-recognized Tribal governments located within the state, establishes this agreement requiring Department staff to consult with tribal governments on Department policies and activities. This agreement formalizes the collaborative relationship that the Department and Tribes have established in creating, contracting for, and accessing child welfare and other children and family related programming for Tribal communities and their citizens statewide.

#### ANNUAL MEETINGS

The Department, in consultation with Tribal leadership, shall assume the responsibility for scheduling an annual consultation session at which the Department Director or Department Deputy Director will be present. The consultation must include invitations to, at a minimum, the following individuals or their designees:

- Pokagon Band of Potawatomi Indians
- Saginaw Chippewa Indian Tribe

- Grand Traverse Band of Ottawa and Chippewa Indians
- Little Traverse Bay Band of Odawa Indians
- Lac Vieux Desert Band of Lake Superior Chippewa Indians
- Match-E-Be-Nash-She-Wish Band of Pottawatomi
- Sault Ste. Marie Tribe of Chippewa Indians
- Bay Mills Indian Community
- Nottawaseppi Huron Band of the Potawatomi
- Hannahville Indian Community
- Keweenaw Bay Indian Community
- Little River Band of Ottawa Indians

The agenda, date, and location of the consultations session shall be determined jointly by the Department and Tribal leaders identified above.

It shall be part of the consultation agenda for at least one meeting during each calendar year to review and evaluate the accomplishments and effectiveness of the previous year's action plan and to establish mutual goals for the current year's action plan. The agenda will also include a current Department organizational chart. In addition, the Department will prepare a summary of the previous year's committees and other bodies that indicates the involvement of Tribal representatives and the Tribal affiliation of those representatives.

## **OTHER MEETINGS**

The Department, in consultation with Tribal leadership, shall assume the responsibility for scheduling additional consultation sessions at his or her discretion. In addition, any Tribal Representative may request meetings or other consultation with the Department Director or other Department representatives.

## **ANNUAL ACTION PLAN**

The Department management including but not limited to Children's Services, Field Operations, Legal, and Native American Affairs

(NAA) shall establish, in conjunction with appropriate program staff, an annual action plan by which this government-to-government consultation agreement shall be implemented. The action plan shall include:

- Programs: A list of programs and services available to Tribal citizens, including an overview of and training on Department programs and a Department organizational chart.
- Policy and Program Development: Description of new or potential initiatives, programs, and policies affecting Tribes.
- Priorities: Prioritized topics and issues for discussion and, as necessary, resolution with the Tribes.
- Consultation Process: The procedures to be used to consult with Tribes on existing and new policies and programs.
- Evaluation Process: The process to determine the effectiveness of the action plan with respect to the consultation process and to the programmatic, fiscal and other aspects of applicable Department programs identified in the action plan.

## TRAINING

It shall be part of consultation agendas to establish regular, ongoing training sessions for appropriate Department employees. The purpose of this training is to educate Department employees and others regarding the requirements of a meaningful government-to-government relationship, including historical and cultural perspectives from the Tribes, and information about the importance of consensus building, Tribal sovereignty, Tribal government, and Tribal services. The Department shall make every effort to involve Tribal Leaders or their designees in the development of the curriculum and provision of the training.

## RELATIONSHIP TO FEDERAL LAW

No action taken in accordance with this agreement shall conflict with or circumvent Federal laws, mandates, rules, or regulations governing the programs, procedures, or practices of either the Department or Michigan's federally-recognized Tribes.

## V. RESOLUTION OF ISSUES

In any given year, specific issues affecting one or more Tribes and the Department may arise. These issues may be raised by either a Tribe or the Department and may occur at various levels within either party. The following process is to be used when such issues arise.

### TIMELINESS OF RESPONSE

Within ten (10) business days after receiving a formal request from either party, the receiving party shall respond with a resolution of the issue or a projected timeframe for resolution of the issue. The parties may negotiate the timeframe for resolution. For the Department, the primary place to submit such a request will be the Office of Native American Affairs (NAA).

### INITIAL DISCUSSION

When an issue arises and an employee of either a Tribe or the Department contacts an employee of the other entity, they will discuss the issue and attempt to resolve it. If higher level involvement is required, the process described in Subsection V.C. will be followed.

If resolution or non-resolution of the issue would affect a Tribe or Tribes other than the Tribe involved, then further discussion must occur as described in Subsection V.C.

### ISSUES REQUIRING HIGHER LEVEL OF INVOLVEMENT

If higher level involvement is needed, the issue will be raised to the appropriate level in a Division or the Department for resolution. Within a Division or other subunit of the Department, the appropriate manager will assume responsibility for contacting the Tribe and attempting to resolve the issue. Resolution shall be sought through the Division hierarchy prior to being referred to the Department level. Should resolution not occur at the Division level and it is advanced to the Department level, the Tribal Representative, with the support and assistance of the Director's Office, will facilitate contact between the appropriate Department

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staff or managers and the Tribe. Communication between those parties shall occur as soon as is reasonably possible, subject to Subsection D, to determine if the issue can be resolved. If the issue is resolved, no further action is required. If the issue cannot be resolved at the Department level, the Tribe will be informed of the mechanism to raise the issue with the Governor.

## **ISSUES AFFECTING MORE THAN ONE TRIBE**

If it is determined that resolution or non-resolution of the issue will affect more Tribes than just the Tribe presently involved in the discussion, the Department program representative who is involved with the issue will, after consultation with the Department, make contact with the Tribe to inform them of the change in focus. A designee of the Department staff shall notify all affected Tribes and initiate the resolution process. Communication involving all of the potentially affected parties will occur in a timely manner and will be facilitated by the Department.

If the issue is resolved through agreement of the involved parties, no further action is required. If the issue cannot be resolved, then the issue shall be raised to higher level authorities as described in Subsection V.

## **VI. OUTREACH TO TRIBAL GOVERNMENTS ON COMMITTEES AND WORKGROUP**

During the normal course of business, it is often necessary for the Department to establish committees, councils, workgroups, or similar bodies to provide advice and recommendations to the Department. Management of the Department, in creating such committees, councils, workgroups, or similar bodies that deal with policies or programs affecting Tribal governments or Tribal citizens, shall inform Tribal Representatives, in writing, of their creation. The person who will chair or facilitate the body shall communicate with all Tribes regarding any proposed policies or programs under consideration in order to solicit Tribal input.



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**LONG-TERM AND  
ONGOING BASIS**

If the Department or any Division establishes any ongoing or long-term advisory committee, commission, or similar body, the Department shall invite meaningful Tribal representation and participation based upon scope and focus of the respective meeting. A request for Tribal participation will be sent to the Tribal Representative of each Tribe, in writing, of the nature and purpose of the body; and the instructions for submitting designee nomination(s) for committee participation. The Department will defer to the Tribe's determination of whether or not to designate a candidate to serve on the body. The Department will select Tribal representation for committee participation from the Tribal candidate submissions or likewise from the Tribal Social Service Directors Coalition of Michigan if so designated. When the Department is advised by a committee or council created by state statute, executive order, or other mechanism with appointments made by the Governor or other appointing authorities outside of the Department, the Department will give similar notice to each Tribal Representative allowing the opportunity for him or her to identify interest in appointment consideration, unless some other appointing process or authority is mandated. The Department will accept Tribal candidate submissions for committee participation from the Tribal Social Service Directors Coalition of Michigan if so designated.

**SHORT-TERM AND  
AD HOC BODIES**

If the Department or a subunit of a Division establishes any external ad hoc committee or workgroup which affects Tribes or Tribal citizens, the appropriate individual in the Department shall contact the Tribal Representatives that are affected by the work of the committee or workgroup. The contact shall initially be in writing and shall include a description of the nature and purpose of the body, the anticipated outcome, the qualifications of the representative desired, what expenses will be reimbursed, and the time commitment required for serving on the body. The Tribal Representatives, after any necessary consultation, will determine whether or not to submit an individual for selection by the Department to serve on the committee or workgroup; or likewise from the Tribal Social Services Coalition of Michigan if so designated.

**APPENDIX A:  
GLOSSARY**

For purposes of this consultation agreement the following terms and definitions will apply:

**Child Welfare:** means the system of services and programs for children and families who may have issues related to safety, special care and treatment, or other assistance designed to assure the well-being of children.

**Cultural awareness and sensitivity:** means having due knowledge or and regard for the behavior patterns, civilization, customs, arts, beliefs, institutions, and all other achievements and manifestations of human work and thought as expressed in a particular community.

**Consultation** means a process used to facilitate communication, interaction, and the exchange of views and perspectives between the Department and each of the federally-recognized Tribes in Michigan.

**Department** means the Michigan Department of Human Services.

**Government-to-Government** means communication and dealings between sovereign governments, their agencies, and other official entities.

**Sovereign** means independent of the control of another government or governments.

**Tribe or Tribal Government** means a sovereign government of an Indian citizens, embracing and occupying lands and territory, and having jurisdiction over same, lying within the geographical boundaries of the State of Michigan, which sovereignty is recognized by the Government of the United States and subject to the Constitution, laws, and treaties of the United States, which also may be known as a federally-recognized Indian Tribe.

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## I. INTRODUCTION

The various states have a unique legal relationship with each sovereign Indian government, as affirmed and described in federal law. This relationship is set forth in the Constitution of the United States, treaties, statutes, laws, and court decisions. This document by design affirms the government-to-government relationship between the State of Michigan and each Indian government located within the State of Michigan.

The philosophies for development of Tribal consultation agreements build upon the political and legal foundations found in state and federal statutes, treaties, and executive orders.

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Government-to-government relations involve respectful and cooperative communication and dealings that are designed to achieve a consensus, to the extent possible, before a decision is made or an action is taken. The goal is to implement programs in a collaborative manner. The Michigan Department of Human Services (the Department) is committed to such government-to-government relations with the federally-recognized Tribal governments of Michigan (Tribes). The Department will employ its best efforts to achieve positive outcomes from its consultation and collaboration with Tribes. The goal of this agreement is to improve the planning for, delivery of, and access to programs and services for children and families by Indian governments, communities, and people. We will achieve this by developing principles of and a process for consultation on children and family policies in Michigan. It is for this purpose that this agreement has been developed.

The Department is a comprehensive state agency which has responsibility for establishing policies and providing services in a wide variety of program areas, including child welfare and other children and family related programming.

Many of these services are provided directly through the State's legal and contractual relationships with private child welfare agencies, and local county departments. These services are also often provided by Tribal agencies through a contractual relationship between the Department and Tribal governments or Tribal governments and the federal government.

Each of the federally-recognized sovereign Tribes in the State of Michigan is recognized by the State for its unique status, self-government, and self-determination. The Department respects the fundamental principles that establish and maintain the relationship between Indian governments and the Department. The Department affords Indian governments the same respect afforded to other governments.

The Department recognizes and respects the inherent right of each individual Tribe to establish its own intertribal organization and to determine through what mechanisms consultation, collaboration and negotiation should take place. This is in addition to government-to-government consultation provided for by this agreement and otherwise required by federal and state laws and policies.

The Department, its partner agencies, and the Tribes have a responsibility for a variety of programs serving children and families. As residents of the State of Michigan, Tribal citizens are equally entitled to services afforded to all residents of the State. As citizens of a sovereign Tribal nation, Tribal citizens are also entitled to those services afforded to all citizens of that Tribe. Whether the services are provided through Tribal agencies or directly through the Department's partner agencies, it is critical that Department administrators and the leadership of the Tribes located within the state, and their respective representatives, consult with one another to assure the availability and successful delivery of needed services and other assistance.

## II. OBJECTIVES

The objectives of this agreement are:

- A. To create a collaborative relationship to improve the enforcement of the Indian Child Welfare Act and child welfare services provided to federally-recognized Tribal citizens.
- B. To formalize the procedures and expectations for the Department to implement a government-to-government relationship and to foster consultation with and encourage the participation of representatives of Tribes in policy development and program activities.
- C. To promote and develop methods of consulting with Tribes and to involve their tribally identified representatives in the Department's decision-making process in order to assure that the needs of Tribal citizens are met.
- D. To enhance State compliance with applicable law and obligations to the satisfaction of respective parties to this agreement.

### III. GUIDING PRINCIPLES

The Department is committed to improving and maintaining effective government-to-government relations with Michigan's Indian Tribes, bands, and communities. The development of mutual understanding – with cultural awareness, sensitivity, and responsiveness is necessary for effective consultation on policies and collaboration on program development and operations. Towards achieving this goal, the Department will utilize the following principles in its consultation with Tribal governments. Integration of these principles into the Department's planning and management activities will help produce positive and desired outcomes within the children and families programs and services for Tribal citizens.

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- B. Consultation involves respectful and timely communication between sovereign governments in a cooperative process that strives to achieve a consensus before a decision is made or an action is taken.

- C. Working directly with Indian Tribes in a government-to-government manner will result in an effective, efficient, and sustainable consultation process.
- D. Consultation with Tribal governments when developing and implementing, policies and programs, regulations, and other activities that are anticipated to directly affect Indian Tribes or their citizens is necessary and respectful. This includes topics presented by the Tribes on which they would like consultation.
- E. Promotion of cooperation among affected parties is the best way to implement initiatives and resolve issues of mutual concern.

#### IV. PURPOSE AND METHODS

The State of Michigan, represented for purposes of this agreement by its Department of Human Services with the concurrence of the Tribes as sovereign entities, will diligently seek to maintain an ongoing and meaningful process for communicating general concerns, program and funding priorities, respective roles in the provision of services to federally-recognized Tribal citizens, and other high-level matters of mutual concern.

The Michigan Department, in consultation with the federally-recognized Tribal governments located within the state, establishes this agreement requiring Department staff to consult with tribal governments on Department policies and activities. This agreement formalizes the collaborative relationship that the Department and Tribes have established in creating, contracting for, and accessing child welfare and other children and family related programming for Tribal communities and their citizens statewide.

#### ANNUAL MEETINGS

The Department, in consultation with Tribal leadership, shall assume the responsibility for scheduling an annual consultation session at which the Department Director or Department Deputy Director will be present. The consultation must include invitations to, at a minimum, the following individuals or their designees:

- Pokagon Band of Potawatomi Indians
- Saginaw Chippewa Indian Tribe

- Grand Traverse Band of Ottawa and Chippewa Indians
- Little Traverse Bay Band of Odawa Indians
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- Bay Mills Indian Community
- Nottawaseppi Huron Band of the Potawatomi
- Hannahville Indian Community
- Keweenaw Bay Indian Community
- Little River Band of Ottawa Indians

The agenda, date, and location of the consultations session shall be determined jointly by the Department and Tribal leaders identified above.

It shall be part of the consultation agenda for at least one meeting during each calendar year to review and evaluate the accomplishments and effectiveness of the previous year's action plan and to establish mutual goals for the current year's action plan. The agenda will also include a current Department organizational chart. In addition, the Department will prepare a summary of the previous year's committees and other bodies that indicates the involvement of Tribal representatives and the Tribal affiliation of those representatives.

## **OTHER MEETINGS**

The Department, in consultation with Tribal leadership, shall assume the responsibility for scheduling additional consultation sessions at his or her discretion. In addition, any Tribal Representative may request meetings or other consultation with the Department Director or other Department representatives.

## **ANNUAL ACTION PLAN**

The Department management including but not limited to Children's Services, Field Operations, Legal, and Native American Affairs

(NAA) shall establish, in conjunction with appropriate program staff, an annual action plan by which this government-to-government consultation agreement shall be implemented. The action plan shall include:

- Programs: A list of programs and services available to Tribal citizens, including an overview of and training on Department programs and a Department organizational chart.
- Policy and Program Development: Description of new or potential initiatives, programs, and policies affecting Tribes.
- Priorities: Prioritized topics and issues for discussion and, as necessary, resolution with the Tribes.
- Consultation Process: The procedures to be used to consult with Tribes on existing and new policies and programs.
- Evaluation Process: The process to determine the effectiveness of the action plan with respect to the consultation process and to the programmatic, fiscal and other aspects of applicable Department programs identified in the action plan.

## TRAINING

It shall be part of consultation agendas to establish regular, ongoing training sessions for appropriate Department employees. The purpose of this training is to educate Department employees and others regarding the requirements of a meaningful government-to-government relationship, including historical and cultural perspectives from the Tribes, and information about the importance of consensus building, Tribal sovereignty, Tribal government, and Tribal services. The Department shall make every effort to involve Tribal Leaders or their designees in the development of the curriculum and provision of the training.

## RELATIONSHIP TO FEDERAL LAW

No action taken in accordance with this agreement shall conflict with or circumvent Federal laws, mandates, rules, or regulations governing the programs, procedures, or practices of either the Department or Michigan's federally-recognized Tribes.



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**V. RESOLUTION OF  
ISSUES**

In any given year, specific issues affecting one or more Tribes and the Department may arise. These issues may be raised by either a Tribe or the Department and may occur at various levels within either party. The following process is to be used when such issues arise.

**TIMELINESS OF  
RESPONSE**

Within ten (10) business days after receiving a formal request from either party, the receiving party shall respond with a resolution of the issue or a projected timeframe for resolution of the issue. The parties may negotiate the timeframe for resolution. For the Department, the primary place to submit such a request will be the Office of Native American Affairs (NAA).

**INITIAL  
DISCUSSION**

When an issue arises and an employee of either a Tribe or the Department contacts an employee of the other entity, they will discuss the issue and attempt to resolve it. If higher level involvement is required, the process described in Subsection V.C. will be followed.

If resolution or non-resolution of the issue would affect a Tribe or Tribes other than the Tribe involved, then further discussion must occur as described in Subsection V.C.

**ISSUES  
REQUIRING  
HIGHER LEVEL OF  
INVOLVEMENT**

If higher level involvement is needed, the issue will be raised to the appropriate level in a Division or the Department for resolution. Within a Division or other subunit of the Department, the appropriate manager will assume responsibility for contacting the Tribe and attempting to resolve the issue. Resolution shall be sought through the Division hierarchy prior to being referred to the Department level. Should resolution not occur at the Division level and it is advanced to the Department level, the Tribal Representative, with the support and assistance of the Director's

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Office, will facilitate contact between the appropriate Department staff or managers and the Tribe. Communication between those parties shall occur as soon as is reasonably possible, subject to Subsection D, to determine if the issue can be resolved. If the issue is resolved, no further action is required. If the issue cannot be resolved at the Department level, the Tribe will be informed of the mechanism to raise the issue with the Governor.

### **ISSUES AFFECTING MORE THAN ONE TRIBE**

If it is determined that resolution or non-resolution of the issue will affect more Tribes than just the Tribe presently involved in the discussion, the Department program representative who is involved with the issue will, after consultation with the Department, make contact with the Tribe to inform them of the change in focus. A designee of the Department staff shall notify all affected Tribes and initiate the resolution process. Communication involving all of the potentially affected parties will occur in a timely manner and will be facilitated by the Department.

If the issue is resolved through agreement of the involved parties, no further action is required. If the issue cannot be resolved, then the issue shall be raised to higher level authorities as described in Subsection V.

### **VI. OUTREACH TO TRIBAL GOVERNMENTS ON COMMITTEES AND WORKGROUP**

During the normal course of business, it is often necessary for the Department to establish committees, councils, workgroups, or similar bodies to provide advice and recommendations to the Department. Management of the Department, in creating such committees, councils, workgroups, or similar bodies that deal with policies or programs affecting Tribal governments or Tribal citizens, shall inform Tribal Representatives, in writing, of their creation. The person who will chair or facilitate the body shall communicate with all Tribes regarding any proposed policies or programs under consideration in order to solicit Tribal input.

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**LONG-TERM AND  
ONGOING BASIS**

If the Department or any Division establishes any ongoing or long-term advisory committee, commission, or similar body, the Department shall invite meaningful Tribal representation and participation based upon scope and focus of the respective meeting. A request for Tribal participation will be sent to the Tribal Representative of each Tribe, in writing, of the nature and purpose of the body; and the instructions for submitting designee nomination(s) for committee participation. The Department will defer to the Tribe's determination of whether or not to designate a candidate to serve on the body. The Department will select Tribal representation for committee participation from the Tribal candidate submissions or likewise from the Tribal Social Service Directors Coalition of Michigan if so designated. When the Department is advised by a committee or council created by state statute, executive order, or other mechanism with appointments made by the Governor or other appointing authorities outside of the Department, the Department will give similar notice to each Tribal Representative allowing the opportunity for him or her to identify interest in appointment consideration, unless some other appointing process or authority is mandated. The Department will accept Tribal candidate submissions for committee participation from the Tribal Social Service Directors Coalition of Michigan if so designated.

**SHORT-TERM AND  
AD HOC BODIES**

If the Department or a subunit of a Division establishes any external ad hoc committee or workgroup which affects Tribes or Tribal citizens, the appropriate individual in the Department shall contact the Tribal Representatives that are affected by the work of the committee or workgroup. The contact shall initially be in writing and shall include a description of the nature and purpose of the body, the anticipated outcome, the qualifications of the representative desired, what expenses will be reimbursed, and the time commitment required for serving on the body. The Tribal Representatives, after any necessary consultation, will determine whether or not to submit an individual for selection by the Department to serve on the committee or workgroup; or likewise from the Tribal Social Services Coalition of Michigan if so designated.

**APPENDIX A:  
GLOSSARY**

For purposes of this consultation agreement the following terms and definitions will apply:

**Child Welfare:** means the system of services and programs for children and families who may have issues related to safety, special care and treatment, or other assistance designed to assure the well-being of children.

**Cultural awareness and sensitivity:** means having due knowledge or and regard for the behavior patterns, civilization, customs, arts, beliefs, institutions, and all other achievements and manifestations of human work and thought as expressed in a particular community.

**Consultation** means a process used to facilitate communication, interaction, and the exchange of views and perspectives between the Department and each of the federally-recognized Tribes in Michigan.

**Department** means the Michigan Department of Human Services.

**Government-to-Government** means communication and dealings between sovereign governments, their agencies, and other official entities.

**Sovereign** means independent of the control of another government or governments.

**Tribe or Tribal Government** means a sovereign government of an Indian citizens, embracing and occupying lands and territory, and having jurisdiction over same, lying within the geographical boundaries of the State of Michigan, which sovereignty is recognized by the Government of the United States and subject to the Constitution, laws, and treaties of the United States, which also may be known as a federally-recognized Indian Tribe.

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**I. INTRODUCTION**

The various states have a unique legal relationship with each sovereign Indian government, as affirmed and described in federal law. This relationship is set forth in the Constitution of the United States, treaties, statutes, laws, and court decisions. This document by design affirms the government-to-government relationship between the State of Michigan and each Indian government located within the State of Michigan.

The philosophies for development of Tribal consultation agreements build upon the political and legal foundations found in state and federal statutes, treaties, and executive orders.

The Indian Child Welfare Act (ICWA) is a federal law which defines the best interests of Indian children and places various legal requirements upon the states to protect Indian children and families; and other federal laws such as Title IV-E of the Social Security Act also provide mechanisms for the protection and well-being of the children of the Tribes.

The Honorable Jennifer M. Granholm, Governor, State of Michigan, signed Executive Directive 2004-5, Tribal-State Relations, on May 12, 2004. The Executive Directive requires each executive branch department and agency to establish guidelines to accommodate requests for meaningful and timely consultation with Indian Tribes prior to the enactment of legislation, promulgation of regulations, or adoption of policies that have Tribal implications.

Government-to-government relations involve respectful and cooperative communication and dealings that are designed to achieve a consensus, to the extent possible, before a decision is made or an action is taken. The goal is to implement programs in a collaborative manner. The Michigan Department of Human Services (the Department) is committed to such government-to-government relations with the federally-recognized Tribal governments of Michigan (Tribes). The Department will employ its best efforts to achieve positive outcomes from its consultation and collaboration with Tribes. The goal of this agreement is to improve the planning for, delivery of, and access to programs and services for children and families by Indian governments, communities, and people. We will achieve this by developing principles of and a process for consultation on children and family policies in Michigan. It is for this purpose that this agreement has been developed.

The Department is a comprehensive state agency which has responsibility for establishing policies and providing services in a wide variety of program areas, including child welfare and other children and family related programming.

Many of these services are provided directly through the State's legal and contractual relationships with private child welfare agencies, and local county departments. These services are also often provided by Tribal agencies through a contractual relationship between the Department and Tribal governments or Tribal governments and the federal government.

Each of the federally-recognized sovereign Tribes in the State of Michigan is recognized by the State for its unique status, self-government, and self-determination. The Department respects the fundamental principles that establish and maintain the relationship between Indian governments and the Department. The Department affords Indian governments the same respect afforded to other governments.

The Department recognizes and respects the inherent right of each individual Tribe to establish its own intertribal organization and to determine through what mechanisms consultation, collaboration and negotiation should take place. This is in addition to government-to-government consultation provided for by this agreement and otherwise required by federal and state laws and policies.

The Department, its partner agencies, and the Tribes have a responsibility for a variety of programs serving children and families. As residents of the State of Michigan, Tribal citizens are equally entitled to services afforded to all residents of the State. As citizens of a sovereign Tribal nation, Tribal citizens are also entitled to those services afforded to all citizens of that Tribe. Whether the services are provided through Tribal agencies or directly through the Department's partner agencies, it is critical that Department administrators and the leadership of the Tribes located within the state, and their respective representatives, consult with one another to assure the availability and successful delivery of needed services and other assistance.

## **II. OBJECTIVES**

The objectives of this agreement are:

- A. To create a collaborative relationship to improve the enforcement of the Indian Child Welfare Act and child welfare services provided to federally-recognized Tribal citizens.
- B. To formalize the procedures and expectations for the Department to implement a government-to-government relationship and to foster consultation with and encourage the participation of representatives of Tribes in policy development and program activities.
- C. To promote and develop methods of consulting with Tribes and to involve their tribally identified representatives in the Department's decision-making process in order to assure that the needs of Tribal citizens are met.
- D. To enhance State compliance with applicable law and obligations to the satisfaction of respective parties to this agreement.

### **III. GUIDING PRINCIPLES**

The Department is committed to improving and maintaining effective government-to-government relations with Michigan's Indian Tribes, bands, and communities. The development of mutual understanding – with cultural awareness, sensitivity, and responsiveness is necessary for effective consultation on policies and collaboration on program development and operations. Towards achieving this goal, the Department will utilize the following principles in its consultation with Tribal governments. Integration of these principles into the Department's planning and management activities will help produce positive and desired outcomes within the children and families programs and services for Tribal citizens.

- A. It is important to recognize the uniqueness of each Indian community's culture, governmental structure and processes, demographics, geography (e.g.) where Tribal citizens are located, and other factors.
- B. Consultation involves respectful and timely communication between sovereign governments in a cooperative process that strives to achieve a consensus before a decision is made or an action is taken.

- C. Working directly with Indian Tribes in a government-to-government manner will result in an effective, efficient, and sustainable consultation process.
- D. Consultation with Tribal governments when developing and implementing, policies and programs, regulations, and other activities that are anticipated to directly affect Indian Tribes or their citizens is necessary and respectful. This includes topics presented by the Tribes on which they would like consultation.
- E. Promotion of cooperation among affected parties is the best way to implement initiatives and resolve issues of mutual concern.

#### **IV. PURPOSE AND METHODS**

The State of Michigan, represented for purposes of this agreement by its Department of Human Services with the concurrence of the Tribes as sovereign entities, will diligently seek to maintain an ongoing and meaningful process for communicating general concerns, program and funding priorities, respective roles in the provision of services to federally-recognized Tribal citizens, and other high-level matters of mutual concern.

The Michigan Department, in consultation with the federally-recognized Tribal governments located within the state, establishes this agreement requiring Department staff to consult with tribal governments on Department policies and activities. This agreement formalizes the collaborative relationship that the Department and Tribes have established in creating, contracting for, and accessing child welfare and other children and family related programming for Tribal communities and their citizens statewide.

#### **ANNUAL MEETINGS**

The Department, in consultation with Tribal leadership, shall assume the responsibility for scheduling an annual consultation session at which the Department Director or Department Deputy Director will be present. The consultation must include invitations to, at a minimum, the following individuals or their designees:

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The agenda, date, and location of the consultations session shall be determined jointly by the Department and Tribal leaders identified above.

It shall be part of the consultation agenda for at least one meeting during each calendar year to review and evaluate the accomplishments and effectiveness of the previous year's action plan and to establish mutual goals for the current year's action plan. The agenda will also include a current Department organizational chart. In addition, the Department will prepare a summary of the previous year's committees and other bodies that indicates the involvement of Tribal representatives and the Tribal affiliation of those representatives.

## **OTHER MEETINGS**

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## **ANNUAL ACTION PLAN**

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(NAA) shall establish, in conjunction with appropriate program staff, an annual action plan by which this government-to-government consultation agreement shall be implemented. The action plan shall include:

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- **Consultation Process:** The procedures to be used to consult with Tribes on existing and new policies and programs.
- **Evaluation Process:** The process to determine the effectiveness of the action plan with respect to the consultation process and to the programmatic, fiscal and other aspects of applicable Department programs identified in the action plan.

## **TRAINING**

It shall be part of consultation agendas to establish regular, ongoing training sessions for appropriate Department employees. The purpose of this training is to educate Department employees and others regarding the requirements of a meaningful government-to-government relationship, including historical and cultural perspectives from the Tribes, and information about the importance of consensus building, Tribal sovereignty, Tribal government, and Tribal services. The Department shall make every effort to involve Tribal Leaders or their designees in the development of the curriculum and provision of the training.

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**INITIAL  
DISCUSSION**

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If resolution or non-resolution of the issue would affect a Tribe or Tribes other than the Tribe involved, then further discussion must occur as described in Subsection V.C.

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If higher level involvement is needed, the issue will be raised to the appropriate level in a Division or the Department for resolution. Within a Division or other subunit of the Department, the appropriate manager will assume responsibility for contacting the Tribe and attempting to resolve the issue. Resolution shall be sought through the Division hierarchy prior to being referred to the Department level. Should resolution not occur at the Division level and it is advanced to the Department level, the Tribal Representative, with the support and assistance of the Director's Office, will facilitate contact between the appropriate Department

staff or managers and the Tribe. Communication between those parties shall occur as soon as is reasonably possible, subject to Subsection D, to determine if the issue can be resolved. If the issue is resolved, no further action is required. If the issue cannot be resolved at the Department level, the Tribe will be informed of the mechanism to raise the issue with the Governor.

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If it is determined that resolution or non-resolution of the issue will affect more Tribes than just the Tribe presently involved in the discussion, the Department program representative who is involved with the issue will, after consultation with the Department, make contact with the Tribe to inform them of the change in focus. A designee of the Department staff shall notify all affected Tribes and initiate the resolution process. Communication involving all of the potentially affected parties will occur in a timely manner and will be facilitated by the Department.

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**LONG-TERM AND  
ONGOING BASIS**

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**APPENDIX A:  
GLOSSARY**

For purposes of this consultation agreement the following terms and definitions will apply:

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**I. INTRODUCTION**

The various states have a unique legal relationship with each sovereign Indian government, as affirmed and described in federal law. This relationship is set forth in the Constitution of the United States, treaties, statutes, laws, and court decisions. This document by design affirms the government-to-government relationship between the State of Michigan and each Indian government located within the State of Michigan.

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Government-to-government relations involve respectful and cooperative communication and dealings that are designed to achieve a consensus, to the extent possible, before a decision is made or an action is taken. The goal is to implement programs in a collaborative manner. The Michigan Department of Human Services (the Department) is committed to such government-to-government relations with the federally-recognized Tribal governments of Michigan (Tribes). The Department will employ its best efforts to achieve positive outcomes from its consultation and collaboration with Tribes. The goal of this agreement is to improve the planning for, delivery of, and access to programs and services for children and families by Indian governments, communities, and people. We will achieve this by developing principles of and a process for consultation on children and family policies in Michigan. It is for this purpose that this agreement has been developed.

The Department is a comprehensive state agency which has responsibility for establishing policies and providing services in a wide variety of program areas, including child welfare and other children and family related programming.

Many of these services are provided directly through the State's legal and contractual relationships with private child welfare agencies, and local county departments. These services are also often provided by Tribal agencies through a contractual relationship between the Department and Tribal governments or Tribal governments and the federal government.

Each of the federally-recognized sovereign Tribes in the State of Michigan is recognized by the State for its unique status, self-government, and self-determination. The Department respects the fundamental principles that establish and maintain the relationship between Indian governments and the Department. The Department affords Indian governments the same respect afforded to other governments.

The Department recognizes and respects the inherent right of each individual Tribe to establish its own intertribal organization and to determine through what mechanisms consultation, collaboration and negotiation should take place. This is in addition to government-to-government consultation provided for by this agreement and otherwise required by federal and state laws and policies.

The Department, its partner agencies, and the Tribes have a responsibility for a variety of programs serving children and families. As residents of the State of Michigan, Tribal citizens are equally entitled to services afforded to all residents of the State. As citizens of a sovereign Tribal nation, Tribal citizens are also entitled to those services afforded to all citizens of that Tribe. Whether the services are provided through Tribal agencies or directly through the Department's partner agencies, it is critical that Department administrators and the leadership of the Tribes located within the state, and their respective representatives, consult with one another to assure the availability and successful delivery of needed services and other assistance.

## II. OBJECTIVES

The objectives of this agreement are:



- A. To create a collaborative relationship to improve the enforcement of the Indian Child Welfare Act and child welfare services provided to federally-recognized Tribal citizens.
- B. To formalize the procedures and expectations for the Department to implement a government-to-government relationship and to foster consultation with and encourage the participation of representatives of Tribes in policy development and program activities.
- C. To promote and develop methods of consulting with Tribes and to involve their tribally identified representatives in the Department's decision-making process in order to assure that the needs of Tribal citizens are met.
- D. To enhance State compliance with applicable law and obligations to the satisfaction of respective parties to this agreement.

### **III. GUIDING PRINCIPLES**

The Department is committed to improving and maintaining effective government-to-government relations with Michigan's Indian Tribes, bands, and communities. The development of mutual understanding – with cultural awareness, sensitivity, and responsiveness is necessary for effective consultation on policies and collaboration on program development and operations. Towards achieving this goal, the Department will utilize the following principles in its consultation with Tribal governments. Integration of these principles into the Department's planning and management activities will help produce positive and desired outcomes within the children and families programs and services for Tribal citizens.

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#### **IV. PURPOSE AND METHODS**

The State of Michigan, represented for purposes of this agreement by its Department of Human Services with the concurrence of the Tribes as sovereign entities, will diligently seek to maintain an ongoing and meaningful process for communicating general concerns, program and funding priorities, respective roles in the provision of services to federally-recognized Tribal citizens, and other high-level matters of mutual concern.

The Michigan Department, in consultation with the federally-recognized Tribal governments located within the state, establishes this agreement requiring Department staff to consult with tribal governments on Department policies and activities. This agreement formalizes the collaborative relationship that the Department and Tribes have established in creating, contracting for, and accessing child welfare and other children and family related programming for Tribal communities and their citizens statewide.

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(NAA) shall establish, in conjunction with appropriate program staff, an annual action plan by which this government-to-government consultation agreement shall be implemented. The action plan shall include:

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- **Consultation Process:** The procedures to be used to consult with Tribes on existing and new policies and programs.
- **Evaluation Process:** The process to determine the effectiveness of the action plan with respect to the consultation process and to the programmatic, fiscal and other aspects of applicable Department programs identified in the action plan.

## **TRAINING**

It shall be part of consultation agendas to establish regular, ongoing training sessions for appropriate Department employees. The purpose of this training is to educate Department employees and others regarding the requirements of a meaningful government-to-government relationship, including historical and cultural perspectives from the Tribes, and information about the importance of consensus building, Tribal sovereignty, Tribal government, and Tribal services. The Department shall make every effort to involve Tribal Leaders or their designees in the development of the curriculum and provision of the training.

## **RELATIONSHIP TO FEDERAL LAW**

No action taken in accordance with this agreement shall conflict with or circumvent Federal laws, mandates, rules, or regulations governing the programs, procedures, or practices of either the Department or Michigan's federally-recognized Tribes.

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**V. RESOLUTION OF  
ISSUES**

In any given year, specific issues affecting one or more Tribes and the Department may arise. These issues may be raised by either a Tribe or the Department and may occur at various levels within either party. The following process is to be used when such issues arise.

**TIMELINESS OF  
RESPONSE**

Within ten (10) business days after receiving a formal request from either party, the receiving party shall respond with a resolution of the issue or a projected timeframe for resolution of the issue. The parties may negotiate the timeframe for resolution. For the Department, the primary place to submit such a request will be the Office of Native American Affairs (NAA).

**INITIAL  
DISCUSSION**

When an issue arises and an employee of either a Tribe or the Department contacts an employee of the other entity, they will discuss the issue and attempt to resolve it. If higher level involvement is required, the process described in Subsection V.C. will be followed.

If resolution or non-resolution of the issue would affect a Tribe or Tribes other than the Tribe involved, then further discussion must occur as described in Subsection V.C.

**ISSUES  
REQUIRING  
HIGHER LEVEL OF  
INVOLVEMENT**

If higher level involvement is needed, the issue will be raised to the appropriate level in a Division or the Department for resolution. Within a Division or other subunit of the Department, the appropriate manager will assume responsibility for contacting the Tribe and attempting to resolve the issue. Resolution shall be sought through the Division hierarchy prior to being referred to the Department level. Should resolution not occur at the Division level and it is advanced to the Department level, the Tribal Representative, with the support and assistance of the Director's Office, will facilitate contact between the appropriate Department

staff or managers and the Tribe. Communication between those parties shall occur as soon as is reasonably possible, subject to Subsection D, to determine if the issue can be resolved. If the issue is resolved, no further action is required. If the issue cannot be resolved at the Department level, the Tribe will be informed of the mechanism to raise the issue with the Governor.

### **ISSUES AFFECTING MORE THAN ONE TRIBE**

If it is determined that resolution or non-resolution of the issue will affect more Tribes than just the Tribe presently involved in the discussion, the Department program representative who is involved with the issue will, after consultation with the Department, make contact with the Tribe to inform them of the change in focus. A designee of the Department staff shall notify all affected Tribes and initiate the resolution process. Communication involving all of the potentially affected parties will occur in a timely manner and will be facilitated by the Department.

If the issue is resolved through agreement of the involved parties, no further action is required. If the issue cannot be resolved, then the issue shall be raised to higher level authorities as described in Subsection V.

### **VI. OUTREACH TO TRIBAL GOVERNMENTS ON COMMITTEES AND WORKGROUP**

During the normal course of business, it is often necessary for the Department to establish committees, councils, workgroups, or similar bodies to provide advice and recommendations to the Department. Management of the Department, in creating such committees, councils, workgroups, or similar bodies that deal with policies or programs affecting Tribal governments or Tribal citizens, shall inform Tribal Representatives, in writing, of their creation. The person who will chair or facilitate the body shall communicate with all Tribes regarding any proposed policies or programs under consideration in order to solicit Tribal input.

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**LONG-TERM AND  
ONGOING BASIS**

If the Department or any Division establishes any ongoing or long-term advisory committee, commission, or similar body, the Department shall invite meaningful Tribal representation and participation based upon scope and focus of the respective meeting. A request for Tribal participation will be sent to the Tribal Representative of each Tribe, in writing, of the nature and purpose of the body; and the instructions for submitting designee nomination(s) for committee participation. The Department will defer to the Tribe's determination of whether or not to designate a candidate to serve on the body. The Department will select Tribal representation for committee participation from the Tribal candidate submissions or likewise from the Tribal Social Service Directors Coalition of Michigan if so designated. When the Department is advised by a committee or council created by state statute, executive order, or other mechanism with appointments made by the Governor or other appointing authorities outside of the Department, the Department will give similar notice to each Tribal Representative allowing the opportunity for him or her to identify interest in appointment consideration, unless some other appointing process or authority is mandated. The Department will accept Tribal candidate submissions for committee participation from the Tribal Social Service Directors Coalition of Michigan if so designated.

**SHORT-TERM AND  
AD HOC BODIES**

If the Department or a subunit of a Division establishes any external ad hoc committee or workgroup which affects Tribes or Tribal citizens, the appropriate individual in the Department shall contact the Tribal Representatives that are affected by the work of the committee or workgroup. The contact shall initially be in writing and shall include a description of the nature and purpose of the body, the anticipated outcome, the qualifications of the representative desired, what expenses will be reimbursed, and the time commitment required for serving on the body. The Tribal Representatives, after any necessary consultation, will determine whether or not to submit an individual for selection by the Department to serve on the committee or workgroup; or likewise from the Tribal Social Services Coalition of Michigan if so designated.

**APPENDIX A:  
GLOSSARY**

For purposes of this consultation agreement the following terms and definitions will apply:

**Child Welfare:** means the system of services and programs for children and families who may have issues related to safety, special care and treatment, or other assistance designed to assure the well-being of children.

**Cultural awareness and sensitivity:** means having due knowledge or and regard for the behavior patterns, civilization, customs, arts, beliefs, institutions, and all other achievements and manifestations of human work and thought as expressed in a particular community.

**Consultation** means a process used to facilitate communication, interaction, and the exchange of views and perspectives between the Department and each of the federally-recognized Tribes in Michigan.

**Department** means the Michigan Department of Human Services.

**Government-to-Government** means communication and dealings between sovereign governments, their agencies, and other official entities.

**Sovereign** means independent of the control of another government or governments.

**Tribe or Tribal Government** means a sovereign government of an Indian citizens, embracing and occupying lands and territory, and having jurisdiction over same, lying within the geographical boundaries of the State of Michigan, which sovereignty is recognized by the Government of the United States and subject to the Constitution, laws, and treaties of the United States, which also may be known as a federally-recognized Indian Tribe.



**I. INTRODUCTION**

The various states have a unique legal relationship with each sovereign Indian government, as affirmed and described in federal law. This relationship is set forth in the Constitution of the United States, treaties, statutes, laws, and court decisions. This document by design affirms the government-to-government relationship between the State of Michigan and each Indian government located within the State of Michigan.

The philosophies for development of Tribal consultation agreements build upon the political and legal foundations found in state and federal statutes, treaties, and executive orders.

The Indian Child Welfare Act (ICWA) is a federal law which defines the best interests of Indian children and places various legal requirements upon the states to protect Indian children and families; and other federal laws such as Title IV-E of the Social Security Act also provide mechanisms for the protection and well-being of the children of the Tribes.

The Honorable Jennifer M. Granholm, Governor, State of Michigan, signed Executive Directive 2004-5, Tribal-State Relations, on May 12, 2004. The Executive Directive requires each executive branch department and agency to establish guidelines to accommodate requests for meaningful and timely consultation with Indian Tribes prior to the enactment of legislation, promulgation of regulations, or adoption of policies that have Tribal implications.

Government-to-government relations involve respectful and cooperative communication and dealings that are designed to achieve a consensus, to the extent possible, before a decision is made or an action is taken. The goal is to implement programs in a collaborative manner. The Michigan Department of Human Services (the Department) is committed to such government-to-government relations with the federally-recognized Tribal governments of Michigan (Tribes). The Department will employ its best efforts to achieve positive outcomes from its consultation and collaboration with Tribes. The goal of this agreement is to improve the planning for, delivery of, and access to programs and services for children and families by Indian governments, communities, and people. We will achieve this by developing principles of and a process for consultation on children and family policies in Michigan. It is for this purpose that this agreement has been developed.

The Department is a comprehensive state agency which has responsibility for establishing policies and providing services in a wide variety of program areas, including child welfare and other children and family related programming.

Many of these services are provided directly through the State's legal and contractual relationships with private child welfare agencies, and local county departments. These services are also often provided by Tribal agencies through a contractual relationship between the Department and Tribal governments or Tribal governments and the federal government.

Each of the federally-recognized sovereign Tribes in the State of Michigan is recognized by the State for its unique status, self-government, and self-determination. The Department respects the fundamental principles that establish and maintain the relationship between Indian governments and the Department. The Department affords Indian governments the same respect afforded to other governments.

The Department recognizes and respects the inherent right of each individual Tribe to establish its own intertribal organization and to determine through what mechanisms consultation, collaboration and negotiation should take place. This is in addition to government-to-government consultation provided for by this agreement and otherwise required by federal and state laws and policies.

The Department, its partner agencies, and the Tribes have a responsibility for a variety of programs serving children and families. As residents of the State of Michigan, Tribal citizens are equally entitled to services afforded to all residents of the State. As citizens of a sovereign Tribal nation, Tribal citizens are also entitled to those services afforded to all citizens of that Tribe. Whether the services are provided through Tribal agencies or directly through the Department's partner agencies, it is critical that Department administrators and the leadership of the Tribes located within the state, and their respective representatives, consult with one another to assure the availability and successful delivery of needed services and other assistance.

## II. OBJECTIVES

The objectives of this agreement are:

- A. To create a collaborative relationship to improve the enforcement of the Indian Child Welfare Act and child welfare services provided to federally-recognized Tribal citizens.
- B. To formalize the procedures and expectations for the Department to implement a government-to-government relationship and to foster consultation with and encourage the participation of representatives of Tribes in policy development and program activities.
- C. To promote and develop methods of consulting with Tribes and to involve their tribally identified representatives in the Department's decision-making process in order to assure that the needs of Tribal citizens are met.
- D. To enhance State compliance with applicable law and obligations to the satisfaction of respective parties to this agreement.

### III. GUIDING PRINCIPLES

The Department is committed to improving and maintaining effective government-to-government relations with Michigan's Indian Tribes, bands, and communities. The development of mutual understanding – with cultural awareness, sensitivity, and responsiveness is necessary for effective consultation on policies and collaboration on program development and operations. Towards achieving this goal, the Department will utilize the following principles in its consultation with Tribal governments. Integration of these principles into the Department's planning and management activities will help produce positive and desired outcomes within the children and families programs and services for Tribal citizens.

- A. It is important to recognize the uniqueness of each Indian community's culture, governmental structure and processes, demographics, geography (e.g.) where Tribal citizens are located, and other factors.
- B. Consultation involves respectful and timely communication between sovereign governments in a cooperative process that strives to achieve a consensus before a decision is made or an action is taken.

- C. Working directly with Indian Tribes in a government-to-government manner will result in an effective, efficient, and sustainable consultation process.
- D. Consultation with Tribal governments when developing and implementing, policies and programs, regulations, and other activities that are anticipated to directly affect Indian Tribes or their citizens is necessary and respectful. This includes topics presented by the Tribes on which they would like consultation.
- E. Promotion of cooperation among affected parties is the best way to implement initiatives and resolve issues of mutual concern.

#### IV. PURPOSE AND METHODS

The State of Michigan, represented for purposes of this agreement by its Department of Human Services with the concurrence of the Tribes as sovereign entities, will diligently seek to maintain an ongoing and meaningful process for communicating general concerns, program and funding priorities, respective roles in the provision of services to federally-recognized Tribal citizens, and other high-level matters of mutual concern.

The Michigan Department, in consultation with the federally-recognized Tribal governments located within the state, establishes this agreement requiring Department staff to consult with tribal governments on Department policies and activities. This agreement formalizes the collaborative relationship that the Department and Tribes have established in creating, contracting for, and accessing child welfare and other children and family related programming for Tribal communities and their citizens statewide.

#### ANNUAL MEETINGS

The Department, in consultation with Tribal leadership, shall assume the responsibility for scheduling an annual consultation session at which the Department Director or Department Deputy Director will be present. The consultation must include invitations to, at a minimum, the following individuals or their designees:

- Pokagon Band of Potawatomi Indians
- Saginaw Chippewa Indian Tribe

- Grand Traverse Band of Ottawa and Chippewa Indians
- Little Traverse Bay Band of Odawa Indians
- Lac Vieux Desert Band of Lake Superior Chippewa Indians
- Match-E-Be-Nash-She-Wish Band of Pottawatomi
- Sault Ste. Marie Tribe of Chippewa Indians
- Bay Mills Indian Community
- Nottawaseppi Huron Band of the Potawatomi
- Hannahville Indian Community
- Keweenaw Bay Indian Community
- Little River Band of Ottawa Indians

The agenda, date, and location of the consultations session shall be determined jointly by the Department and Tribal leaders identified above.

It shall be part of the consultation agenda for at least one meeting during each calendar year to review and evaluate the accomplishments and effectiveness of the previous year's action plan and to establish mutual goals for the current year's action plan. The agenda will also include a current Department organizational chart. In addition, the Department will prepare a summary of the previous year's committees and other bodies that indicates the involvement of Tribal representatives and the Tribal affiliation of those representatives.

## **OTHER MEETINGS**

The Department, in consultation with Tribal leadership, shall assume the responsibility for scheduling additional consultation sessions at his or her discretion. In addition, any Tribal Representative may request meetings or other consultation with the Department Director or other Department representatives.

## **ANNUAL ACTION PLAN**

The Department management including but not limited to Children's Services, Field Operations, Legal, and Native American Affairs

(NAA) shall establish, in conjunction with appropriate program staff, an annual action plan by which this government-to-government consultation agreement shall be implemented. The action plan shall include:

- **Programs:** A list of programs and services available to Tribal citizens, including an overview of and training on Department programs and a Department organizational chart.
- **Policy and Program Development:** Description of new or potential initiatives, programs, and policies affecting Tribes.
- **Priorities:** Prioritized topics and issues for discussion and, as necessary, resolution with the Tribes.
- **Consultation Process:** The procedures to be used to consult with Tribes on existing and new policies and programs.
- **Evaluation Process:** The process to determine the effectiveness of the action plan with respect to the consultation process and to the programmatic, fiscal and other aspects of applicable Department programs identified in the action plan.

## **TRAINING**

It shall be part of consultation agendas to establish regular, ongoing training sessions for appropriate Department employees. The purpose of this training is to educate Department employees and others regarding the requirements of a meaningful government-to-government relationship, including historical and cultural perspectives from the Tribes, and information about the importance of consensus building, Tribal sovereignty, Tribal government, and Tribal services. The Department shall make every effort to involve Tribal Leaders or their designees in the development of the curriculum and provision of the training.

## **RELATIONSHIP TO FEDERAL LAW**

No action taken in accordance with this agreement shall conflict with or circumvent Federal laws, mandates, rules, or regulations governing the programs, procedures, or practices of either the Department or Michigan's federally-recognized Tribes.

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**V. RESOLUTION OF  
ISSUES**

In any given year, specific issues affecting one or more Tribes and the Department may arise. These issues may be raised by either a Tribe or the Department and may occur at various levels within either party. The following process is to be used when such issues arise.

**TIMELINESS OF  
RESPONSE**

Within ten (10) business days after receiving a formal request from either party, the receiving party shall respond with a resolution of the issue or a projected timeframe for resolution of the issue. The parties may negotiate the timeframe for resolution. For the Department, the primary place to submit such a request will be the Office of Native American Affairs (NAA).

**INITIAL  
DISCUSSION**

When an issue arises and an employee of either a Tribe or the Department contacts an employee of the other entity, they will discuss the issue and attempt to resolve it. If higher level involvement is required, the process described in Subsection V.C. will be followed.

If resolution or non-resolution of the issue would affect a Tribe or Tribes other than the Tribe involved, then further discussion must occur as described in Subsection V.C.

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staff or managers and the Tribe. Communication between those parties shall occur as soon as is reasonably possible, subject to Subsection D, to determine if the issue can be resolved. If the issue is resolved, no further action is required. If the issue cannot be resolved at the Department level, the Tribe will be informed of the mechanism to raise the issue with the Governor.

### **ISSUES AFFECTING MORE THAN ONE TRIBE**

If it is determined that resolution or non-resolution of the issue will affect more Tribes than just the Tribe presently involved in the discussion, the Department program representative who is involved with the issue will, after consultation with the Department, make contact with the Tribe to inform them of the change in focus. A designee of the Department staff shall notify all affected Tribes and initiate the resolution process. Communication involving all of the potentially affected parties will occur in a timely manner and will be facilitated by the Department.

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**LONG-TERM AND  
ONGOING BASIS**

If the Department or any Division establishes any ongoing or long-term advisory committee, commission, or similar body, the Department shall invite meaningful Tribal representation and participation based upon scope and focus of the respective meeting. A request for Tribal participation will be sent to the Tribal Representative of each Tribe, in writing, of the nature and purpose of the body; and the instructions for submitting designee nomination(s) for committee participation. The Department will defer to the Tribe's determination of whether or not to designate a candidate to serve on the body. The Department will select Tribal representation for committee participation from the Tribal candidate submissions or likewise from the Tribal Social Service Directors Coalition of Michigan if so designated. When the Department is advised by a committee or council created by state statute, executive order, or other mechanism with appointments made by the Governor or other appointing authorities outside of the Department, the Department will give similar notice to each Tribal Representative allowing the opportunity for him or her to identify interest in appointment consideration, unless some other appointing process or authority is mandated. The Department will accept Tribal candidate submissions for committee participation from the Tribal Social Service Directors Coalition of Michigan if so designated.

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AD HOC BODIES**

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**APPENDIX A:  
GLOSSARY**

For purposes of this consultation agreement the following terms and definitions will apply:

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## I. INTRODUCTION

The various states have a unique legal relationship with each sovereign Indian government, as affirmed and described in federal law. This relationship is set forth in the Constitution of the United States, treaties, statutes, laws, and court decisions. This document by design affirms the government-to-government relationship between the State of Michigan and each Indian government located within the State of Michigan.

The philosophies for development of Tribal consultation agreements build upon the political and legal foundations found in state and federal statutes, treaties, and executive orders.

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Government-to-government relations involve respectful and cooperative communication and dealings that are designed to achieve a consensus, to the extent possible, before a decision is made or an action is taken. The goal is to implement programs in a collaborative manner. The Michigan Department of Human Services (the Department) is committed to such government-to-government relations with the federally-recognized Tribal governments of Michigan (Tribes). The Department will employ its best efforts to achieve positive outcomes from its consultation and collaboration with Tribes. The goal of this agreement is to improve the planning for, delivery of, and access to programs and services for children and families by Indian governments, communities, and people. We will achieve this by developing principles of and a process for consultation on children and family policies in Michigan. It is for this purpose that this agreement has been developed.

The Department is a comprehensive state agency which has responsibility for establishing policies and providing services in a wide variety of program areas, including child welfare and other children and family related programming.

Many of these services are provided directly through the State's legal and contractual relationships with private child welfare agencies, and local county departments. These services are also often provided by Tribal agencies through a contractual relationship between the Department and Tribal governments or Tribal governments and the federal government.

Each of the federally-recognized sovereign Tribes in the State of Michigan is recognized by the State for its unique status, self-government, and self-determination. The Department respects the fundamental principles that establish and maintain the relationship between Indian governments and the Department. The Department affords Indian governments the same respect afforded to other governments.

The Department recognizes and respects the inherent right of each individual Tribe to establish its own intertribal organization and to determine through what mechanisms consultation, collaboration and negotiation should take place. This is in addition to government-to-government consultation provided for by this agreement and otherwise required by federal and state laws and policies.

The Department, its partner agencies, and the Tribes have a responsibility for a variety of programs serving children and families. As residents of the State of Michigan, Tribal citizens are equally entitled to services afforded to all residents of the State. As citizens of a sovereign Tribal nation, Tribal citizens are also entitled to those services afforded to all citizens of that Tribe. Whether the services are provided through Tribal agencies or directly through the Department's partner agencies, it is critical that Department administrators and the leadership of the Tribes located within the state, and their respective representatives, consult with one another to assure the availability and successful delivery of needed services and other assistance.

## II. OBJECTIVES

The objectives of this agreement are:

- A. To create a collaborative relationship to improve the enforcement of the Indian Child Welfare Act and child welfare services provided to federally-recognized Tribal citizens.
- B. To formalize the procedures and expectations for the Department to implement a government-to-government relationship and to foster consultation with and encourage the participation of representatives of Tribes in policy development and program activities.
- C. To promote and develop methods of consulting with Tribes and to involve their tribally identified representatives in the Department's decision-making process in order to assure that the needs of Tribal citizens are met.
- D. To enhance State compliance with applicable law and obligations to the satisfaction of respective parties to this agreement.

### III. GUIDING PRINCIPLES

The Department is committed to improving and maintaining effective government-to-government relations with Michigan's Indian Tribes, bands, and communities. The development of mutual understanding – with cultural awareness, sensitivity, and responsiveness is necessary for effective consultation on policies and collaboration on program development and operations. Towards achieving this goal, the Department will utilize the following principles in its consultation with Tribal governments. Integration of these principles into the Department's planning and management activities will help produce positive and desired outcomes within the children and families programs and services for Tribal citizens.

- A. It is important to recognize the uniqueness of each Indian community's culture, governmental structure and processes, demographics, geography (e.g.) where Tribal citizens are located, and other factors.
- B. Consultation involves respectful and timely communication between sovereign governments in a cooperative process that strives to achieve a consensus before a decision is made or an action is taken.

- C. Working directly with Indian Tribes in a government-to-government manner will result in an effective, efficient, and sustainable consultation process.
- D. Consultation with Tribal governments when developing and implementing, policies and programs, regulations, and other activities that are anticipated to directly affect Indian Tribes or their citizens is necessary and respectful. This includes topics presented by the Tribes on which they would like consultation.
- E. Promotion of cooperation among affected parties is the best way to implement initiatives and resolve issues of mutual concern.

#### **IV. PURPOSE AND METHODS**

The State of Michigan, represented for purposes of this agreement by its Department of Human Services with the concurrence of the Tribes as sovereign entities, will diligently seek to maintain an ongoing and meaningful process for communicating general concerns, program and funding priorities, respective roles in the provision of services to federally-recognized Tribal citizens, and other high-level matters of mutual concern.

The Michigan Department, in consultation with the federally-recognized Tribal governments located within the state, establishes this agreement requiring Department staff to consult with tribal governments on Department policies and activities. This agreement formalizes the collaborative relationship that the Department and Tribes have established in creating, contracting for, and accessing child welfare and other children and family related programming for Tribal communities and their citizens statewide.

#### **ANNUAL MEETINGS**

The Department, in consultation with Tribal leadership, shall assume the responsibility for scheduling an annual consultation session at which the Department Director or Department Deputy Director will be present. The consultation must include invitations to, at a minimum, the following individuals or their designees:

- Pokagon Band of Potawatomi Indians
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- Grand Traverse Band of Ottawa and Chippewa Indians
- Little Traverse Bay Band of Odawa Indians
- Lac Vieux Desert Band of Lake Superior Chippewa Indians
- Match-E-Be-Nash-She-Wish Band of Pottawatomi
- Sault Ste. Marie Tribe of Chippewa Indians
- Bay Mills Indian Community
- Nottawaseppi Huron Band of the Potawatomi
- Hannahville Indian Community
- Keweenaw Bay Indian Community
- Little River Band of Ottawa Indians

The agenda, date, and location of the consultations session shall be determined jointly by the Department and Tribal leaders identified above.

It shall be part of the consultation agenda for at least one meeting during each calendar year to review and evaluate the accomplishments and effectiveness of the previous year's action plan and to establish mutual goals for the current year's action plan. The agenda will also include a current Department organizational chart. In addition, the Department will prepare a summary of the previous year's committees and other bodies that indicates the involvement of Tribal representatives and the Tribal affiliation of those representatives.

## **OTHER MEETINGS**

The Department, in consultation with Tribal leadership, shall assume the responsibility for scheduling additional consultation sessions at his or her discretion. In addition, any Tribal Representative may request meetings or other consultation with the Department Director or other Department representatives.

## **ANNUAL ACTION PLAN**

The Department management including but not limited to Children's Services, Field Operations, Legal, and Native American Affairs

(NAA) shall establish, in conjunction with appropriate program staff, an annual action plan by which this government-to-government consultation agreement shall be implemented. The action plan shall include:

- Programs: A list of programs and services available to Tribal citizens, including an overview of and training on Department programs and a Department organizational chart.
- Policy and Program Development: Description of new or potential initiatives, programs, and policies affecting Tribes.
- Priorities: Prioritized topics and issues for discussion and, as necessary, resolution with the Tribes.
- Consultation Process: The procedures to be used to consult with Tribes on existing and new policies and programs.
- Evaluation Process: The process to determine the effectiveness of the action plan with respect to the consultation process and to the programmatic, fiscal and other aspects of applicable Department programs identified in the action plan.

## TRAINING

It shall be part of consultation agendas to establish regular, ongoing training sessions for appropriate Department employees. The purpose of this training is to educate Department employees and others regarding the requirements of a meaningful government-to-government relationship, including historical and cultural perspectives from the Tribes, and information about the importance of consensus building, Tribal sovereignty, Tribal government, and Tribal services. The Department shall make every effort to involve Tribal Leaders or their designees in the development of the curriculum and provision of the training.

## RELATIONSHIP TO FEDERAL LAW

No action taken in accordance with this agreement shall conflict with or circumvent Federal laws, mandates, rules, or regulations governing the programs, procedures, or practices of either the Department or Michigan's federally-recognized Tribes.



## **V. RESOLUTION OF ISSUES**

In any given year, specific issues affecting one or more Tribes and the Department may arise. These issues may be raised by either a Tribe or the Department and may occur at various levels within either party. The following process is to be used when such issues arise.

### **TIMELINESS OF RESPONSE**

Within ten (10) business days after receiving a formal request from either party, the receiving party shall respond with a resolution of the issue or a projected timeframe for resolution of the issue. The parties may negotiate the timeframe for resolution. For the Department, the primary place to submit such a request will be the Office of Native American Affairs (NAA).

### **INITIAL DISCUSSION**

When an issue arises and an employee of either a Tribe or the Department contacts an employee of the other entity, they will discuss the issue and attempt to resolve it. If higher level involvement is required, the process described in Subsection V.C. will be followed.

If resolution or non-resolution of the issue would affect a Tribe or Tribes other than the Tribe involved, then further discussion must occur as described in Subsection V.C.

### **ISSUES REQUIRING HIGHER LEVEL OF INVOLVEMENT**

If higher level involvement is needed, the issue will be raised to the appropriate level in a Division or the Department for resolution. Within a Division or other subunit of the Department, the appropriate manager will assume responsibility for contacting the Tribe and attempting to resolve the issue. Resolution shall be sought through the Division hierarchy prior to being referred to the Department level. Should resolution not occur at the Division level and it is advanced to the Department level, the Tribal Representative, with the support and assistance of the Director's Office, will facilitate contact between the appropriate Department

staff or managers and the Tribe. Communication between those parties shall occur as soon as is reasonably possible, subject to Subsection D, to determine if the issue can be resolved. If the issue is resolved, no further action is required. If the issue cannot be resolved at the Department level, the Tribe will be informed of the mechanism to raise the issue with the Governor.

## **ISSUES AFFECTING MORE THAN ONE TRIBE**

If it is determined that resolution or non-resolution of the issue will affect more Tribes than just the Tribe presently involved in the discussion, the Department program representative who is involved with the issue will, after consultation with the Department, make contact with the Tribe to inform them of the change in focus. A designee of the Department staff shall notify all affected Tribes and initiate the resolution process. Communication involving all of the potentially affected parties will occur in a timely manner and will be facilitated by the Department.

If the issue is resolved through agreement of the involved parties, no further action is required. If the issue cannot be resolved, then the issue shall be raised to higher level authorities as described in Subsection V.

## **VI. OUTREACH TO TRIBAL GOVERNMENTS ON COMMITTEES AND WORKGROUP**

During the normal course of business, it is often necessary for the Department to establish committees, councils, workgroups, or similar bodies to provide advice and recommendations to the Department. Management of the Department, in creating such committees, councils, workgroups, or similar bodies that deal with policies or programs affecting Tribal governments or Tribal citizens, shall inform Tribal Representatives, in writing, of their creation. The person who will chair or facilitate the body shall communicate with all Tribes regarding any proposed policies or programs under consideration in order to solicit Tribal input.

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**LONG-TERM AND  
ONGOING BASIS**

If the Department or any Division establishes any ongoing or long-term advisory committee, commission, or similar body, the Department shall invite meaningful Tribal representation and participation based upon scope and focus of the respective meeting. A request for Tribal participation will be sent to the Tribal Representative of each Tribe, in writing, of the nature and purpose of the body; and the instructions for submitting designee nomination(s) for committee participation. The Department will defer to the Tribe's determination of whether or not to designate a candidate to serve on the body. The Department will select Tribal representation for committee participation from the Tribal candidate submissions or likewise from the Tribal Social Service Directors Coalition of Michigan if so designated. When the Department is advised by a committee or council created by state statute, executive order, or other mechanism with appointments made by the Governor or other appointing authorities outside of the Department, the Department will give similar notice to each Tribal Representative allowing the opportunity for him or her to identify interest in appointment consideration, unless some other appointing process or authority is mandated. The Department will accept Tribal candidate submissions for committee participation from the Tribal Social Service Directors Coalition of Michigan if so designated.

**SHORT-TERM AND  
AD HOC BODIES**

If the Department or a subunit of a Division establishes any external ad hoc committee or workgroup which affects Tribes or Tribal citizens, the appropriate individual in the Department shall contact the Tribal Representatives that are affected by the work of the committee or workgroup. The contact shall initially be in writing and shall include a description of the nature and purpose of the body, the anticipated outcome, the qualifications of the representative desired, what expenses will be reimbursed, and the time commitment required for serving on the body. The Tribal Representatives, after any necessary consultation, will determine whether or not to submit an individual for selection by the Department to serve on the committee or workgroup; or likewise from the Tribal Social Services Coalition of Michigan if so designated.

**APPENDIX A:  
GLOSSARY**

For purposes of this consultation agreement the following terms and definitions will apply:

**Child Welfare:** means the system of services and programs for children and families who may have issues related to safety, special care and treatment, or other assistance designed to assure the well-being of children.

**Cultural awareness and sensitivity:** means having due knowledge or and regard for the behavior patterns, civilization, customs, arts, beliefs, institutions, and all other achievements and manifestations of human work and thought as expressed in a particular community.

**Consultation** means a process used to facilitate communication, interaction, and the exchange of views and perspectives between the Department and each of the federally-recognized Tribes in Michigan.

**Department** means the Michigan Department of Human Services.

**Government-to-Government** means communication and dealings between sovereign governments, their agencies, and other official entities.

**Sovereign** means independent of the control of another government or governments.

**Tribe or Tribal Government** means a sovereign government of an Indian citizens, embracing and occupying lands and territory, and having jurisdiction over same, lying within the geographical boundaries of the State of Michigan, which sovereignty is recognized by the Government of the United States and subject to the Constitution, laws, and treaties of the United States, which also may be known as a federally-recognized Indian Tribe.

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**I. INTRODUCTION**

The various states have a unique legal relationship with each sovereign Indian government, as affirmed and described in federal law. This relationship is set forth in the Constitution of the United States, treaties, statutes, laws, and court decisions. This document by design affirms the government-to-government relationship between the State of Michigan and each Indian government located within the State of Michigan.

The philosophies for development of Tribal consultation agreements build upon the political and legal foundations found in state and federal statutes, treaties, and executive orders.

The Indian Child Welfare Act (ICWA) is a federal law which defines the best interests of Indian children and places various legal requirements upon the states to protect Indian children and families; and other federal laws such as Title IV-E of the Social Security Act also provide mechanisms for the protection and well-being of the children of the Tribes.

The Honorable Jennifer M. Granholm, Governor, State of Michigan, signed Executive Directive 2004-5, Tribal-State Relations, on May 12, 2004. The Executive Directive requires each executive branch department and agency to establish guidelines to accommodate requests for meaningful and timely consultation with Indian Tribes prior to the enactment of legislation, promulgation of regulations, or adoption of policies that have Tribal implications.

Government-to-government relations involve respectful and cooperative communication and dealings that are designed to achieve a consensus, to the extent possible, before a decision is made or an action is taken. The goal is to implement programs in a collaborative manner. The Michigan Department of Human Services (the Department) is committed to such government-to-government relations with the federally-recognized Tribal governments of Michigan (Tribes). The Department will employ its best efforts to achieve positive outcomes from its consultation and collaboration with Tribes. The goal of this agreement is to improve the planning for, delivery of, and access to programs and services for children and families by Indian governments, communities, and people. We will achieve this by developing principles of and a process for consultation on children and family policies in Michigan. It is for this purpose that this agreement has been developed.

The Department is a comprehensive state agency which has responsibility for establishing policies and providing services in a wide variety of program areas, including child welfare and other children and family related programming.

Many of these services are provided directly through the State's legal and contractual relationships with private child welfare agencies, and local county departments. These services are also often provided by Tribal agencies through a contractual relationship between the Department and Tribal governments or Tribal governments and the federal government.

Each of the federally-recognized sovereign Tribes in the State of Michigan is recognized by the State for its unique status, self-government, and self-determination. The Department respects the fundamental principles that establish and maintain the relationship between Indian governments and the Department. The Department affords Indian governments the same respect afforded to other governments.

The Department recognizes and respects the inherent right of each individual Tribe to establish its own intertribal organization and to determine through what mechanisms consultation, collaboration and negotiation should take place. This is in addition to government-to-government consultation provided for by this agreement and otherwise required by federal and state laws and policies.

The Department, its partner agencies, and the Tribes have a responsibility for a variety of programs serving children and families. As residents of the State of Michigan, Tribal citizens are equally entitled to services afforded to all residents of the State. As citizens of a sovereign Tribal nation, Tribal citizens are also entitled to those services afforded to all citizens of that Tribe. Whether the services are provided through Tribal agencies or directly through the Department's partner agencies, it is critical that Department administrators and the leadership of the Tribes located within the state, and their respective representatives, consult with one another to assure the availability and successful delivery of needed services and other assistance.

## **II. OBJECTIVES**

The objectives of this agreement are:

- A. To create a collaborative relationship to improve the enforcement of the Indian Child Welfare Act and child welfare services provided to federally-recognized Tribal citizens.
- B. To formalize the procedures and expectations for the Department to implement a government-to-government relationship and to foster consultation with and encourage the participation of representatives of Tribes in policy development and program activities.
- C. To promote and develop methods of consulting with Tribes and to involve their tribally identified representatives in the Department's decision-making process in order to assure that the needs of Tribal citizens are met.
- D. To enhance State compliance with applicable law and obligations to the satisfaction of respective parties to this agreement.

### III. GUIDING PRINCIPLES

The Department is committed to improving and maintaining effective government-to-government relations with Michigan's Indian Tribes, bands, and communities. The development of mutual understanding – with cultural awareness, sensitivity, and responsiveness is necessary for effective consultation on policies and collaboration on program development and operations. Towards achieving this goal, the Department will utilize the following principles in its consultation with Tribal governments. Integration of these principles into the Department's planning and management activities will help produce positive and desired outcomes within the children and families programs and services for Tribal citizens.

- A. It is important to recognize the uniqueness of each Indian community's culture, governmental structure and processes, demographics, geography (e.g.) where Tribal citizens are located, and other factors.
- B. Consultation involves respectful and timely communication between sovereign governments in a cooperative process that strives to achieve a consensus before a decision is made or an action is taken.

- C. Working directly with Indian Tribes in a government-to-government manner will result in an effective, efficient, and sustainable consultation process.
- D. Consultation with Tribal governments when developing and implementing, policies and programs, regulations, and other activities that are anticipated to directly affect Indian Tribes or their citizens is necessary and respectful. This includes topics presented by the Tribes on which they would like consultation.
- E. Promotion of cooperation among affected parties is the best way to implement initiatives and resolve issues of mutual concern.

#### **IV. PURPOSE AND METHODS**

The State of Michigan, represented for purposes of this agreement by its Department of Human Services with the concurrence of the Tribes as sovereign entities, will diligently seek to maintain an ongoing and meaningful process for communicating general concerns, program and funding priorities, respective roles in the provision of services to federally-recognized Tribal citizens, and other high-level matters of mutual concern.

The Michigan Department, in consultation with the federally-recognized Tribal governments located within the state, establishes this agreement requiring Department staff to consult with tribal governments on Department policies and activities. This agreement formalizes the collaborative relationship that the Department and Tribes have established in creating, contracting for, and accessing child welfare and other children and family related programming for Tribal communities and their citizens statewide.

#### **ANNUAL MEETINGS**

The Department, in consultation with Tribal leadership, shall assume the responsibility for scheduling an annual consultation session at which the Department Director or Department Deputy Director will be present. The consultation must include invitations to, at a minimum, the following individuals or their designees:

- Pokagon Band of Potawatomi Indians
- Saginaw Chippewa Indian Tribe



- Grand Traverse Band of Ottawa and Chippewa Indians
- Little Traverse Bay Band of Odawa Indians
- Lac Vieux Desert Band of Lake Superior Chippewa Indians
- Match-E-Be-Nash-She-Wish Band of Pottawatomi
- Sault Ste. Marie Tribe of Chippewa Indians
- Bay Mills Indian Community
- Nottawaseppi Huron Band of the Potawatomi
- Hannahville Indian Community
- Keweenaw Bay Indian Community
- Little River Band of Ottawa Indians

The agenda, date, and location of the consultations session shall be determined jointly by the Department and Tribal leaders identified above.

It shall be part of the consultation agenda for at least one meeting during each calendar year to review and evaluate the accomplishments and effectiveness of the previous year's action plan and to establish mutual goals for the current year's action plan. The agenda will also include a current Department organizational chart. In addition, the Department will prepare a summary of the previous year's committees and other bodies that indicates the involvement of Tribal representatives and the Tribal affiliation of those representatives.

## **OTHER MEETINGS**

The Department, in consultation with Tribal leadership, shall assume the responsibility for scheduling additional consultation sessions at his or her discretion. In addition, any Tribal Representative may request meetings or other consultation with the Department Director or other Department representatives.

## **ANNUAL ACTION PLAN**

The Department management including but not limited to Children's Services, Field Operations, Legal, and Native American Affairs

(NAA) shall establish, in conjunction with appropriate program staff, an annual action plan by which this government-to-government consultation agreement shall be implemented. The action plan shall include:

- Programs: A list of programs and services available to Tribal citizens, including an overview of and training on Department programs and a Department organizational chart.
- Policy and Program Development: Description of new or potential initiatives, programs, and policies affecting Tribes.
- Priorities: Prioritized topics and issues for discussion and, as necessary, resolution with the Tribes.
- Consultation Process: The procedures to be used to consult with Tribes on existing and new policies and programs.
- Evaluation Process: The process to determine the effectiveness of the action plan with respect to the consultation process and to the programmatic, fiscal and other aspects of applicable Department programs identified in the action plan.

## **TRAINING**

It shall be part of consultation agendas to establish regular, ongoing training sessions for appropriate Department employees. The purpose of this training is to educate Department employees and others regarding the requirements of a meaningful government-to-government relationship, including historical and cultural perspectives from the Tribes, and information about the importance of consensus building, Tribal sovereignty, Tribal government, and Tribal services. The Department shall make every effort to involve Tribal Leaders or their designees in the development of the curriculum and provision of the training.

## **RELATIONSHIP TO FEDERAL LAW**

No action taken in accordance with this agreement shall conflict with or circumvent Federal laws, mandates, rules, or regulations governing the programs, procedures, or practices of either the Department or Michigan's federally-recognized Tribes.

**V. RESOLUTION OF  
ISSUES**

In any given year, specific issues affecting one or more Tribes and the Department may arise. These issues may be raised by either a Tribe or the Department and may occur at various levels within either party. The following process is to be used when such issues arise.

**TIMELINESS OF  
RESPONSE**

Within ten (10) business days after receiving a formal request from either party, the receiving party shall respond with a resolution of the issue or a projected timeframe for resolution of the issue. The parties may negotiate the timeframe for resolution. For the Department, the primary place to submit such a request will be the Office of Native American Affairs (NAA).

**INITIAL  
DISCUSSION**

When an issue arises and an employee of either a Tribe or the Department contacts an employee of the other entity, they will discuss the issue and attempt to resolve it. If higher level involvement is required, the process described in Subsection V.C. will be followed.

If resolution or non-resolution of the issue would affect a Tribe or Tribes other than the Tribe involved, then further discussion must occur as described in Subsection V.C.

**ISSUES  
REQUIRING  
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If higher level involvement is needed, the issue will be raised to the appropriate level in a Division or the Department for resolution. Within a Division or other subunit of the Department, the appropriate manager will assume responsibility for contacting the Tribe and attempting to resolve the issue. Resolution shall be sought through the Division hierarchy prior to being referred to the Department level. Should resolution not occur at the Division level and it is advanced to the Department level, the Tribal Representative, with the support and assistance of the Director's Office, will facilitate contact between the appropriate Department

staff or managers and the Tribe. Communication between those parties shall occur as soon as is reasonably possible, subject to Subsection D, to determine if the issue can be resolved. If the issue is resolved, no further action is required. If the issue cannot be resolved at the Department level, the Tribe will be informed of the mechanism to raise the issue with the Governor.

### **ISSUES AFFECTING MORE THAN ONE TRIBE**

If it is determined that resolution or non-resolution of the issue will affect more Tribes than just the Tribe presently involved in the discussion, the Department program representative who is involved with the issue will, after consultation with the Department, make contact with the Tribe to inform them of the change in focus. A designee of the Department staff shall notify all affected Tribes and initiate the resolution process. Communication involving all of the potentially affected parties will occur in a timely manner and will be facilitated by the Department.

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**I. INTRODUCTION**

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The Department is a comprehensive state agency which has responsibility for establishing policies and providing services in a wide variety of program areas, including child welfare and other children and family related programming.

Many of these services are provided directly through the State's legal and contractual relationships with private child welfare agencies, and local county departments. These services are also often provided by Tribal agencies through a contractual relationship between the Department and Tribal governments or Tribal governments and the federal government.

Each of the federally-recognized sovereign Tribes in the State of Michigan is recognized by the State for its unique status, self-government, and self-determination. The Department respects the fundamental principles that establish and maintain the relationship between Indian governments and the Department. The Department affords Indian governments the same respect afforded to other governments.

The Department recognizes and respects the inherent right of each individual Tribe to establish its own intertribal organization and to determine through what mechanisms consultation, collaboration and negotiation should take place. This is in addition to government-to-government consultation provided for by this agreement and otherwise required by federal and state laws and policies.

The Department, its partner agencies, and the Tribes have a responsibility for a variety of programs serving children and families. As residents of the State of Michigan, Tribal citizens are equally entitled to services afforded to all residents of the State. As citizens of a sovereign Tribal nation, Tribal citizens are also entitled to those services afforded to all citizens of that Tribe. Whether the services are provided through Tribal agencies or directly through the Department's partner agencies, it is critical that Department administrators and the leadership of the Tribes located within the state, and their respective representatives, consult with one another to assure the availability and successful delivery of needed services and other assistance.

## **II. OBJECTIVES**

The objectives of this agreement are:



- A. To create a collaborative relationship to improve the enforcement of the Indian Child Welfare Act and child welfare services provided to federally-recognized Tribal citizens.
- B. To formalize the procedures and expectations for the Department to implement a government-to-government relationship and to foster consultation with and encourage the participation of representatives of Tribes in policy development and program activities.
- C. To promote and develop methods of consulting with Tribes and to involve their tribally identified representatives in the Department's decision-making process in order to assure that the needs of Tribal citizens are met.
- D. To enhance State compliance with applicable law and obligations to the satisfaction of respective parties to this agreement.

### III. GUIDING PRINCIPLES

The Department is committed to improving and maintaining effective government-to-government relations with Michigan's Indian Tribes, bands, and communities. The development of mutual understanding – with cultural awareness, sensitivity, and responsiveness is necessary for effective consultation on policies and collaboration on program development and operations. Towards achieving this goal, the Department will utilize the following principles in its consultation with Tribal governments. Integration of these principles into the Department's planning and management activities will help produce positive and desired outcomes within the children and families programs and services for Tribal citizens.

- A. It is important to recognize the uniqueness of each Indian community's culture, governmental structure and processes, demographics, geography (e.g.) where Tribal citizens are located, and other factors.
- B. Consultation involves respectful and timely communication between sovereign governments in a cooperative process that strives to achieve a consensus before a decision is made or an action is taken.

- C. Working directly with Indian Tribes in a government-to-government manner will result in an effective, efficient, and sustainable consultation process.
- D. Consultation with Tribal governments when developing and implementing, policies and programs, regulations, and other activities that are anticipated to directly affect Indian Tribes or their citizens is necessary and respectful. This includes topics presented by the Tribes on which they would like consultation.
- E. Promotion of cooperation among affected parties is the best way to implement initiatives and resolve issues of mutual concern.

#### **IV. PURPOSE AND METHODS**

The State of Michigan, represented for purposes of this agreement by its Department of Human Services with the concurrence of the Tribes as sovereign entities, will diligently seek to maintain an ongoing and meaningful process for communicating general concerns, program and funding priorities, respective roles in the provision of services to federally-recognized Tribal citizens, and other high-level matters of mutual concern.

The Michigan Department, in consultation with the federally-recognized Tribal governments located within the state, establishes this agreement requiring Department staff to consult with tribal governments on Department policies and activities. This agreement formalizes the collaborative relationship that the Department and Tribes have established in creating, contracting for, and accessing child welfare and other children and family related programming for Tribal communities and their citizens statewide.

#### **ANNUAL MEETINGS**

The Department, in consultation with Tribal leadership, shall assume the responsibility for scheduling an annual consultation session at which the Department Director or Department Deputy Director will be present. The consultation must include invitations to, at a minimum, the following individuals or their designees:

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- Bay Mills Indian Community
- Nottawaseppi Huron Band of the Potawatomi
- Hannahville Indian Community
- Keweenaw Bay Indian Community
- Little River Band of Ottawa Indians

The agenda, date, and location of the consultations session shall be determined jointly by the Department and Tribal leaders identified above.

It shall be part of the consultation agenda for at least one meeting during each calendar year to review and evaluate the accomplishments and effectiveness of the previous year's action plan and to establish mutual goals for the current year's action plan. The agenda will also include a current Department organizational chart. In addition, the Department will prepare a summary of the previous year's committees and other bodies that indicates the involvement of Tribal representatives and the Tribal affiliation of those representatives.

## **OTHER MEETINGS**

The Department, in consultation with Tribal leadership, shall assume the responsibility for scheduling additional consultation sessions at his or her discretion. In addition, any Tribal Representative may request meetings or other consultation with the Department Director or other Department representatives.

## **ANNUAL ACTION PLAN**

The Department management including but not limited to Children's Services, Field Operations, Legal, and Native American Affairs (NAA) shall establish, in conjunction with appropriate program staff, an annual action plan by which this government-to-government

consultation agreement shall be implemented. The action plan shall include:

- **Programs:** A list of programs and services available to Tribal citizens, including an overview of and training on Department programs and a Department organizational chart.
- **Policy and Program Development:** Description of new or potential initiatives, programs, and policies affecting Tribes.
- **Priorities:** Prioritized topics and issues for discussion and, as necessary, resolution with the Tribes.
- **Consultation Process:** The procedures to be used to consult with Tribes on existing and new policies and programs.
- **Evaluation Process:** The process to determine the effectiveness of the action plan with respect to the consultation process and to the programmatic, fiscal and other aspects of applicable Department programs identified in the action plan.

## TRAINING

It shall be part of consultation agendas to establish regular, ongoing training sessions for appropriate Department employees. The purpose of this training is to educate Department employees and others regarding the requirements of a meaningful government-to-government relationship, including historical and cultural perspectives from the Tribes, and information about the importance of consensus building, Tribal sovereignty, Tribal government, and Tribal services. The Department shall make every effort to involve Tribal Leaders or their designees in the development of the curriculum and provision of the training.

## RELATIONSHIP TO FEDERAL LAW

No action taken in accordance with this agreement shall conflict with or circumvent Federal laws, mandates, rules, or regulations governing the programs, procedures, or practices of either the Department or Michigan's federally-recognized Tribes.

## V. RESOLUTION OF ISSUES

In any given year, specific issues affecting one or more Tribes and the Department may arise. These issues may be raised by either a

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Tribe or the Department and may occur at various levels within either party. The following process is to be used when such issues arise.

### **TIMELINESS OF RESPONSE**

Within ten (10) business days after receiving a formal request from either party, the receiving party shall respond with a resolution of the issue or a projected timeframe for resolution of the issue. The parties may negotiate the timeframe for resolution. For the Department, the primary place to submit such a request will be the Office of Native American Affairs (NAA).

### **INITIAL DISCUSSION**

When an issue arises and an employee of either a Tribe or the Department contacts an employee of the other entity, they will discuss the issue and attempt to resolve it. If higher level involvement is required, the process described in Subsection V.C. will be followed.

If resolution or non-resolution of the issue would affect a Tribe or Tribes other than the Tribe involved, then further discussion must occur as described in Subsection V.C.

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If higher level involvement is needed, the issue will be raised to the appropriate level in a Division or the Department for resolution. Within a Division or other subunit of the Department, the appropriate manager will assume responsibility for contacting the Tribe and attempting to resolve the issue. Resolution shall be sought through the Division hierarchy prior to being referred to the Department level. Should resolution not occur at the Division level and it is advanced to the Department level, the Tribal Representative, with the support and assistance of the Director's Office, will facilitate contact between the appropriate Department staff or managers and the Tribe. Communication between those parties shall occur as soon as is reasonably possible, subject to Subsection D, to determine if the issue can be resolved. If the issue is resolved, no further action is required. If the issue cannot be

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### **ISSUES AFFECTING MORE THAN ONE TRIBE**

If it is determined that resolution or non-resolution of the issue will affect more Tribes than just the Tribe presently involved in the discussion, the Department program representative who is involved with the issue will, after consultation with the Department, make contact with the Tribe to inform them of the change in focus. A designee of the Department staff shall notify all affected Tribes and initiate the resolution process. Communication involving all of the potentially affected parties will occur in a timely manner and will be facilitated by the Department.

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### **LONG-TERM AND ONGOING BASIS**

If the Department or any Division establishes any ongoing or long-term advisory committee, commission, or similar body, the Department shall invite meaningful Tribal representation and participation based upon scope and focus of the respective

meeting. A request for Tribal participation will be sent to the Tribal Representative of each Tribe, in writing, of the nature and purpose of the body; and the instructions for submitting designee nomination(s) for committee participation. The Department will defer to the Tribe's determination of whether or not to designate a candidate to serve on the body. The Department will select Tribal representation for committee participation from the Tribal candidate submissions or likewise from the Tribal Social Service Directors Coalition of Michigan if so designated. When the Department is advised by a committee or council created by state statute, executive order, or other mechanism with appointments made by the Governor or other appointing authorities outside of the Department, the Department will give similar notice to each Tribal Representative allowing the opportunity for him or her to identify interest in appointment consideration, unless some other appointing process or authority is mandated. The Department will accept Tribal candidate submissions for committee participation from the Tribal Social Service Directors Coalition of Michigan if so designated.

#### **SHORT-TERM AND AD HOC BODIES**

If the Department or a subunit of a Division establishes any external ad hoc committee or workgroup which affects Tribes or Tribal citizens, the appropriate individual in the Department shall contact the Tribal Representatives that are affected by the work of the committee or workgroup. The contact shall initially be in writing and shall include a description of the nature and purpose of the body, the anticipated outcome, the qualifications of the representative desired, what expenses will be reimbursed, and the time commitment required for serving on the body. The Tribal Representatives, after any necessary consultation, will determine whether or not to submit an individual for selection by the Department to serve on the committee or workgroup; or likewise from the Tribal Social Services Coalition of Michigan if so designated.

#### **APPENDIX A: GLOSSARY**

For purposes of this consultation agreement the following terms and definitions will apply:

Child Welfare: means the system of services and programs for children and families who may have issues related to safety,

special care and treatment, or other assistance designed to assure the well-being of children.

Cultural awareness and sensitivity: means having due knowledge or and regard for the behavior patterns, civilization, customs, arts, beliefs, institutions, and all other achievements and manifestations of human work and thought as expressed in a particular community.

Consultation means a process used to facilitate communication, interaction, and the exchange of views and perspectives between the Department and each of the federally-recognized Tribes in Michigan.

Department means the Michigan Department of Human Services.

Government-to-Government means communication and dealings between sovereign governments, their agencies, and other official entities.

Sovereign means independent of the control of another government or governments.

Tribe or Tribal Government means a sovereign government of an Indian citizens, embracing and occupying lands and territory, and having jurisdiction over same, lying within the geographical boundaries of the State of Michigan, which sovereignty is recognized by the Government of the United States and subject to the Constitution, laws, and treaties of the United States, which also may be known as a federally-recognized Indian Tribe.



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**INTERAGENCY COOPERATIVE YOUTH IN TRANSITION (YIT) (CHAFEE) AGREEMENT  
BETWEEN THE BAY MILLS INDIAN COMMUNITY AND THE MICHIGAN DEPARTMENT  
OF HUMAN SERVICES**

This Memorandum of Understanding (“MOU” or the “Agreement”) is between the Michigan Department of Human Services (DHS) and the Bay Mills Indian Community. Both parties desire to enter into this MOU for the purpose of collaborating to ensure that eligible tribal youth receive Chafee funded goods/services when eligible, needed, and appropriate.

DHS receives federal funding to operate The John H. Chafee Foster Care Independence Act of 1999, under section 477 of the Social Security Act. This includes ensuring that tribal youth have the same access to Chafee funding as non-tribal youth. Bay Mills Indian Community and DHS share an interest in the delivery of Chafee funded goods/services to foster youth supervised by the Bay Mills Indian Community tribal court.

**I. STATEMENT OF  
PURPOSE –  
SHARED VISION**

The Bay Mills Indian Community and DHS acknowledge a common vision that will serve as the foundation of the collaborative relationship established by the two entities:

- The parties agree to the common goal that every eligible tribal youth receives Chafee funding when needed to assist with the transition to adulthood.
- The parties agree to acknowledge and respect the sovereignty of both the Bay Mills Indian Community and the State of Michigan.
- The parties recognize the dual citizenship of Bay Mills Indian Community youth.
- The parties agree that Chafee funding for goods/services will be administered through the Health, Education, and Youth Unit at DHS Central Office.
- The parties agree to promote an effective collaboration between DHS and the Bay Mills Indian Community in order to best provide Chafee funding.

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## II. DEFINITIONS

The following definitions shall apply to this MOU:

Addendum: A supplement to this MOU providing detailed processes and procedures. Addendums may be added as agreed and deemed necessary by the parties. The documents within the addendums can be revised and modified when agreed upon by both parties at any time, as needed.

Chafee Funding: Public Law 106-169, "The John H Chafee Foster Care Independence Act of 1999," amended Part E of title IV of the Social Security Act. The law increased the amount of funding to states to assist with independent living preparation and services. Michigan Chafee funding is to be provided to youth in foster care, ages 14-21, that are supervised by the DHS or the tribal court and meet program eligibility requirements.

Heath, Education and Youth Unit (HEYU): A unit within the Department of Human Services—Permanency Division, under the Children's Services Administration. Chafee funding for tribal youth will be administered through the HEYU Youth In Transition Analyst.

Service Worker Support System (SWSS): The computer database system used by the Department of Human Services. For the purpose of this agreement, tribal youth will need to be entered onto this system to receive services/goods.

Youth In Transition (YIT): Michigan's term for Chafee funding.

## III. JURISDICTION

- A. Nothing in this MOU shall be construed as or deemed to be a waiver of sovereign immunity of the Bay Mills Indian Community or the Michigan Department of Human Services.

## IV. SCOPE OF MOU

The Bay Mills Indian Community and DHS agree all eligible tribal youth should have the opportunity to receive YIT-funded goods/services when needed.

## V. ELIGIBILITY

The following are the eligibility requirements for YIT funding, as stated in DHS foster care policy, FOM 950:

- A. Open foster care case youth: A youth that has an open foster care case under the jurisdiction of the tribal court is YIT-eligible if:
- The youth is between the ages of 14 and 21.
  - The youth is likely to remain in foster care until the age of 18.
- B. Closed foster care case youth: A youth that had an open foster care case under the jurisdiction of the tribal court, whose case is now closed is YIT eligible if:
- The youth was in foster care after his/her 14th birthday.
  - The youth is between the ages of 18-20.

A closed case youth is eligible at age 16 or 17 if:

- The youth left foster care after his/her 16th birthday.
- Prior to case closure, the youth was expected to remain in care until adulthood.
- The requested funding will support the youth through the state of transition to adulthood.
- The requested YIT funds will be used to gain access to goods and services designed to assist the youth:
  - Prepare for, achieve and maintain an independent living situation successfully.
  - Prepare the youth for functional independence; or
  - Ensure the youth's physical, social, economic and psychological needs are met.

The youth, or someone on behalf of the youth, must contact the HEYU-YIT Analyst at 517-373-9219 to access YIT funding.

## **VI. REQUIRED DOCUMENTATION**

The youth must be able to provide the following documents prior to accessing YIT funds:

- Birth certificate.

- Document from the tribal court showing that he/she has a current or past foster care case.
- Documentation of program-eligible expenditure (lease, receipts, estimates, etc.).
- Process and Procedures.

Parties shall work cooperatively to ensure quality service of all YIT-eligible tribal youth as follows:

A. Responsibilities of the Bay Mills Indian Community

- The tribal child welfare worker will educate YIT-eligible youth on this funding resource, or will seek DHS staff to do so.
- When a YIT-eligible youth seeks funding, the tribal child welfare worker will contact the DHS HEYU-YIT Analyst at 517-373-9219.
- The tribal child welfare worker will ensure that youth can provide a birth certificate and documentation of being in foster care so that the HEYU-YIT Analyst is able to provide services.

B. Responsibilities of DHS: Once a youth or tribal child welfare worker contacts the HEYU-YIT Analyst, the following will occur:

- The youth's information will be entered into SWSS. Only information required for YIT purposes will be entered; this is predominantly contact information and proof of YIT eligibility.
- The youth's birth certificate, documentation of being in foster care, and documentation of requested expenditure will be obtained by the HEYU-YIT Analyst.
- The DHS-722, YIT Eligibility Checklist will be completed by the HEYU-YIT Analyst.
- The DHS-4713, Youth Service Profile Report will be completed by the HEYU-YIT Analyst.
- A payment voucher will be completed by the HEYU-YIT Analyst.

- Case Management Disputes.
- The Bay Mills Indian Community and DHS agree to work cooperatively to resolve any disputes regarding the disbursement of YIT funding.

## **IX. PAYMENT AND COLLECTIONS**

All youth under the Bay Mills Indian Community foster care tribal court supervision (those youth that are not under any supervision of DHS) will apply for YIT funding through the HEYU-YIT Analyst at DHS Central Office.

## **X. COMPENSATION**

The services provided from DHS to Bay Mills Indian Community and from Bay Mills Indian Community to DHS under this MOU shall be rendered at no cost to either party unless otherwise specified within a Contract for Services Agreement established and agreed upon by both parties.

## **XI. COMMUNICATION AND TRAINING**

- A. The parties agree to communicate with each other on a regular basis to discuss issues of mutual concern and to mutually resolve any questions or disputes that arise.
- B. Bay Mills Indian Community will provide a contact name to be the recipient of all policy materials regarding YIT or other applicable policy statements.
- C. DHS agrees to invite Bay Mills Indian Community employees to attend YIT/ETV statewide trainings or events of interest to Bay Mills Indian Community employees. Bay Mills Indian Community agrees to invite DHS employees to attend similar meetings or events.

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**XLI.  
CONFIDENTIALITY  
AND SECURITY OF  
INFORMATION –  
SAFEGUARDING**

The parties will maintain the confidentiality of all information concerning recipients of YIT funding and will use the information only for purposes directly connected with administration of the John H. Chafee Foster Care Independence Act of 1999, within the title IV-E section of the Social Security Act.

**XLII. TERM OF THE  
MOU**

The MOU shall commence upon execution of the MOU by both parties. This MOU remains in effect until terminated in writing, upon thirty (30) days written notice by either party.

**XIV. AUTHORIZED  
REPRESENTATIVES**

- A. The authorized representative for the Michigan Department of Human Services is DHS Director, Maura D. Corrigan.
- B. The authorized representative for the Bay Mills Indian Community is the Tribal Council President, Kurt Perron.
- C. The authorized representatives are authorized to sign this MOU.

**XV. REVIEW AND  
MODIFICATION OF  
THE MOU**

This MOU shall be the entire agreement between the parties with regard to YIT funding. This MOU may be amended only with the written consent of the parties.

No modifications to this MOU may violate federal, state, or tribal laws or regulations, or exceed the budget authority of each respective party.

**XVI.  
CONTINGENCIES**

During the term of this MOU, it is understood that each party's participation is contingent on laws authorizing the activities described within this MOU and on the availability of funds to carry out those activities. Either party may terminate this MOU as provided in the Term of the MOU section, if laws are amended, or if funding is reduced to the point that the party, in its sole discretion, determines that continuation of the MOU is no longer permitted or feasible.

**XVII.  
PERFORMANCE  
STANDARDS**

The parties agree to work together to identify methods of evaluating the impact of this MOU on the delivery of YIT-funded goods/services including the use of federal performance standards.

**XVIII. COMPLIANCE**

In carrying out this MOU, the parties agree to comply with the John H. Chafee Foster Care Independence Act of 1999, title IV-E of the Social Security Act, and any other applicable federal regulations, requirements, policies, and laws.

**XIX. MAINTENANCE  
OF RECORDS**

Each party will retain all fiscal and case records relating to this MOU for as long as required under applicable laws and regulations.

**THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS MOU, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN THIS MOU.**

---

**INTERAGENCY COOPERATIVE YOUTH IN TRANSITION (YIT) (CHAFEE) AGREEMENT  
BETWEEN THE SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN AND THE  
MICHIGAN DEPARTMENT OF HUMAN SERVICES**

This Memorandum of Understanding (“MOU” or the “Agreement”) is between the Michigan Department of Human Services (DHS) and the Saginaw Chippewa Indian Tribe of Michigan. Both parties desire to enter into this MOU for the purpose of collaborating to ensure that eligible tribal youth receive Chafee funded goods/services when eligible, needed, and appropriate.

DHS receives federal funding to operate The John H. Chafee Foster Care Independence Act of 1999, under section 477 of the Social Security Act. This includes ensuring that tribal youth have the same access to Chafee funding as non-tribal youth. Saginaw Chippewa Indian Tribe of Michigan and DHS share an interest in the delivery of Chafee funded goods/services to foster youth supervised by the Saginaw Chippewa Indian Tribe of Michigan tribal court.

**I. STATEMENT OF  
PURPOSE –  
SHARED VISION**

The Saginaw Chippewa Indian Tribe of Michigan and DHS acknowledge a common vision that will serve as the foundation of the collaborative relationship established by the two entities:

- The parties agree to the common goal that every eligible tribal youth receives Chafee funding when needed to assist with the transition to adulthood.
- The parties agree to acknowledge and respect the sovereignty of both the Saginaw Chippewa Indian Tribe of Michigan and the State of Michigan.
- The parties recognize the dual citizenship of Saginaw Chippewa Indian Tribe of Michigan youth.
- The parties agree that Chafee funding for goods/services will be administered through the Health, Education, and Youth Unit at DHS Central Office.
- The parties agree to promote an effective collaboration between DHS and the Saginaw Chippewa Indian Tribe of Michigan in order to best provide Chafee funding.



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## II. DEFINITIONS

The following definitions shall apply to this MOU:

Addendum: A supplement to this MOU providing detailed processes and procedures. Addendums may be added as agreed and deemed necessary by the parties. The documents within the addendums can be revised and modified when agreed upon by both parties at any time, as needed.

Chafee Funding: Public Law 106-169, "The John H Chafee Foster Care Independence Act of 1999," amended Part E of title IV of the Social Security Act. The law increased the amount of funding to states to assist with independent living preparation and services. Michigan Chafee funding is to be provided to youth in foster care, ages 14-21, that are supervised by the DHS or the tribal court and meet program eligibility requirements.

Heath, Education and Youth Unit (HEYU): A unit within the Department of Human Services—Permanency Division, under the Children's Services Administration. Chafee funding for tribal youth will be administered through the HEYU Youth In Transition Analyst.

Service Worker Support System (SWSS): The computer database system used by the Department of Human Services. For the purpose of this agreement, tribal youth will need to be entered onto this system to receive services/goods.

Youth In Transition (YIT): Michigan's term for Chafee funding.

## III. JURISDICTION

- A. Nothing in this MOU shall be construed as or deemed to be a waiver of sovereign immunity of the Saginaw Chippewa Indian Tribe of Michigan or the Michigan Department of Human Services.

## IV. SCOPE OF MOU

The Saginaw Chippewa Indian Tribe of Michigan and DHS agree all eligible tribal youth should have the opportunity to receive YIT-funded goods/services when needed.

## V. ELIGIBILITY

The following are the eligibility requirements for YIT funding, as stated in DHS foster care policy, FOM 950:

- A. Open foster care case youth: A youth that has an open foster care case under the jurisdiction of the tribal court is YIT-eligible if:
- The youth is between the ages of 14 and 21.
  - The youth is likely to remain in foster care until the age of 18.
- B. Closed foster care case youth: A youth that had an open foster care case under the jurisdiction of the tribal court, whose case is now closed is YIT eligible if:
- The youth was in foster care after his/her 14th birthday.
  - The youth is between the ages of 18-20.

A closed case youth is eligible at age 16 or 17 if:

- The youth left foster care after his/her 16th birthday.
- Prior to case closure, the youth was expected to remain in care until adulthood.
- The requested funding will support the youth through the state of transition to adulthood.
- The requested YIT funds will be used to gain access to goods and services designed to assist the youth:
  - Prepare for, achieve and maintain an independent living situation successfully.
  - Prepare the youth for functional independence; or
  - Ensure the youth's physical, social, economic and psychological needs are met.

The youth, or someone on behalf of the youth, must contact the HEYU-YIT Analyst at 517-373-9219 to access YIT funding.

## **VI. REQUIRED DOCUMENTATION**

The youth must be able to provide the following documents prior to accessing YIT funds:

- Birth certificate.

- Document from the tribal court showing that he/she has a current or past foster care case.
- Documentation of program-eligible expenditure (lease, receipts, estimates, etc.).
- Process and Procedures.

Parties shall work cooperatively to ensure quality service of all YIT-eligible tribal youth as follows:

A. Responsibilities of the Saginaw Chippewa Indian Tribe of Michigan

- The tribal child welfare worker will educate YIT-eligible youth on this funding resource, or will seek DHS staff to do so.
- When a YIT-eligible youth seeks funding, the tribal child welfare worker will contact the DHS HEYU-YIT Analyst at 517-373-9219.
- The tribal child welfare worker will ensure that youth can provide a birth certificate and documentation of being in foster care so that the HEYU-YIT Analyst is able to provide services.

B. Responsibilities of DHS: Once a youth or tribal child welfare worker contacts the HEYU-YIT Analyst, the following will occur:

- The youth's information will be entered into SWSS. Only information required for YIT purposes will be entered; this is predominantly contact information and proof of YIT eligibility.
- The youth's birth certificate, documentation of being in foster care, and documentation of requested expenditure will be obtained by the HEYU-YIT Analyst.
- The DHS-722, YIT Eligibility Checklist will be completed by the HEYU-YIT Analyst.
- The DHS-4713, Youth Service Profile Report will be completed by the HEYU-YIT Analyst.

- A payment voucher will be completed by the HEYU-YIT Analyst.
- Case Management Disputes.
- The Saginaw Chippewa Indian Tribe of Michigan and DHS agree to work cooperatively to resolve any disputes regarding the disbursement of YIT funding.

## **IX. PAYMENT AND COLLECTIONS**

All youth under the Saginaw Chippewa Indian Tribe of Michigan foster care tribal court supervision (those youth that are not under any supervision of DHS) will apply for YIT funding through the HEYU-YIT Analyst at DHS Central Office.

## **X. COMPENSATION**

The services provided from DHS to Saginaw Chippewa Indian Tribe of Michigan and from Saginaw Chippewa Indian Tribe of Michigan to DHS under this MOU shall be rendered at no cost to either party unless otherwise specified within a Contract for Services Agreement established and agreed upon by both parties.

## **XI. COMMUNICATION AND TRAINING**

- A. The parties agree to communicate with each other on a regular basis to discuss issues of mutual concern and to mutually resolve any questions or disputes that arise.
- B. Saginaw Chippewa Indian Tribe of Michigan will provide a contact name to be the recipient of all policy materials regarding YIT or other applicable policy statements.
- C. DHS agrees to invite Saginaw Chippewa Indian Tribe of Michigan employees to attend YIT/ETV statewide trainings or events of interest to Saginaw Chippewa Indian Tribe of Michigan employees. Saginaw Chippewa Indian Tribe of Michigan agrees to invite DHS employees to attend similar meetings or events.

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**XLI.  
CONFIDENTIALITY  
AND SECURITY OF  
INFORMATION –  
SAFEGUARDING**

The parties will maintain the confidentiality of all information concerning recipients of YIT funding and will use the information only for purposes directly connected with administration of the John H. Chafee Foster Care Independence Act of 1999, within the title IV-E section of the Social Security Act.

**XLII. TERM OF THE  
MOU**

The MOU shall commence upon execution of the MOU by both parties. This MOU remains in effect until terminated in writing, upon thirty (30) days written notice by either party.

**XIV. AUTHORIZED  
REPRESENTATIVES**

- A. The authorized representative for the Michigan Department of Human Services is DHS Director, Maura D. Corrigan.
- B. The authorized representative for the Saginaw Chippewa Indian Tribe of Michigan is the Tribal Chief or Family Services Director.
- C. The authorized representatives are authorized to sign this MOU.

**XV. REVIEW AND  
MODIFICATION OF  
THE MOU**

This MOU shall be the entire agreement between the parties with regard to YIT funding. This MOU may be amended only with the written consent of the parties.

No modifications to this MOU may violate federal, state, or tribal laws or regulations, or exceed the budget authority of each respective party.

**XVI.  
CONTINGENCIES**

During the term of this MOU, it is understood that each party's participation is contingent on laws authorizing the activities described within this MOU and on the availability of funds to carry out those activities. Either party may terminate this MOU as provided in the Term of the MOU section, if laws are amended, or if funding is reduced to the point that the party, in its sole discretion, determines that continuation of the MOU is no longer permitted or feasible.

**XVII.  
PERFORMANCE  
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The parties agree to work together to identify methods of evaluating the impact of this MOU on the delivery of YIT-funded goods/services including the use of federal performance standards.

**XVIII. COMPLIANCE**

In carrying out this MOU, the parties agree to comply with the John H. Chafee Foster Care Independence Act of 1999, title IV-E of the Social Security Act, and any other applicable federal regulations, requirements, policies, and laws.

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**THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS MOU, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN THIS MOU.**

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**INTERAGENCY COOPERATIVE YOUTH IN TRANSITION (YIT) (CHAFEE) AGREEMENT  
BETWEEN THE SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS OF MICHIGAN AND  
THE MICHIGAN DEPARTMENT OF HUMAN SERVICES**

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This Memorandum of Understanding (“MOU” or the “Agreement”) is between the Michigan Department of Human Services (DHS) and the Sault Ste. Marie Tribe of Chippewa Indians of Michigan. Both parties desire to enter into this MOU for the purpose of collaborating to ensure that eligible tribal youth receive Chafee funded goods/services when eligible, needed, and appropriate.

DHS receives federal funding to operate The John H. Chafee Foster Care Independence Act of 1999, under section 477 of the Social Security Act. This includes ensuring that tribal youth have the same access to Chafee funding as non-tribal youth. Sault Ste. Marie Tribe of Chippewa Indians of Michigan and DHS share an interest in the delivery of Chafee funded goods/services to foster youth supervised by the Sault Ste. Marie Tribe of Chippewa Indians of Michigan tribal court.

**I. STATEMENT OF  
PURPOSE –  
SHARED VISION**

The Sault Ste. Marie Tribe of Chippewa Indians of Michigan and DHS acknowledge a common vision that will serve as the foundation of the collaborative relationship established by the two entities:

- The parties agree to the common goal that every eligible tribal youth receives Chafee funding when needed to assist with the transition to adulthood.
- The parties agree to acknowledge and respect the sovereignty of both the Sault Ste. Marie Tribe of Chippewa Indians of Michigan and the State of Michigan.
- The parties recognize the dual citizenship of Sault Ste. Marie Tribe of Chippewa Indians of Michigan youth.
- The parties agree that Chafee funding for goods/services will be administered through the Health, Education, and Youth Unit at DHS Central Office.

- The parties agree to promote an effective collaboration between DHS and the Sault Ste. Marie Tribe of Chippewa Indians of Michigan in order to best provide Chafee funding.

## II. DEFINITIONS

The following definitions shall apply to this MOU:

Addendum: A supplement to this MOU providing detailed processes and procedures. Addendums may be added as agreed and deemed necessary by the parties. The documents within the addendums can be revised and modified when agreed upon by both parties at any time, as needed.

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Service Worker Support System (SWSS): The computer database system used by the Department of Human Services. For the purpose of this agreement, tribal youth will need to be entered onto this system to receive services/goods.

Youth In Transition (YIT): Michigan's term for Chafee funding.

## III. JURISDICTION

- A. Nothing in this MOU shall be construed as or deemed to be a waiver of sovereign immunity of the Sault Ste. Marie Tribe of Chippewa Indians of Michigan or the Michigan Department of Human Services.

## IV. SCOPE OF MOU

The Sault Ste. Marie Tribe of Chippewa Indians of Michigan and DHS agree all eligible tribal youth should have the opportunity to receive YIT-funded goods/services when needed.



**V. ELIGIBILITY**

The following are the eligibility requirements for YIT funding, as stated in DHS foster care policy, FOM 950:

- A. Open foster care case youth: A youth that has an open foster care case under the jurisdiction of the tribal court is YIT-eligible if:
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- The youth left foster care after his/her 16th birthday.
- Prior to case closure, the youth was expected to remain in care until adulthood.
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- The requested YIT funds will be used to gain access to goods and services designed to assist the youth:
  - Prepare for, achieve and maintain an independent living situation successfully.
  - Prepare the youth for functional independence; or
  - Ensure the youth's physical, social, economic and psychological needs are met.

The youth, or someone on behalf of the youth, must contact the HEYU-YIT Analyst at 517-373-9219 to access YIT funding.

**VI. REQUIRED  
DOCUMENTATION**

The youth must be able to provide the following documents prior to accessing YIT funds:

- Birth certificate.
- Document from the tribal court showing that he/she has a current or past foster care case.
- Documentation of program-eligible expenditure (lease, receipts, estimates, etc.).
- Process and Procedures.

Parties shall work cooperatively to ensure quality service of all YIT-eligible tribal youth as follows:

A. Responsibilities of the Sault Ste. Marie Tribe of Chippewa Indians of Michigan

- The tribal child welfare worker will educate YIT-eligible youth on this funding resource, or will seek DHS staff to do so.
- When a YIT-eligible youth seeks funding, the tribal child welfare worker will contact the DHS HEYU-YIT Analyst at 517-373-9219.
- The tribal child welfare worker will ensure that youth can provide a birth certificate and documentation of being in foster care so that the HEYU-YIT Analyst is able to provide services.

B. Responsibilities of DHS: Once a youth or tribal child welfare worker contacts the HEYU-YIT Analyst, the following will occur:

- The youth's information will be entered into SWSS. Only information required for YIT purposes will be entered; this is predominantly contact information and proof of YIT eligibility.
- The youth's birth certificate, documentation of being in foster care, and documentation of requested expenditure will be obtained by the HEYU-YIT Analyst.

- The DHS-722, YIT Eligibility Checklist will be completed by the HEYU-YIT Analyst.
- The DHS-4713, Youth Service Profile Report will be completed by the HEYU-YIT Analyst.
- A payment voucher will be completed by the HEYU-YIT Analyst.
- Case Management Disputes.
- The Sault Ste. Marie Tribe of Chippewa Indians of Michigan and DHS agree to work cooperatively to resolve any disputes regarding the disbursement of YIT funding.

## **IX. PAYMENT AND COLLECTIONS**

All youth under the Sault Ste. Marie Tribe of Chippewa Indians of Michigan foster care tribal court supervision (those youth that are not under any supervision of DHS) will apply for YIT funding through the HEYU-YIT Analyst at DHS Central Office.

## **X. COMPENSATION**

The services provided from DHS to Sault Ste. Marie Tribe of Chippewa Indians of Michigan and from Sault Ste. Marie Tribe of Chippewa Indians of Michigan to DHS under this MOU shall be rendered at no cost to either party unless otherwise specified within a Contract for Services Agreement established and agreed upon by both parties.

## **XI. COMMUNICATION AND TRAINING**

- A. The parties agree to communicate with each other on a regular basis to discuss issues of mutual concern and to mutually resolve any questions or disputes that arise.
- B. Sault Ste. Marie Tribe of Chippewa Indians of Michigan will provide a contact name to be the recipient of all policy materials regarding YIT or other applicable policy statements.
- C. DHS agrees to invite Sault Ste. Marie Tribe of Chippewa Indians of Michigan employees to attend YIT/ETV statewide

trainings or events of interest to Sault Ste. Marie Tribe of Chippewa Indians of Michigan employees. Sault Ste. Marie Tribe of Chippewa Indians of Michigan agrees to invite DHS employees to attend similar meetings or events.

**XLI.  
CONFIDENTIALITY  
AND SECURITY OF  
INFORMATION –  
SAFEGUARDING**

The parties will maintain the confidentiality of all information concerning recipients of YIT funding and will use the information only for purposes directly connected with administration of the John H. Chafee Foster Care Independence Act of 1999, within the title IV-E section of the Social Security Act.

**XLII. TERM OF THE  
MOU**

The MOU shall commence upon execution of the MOU by both parties. This MOU remains in effect until terminated in writing, upon thirty (30) days written notice by either party.

**XIV. AUTHORIZED  
REPRESENTATIVES**

- A. The authorized representative for the Michigan Department of Human Services is DHS Director, Maura D. Corrigan.
- B. The authorized representative for the Sault Ste. Marie Tribe of Chippewa Indians of Michigan is the Anishnabek Community and Family Services Director, Juanita Bye.
- C. The authorized representatives are authorized to sign this MOU.

**XV. REVIEW AND  
MODIFICATION OF  
THE MOU**

This MOU shall be the entire agreement between the parties with regard to YIT funding. This MOU may be amended only with the written consent of the parties.

No modifications to this MOU may violate federal, state, or tribal laws or regulations, or exceed the budget authority of each respective party.

#### **XVI. CONTINGENCIES**

During the term of this MOU, it is understood that each party's participation is contingent on laws authorizing the activities described within this MOU and on the availability of funds to carry out those activities. Either party may terminate this MOU as provided in the Term of the MOU section, if laws are amended, or if funding is reduced to the point that the party, in its sole discretion, determines that continuation of the MOU is no longer permitted or feasible.

#### **XVII. PERFORMANCE STANDARDS**

The parties agree to work together to identify methods of evaluating the impact of this MOU on the delivery of YIT-funded goods/services including the use of federal performance standards.

#### **XVIII. COMPLIANCE**

In carrying out this MOU, the parties agree to comply with the John H. Chafee Foster Care Independence Act of 1999, title IV-E of the Social Security Act, and any other applicable federal regulations, requirements, policies, and laws.

#### **XIX. MAINTENANCE OF RECORDS**

Each party will retain all fiscal and case records relating to this MOU for as long as required under applicable laws and regulations.

**THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS MOU, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN THIS MOU.**

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**INTERAGENCY COOPERATIVE YOUTH IN TRANSITION (YIT) (CHAFEE) AGREEMENT  
BETWEEN THE HANNAHVILLE INDIAN COMMUNITY AND THE MICHIGAN  
DEPARTMENT OF HUMAN SERVICES**

This Memorandum of Understanding (“MOU” or the “Agreement”) is between the Michigan Department of Human Services (DHS) and the Hannahville Indian Community. Both parties desire to enter into this MOU for the purpose of collaborating to ensure that eligible tribal youth receive Chafee funded goods/services when eligible, needed, and appropriate.

DHS receives federal funding to operate The John H. Chafee Foster Care Independence Act of 1999, under section 477 of the Social Security Act. This includes ensuring that tribal youth have the same access to Chafee funding as non-tribal youth. Hannahville Indian Community and DHS share an interest in the delivery of Chafee funded goods/services to foster youth supervised by the Hannahville Indian Community tribal court.

**I. STATEMENT OF  
PURPOSE –  
SHARED VISION**

The Hannahville Indian Community and DHS acknowledge a common vision that will serve as the foundation of the collaborative relationship established by the two entities:

- The parties agree to the common goal that every eligible tribal youth receives Chafee funding when needed to assist with the transition to adulthood.
- The parties agree to acknowledge and respect the sovereignty of both the Hannahville Indian Community and the State of Michigan.
- The parties recognize the dual citizenship of Hannahville Indian Community youth.
- The parties agree that Chafee funding for goods/services will be administered through the Health, Education, and Youth Unit at DHS Central Office.
- The parties agree to promote an effective collaboration between DHS and the Hannahville Indian Community in order to best provide Chafee funding.

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## II. DEFINITIONS

The following definitions shall apply to this MOU:

Addendum: A supplement to this MOU providing detailed processes and procedures. Addendums may be added as agreed and deemed necessary by the parties. The documents within the addendums can be revised and modified when agreed upon by both parties at any time, as needed.

Chafee Funding: Public Law 106-169, "The John H Chafee Foster Care Independence Act of 1999," amended Part E of title IV of the Social Security Act. The law increased the amount of funding to states to assist with independent living preparation and services. Michigan Chafee funding is to be provided to youth in foster care, ages 14-21, that are supervised by the DHS or the tribal court and meet program eligibility requirements.

Heath, Education and Youth Unit (HEYU): A unit within the Department of Human Services—Permanency Division, under the Children's Services Administration. Chafee funding for tribal youth will be administered through the HEYU Youth In Transition Analyst.

Service Worker Support System (SWSS): The computer database system used by the Department of Human Services. For the purpose of this agreement, tribal youth will need to be entered onto this system to receive services/goods.

Youth In Transition (YIT): Michigan's term for Chafee funding.

## III. JURISDICTION

- A. Nothing in this MOU shall be construed as or deemed to be a waiver of sovereign immunity of the Hannahville Indian Community or the Michigan Department of Human Services.

## IV. SCOPE OF MOU

The Hannahville Indian Community and DHS agree all eligible tribal youth should have the opportunity to receive YIT-funded goods/services when needed.

## V. ELIGIBILITY

The following are the eligibility requirements for YIT funding, as stated in DHS foster care policy, FOM 950:

- A. Open foster care case youth: A youth that has an open foster care case under the jurisdiction of the tribal court is YIT-eligible if:
- The youth is between the ages of 14 and 21.
  - The youth is likely to remain in foster care until the age of 18.
- B. Closed foster care case youth: A youth that had an open foster care case under the jurisdiction of the tribal court, whose case is now closed is YIT eligible if:
- The youth was in foster care after his/her 14th birthday.
  - The youth is between the ages of 18-20.

A closed case youth is eligible at age 16 or 17 if:

- The youth left foster care after his/her 16th birthday.
- Prior to case closure, the youth was expected to remain in care until adulthood.
- The requested funding will support the youth through the state of transition to adulthood.
- The requested YIT funds will be used to gain access to goods and services designed to assist the youth:
  - Prepare for, achieve and maintain an independent living situation successfully.
  - Prepare the youth for functional independence; or
  - Ensure the youth's physical, social, economic and psychological needs are met.

The youth, or someone on behalf of the youth, must contact the HEYU-YIT Analyst at 517-373-9219 to access YIT funding.

## VI. REQUIRED DOCUMENTATION

The youth must be able to provide the following documents prior to accessing YIT funds:

- Birth certificate.



- Document from the tribal court showing that he/she has a current or past foster care case.
- Documentation of program-eligible expenditure (lease, receipts, estimates, etc.).
- Process and Procedures.

Parties shall work cooperatively to ensure quality service of all YIT-eligible tribal youth as follows:

A. Responsibilities of the Hannahville Indian Community

- The tribal child welfare worker will educate YIT-eligible youth on this funding resource, or will seek DHS staff to do so.
- When a YIT-eligible youth seeks funding, the tribal child welfare worker will contact the DHS HEYU-YIT Analyst at 517-373-9219.
- The tribal child welfare worker will ensure that youth can provide a birth certificate and documentation of being in foster care so that the HEYU-YIT Analyst is able to provide services.

B. Responsibilities of DHS: Once a youth or tribal child welfare worker contacts the HEYU-YIT Analyst, the following will occur:

- The youth's information will be entered into SWSS. Only information required for YIT purposes will be entered; this is predominantly contact information and proof of YIT eligibility.
- The youth's birth certificate, documentation of being in foster care, and documentation of requested expenditure will be obtained by the HEYU-YIT Analyst.
- The DHS-722, YIT Eligibility Checklist will be completed by the HEYU-YIT Analyst.
- The DHS-4713, Youth Service Profile Report will be completed by the HEYU-YIT Analyst.
- A payment voucher will be completed by the HEYU-YIT Analyst.

- Case Management Disputes.
- The Hannahville Indian Community and DHS agree to work cooperatively to resolve any disputes regarding the disbursement of YIT funding.

**IX. PAYMENT AND  
COLLECTIONS**

All youth under the Hannahville Indian Community foster care tribal court supervision (those youth that are not under any supervision of DHS) will apply for YIT funding through the HEYU-YIT Analyst at DHS Central Office.

**X. COMPENSATION**

The services provided from DHS to Hannahville Indian Community and from Hannahville Indian Community to DHS under this MOU shall be rendered at no cost to either party unless otherwise specified within a Contract for Services Agreement established and agreed upon by both parties.

**XI.  
COMMUNICATION  
AND TRAINING**

- A. The parties agree to communicate with each other on a regular basis to discuss issues of mutual concern and to mutually resolve any questions or disputes that arise.
- B. Hannahville Indian Community will provide a contact name to be the recipient of all policy materials regarding YIT or other applicable policy statements.
- C. DHS agrees to invite Hannahville Indian Community employees to attend YIT/ETV statewide trainings or events of interest to Hannahville Indian Community employees. Hannahville Indian Community agrees to invite DHS employees to attend similar meetings or events.

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**XLI.  
CONFIDENTIALITY  
AND SECURITY OF  
INFORMATION –  
SAFEGUARDING**

The parties will maintain the confidentiality of all information concerning recipients of YIT funding and will use the information only for purposes directly connected with administration of the John H. Chafee Foster Care Independence Act of 1999, within the title IV-E section of the Social Security Act.

**XLII. TERM OF THE  
MOU**

The MOU shall commence upon execution of the MOU by both parties. This MOU remains in effect until terminated in writing, upon thirty (30) days written notice by either party.

**XIV. AUTHORIZED  
REPRESENTATIVES**

- A. The authorized representative for the Michigan Department of Human Services is DHS Director, Maura D. Corrigan.
- B. The authorized representative for the Hannahville Indian Community is the Tribal Council Chairperson or Tribal Social Services Manager.
- C. The authorized representatives are authorized to sign this MOU.

**XV. REVIEW AND  
MODIFICATION OF  
THE MOU**

This MOU shall be the entire agreement between the parties with regard to YIT funding. This MOU may be amended only with the written consent of the parties.

No modifications to this MOU may violate federal, state, or tribal laws or regulations, or exceed the budget authority of each respective party.

**XVI.  
CONTINGENCIES**

During the term of this MOU, it is understood that each party's participation is contingent on laws authorizing the activities described within this MOU and on the availability of funds to carry out those activities. Either party may terminate this MOU as provided in the Term of the MOU section, if laws are amended, or if funding is reduced to the point that the party, in its sole discretion, determines that continuation of the MOU is no longer permitted or feasible.

**XVII.  
PERFORMANCE  
STANDARDS**

The parties agree to work together to identify methods of evaluating the impact of this MOU on the delivery of YIT-funded goods/services including the use of federal performance standards.

**XVIII. COMPLIANCE**

In carrying out this MOU, the parties agree to comply with the John H. Chafee Foster Care Independence Act of 1999, title IV-E of the Social Security Act, and any other applicable federal regulations, requirements, policies, and laws.

**XIX. MAINTENANCE  
OF RECORDS**

Each party will retain all fiscal and case records relating to this MOU for as long as required under applicable laws and regulations.

**THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS MOU, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN THIS MOU.**

**MEMORANDUM OF  
UNDERSTANDING  
BETWEEN  
LAC VIEUX DESERT  
TRIBE AND  
GOGEBIC/  
ONTONAGON  
COUNTY FAMILY  
INDEPENDENCE  
AGENCY**

The purpose of this Memorandum of Understanding, is to clarify expectations and rules when Protective Service Workers from the Gogebic/Ontonagon County Family Independence Agency (FIA) are acting on behalf of the Tribe and under the Agreement between the Michigan Department of Social Services (now Michigan Family Independence Agency) and Lac Vieux Desert (LVD) Indian Community. A copy of said Agreement is attached.

The Gogebic/Ontonagon County FIA workers, when assessing Protective Services Intake reports for Tribal families on LVD trust land, will:

1. Refer the information immediately to LVD Tribal P.S. by calling:
  - a. Dee Dee McGeshick, LVD Social Service Director at:  
906-358-4940 (Work)  
  
906-366-7007 (Cell)  
  
906-358-0105 (Home)  
  
If unable to reach Dee Dee McGeshick, then call Cheryl Bergquist, Tribal P.S. Worker at:  
  
906-358-4940 (Work)  
  
906-932-3568 (Home)
2. If unable to reach either LVD Social Service Director or P.S. Worker, Gogebic/Ontonagon FIA P.S. Workers will:
  - a. Inform LVD Tribal Police of the P.S. Intake Report,

- b. If assigned for investigation or LVD Social Service Director requests Gogebic/Ontonagon FIA to investigate, Tribal Police will be briefed and requested to be physically present when all contacts are made by Gogebic/Ontonagon P.S. Workers on LVD trust land.
3. LVD Tribal Social Services will update contact phone numbers in writing to Gogebic/Ontonagon County FIA as needed.
4. Gogebic/Ontonagon FIA will continue to give LVD Tribal PS copies of any and all intake and investigation documentation.

**INDIAN CHILD WELFARE ACT AGREEMENT  
BETWEEN  
THE SAGINAW CHIPPEWA INDIAN TRIBE OF MICHIGAN TRIBE OF MICHIGAN  
AND  
THE MICHIGAN DEPARTMENT OF HUMAN SERVICES**

This Indian Child Welfare Act Agreement (the “Agreement”) is made by and between the Saginaw Chippewa Indian Tribe of Michigan (“SCIT” or “the Tribe”), a federally recognized Indian Tribe, and the Michigan Department of Human Services (“DHS” or the “Department”), collectively, the “Parties”.

The Department and the SCIT enter into this Agreement to further the national policy declared in 25 U.S.C. §1902. to protect the best interest of Indian Children and promote the stability and security of Indian Tribes and families. The Act expressly authorizes the states and Indian Tribes to enter into agreements concerning the care and custody of the Indian Children (defined below) and jurisdiction over Child-Custody Proceedings (defined below) involving Indian Children. See 25 U.S.C. § 1919.

The Tribe is further authorized under Tribal Law to enter into this Agreement pursuant to Articles VI (1)(a), (i), (j), (n), and (o) of its Amended Constitution and By-laws (approved Nov. 4, 1986).

Under the laws of the State of Michigan, DHS has the authority and responsibility to support and strengthen the integrity of families and to protect and contribute to the welfare of children of the State through a comprehensive and coordinated program of the public child welfare services. See Mich. Comp. Laws §§ 722.621, *et seq.*; 722.1104; *In re Morgan*, 140 Mich. App. 594,601-05,364 N.W. 2d 754,757-59 (1985) (the Indian child Welfare Act trumps state law in child protection proceedings).

**PART I.  
INTRODUCTION**

**A. History**

Public Law 95-608, the federal Indian Child Welfare Act of 1978, codified at 25 U.S.C. §§ 1901 *et seq.* (the “Act”), was passed to remedy the problem of disproportionately large number of Indian Children being placed out of their homes. The law recognized “that there is no resource....more vital to the continued existence and integrity of Indian Tribes than their children” and that there had

been failure by non-Indian agencies “to recognize the essential tribal relations of Indian people and the culture and social standards prevailing in Indian communities and families.” 25 U.S.C § 1901. In passing the Act, Congress stated:

It is the policy of this Nation to protect the best interest of Indian children and to promote the stability and security of Indian Tribes and families by the established of minimum Federal standards for the removal of Indian children from their families and the placement of such children in foster or adoptive homes which will reflect the unique values of Indian culture, and by providing for assistance to Indian Tribes in the operations of children and family services programs.

25 U.S.C § 1902.

The Act applies specifically to the provisions of the child-welfare services to Indian Children. Indian children are also entitled to all rights granted other children under any other federal or state law when those rights are not in conflict with federal law. The Act takes precedence over all state laws and other federal law that provides a higher standard of protection for the rights of the Parent(s) or Indian Custodian(s) (defined below) is permissible under the Act. See 25 U.S.C. § 1921; see also Mich. Comp. Laws § 722.1104 (recognizing supremacy of the act). The goal of the Act is to ensure that Indian Children remain with their Parents whenever possible. If that is not possible, then a placement must still fall within the Act’s placement preferences, which are designed to keep Indian Children within their extended families and tribes.

The Act is in the line with overall federal Indian policy. The United States Supreme Court has determined that distinct congressional treatment of Indians is not a prohibited racial classification. Differential treatment of Indians under congressional acts is allowed by the “special relationship” that the federal government has established with Indian Tribes. This special relationship derives from the separate constitutional status of Indian Tribes under the United States Constitution. See *Morton v. Holyfield*, 417 U.S. 535,551-554 (1974). See also *Mississippi Band of Choctaw Indians v. Holyfield*, 490 U.S. 30 (1989).



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**B. Purpose**

The purpose of this Agreement is to protect the long-term best interest of Indian Children and their families by maintaining the integrity of the tribal family, Extended Family (defined below), and an Indian Child's tribal relationship. The Parties' intent in entering into this Agreement is to strengthen implementation of the letter, spirit, and intent of the Act. The Parties further intend to ensure that any Departmental regulations, directives, policies, manuals, or instructions are applied consistently with the terms of this Agreement and the Act. This Agreement must be construed to achieve a result consistent with the policy and intent of the Act and the following policies:

1. Indian Children should be kept with their families;
2. Indian Children who must be removed from their homes should be placed within their own Extended Families and tribe(s); and
3. The Department will follow the tribal order of placement preferences consistent with 25 U.S.C. § 1915.

Any ambiguity on the agreement must be resolved in favor of a result that is most consistent with these policies.

**C. No Alteration of  
the Act;  
Relationship to  
Michigan Court  
Rules**

This Agreement does not alter the Act. To the extent that any aspect of this Agreement is ever construed to limit the protections of the Act, the Act controls. To the extent that this Agreement affords greater protection than the Act, this Agreement controls: "[i]n any case where State or Federal Law applicable to a Child-Custody Proceedings under State or Federal law provides a higher standard of protection to the rights of the parent or Indian Custodian of an Indian child that the rights provided under this subchapter, the State or Federal court shall apply the State or Federal standard." 25 U.S.C § 1921.

If the applicable Michigan Court Rule regarding the Act change at any time after the Parties enter into this Agreement, the Rules are incorporated into this Agreement only to the extent that they do not conflict with this Agreement. If any conflict arises between the Rules and this Agreement; this Agreement controls.

**PART II.  
DEFINITIONS**

All terms used in this Agreement should be used in this Agreement as they are defined in the Act unless this Agreement states otherwise. The following definitions will apply to this Agreement unless the definition in this Agreement is inconsistent with the Act:

- A. "Acknowledge" means any action on the part of an unwed father to hold himself out as the biological father of an Indian Child (defined below). "Acknowledged father" also means a father as defined by tribal law and custom. The Act and this definition do not require acknowledgement of paternity as defined under State law, including under Mich. Comp. Laws §§ 722.1001 *et seq.*
- B. "Active Efforts" means a rigorous and concerted level of case work that uses the prevailing social and cultural values, conditions, and way of life of the Indian Child's tribe (defined below) to preserve the child's family and to prevent an out-of-home placement of an Indian Child wherever possible, and if out-of-home placement occurs, to return that child to the child's family at the earliest time possible.

Active Efforts requires a higher, more intensive, and prolonged standard of effort than the "reasonable efforts" standard found in Mich. Ct. R. 3.965(D). "Reasonable efforts" are those rationally calculated to attempt to prevent removal, and are not required in all cases. All Indian Child-Custody Proceedings require Active Efforts to be made.

Active Efforts require acknowledging traditional helping and healing systems of an Indian Child's Tribe and using these systems as the core to help and to heal the Indian Child and family. See 25 U.S.C. § 1912(d); Bureau of Indian Affairs ("BIA") Guidelines. 44 Fed. Reg. 67,584, 67,595 at D.2 (Nov. 26, 1979).

Active efforts are required throughout the county DHS office's involvement with the family. Where a county DHS office is not involved in a particular Child-Custody Proceeding, and the proceeding is not a voluntary placement as defined in the Act, Active Efforts must be both made and funded by the party seeking to effect an out-of-home placement (such as in a third-party custody action).

The Parties identify the following examples of potential Active Efforts:

1. Notifying SCIT of a case, requesting SCIT's involvement to participate in the case at the earliest point possible, and actively soliciting SCIT's advice throughout the case.
2. Requesting that a Tribally designated representative with substantial knowledge of prevailing social cultural standards and child-rearing practices within the Tribal community evaluate the family circumstances and assist in the development of Case Plan that uses SCIT and other Indian community resources.
3. Providing the family with specific services and access to both SCIT and non-SCIT services including, but not limited to, financial assistance, food, housing, health care, and transportation when needed. DHS will provide these services in an ongoing manner throughout the case to directly assist the family.
4. Arranging visitation (including, whenever possible, transportation assistance such as providing bus passes or coordination with other low-income transportation assistance programs) that will take place, whenever possible, in the home of the Parent(s), Indian Custodian(s) (defined below), other family members, or other appropriate setting (using any institutional or DHS office setting only after consultation with SCIT and as a last resort or where necessary to accomplish court-ordered supervision) to keep the child in close contact with Parent(s), siblings, and other relatives, regardless of their age, and to allow the child and those with whom the child is visiting to have natural and unsupervised interaction whenever consistent with protecting the child's safety. When the child's safety requires supervised visitation, DHS will consult with a SCIT representative to determine and arrange the most nature setting that ensures the child's safety.
5. Consulting with SCIT about the availability of SCIT support for the family, including traditional and customary practices, as well as other existing tribal services, and using these tribally based family –preservation and reunification services whenever available. If no tribally based services are available, that Parent(s), Indian Custodian(s), and children will be referred to other Indian agencies for services.
6. Consulting with Extended Family members (defined below) for help and guidance, and using them as resources for the child. If there is difficulty working with the family, seeking assistance

- from an agency, including ACFS, with expertise in working with Indians families.
7. Using available SCIT, other Indian agency, and state resources that exist and that are appropriate for the child and family.
  8. Providing services to Extended Family Members to allow them to be considered for placement of the child.
- C. "Adoptive Placement" means "the permanent placement of an Indian Child for adoption, including any action resulting in a final decree of adoption." 25 U.S.C. § 1903.
- D. "Agreement compliance Contact" means either a person designated by SCIT or a person designated by the Department to represent each respective entity as a liaison between the Parties to implement this Agreement.
- E. "Anishnaabeg Child and Family Services" or "ACFS" means SCIT Social Services agency, SCIT's counterpart to DHS.
- F. "Best Interests of an Indian child" means compliance with and recognition of the importance and immediacy of family preservation and using tribal ways and strengths to preserve and maintain an Indian Child's family. The best Interests of an Indian Child will support that child's sense of belonging to family, Extended Family, clan, and tribe. Best Interests of an Indian Child are interwoven with the best interest of the Indian's Child's Tribe. Best Interests must be informed by an understanding of the damage that is suffered by Indian Children if a family and Child's tribal identity is denied or if the child is not allowed contact with her or his family and tribe. Congress has not imposed a "best interest" test as a requirement for Indian Child-Custody Proceedings, state "best interests" standards that are applied in circumstances involving non-Indian children are different that Best Interest of an Indian Child, and state "best interest" standards do not control either this Agreement or Indian Child-Custody Proceedings. See BIA Guidelines, 44 Fed. 67, 584,67, 592 at D.3. (Nov.26,1979); Mississippi Band of Choctaw Indians, 490 U.S. 30,43-47 (1989).
- G. "BIA" stands for the Bureau of Indian Affairs.
- H. "Case Plan" means a written plan prepared by the county DHS office jointly with the Parents(s), Indian custodian or guardian of the child, the Indian child's Tribe, and where appropriate, the Indian Child, and in consultation with the guardian ad litem and

the child's foster-care providers or representative of the residential facility where the child is placed. If the child is in placement solely or in part due to the child's emotional disturbance, the child's mental-health provider will also participate in preparing the Case Plan. The focus of the Case Plan will be on family preservation and elimination of the issues underlying the Child-Custody Proceeding (defined below).

- I. "Child-Custody Proceeding" means the following:
1. "Foster-Care Placement," which means any action removing an Indian Child from her or his parent or Indian Custodian for temporary placement in a foster home or institution or the home of a guardian or conservator where the parent or Indian Custodian cannot have the child returned upon demand, but where parental rights have not been terminated;
  2. "Termination of Parental Rights" which means any action resulting in the termination of the parent-child relationship;
  3. "Pre-adoptive Placement," which means the temporary placement of an Indian Child in a foster home or institution after the termination of parental rights, but prior to or lieu of adoptive placement; or
  4. "Adoptive Placement," which means the permanent placement of an Indian Child for Adoption, including any action resulting in a final decree of adoption.

Child-Custody Proceeding does not include placement based on an act which, if committed by an adult, would be deemed a crime or based upon divorce-proceeding award of custody to one of the parents. 25 U.S.C § 1903(1). See *also* Mich. Comp. Laws §§ 722.21 *et seq.*

Child-Custody Proceeding includes placement based on juvenile status offenses. See Mich. Comp. Laws §§ 712.A.2(a)-(4). Child-Custody Proceeding also includes any third-party custody or *de facto* custody where custody of the Indian Child may be transferred to any individual other than the Indian's Child's Parent.

- J. "Data" means all records, files, (including microfilm or computer files), case notes, and all other information regarding the Indian Child, regardless of whether such files containing the information are opened or closed.

- K. "Department of Human Services," "the Department," or "DHS" means that state agency with ultimate responsibility for the provisions of state child-welfare services that has met the compliance requirements under P.L. 96-272 (the Adoption Assistance and Child Welfare Act of 1980) and received certification by the federal government.
- L. "Descendant Child" means a child who has Indian ancestry but who is not eligible for enrollment in a tribe or whose eligibility for enrollment cannot be determined.
- M. "Domicile" means a person's true, permanent home, or the place to which the person intends to return even though he or she actually resides elsewhere. For adults, Domicile is established by the adult's physical presence in a place and the adult's state of mind concerning her or his intent to remain in that place. Because most minors are legally incapable of forming the requisite intent to establish a domicile, their Domicile is determined by that of that of the custodial Parent. On occasion, a child's Domicile is in a place where the child has never been. "Domicile" is not necessarily the same as "residence," and a person can reside in one place but be domicile in another. *See Mississippi Band of Choctaw Indians*, 490 U.S. 30, 48-53 (1989).
- N. "Emergency" means a condition caused by the action or inaction by an Indian Child's Parent or Indian Custodian that puts the child at risk of imminent physical damage or harm, as contemplated in 25 U.S.C. § 1922. An Emergency ends after the immediate risk has passed: "[t]he State authority official or agency involved shall insure that the emergency removal or placement terminates immediately when such removal or placement is no longer necessary to prevent imminent physical damage or harm to the child and shall expeditiously initiate a child custody proceeding subject to the provision of this subchapter transfer the child to the jurisdiction of the appropriate Indian Tribe or restore the child to the parent or Indian Custodian, as may be appropriate." 25 U.S.C. § 1922. The Parties must follow the BIA guidelines regarding emergency removals and improper removals. *See BIA Guidelines*, 44 Fed. Reg. 67,584 at B.7-B.8.
- O. "Extended Family Member" "shall be defined by the law or custom of the Indian's Child's tribe or, in the absence of such law or custom, shall be a person who has reached the age of eighteen and who is the Indian Child's grandparent, aunt or

uncle, brother or sister, brother-in-law or sister-in-law, niece or nephew, first or second cousin or stepparent.” 25 U.S.C. § 1903(2).

- P. “Foster Care Placement” is defined above in Child-Custody Proceeding. See 25 U.S.C. § 1903(l)(i). Foster Care Placement includes all initial and subsequent actions surrounding such a removal. See *a/so* BIA Guidelines, 44 Fed. Reg. 68,584 at D.1-D.4.
- Q. “Good Cause Not to Follow the Placement Preferences: means, for the purposes of Foster Care, Pre-adoptive, or Adoptive Placement, or other permanency placements, a court’s determination that there is good cause not to follow the order of preference set out in the Act. Such determination should be limited to those cases where a court finds that one or more of the following considerations is present:
1. A competent biological parent(s) or child (when the child is 13 or older) requests that the court decline to follow the Placement Preferences, but is the sole basis for the preference of the parent or child is to avoid application of the Act, there is not Good Causes Not to Follow the Placement Preference, and the court should reject the request;
  2. Expert testimony establishes that the child’s extraordinary physical or emotional needs require highly specialized treatment services; or
  3. A diligent search, consistent with Active Efforts, for families meeting the preference criteria discloses no suitable families for placement that meet the Placement Preference. If this circumstance occurs, SCIT will assist DHS to locate a suitable family for placement.

See *generally* BIA Guidelines, 44 Fed. Reg. 67,584. 67.595 at F.3.

Bonding or attachment with a foster family alone, without the existence of any of the above conditions, is generally not “good cause” to keep an Indian Child in a lower preference or non-preference home.

- R. “Good Cause Not to Transfer Jurisdiction to Tribal Court: has the meaning set forth below in Part III.I Titled “Transfer to Tribal Courts.”

- S. "ICWA" or "the Act" means the Indian Child Welfare Act, U.S.C. §§ 1901-63.
- T. "Imminent Physical Damage or Harm" means a threat of immediate physical injury.
- U. "Indian" "means any person who is a member of an Indian Tribe, or who is an Alaskan Native and a member of a Regional Corporation as defined in the [the Alaskan Native Claims Settlement Act, 43 U.S.C. § 1606]." 25 U.S.C. § 1903(3); see also Mich. Ct. R 3.002.
- V. "Indian Child" "means an unmarried person who is under age eighteen and is either (a) a member of an Indian Tribe or (b)...eligible for membership in a Indian tribe and is the biological child of a members of an Indian tribe..." 25 U.S.C. § 1903 (4). A termination of parental rights does not sever the child's membership or eligibility for membership in a tribe or the Child's other rights as an Indian. This statutory definition of an Indian Child applies without exception in any Child-Custody Proceeding. A tribes' determination that a child is a member or eligible for membership in the tribe is conclusive. See BIA Guidelines, 44 Fed. Reg. No. 228, 67,584, 67,586 (Nov. 26, 1979); *In re I.E.M.*, 233 Mich. App. 438, 445-48, 592N.W.2d 751, 755-57(1999); *In re S.N.R.*, 617 N.W.2d 77,84 (Minn. Ct. App. 2000).

The applicability of the Act to a Child-Custody Proceeding in no way depends upon whether an Indian child is part of an "existing" Indian family or upon the level of contact a child has with the child's Indian Tribe, reservation, society, or off-reservation community. The Parties expressly reject any application of the minority judicial rule recognized as the "Existing Indian Family Exception" *Accord In re Elliott*, 218 Mich. App. 196, 201-08,554 N.W.2d 32, 34-37 (1996).

- W. "Indian Child's Tribe" "means (a) the Indian tribe in which an Indian child is a member or eligible for membership or (b), in the case of an Indian child who is a member of a eligible for membership in more than one tribe, the Indian tribe with which the Indian child has the more significant contacts..." 25 U.S.C. § 1903(5). If an Indian Child is a member of or is eligible for membership in more than one tribe, the determination of the child's tribe must be made by the respective tribes with whom the child is a member of or eligible for membership. A court may only designate the child's tribe if the respective tribes



cannot timely make the determination in the context of the Child-custody Proceeding or if a dispute exists between the tribes. In such a circumstance, the Court should designate the tribe with which the child has more significant contact as the child's tribe. A state court has no authority to bind a tribe to enrollment determination, or to compel a tribe to enroll any child. Such a determination does not prohibit any other interested tribes from participating in a Child-Custody Proceeding. Any such participating tribes must be served with all notices and filings in the Child-Custody Proceeding.

- X. "Indian Child Welfare Act Contact Person" means the person designated by SCIT to receive formal notices regarding Child-Custody Proceedings involving SCIT Children or SCIT Descendent Children. Unless SCIT provides different contact information, all inquiries to SCIT in connection with any Indian Child-Custody Proceedings should be directed to: Director of Anishnaabeg Child and Family Services, 7070 E. Broadway, Mt. Pleasant, Michigan 48858.
- Y. "Indian Custodian" "means any Indian person who has legal custody of an Indian under tribal law or custom or under state law or to whom temporary physical care, custody, and control has been transferred by the parent of such child." 25 U.S.C. § 1903(6).
- Z. "Indian Tribe" means "any Indian tribe, band, nation, or other organization group or community of Indians recognized as eligible for the services provided to Indians by the Secretary because of their status as Indians, including any Alaska Native village as defined in [43 U.S.C § 1602©]." 25 U.S.C. § 1903(8).
- AA. "Isabella Indian Reservation" or "Isabella Reservation" has the meaning specified in the Order for Judgment entered by the United States District Court for the Eastern District of Michigan in *Saginaw Chippewa Indian Tribe of Michigan v. Granholm, et al.*, Case No. 05-10296-BC.
- BB. "Legal Custody" means the legally enforceable duty, responsibility, and authority to provide care and control of a child as interpreted by the State Court (defined below) or Tribal Court (defined below) when transferring legal responsibility for care from a Parent, Indian Custodian, or legal guardian to DHS, a court services agency, or individual pursuant to a court order.

- CC. "Parent" "means a biological parent or parents of an Indian child or any Indian person who has lawfully adopted an Indian child, including adoptions under tribal law or custom. It does not include an unmarried father where paternity has not been acknowledged or established..." 25 U.S.C. § 1903(9). An Indian Child may have a Parent who is not him-or herself Indian, but the Act nevertheless applies to the family.
- DD. "Permanency Planning for Indian children" means a process that is designated to help Indian Children live in their own families as defined by the Act. This process should offer continuity of relationships with nurturing parents, Extended Family regardless of age, and tribal caregivers. This process is designated to provide the child an opportunity to develop and maintain lifetime familial relationships. When a Indian Child is unable to live with her or his own parents or Indian Custodians, permanency planning may include transfer of permanent legal custody to a relative, long-term foster care, customary/cultural adoptions, or adoptions in State Court. Customary/cultural adoptions include traditional adoptions recognized by tribal practice, custom, or tradition. Nevertheless, the Parties acknowledge that the traditions, customs, and values of many tribes do not accept actions intended to terminate parental rights or other actions that can effect a severing of the parent/child relationship. The Parties acknowledge that all permanency options had the potential to extinguish the relationship between the parent and the child.
- EE. "Placement Preferences" means an Indian Child's Tribe' order of out-of-home placements preferences:
- (a) Adoptive placements; preferences

In any adoptive placement of an Indian child under State Law, a preference shall be given, in the absence of good cause to the contrary, to a placement with (1) a member of the child's extended family; (2) other members of the Indian Child's tribe, or (3) other Indian families.
  - (b) Foster care or pre-adoptive placements; criteria' preferences

Any child accepted for Foster Care or Pre-adoptive Placement shall be placed in the least restrictive setting which most approximates a family and in

which her or his special needs, if any, may be met. The child shall also be placed within reasonable proximity to her or his home, taking into account any special needs of child. In any foster care or pre-adoptive placement, a preference shall be given, in the absence of good cause to the contrary, to a placement with:

- (i) a member of the Indian Child's extended family;
- (ii) a foster home licensed, approved, or specific by the Indian child's tribe;
- (iii) an Indian foster home licensed or approved by an authorized non-Indian licensing authority; and
- (iv) an institution for children approved by an Indian tribe or operated by an Indian organization which has a program suitable to meet the Indian Child's needs.

25 U.S.C. § 1915.

SCIT follows the Act's Placement Preferences. An out-of-home placement of an Indian Child with her or his siblings or half siblings in a non-relative, non-Indian home does not meet the Act's placement preference requirements. This type of placement does not constitute a placement with "family" or with "relatives." The child's family, relatives, or kinship relationships must be determined with reference to the Parent(s) and/or Indian Custodian(s), and not with reference to other children in the placement home.

FF. "Pre-adoptive Placement" is defined above in Child-Custody Proceeding. See 25 U.S.C § 1903 (l)(iii).

GG. "Qualified Expert Witness" refers to the witness required by the Act 25 U.S.C. §§ 1912(e) and (f). The Act states that "[n]o Foster Care Placement may be ordered" without "a determination, supported by clear and convincing evidence, including testimony of a qualified expert witness that the continued custody of the child by the parent or Indian Custodian is likely to result in serious emotional or physical damage to the child." 25 U.S.C § 1912(e). See also BIA Guidelines, 44 Fed. Reg. 67, 584 at D.3 (definition of "clear and convincing evidence"). Likewise, "[n]o termination of parental rights may be ordered" without "a determination, supported by evidence beyond a reasonable doubt, including

testimony of qualified expert witnesses that the continued custody of the child by the parent or Indian Custodian is likely to result in serious emotional or physical damage to the child.” 25 U.S.C § 1912(f).

No court may hold a hearing for which the Act requires the testimony of a Qualified Expert Witness without such testimony.

- HH. “Reservation” “means Indian country as defined in [18 U.S.C § 1151] and any lands, not covered under such section, title to which is either held by the United States in trust for the benefit of any Indian Tribe or individual subject to a restriction by the United States against alienation.” 25 U.S.C. § 1903(10).
- II. “Residence” means that place where a person currently lives or has established a place of abode; provided that, if the law or custom of the Indian Child’s Tribe defined this term differently, then the tribal definition control.
- JJ. “SCIT Child” means a child who is either enrolled or eligible for enrollment in SCIT.
- KK. “SCIT Descendant child” means a child who has SCIT ancestry but who is not eligible for enrollment in SCIT or whose eligibility cannot be determined.
- LL. “SCIT Tribal Court” means SCIT’s Tribal Court, including trial and appellate levels.
- MM. “Secretary” means “the Secretary of the Interior.” 25 U.S.C. § 1903(11).
- NN. “State” means the State of Michigan.
- OO. “State Court” means any juvenile or family court of the State of Michigan that has jurisdiction over a Child-Custody Proceeding.
- PP. “Termination of Parental Rights” or “TPR” is defined above in Child-Custody Proceedings. See 25 U.S.C § 1903(l)(9)(ii). “No termination of parental rights may be order in such proceeding in the absence of a determination, supported by evidence beyond a reasonable doubt, including testimony of qualified expert witnesses, that the continued custody of the child by the parent or Indian Custodian is likely to result in serious emotional or physical damage to the child” 25 U.S.C. § 1912(f).

See also BIA Guidelines, 44 Fed. Reg. 67, 584 at D1-D.4. In addition, the petitioner must prove beyond a reasonable doubt one or more grounds for termination of parental rights pursuant to state statute. See Mich. Ct. R. 3.977. Termination of parental rights includes any voluntary or involuntary actions as part of a stepparent adoption and an adoption consent. See 25 U.S.C § 1913; Mich. Comp. Laws §§ 710.21 *et seq.* (state adoption code).

QQ. "Tribal Court" means "a court with jurisdiction over child custody proceeding and which is either Court of Indian Offense, a court established and operated under the code or custom of an Indian Tribe, or any other administrative body of a tribe which is vested with authority over child custody proceedings." 25 U.S.C. § 1903(12).

RR. "Tribal Representative" means a tribe's designated representative in connection with a Child-Custody Proceeding or investigation. A Tribe may designate a single person as both a Tribal Representative and a tribal Qualified Expert Witness, and that person may participate in a Child-custody Proceeding in either or both capacities.

SS. "Tribal Social Services Agency" means a tribal program or a tribe's agent, however named, with responsibility for provision of social services to Indian families and children.

TT. "Voluntary Foster-Care Placement" means Foster Care Placement away from the home of the Parent, Indian Custodian, or legal guardian, but where a Parent may have the child returned upon demand. The following requirements apply to Voluntary Foster Care Placements:

Where any parent or Indian Custodian voluntarily consents to a Foster-Care Placement or to termination of parental rights, such consent shall not be valid unless executed in writing and recorded before a judge of a court competent jurisdiction and accompanied by the presiding judge's certificate that the terms and consequences of the consent were fully explained in detail and fully understood by the parent or Indian Custodian. The court shall also certify that either the parent or Indian Custodian fully understood the explanation in English or that it was interpreted into a language that the parent or Indian Custodian understood. Any consent given prior to, or within ten days after, birth of the Indian child shall not be valid.

## 25 U.S.C. § 1913(a)

Voluntary Foster-Care Placement also requires a written, voluntary-placement agreement that specifies the Indian Child's legal status and details the rights and obligations of the Indian Child, Parent(s) or Indian Custodian and a child placement agency (if involved), including the duty of the foster parent or agency to return that child upon demand, and the agreement must be executed by all those with obligation under the agreement. See *also* BIA Guidelines, 44 Fed. Reg. 67,584 at E.1-E.4.

- UU. "Voluntary Termination of Parental Rights or Adoptive Placement" means the freely given, non-coerced consent of a Parent or Indian custodian to permanently give up custody of a child, to have parental rights terminated, and then to have the child placed for adoption. The requirements of 25 U.S.C. § 1913(a) apply to all Voluntary Termination of Parental Rights or Adoptive Placement without exception. See BIA Guidelines, 44 Fed. Reg. 67,584 at E.1-E.4.
- VV. "Ward of Tribal Court" means an Indian child who is considered by a Tribal court to be a ward of the Tribal Court. A Ward of Tribal Court is not necessarily the same as a "state ward" who is available for adoption. An Indian Child may be a Ward of Tribal Court without having parental rights terminated.

### **PART III. INDIAN CHILD-CUSTODY PROCEEDINGS**

#### **A. Cooperation between the Tribe and DHS**

The fundamental purpose of the Act and of this Agreement is to secure and to preserve an Indian Child's sense of belonging to her or his family and tribe. The Parties agree that cooperating to combine their abilities and resources to provide effect give assistance to Indian Children and their families is the best means to reach this shared goal.

The necessary understanding of SCIT's history, religion, values, mores, and child rearing practices is best obtained from SCIT. DHS will cooperate and collaborate to obtain guidance from SCIT before taking actions that could disrupt a SCIT Child's relationship

to her or his family and tribe. The parties must work together to provide services that comply with the Act to each SCIT Child involved in a State Child-Custody Proceeding.

The State DHS must work with the county DHS office to ensure that county DHS offices utilize ACFS services that are available for SCIT Children, Parents of SCIT Children, and SCIT Descendant Children. The DHS recognizes that collaboration between county DHS offices and tribes is crucial in obtaining the best results for a SCIT Child.

### **B. Services and Placement Protocol for SCIT Children**

County DHS office must immediately notify designated SCIT authorities when a SCIT Child or a child whose SCIT Indian identity is not yet confirmed but for whom there are indicators of SCIT heritage, is involved in either a child-welfare investigation or proceeding, including as soon as possible emergency situations, regardless of where the child Resides or is Domiciled. To achieve the best protection for a SCIT Child and family, county DHS offices must work with SCIT authorities to conduct joint investigations and assessments of allegations of maltreatment and neglect of SCIT Children. County DHS offices, both at initial and subsequent case-planning stages and must give SCIT full cooperation including, upon request, access to all files concerning the child that the county DHS office is permitted by law to share to SCIT. At a minimum, this includes the disclosures mandated by 25 U.S.C. Section 1912(c): “[e]ach party to a foster care placement or termination of parental rights proceeding under State law involving an Indian child shall have the right to examine all reports or other documents filed with the court upon which any decision with respect to such action may be based.”

### **C. Services and Placement Protocol for SCIT Descendant Children**

Both parties recognize that a collaborative approach may allow the county DHS and SCIT authorities to offer more services to SCIT Descendant Children and their families; even if it is determined that ICWA does not apply. For SCIT Descendant Children, the DHS

must consult with SCIT and carefully consider SCIT comments for issues including, but not limited to, appropriate potential placements, sibling visits, and Extended Family visits. Where allowed by law, county DHS must also coordinate with SCIT authorities in order to investigate and assess allegations of maltreatment and neglect for SCIT Descendant Children domiciled on the reservation.

#### **D. EMERGENCIES**

This Agreement does not limit the ability of either SCIT or any county DHS office to take immediate action to protect any Indian Child in an Emergency situation, including temporarily removing any Indian Child from an unsafe or abusive home.

#### **E. DHS Central Registry and SCIT History Mutual-Information-Sharing**

The DHS will continue to share information from its Central Registry of Child Abuse and Neglect upon request of ACFS. SCIT agrees to share its case-history information through a two-part request system:

1. If DHS personnel have reason to believe a person they have contact with as part of an active investigation also may have been involved in a ACFS child protection investigation, DHS personnel may verbally ask ACFS personnel to confirm whether the person was ever involved in such an investigation. ACFS personnel must promptly research the request for confirmation and give DHS a yes-or-no verbal response.
2. If ACFS confirms that the person has been involved in an ACFS protection investigation, DHS may submit a written request for the case/contact history involving the person. ACFS must then use its best efforts to promptly locate and produce a copy of the case/contact history for DHS.

#### **F. Borrowed-Bed Agreements**

State DHS will work with the county DHS office to increase awareness of the acceptability of Borrowed-Bed Agreements, which continue a longstanding tradition of allowing the State Court wards to be housed in SCIT-licensed foster-care home that comply with



SCIT licensing requirements, but not necessarily DHS licensing requirements. Borrowed-Bed Agreements are favored in cases where both the DHS and SCIT agree to the placement. Borrowed-Bed Agreements do not change ICWA placement preferences, but enable the placement together of non-Indian children with their Indian siblings, or a minor Parent and Indian Child together in a Tribally licensed foster home.

## **G. Notices of Child-Custody Proceedings and Emergency Placements**

### **1. Child-Custody Proceedings**

County DHS offices must timely notify SCIT by mail of every Child-Custody Proceeding either by sending a notice of proceeding, if one is issued, or by sending a writing with enough information to determine the nature of the action and the status of the SCIT Child (or SCIT Descendent Child, where allowed by law) so that SCIT may participate in a Child-Custody Proceeding or may choose to exert tribal jurisdiction over the SCIT child in the circumstances prescribed by ICWA. 25 U.S.C. §§ 1911(b) and 1912(a). SCIT must make good-faith efforts to respond to any such notice it receives.

If the identity or location of a Parent or Indian Custodian or an Indian Child's tribe cannot be determined, county DHS offices must give notice to the Secretary of the Interior in a like manner. *Id.* See *Also* Mich.Ct.R.3.905(c) and 3.920(c) (Proceedings Involving Juveniles, American Indian Children), 3.921(B)(2)(j) (requiring tribal notice in protective proceedings).

### **2. Emergency Placements**

If the State takes any child that it knows or has reasons to know is a SCIT Child into emergency-protective care, then as soon as possible and before any hearing takes place, the County DHS office must inform SCIT by telephone or facsimile of the date, time, and place of the emergency protective care hearing. This is in addition to all other notices required under this Agreement or Michigan Court Rules. *Id.*

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**H. Inquiries to  
SCIT**

Unless otherwise notified, all inquiries to SCIT in connection with any Indian Child-Custody Proceeding should be directed to: Director of Anishnaabeg Child and Family Services, 7070 E. Broadway, Mt. Pleasant, Michigan 48858. SCIT must respond to all inquiries regarding enrollment or eligibility status with determination regarding that status as soon as possible. If SCIT cannot initially determine eligibility, but a child has SCIT heritage, SCIT must provide that State with confirmation of SCIT Descendant status for purpose of permitting ICWA case planning at the earliest time possible time, pending further review by SCIT.

**I. Transfer to SCIT  
Tribal Court**

Except in Emergencies, the following Child-Custody Proceedings *must* be transferred to SCIT Tribal Court:

1. all proceedings involving a Ward of SCIT Tribal Court; and
2. all proceedings involving a SCIT Child who Resides or is Domiciled within the Isabella Reservation. See 25 U.S.C. § 1911 (a); Mich. Ct. R. 3.905.

Upon petition of a Parent, an Indian Custodian, or SCIT, any Child-Custody Proceeding involving a SCIT Child who does not Reside in and is not Domiciled in the Isabella Reservation must be transferred to SCIT Tribal Court unless there is good cause not to do so. A court may not consider socioeconomic conditions or the perceived adequacy of ACFS services or of SCIT Tribal Court to determine whether Good Cause Not to Transfer Jurisdiction to Tribal Court exists. Any party opposing transfer to SCIT Tribal Court based on a claim of good cause has the burden of proof. If a County DHS opposes transfer, it must provide to SCIT a copy of materials filed with the Court in support of any opposition to a transfer of jurisdiction. If SCIT or anyone else supports the transfer, there must be an opportunity for a full court hearing on the issue. See BIA Guidelines, 44 Fed. Reg. 67,584, 67, 595 at C.3(b)(i)-(iv), (c), (d) (Nov 26, 1979) (as modified); Mich. Ct. R. 3.905.

**J. Tribal  
Intervention in  
State-court  
Proceedings**

In any state-court proceeding for the Foster Care Placement of or Termination of Parental Rights to any Indian Child, the Indian Custodian of the child and the Indian Child's Tribe have the right to intervene at any point in the proceeding. See 25 U.S.C. § 1911(c).

**K. Full Faith and  
Credit for Public  
Acts, Records, and  
Judicial  
Proceedings of  
Tribes**

Under the Act “[t]he United States, every state, every territory or possession of the United States, and every Indian Tribe, shall give full faith and credit to the public acts, records of any Indian Tribe applicable to Indian child Custody Proceedings to the same extent that such entities give full faith and credit to the public acts, records, and judicial proceedings of any other entity.” 25 U.S.C. § 1911(d). The Department must adhere to this mandate.

**PART IV.  
AGREEMENT  
IMPLEMENTATION,  
TRAINING AND  
RELATED TERMS****A. Continuing  
Department  
Responsibilities  
for Services**

In addition to services specifically established for Indian families in this Agreement or elsewhere, the Department recognizes the responsibility of the State and county DHS offices to make available to any family. Existing services must not be reduced because of the availability of services through this Agreement. Moreover, the exercise of SCIT Tribal Court jurisdiction does not justify a withdrawal, decrease, or denial of county social services to any family or SCIT Indian Child. County DHS offices also must honor SCIT Tribal Court orders for placement and provision of services in compliance with 25 U.S.C. § 1911(d), which requires every state to give full faith and credit to the public acts, records, and judicial

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proceedings of any Indian Tribe applicable to Indian Child Custody Proceedings.

### **B. Agreement Compliance Contact**

When the parties sign this Agreement, each must designate an Agreement Compliance Contact for purposes of implementing this Agreement (below). Both parties must update their respective contact information if it changes.

### **C. Department's Social-Services Manual**

To the extent the DHS Child Welfare Manual or other policy, or procedures is or may be in conflict with this Agreement, solely to the extent needed to resolve the conflict, this Agreement controls.

### **D. Application to Private State- Licensed Child Placing Agencies**

This Agreement applies not only to DHS directly, but also covers the work that DHS subcontracts or otherwise designates private, state licensed child placing agencies to do on its behalf in providing services to children and their families.

### **E. Training**

#### **1. Department, County DHS office, and Private-Agency Staff Training**

The Department must continue to provide training on the Act and must also provide training regarding this Agreement in its regular child-protection training. The Department must also provide training regarding the Department's Child Welfare Program Manuals and other relevant training to strengthen services to all Indian Children and families. The Department must continue to invite SCIT participation to jointly develop an annual plan for ongoing training. The Department further agrees to notify SCIT of child-welfare services training provided by the Department or others for staff of county DHS offices, private-child-placement agencies, and SCIT child-welfare services.

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Indian Child Welfare services training must include but is not limited to the following areas:

- i. The purpose of the Act and this Agreement;
  - ii. Child-welfare investigations and assessments;
  - iii. Procedures to be followed to implement this Agreement, the Act, and relevant Michigan Law;
  - iv. Notice requirements;
  - v. Provisions of protective services;
  - vi. Provisions of Emergency Foster Care Placement services;
  - vii. Legal requirements to effect involuntary Foster Care Placement or termination of parental rights;
  - viii. Voluntary Foster Care Placement and termination of parental rights;
  - ix. Indian Child Placement Preference requirements under the Act;
  - x. Active Efforts requirements under the Act;
  - xi. Qualified Expert Witness requirements under the Act;
  - xii. Record maintenance;
  - xiii. Adoption of Indian Children;
  - xiv. Indian Tribes in Michigan, including SCIT; and
  - xv. Principles of tribal sovereignty and the government-to-government relationships between SCIT and the DHS.
- b. At a minimum, the knowledge and understanding required to accurately assess the welfare risk to an Indian Child should include, but not be limited to, evaluation of the following factors:
- i. The tribal values, beliefs, religion, customs, ways of being, and family recognition system of the child's tribe;
  - ii. Behaviors and responses stemming from traditional ways of life through assimilated ways of life;

- iii. Socioeconomic context of the care and condition of the family's home and children;
- iv. Importance of sharing resources with Extend Family;
- v. Reality of negative historical experience of Indian people toward non-Indian governmental systems;
- vi. Different cultural requirements of social interaction including reticence and passivity indication respect;
- vii. Recognizing tribal-family retention of traditional disciplinary methods and Extended Family clan support; and
- viii. Condition of parenting skills due to historic isolation and abuse.

## 2. Judicial-System and Law-Enforcement Training

To the extent practicable, the Department and SCIT agree to offer cooperative ongoing training programs to educate judges, lawyers, law-enforcement personnel, advocates, guardian ad litem, and probations offices who are involved in Indian Child-Custody Proceedings about the provisions of this Agreement, the Act, and the special cultural and legal consideration pertinent to such proceedings.

## 3. Payment for Training

The Department will seek grants and/or reimbursement under Title IV-B, the Child Abuse Prevention and Treatment Act and other federal program, for the training specified in this Agreement.

## **PART V. MISCELLANEOUS PROVISIONS**

### **A. Recruitment and Registry of Foster and Adoptive Homes**

#### 1. Recruitment

The Department and SCIT will cooperate to develop a plan to recruit Indian foster and adoptive homes. The recruiting plan may

utilize the media, Indian-organization resources, mailing to members of such organizations, door-to-door solicitation with Indian communities, national and regional adoption-resource exchange, and other means likely to succeed in securing Indian foster and adoptive homes for Indian Children. The Department and SCIT must provide training to assist potential Indian foster care providers to comply with SCIT or state licensing standards for foster and adoptive homes.

## 2. SCIT Approved Foster Care Homes Master List

The Parties acknowledge that ICWA requires that an ICWA Foster-Care or Pre-adoptive Placement must be in “the least restrictive setting which most approximates a family and in which [the Indian Child’s] special needs, if any may be met,” “in reasonable proximity to his home, taking into account any special needs of the child.” 25 U.S.C. § 1915(b). The first Foster-Care or pre-adoptive Placement preference is with “a member of the Indian child’s extended family.” *Id.* at (i). Where such a placement is not available, the second placement preference is in “a foster home licensed, approved, or specified by the Indian child’s tribe.” *Id.* at (ii).

The Department agrees to accept from SCIT a master list of all the available SCIT licensed and approved foster-care homes that may be available to receive state-court wards where the ward is: (a) a SCIT Child or a SCIT a Descendant Child; (b) a sibling of a SCIT Child or a SCIT Descendant; or (c) the minor parent of a SCIT member of a SCIT Descendant. The Master List must identify the name, address, tribal affiliation of the home, and whether the home is available for Foster Care, Adoptive Placement, or both. The Master List must also identify for each home any preconditions to the acceptance of a child (such a willingness to only accept a relative, a member of SCIT, or a child without mental or physical handicap) or state that the home has not indicated any preconditions. SCIT retains the absolute right to deny any attempt by the State to place a state-court ward in a SCIT licensed home. The State agrees to make the Master List available to all the County DHS Offices as placement resource for SCIT connected children.

Before DHS places any child with SCIT licensed foster family, it must first contact SCIT to request additional information regarding the family and must first secure a Borrowed-Bed Agreement with SCIT, as described in Part III.F of this Agreement.

Where placement with a tribally licensed foster home is not available, ICWA's third placement preference is "in an Indian foster home licensed or approved by an authorized non-Indian licensing authority." *Id.* at (iii). The Parties recognize that the state has a legal obligation to identify other Indian foster homes for placement of Indian Children. To the extent it does not already do so, the State must identify which State-licensed foster homes meet the third placement preference by recording any tribal affiliation of all its foster care providers on an ongoing basis.

## **B. Interstate compact on the Placement of Children**

Whenever the Department is considering whether to place an Indian Child pursuant to the Interstate Compact on the Placement of Children, Mich. Comp. Laws §§ 3.711 *et seq.*, the Department must nevertheless follow the provisions of the Act and this Agreement, including the Act's placement preferences.

### **1. Indian Children Being Sent From Other States**

If the Department receives child-transfer request, the Department is governed by the Best Interests of an Indian Child as set forth in this Agreement. If the child is an Indian Child, and the proposed placements not within the order of preference identified in the Act, the Department must not accept the child for placement in Michigan unless the placement meets the good-cause exception to the placement preferences as set forth in the Act, and under this Agreement. In determining whether the good-cause exception to the placement preferences applies in a particular case, the Department must contact the sending state and request a letter from the Indian Child's Tribe providing the tribe's views of the placement. Where the Indian Child is a SCIT Child or SCIT Descendant Child, the Department must consider SCIT's position before making any final decision.

### **2. Review of Indian children Currently in Placement**

After the effective date of this Agreement, the Department must provide ACFS with information on all SCIT Children or SCIT Descendant Children who are currently in placement within the State, who have been sent under the Compact to another state, or who have been sent from another state to the DHS of Michigan. The Department must provide an annual written report to ACFS



regarding all such placements. The report must include all information received by the Department regarding each child's placement, including the Interstate Compact Application Request to Place Child Form used by the Department for the interstate placement of children.

If SCIT learns of a placement of a SCIT Child that does not meet the placement preferences set forth in the Act or this Agreement, upon notice from SCIT, the Department must cooperate with SCIT to remedy the placement so that it conforms with the Act, or the Department must show Good Cause Not to Follow the Placement.

### 3. Retention of Jurisdiction

The sending agency retains jurisdiction over the child sufficient to determine all matters in relation to the custody, supervision, care, treatment, and disposition of the child that it would have determined if the child had remained in the sending agency's state. The sending agency continues to have financial responsibility for support and maintenance of the child during the period of placement.

## C. Application of Other Federal Laws

### 1. Adoption and Safe Families Act

State must comply with both the Adoption and Safe Families Act ("ASFA") and the Indian Child Welfare Act. A provision of the ASFA recognizes that the provision does not "affect the application of the Indian Child Welfare Act." 41 U.S.C. 674(d)(4). In addition, the United States Department of Health and Human Services has explained that its regulations implementing the ASFA do supersede the Act's requirements. See 65 Fed. Reg. 4029 (January 25, 2000); see also 41 U.S.C. §§ 622 (b)(11) and 675 (5)(E); 45 C.F.R. Part 1356.21 (I).

### 2. Interethnic Adoption Provision

The federal Interethnic Adoption Provision must not be construed to affect the application of the Act. See 42 U.S.C. § 1996b(3).

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**D. Future Title IV-E  
Agreement**

The parties reserve the right to enter an agreement under the Social Security Act's Title IV, Part E, 42 U.S.C. §§ 470 *et seq.*, Federal Payments for Foster Care and Adoption Assistance, in order to provide the Tribe with access to federal funding for providers who are caring for children under the jurisdiction of the Tribal Court of the Tribe.

**PART VI.  
CONSTRUCTION OF  
AGREEMENT****A. Duration and  
Termination**

This Agreement remains in effect until revoked by one of the Parties. This Agreement or part thereof may be terminated upon 180-days' written notice to the other party. See 25 U.S.C. 1919(b). The notice shall state the reasons for and the effective date of the revocation. Whenever possible, before giving such notice, a party considering termination shall seek to cooperatively explore with the other party ways in which to avoid termination. Before the effective date of any termination, the Parties agree to cooperate in assuring the termination does not result in a break in services or in disruption of the services provided to Indian Children and families.

**B. Dispute  
Resolution**

The Parties agree that prompt Tribe-to-State and Tribe-to County resolution of problems that affect SCIT families' receipt of services is an effective way to ensure compliance with the Act. Accordingly, when a report of non-compliance is made or when a dispute arises between the Parties regarding the application or interpretation of the Agreement, the Department and SCIT through their designated representatives must take immediate steps to communication with each other about the situation and to resolve the problem in good faith.

Use of this dispute resolution process does not affect in any manner the abilities of any party to use the termination remedies provided elsewhere in this Agreement. If a state, federal or SCIT law is amended, neither SCIT nor the Department are required to comply with any section of this Agreement that is contrary to the

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new law. Furthermore, nothing in this Agreement affects the rights of third parties to seek judicial or agency review regarding any topic of this Agreement.

### **C. No Creation of Third-Party Rights**

This Agreement does not create a right in any third party to bring any action under this agreement or any action to enforce this Agreement.

### **D. No Waiver of Sovereign Immunity**

This Agreement may not be construed as a waiver of either Party's sovereign immunity.

### **E. Funding**

This Agreement does not commit the Department to spend any funds in excess of lawful appropriations.

### **F. Amendments**

This Agreement can only be amended by a written instrument signed by the duly authorized representative of each Party. The Parties do not require Court approval or other filing to amend the Agreement under this provision.

### **G. Severability**

The provisions of this Agreement are severable. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement remains in effect, unless terminated as provided for in this Agreement.

### **H. Other Agreements Not Affected**

- 1 This Agreement constitutes the entire Agreement between the Parties.
2. Upon the execution of this Agreement, the Parties mutually rescind all previously entered written Agreements between them regarding the topics in this Agreement.

3. If this Agreement conflicts with the Court Order, the terms of this Agreement govern.
4. Notwithstanding the foregoing, the Parties do not intend this Agreement to affect any existing agreements between SCIT and county DHS offices or other agencies to the extent those agreement use a higher standard of protection for Indian Children and their families and tribes that the standards contained in this Agreement, and as consistent with the Act. See, e.g., 25 U.S.C. §§1919, 1921.

### **I. Calculation of Time**

To calculate timelines under this Agreement, Saturdays, Sundays, and holidays are excluded for computation when the period of time is less than seven (7) days. When the period of time is seven (7) days or more, Saturdays, Sundays, and holidays are included in the computation.

### **J. Captions**

The captions used for the sections of this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or intent of this Agreement or any section of the Agreement.

### **K. Notices**

All notices require or permitted to be given under must be made in writing to the following addresses, except as noted otherwise in this Agreement.

In the case of the Department, notices must be sent to:

Michigan Department of Human Services  
Suite 715 Grand Tower  
PO Box 30037  
Lansing, MI 48909

State Agreement Compliance Contact:

Director, Office of Legal Affairs  
Michigan Department of Human Services  
Suite 715 Grand Tower  
PO Box 30037  
Lansing, MI 48909

Phone: 517.373.2082

In the case of the Tribe, notices must be sent to:

General Counsel  
Legal Department  
Saginaw Chippewa Indian Tribe of Michigan  
7070 East Broadway  
Mt. Pleasant, MI 48858

Tribe's Agreement Compliance contact:

Director  
Anishnaabeg Child and Family Services  
Saginaw Chippewa Indian Tribe  
7070 East Broadway  
Mt. Pleasant, MI 48858  
Phone: 989-775-4901

#### **L. Counterparts**

This Agreement may be executed in several counterparts, each of which must be deemed an original, but all of which together constitute a single instrument.

#### **J. Authority**

The undersigned represent that they are authorized to execute this Agreement on behalf of the Tribe and Department, respectively.

#### **K. Preparation of Agreement**

The Parties drafted this Agreement and entered into it after careful review and upon the advice of competent counsel. It may not be construed more strongly for or against either Party.

#### **L. Effective Date**

11/9/10.

**AGREEMENT  
BETWEEN THE  
MICHIGAN  
DEPARTMENT OF  
HUMAN SERVICES  
AND THE SAULT  
STE. MARIE TRIBE  
OF CHIPPEWA  
INDIANS**

This agreement, effective upon the date of signature, is by and between the Michigan DEPARTMENT OF HUMAN SERVICES, having an address at P.O. Box 30037, Lansing, MI 48909, hereinafter referred to as the "Department", and the Sault Ste. Marie Tribe of Chippewa Indians, having a mailing address of 523 Ashmun, Sault Ste. Marie, MI 49783, hereinafter referred to as "the Tribe."

**WITNESSETH:**

**WHEREAS**, The Department has been designated to cooperate with the federal government and with all their departments or agencies of the state in any plans established in cooperation with the federal government, and is authorized to contract with State of local units of government and private agencies pursuant to MCL section 400.10; and

**WHEREAS**, Darwin "Joe" McCoy has lawful authority to bind the Tribe to the terms set forth in this agreement;

**NOW, THEREFORE**, in consideration of the above, and in consideration of the promises and mutual covenants hereinafter contained, the parties hereto agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to provide adult protective services coverage to members of the Tribe residing in tribal trust land in Alger, Chippewa, Delta, Luce, Mackinac, Marquette, and Schoolcraft counties, to authorize protective service workers of the Department to act on behalf of the Tribe under any applicable provisions of the Sault Ste. Marie Tribe of Chippewa Indians Tribal Code, and to clarify the respective authority and responsibilities of the Department and the Tribe regarding adult protective service issues.

**2. PROTECTIVE SERVICE COVERAGE ON TRUST LAND**

The Tribe has exclusive jurisdiction over adult protective service matters of the members who reside on trust land. Notwithstanding this, the parties wish to authorize the Department's adult protective services workers to act on the Tribe's behalf to protect the welfare of its members as follows:

- a. The Tribe hereby fully authorizes and designates the Department staff of Alger, Chippewa, Delta, Luce, Mackinac, Marquette, and Schoolcraft county offices to act as Tribal adult protective services workers on behalf of the tribe.
- b. The Department hereby agrees to provide adult protective services coverage on Tribal trust land in Alger, Chippewa, Delta, Luce, Mackinac, Marquette, and Schoolcraft counties according to P.A. 519 of 1982, P.A. 208 of 1987, P.A. 422 of 1988, P.A. 122 of 1990, P.A. 149 of 1994, and P.A. 222 of 2000, as amended, and the Department policy regarding adult protective services.
- c. It is intended that the authority confirmed upon the Department workers by this Agreement is to be exercised when Tribal adult protective services are unavailable. This will principally occur after working hours and on weekends and holidays. During business hours, adult protective services matters will be referred to Tribal adult services authorities. However, the Department workers may act in an emergency situation when exigencies or the situation do not permit delays in action. Department workers need not contact Tribal authorities prior to acting under this Agreement.
- d. The Department will provide immediate investigation and assessment of situations referred to the Department when an adult is suspected of needing protection. For those found to be in need of protection, services will be provided to assist the adult in achieving a safe and stable status, including, when necessary, the use of legal intervention in the least obtrusive or restrictive manner.
- e. Department workers will provide a written report of each call they receive on trust land to Tribal authorities.

**3. COURT PROCEEDINGS**

Department workers shall be available to participate as witnesses in Tribal Court in the event that their testimony is deemed necessary. Tribal authorities shall be responsible for the prosecution of cases in Tribal Court.

**4. POLICE SERVICES**

At this time, Tribal trust lands in Alger, Chippewa, Delta, Luce, Mackinac, Marquette, and Schoolcraft counties are under the jurisdiction of Sault Tribal Law Enforcement for law enforcement purposes. Notwithstanding this fact, there are mutual aid agreements in place between Sault Tribe and all city, township and county law enforcement agencies within Alger, Chippewa, Delta, Luce, Mackinac, Marquette, and Schoolcraft counties that authorize those agencies to act as law enforcement officers on behalf of the Sault Ste. Marie Tribe of Chippewa Indians when a tribal officer is unavailable or when additional assistance is needed. Authority is hereby conferred upon the Department to request policy protection and cooperation from Sault Tribe Law Enforcement or any other authorized department if a Sault Tribe office is unavailable.

**5. ACTIONS AGAINST THE DEPARTMENT**

Any actions brought against the Department or its employees for any alleged acts or omissions occurring on or off of tribal lands arising out of or connected to the performance of this Agreement must be brought in the appropriate Courts of the State of Michigan and not the Tribal Courts, which shall decline to exercise jurisdiction over such actions, and all such actions shall be governed by the laws, procedural and substantive, of the State of Michigan, including those laws pertaining to the immunity of the State and its employees.

**6. INFORMATION AND TRAINING**

The parties agree to provide information and training and copies of relevant manuals and codes to each other to assist in implementing this Agreement.

**7. COOPERATION COMMITTEE**

A committee consisting of the Tribe's ACFS Director, or designee, a tribal social services worker, the County Director of Alger, Chippewa, Delta, Luce, Mackinac, Marquette, and Schoolcraft County Department of Human Services, or designee, and the protective services workers for the respective counties is hereby established to resolve any questions related to the implementation of this agreement, or to resolve any disputes arising under it.



**8. DISPUTES**

The Tribe shall notify the Department in writing of its' intent to pursue a claim against Department for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of ninety (90) days from the date of such notification. Within the ninety (90) day period, the Tribe, at the request of the Department, must meet with the Director of the Department for the purpose of attempting resolution of the dispute.

**9. CONFIDENTIALITY**

The use or disclosure of information concerning persons obtained in connection with the performance of this Agreement shall be restricted to purposes directly connected with the administration of the programs implemented by this Agreement.

**10. TERM AND AMENDMENT OF AGREEMENT**

This Agreement is continuing in nature unless terminated. It may be amended at any time by mutual agreement of the parties. It may be terminated by either party upon thirty (30) days written notice to the other party.

**11. LIABILITY**

The Tribal shall indemnify, save and hold harmless the Department, its officers and employees, against any and all expense and liability or any kind which the Department may sustain, incur or be required to pay arising out of this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses cause by or resulting from the willful or negligent acts or omissions of the Department or any of its officers and employees. Further, in the event the Tribe becomes involved in or is threatened with litigation, the Tribe shall immediately notify the Department and the Department may enter into such litigation to protect the interests of the Department as they may appear

IN WITNESS WHEREOF, the Department and the Tribe have caused this Agreement to be executed by their respective officers duly authorized to do so, this 12 day of November, 2009.

Witnesses:

[Handwritten Signature]

SAULT STE. MARIE TRIBE OF  
CHIPPEWA INDIANS

[Handwritten Signature]

By Darwin "Joe" McCoy  
Its Tribal Chairman

State of Michigan )

) ss.


County of \_\_\_\_\_ )

Subscribed and sworn to before me this 12 day of November, 2009 by Darwin "Joe" McCoy, Chairman of the Sault Ste. Marie Tribe of Chippewa Indians.

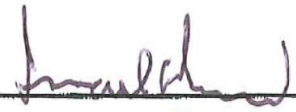
TARA BENOIT  
NOTARY PUBLIC, STATE OF MICHIGAN  
COUNTY OF CHIPPEWA  
MY COMMISSION EXPIRES APR. 29, 2013  
ACTING IN CHIPPEWA

[Handwritten Signature]  
Notary Public  
Chippewa County, Michigan

My commission expires: April 29, 2013

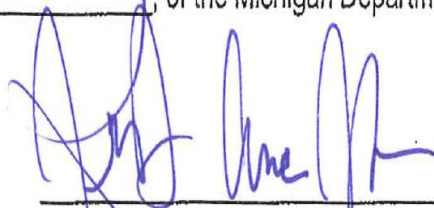
Witnesses:  
  
\_\_\_\_\_

MICHIGAN DEPARTMENT OF  
HUMAN SERVICES

  
By: Ismael Ahmed  
Its Director

State of Michigan )  
                                  ) ss.  
County of Ingham

Subscribed and sworn to before me this 11th day of December, 2009 by  
Ismael Ahmed, of the Michigan Department of  
Human Services.

  
\_\_\_\_\_  
Notary Public  
Ingham County, Michigan  
My commission expires: 09-01-2015

KRISTINE ANNE MANION  
Notary Public, State of Michigan  
County of Ingham  
My Commission Expires Sep. 01, 2015  
Acting in the County of \_\_\_\_\_