

people that can sit down and communicate with these children on their level and these don't meet State requirements.

The situation that has been talked about here, and related to time and time again, kind of sets me back and makes me look back to my childhood because this is the same situation that I lived through from the boarding school era right on up the ladder, from broken family, foster care homes, and right on up the ladder. I was fortunate, I never got adopted out, but I can't say this about a lot of orphans; as far as the tribal court, and they imply that the tribal courts were a part of this setup. I don't know if you people are familiar with tribal courts, funded through BIA, they are tribal courts, right. But, who signs the check, who pulls the strings, which tune do they dance to?

This is the question we should be asking ourselves. I'm not saying this is so now, because in the past 2 or 3 years there has been a great movement away from this, through BIA contracts right on down the line, Maybe the tribes are forced into this thing.

My opinion is they were forced into it and it's not a good thing because they are assuming some of the trust responsibilities of the U.S. Government.

Senator ABOUREZK. Richard, there's been another vote call.

You've given some very good testimony and I wish that we could continue. What I'm going to have to do now is recess until tomorrow morning. The last witness, I'll have to ask her to come back; Esther Mays, if you will come in the morning at 9 o'clock I'll take your testimony then because I have to vote and I have to preside and there's not enough time to take any more witnesses today.

I want to express my gratitude, Richard and Mary Ann and all the other witnesses that have appeared today.

We are going to try to get something done to correct the situation. Thank you very much.

The hearings are recessed until 9 a.m. tomorrow.

[Whereupon the subcommittee recessed, to reconvene Tuesday, April 9, 1974.]

## INDIAN CHILD WELFARE PROGRAM

TUESDAY, APRIL 9, 1974

U.S. SENATE,  
SUBCOMMITTEE ON INDIAN AFFAIRS,  
OF THE COMMITTEE ON INTERIOR AND INSULAR AFFAIRS,  
Washington, D.C.

The subcommittee met at 9:10 a.m., pursuant to notice, in room 3110 Dirksen Office Building, Hon. James Abourezk presiding.

Present: Senators Abourezk and Bartlett.

Also present: Jerry T. Verkler, staff director, and Forrest Gerard, professional staff member.

Senator ABOUREZK. The Indian Affairs Subcommittee will resume the hearings now.

The first witness this morning is from Detroit, Mich., Esther Mays. Esther, do you want to come to the witness table?

I want to apologize to you for cutting you off last night. I want to express the committee's gratitude for your staying overnight.

### STATEMENT OF ESTHER MAYS OF THE NATIVE AMERICAN CHILD PROTECTION COUNCIL, DETROIT, MICH.

Mrs. MAYS. Since you're handing out compliments, I'd like to compliment you on your timing. It's almost as good as ours.

My name is Esther Mays and I am from Detroit, Mich. The organization that I'm representing is called the Native American Child Protection Council. I am on the board of directors.

Pretty much of what I have to say is the usual thing that has been said from what I heard yesterday. However, I will go through the act again, so bear with me.

The Native American Child Protection Council is a nonprofit organization with present membership of approximately 50 families throughout the Michigan area. This organization was founded as a response to the needs of many Indian families, particularly as it relates to Indian children.

The problems are numerous and varied, especially in the area of child placement. Our organization is concerned with the practices and policies of various social service agencies as it affects the lives of the Native American community. Our organization is a response to the concern of many Indians throughout the State of Michigan regarding the treatment of Native American children. Through numerous inquiries to us from Indians, and various investigations of the policies and practices of social service organizations through the Indian community, we find many problems exist, such as: Indian children are being placed in non-Indian foster and adoptive homes

without regard or respect to Indian children's racial and cultural heritage.

Two, non-Indian homes generally are unable to relate to the Indian child because of a lack of adequate knowledge of the child's background. We oftentimes find the child's process of adjusting to his or her new surrounding extremely difficult.

Three, confusion, conflict exist in the Indian child's mind as he attempts to relate to the custom, tradition, values and the ways of a non-Indian world. We have found many instances where the Indian child, once he reaches the age where he can assume responsibility for himself, returning to the Indian community in search of his past.

Four, we find many adoptive and foster family parents totally unfamiliar with the Indian way of life, its family structure, values, traditions, and customs. We find that there is a definite need for these foster families to be able to understand, in their mind, and be better able to relate to the needs of the Indian child.

Our council is prepared, and has provided many services to many non-Indian foster parents and social service organizations that called us to provide this service.

Our policy in the area of child placement has been Indian homes for Indian children. We are also involved in the recruitment of these homes. We feel that the Indian home is better equipped to handle and service the need of Indian children. The Indian home nurtures the traditions and the way of life for the Indian world. This type of environment would allow the child to remain aware of his cultural heritage and identity. The Indian home is more prepared and better suited to understand and provide the emotional feeling of well being that the child requires and needs.

It is the nature of the Indian community to seek help from within its own community where this form of help is available. Many Indian families have found social service agencies unable to understand, or relate, thus thereby unable to service their needs. Our organization has performed family counseling services for families with problems. Whatever the problems have been, in any area, we have provided the needed help to keep many family units together, whenever and where.

We have provided food, clothing, transportation, furniture, whatever our resources have been, to help to keep that family together. We have also provided information, legal assistance to Indian parents who have need for this service. We have also attended court, given testimony in behalf of natural parents who are trying to find a way of keeping their children with them. We have also received many requests from parents who have lost their children through the courts and who want to regain them.

Members of our organization have traveled many miles throughout the State of Michigan to be serviceable to the many Indian families that called for our assistance. Presently, our organization is operated strictly from volunteer help from the Indian community. We have also asked help from various churches and private individuals for contributions of clothes, food, and furniture to help with carrying out our function. We are presently nonfunded.

Bernice Appleton from 3164 Linden, Dearborn, Mich., is one of the founders of this organization and I am her coworker, in a sense of a way.

The organizations that are supporting our ideals are the North American Indian Association of Detroit, the Commission of Indian Affairs in Michigan, the Great Lake Northern Stars, the Genesee Valley Indian Association.

My recommendations: The restriction of the non-Indian values be lifted and to insert Indian values for my people and our children, such as, restrictions of the Indian homes to be changed so that the Indian homes are available for Indian children; the restriction of age, because age has long been the teachers of our cultural values.

Two, change the laws that require us to be a party to the enslavement of our children and the erasers of our culture, thereby making our people become a copartner of destroying our rights as Indian parents. Keep in mind the standards that were set were made for non-Indians.

Three, in-service training for social workers to promote a better understanding of the uniqueness of my people and the involvement of my people who you can call paraprofessionals, whose input will be the bridge of understanding of our culture and the society of today.

Four, if possible an investigation of agencies who deal with the Indian adoptions and make them accountable for the methods they use for transporting Indian children across the State lines and the Canadian borders.

Your terms are called kidnaping when you use them.

Five, to be put on the mailing list for any material involving this matter.

Thank you.

Senator ABOUREZK. Esther, thank you very much. We appreciate you coming up from Detroit to give your testimony. Would you give that to the reporter?

Before I introduce the next witness, I just want to recognize in the room one of my constituents from South Dakota, Jermain Means.

Jermain is from the Cheyenne Indian Reservation, S. Dak. I just want to introduce you.

Thank you.

The next speaker is Dr. Carl Hammerschlag from Phoenix, Ariz. Is he here?

How about Mr. Mike Chosa, Ms. Victoria Gokee, and Ms. Betty Jack from Milwaukee, Wis.?

**STATEMENTS OF MIKE CHOSA, VICTORIA GOKEE, AND BETTY JACK,  
AMERICAN INDIAN CHILD DEVELOPMENT PROGRAM, MILWAU-  
KEE, WIS.**

Mr. CHOSA. Senator Abourezk, I would like to introduce the chairman of the board of directors of the American Indian Child Development Program in the State of Wisconsin, Ms. Betty Jack, a Chippewa Indian from Wisconsin.

And, immediately to my right is Ms. Victoria Gokee from the Red Cliff Reservation, who is the executive director of the organization.

Senator ABOUREZK. Which reservation?

Mr. CHOSA. The Red Cliff Reservation in Wisconsin.

Senator ABOUREZK. We'd like to welcome all of you here and thank you for coming.

Mr. CHOSA. My name is Mike Chosa. I'm the administrative assistant for the organization.

The opening statements will be given by Ms. Gokee first, and Ms. Jack and I will sum up with recommendations.

Senator ABOUREZK. I'd like to ask you, since we have a very long witness list this morning, could you summarize your statements? We will print the statement in full in the record. That would be helpful to the committee if you could do that. We have a great many people yet to hear from.

#### STATEMENT OF VICTORIA GOKEE, DIRECTOR, AMERICAN INDIAN CHILD PLACEMENT AND DEVELOPMENT PROGRAM

Ms. GOKEE. My name is Victoria Gokee and I am the director of the American Indian Child Placement and Development Program, Inc. I would like to give you a little background on our history and when I say "history," I'm talking about the Indian history in this country.

My great-great-grandfather was Chief Buffalo, who came from northern Wisconsin, and his father was Wahgec and his father was Wahageseto. This takes my ancestry back quite a good ways.

I would like to tell you that the Indians, as far as the Indians are concerned, we went through three phases in the history of our country.

The first phase was the pre-European days, and at this time, if you can imagine our country full of hunting and fishing, it was actually a paradise. This is the way my people lived here. That's the way my grandparents lived. Then along came the Europeans and this was a difficult time for the Indians. This was the second phase. This is when we were completely demoralized.

Then the third stage that the Indians have is that we are realizing that the Constitution was made not only for you, but it was made for us, too. We're demanding equal things. We're demanding equal opportunities. We're demanding equal employment. We are demanding equal justice.

This is something that the Indians have never known in this country.

I was guilty of allowing a lot of these things to happen, even though my grandfather had told me this. I stayed home. I was a housewife. I took care of my children but until this personal thing happened to me I was content to sit at home.

What happened was, my 14-year-old daughter's name was Linda. She became sick. The psychiatrists and psychologists, the social workers, everyone assured me that this girl was a juvenile delinquent. I knew in my own heart that this girl couldn't change the kind of a girl that she was, that loved animals, cats, and loved her little brothers and sisters, to just a plain juvenile delinquent. I knew something was wrong with her.

I took her to these people and I trusted these people because I thought that they knew much more than I did.

As the result, Linda was in jail. Linda died in the streets of Bayfield. The chief of police assumed that this girl, because she was an Indian

girl, they assumed she was drunk. They did absolutely nothing to help her. They thought she was just another drunken Indian and she died after I went there to get an ambulance to take her to the hospital.

I think from that time on, I decided that never again, if I could do anything about it, would I allow these kind of people to just do this thing.

Since then, I've been chairman of our tribe in Red Cliff. I've been M.C.I. area vice president. I've been fighting, in my own way, in my own style, to prevent tragedies like this from happening again.

I was Indian affairs coordinator for the State of Wisconsin, and while I was there I conducted hearings in the State of Wisconsin and it's difficult to believe the kind of things that I have heard there.

For instance, Ronnie Winters testified at the hearing in Courte Oreilles last August that at the age of 11 years old, and he is from the Courte Oreilles Reservation, he was judged delinquent because he was a fullblooded Indian and he wanted to fish, hunt, and pick wild flowers and do the kind of things that Indians love to do, and he didn't attend school. One of the reasons he didn't attend school was because it was a racist community and he was called things like "dirty little Indian" and that kind of thing and he wanted to live his own life. He wanted to be an Indian.

He was judged delinquent and he was sent to a foster home in Sawyer County.

He went through a series of three different foster homes, all non-Indian foster homes and at the age of 12, in the homes, he was forced to do the farm labor.

The other thing was that he went to a school and this was in Lady-smith, and of course he was the only Indian boy there, so it was probably worse than the conditions back at the reservation, and he eventually, at 12 years old—a judge brought him back to the Sawyer County courthouse and they sentenced him to Waukesha—Waukesha is a boy's reformatory—at the age of 12.

Ronnie stayed there from 12 to 15, and at 15 something happened with the guard and because of this he was sentenced to the Green Bay Reformatory.

Now, I don't know if you know where Green Bay is, but as far as the Indians are concerned, we didn't even realize that there was a city of Green Bay for awhile. We always thought it was the Green Bay Prison; that's where the Bay Prison was.

I'm attending the university there. Now we're aware that there are other things in Green Bay besides the prison.

Eventually, Ronnie got out. He stayed in Green Bay for 38 months and eventually he got out and today he is working in Chicago. He's taking care of his younger brother because he said at no way, shape, or form does he want his brother to go through the things that he did.

He eventually got an education. I think he holds a B.A. degree today, but this is only one of the many, many tragedies that the Indians have suffered.

As a result of this, everything that has happened to the Indians, the Indians in the State of Wisconsin have organized a statewide Indian foster care program.

We have representatives from practically every reservation there with resolutions of support from 7 reservations out of 10. And the only reason we don't have the other three is because it's difficult to



travel throughout the State to get the supporting resolutions. We have representatives on our board sitting from every reservation.

This kind of a program receives unanimous support from the tribes because I don't believe there's a family in the State of Wisconsin that hasn't been affected somehow, somehow by this kind of an organization.

I noticed yesterday that we had five psychiatrists coming up and testifying. Well, these people are probably good, but I did learn from my experience that these people don't know everything.

One of the purposes of our program is to work with the natural parents, and if not the natural parents, with the extended family. The State came in, the State of Wisconsin, they would take our children and they would never again consult with the families as to where they should go. They took them and they placed them all in non-Indian homes.

I believe in the State of Wisconsin there is roughly 600 in 1,000 Indians all situated in non-Indian homes, and there's a parallel between the non-Indian kids and the or, excuse me, the Indian kids that are in non-Indian homes in Waukesha, Green Bay, and, eventually, Waupun.

I could probably stand here and tell you all day of the terrible tragedies and injustices but I would rather let Mike Chosa and Betty Jack continue on.

Thank you very much.

Senator ABOUREZK. Thank you very much, Victoria. We appreciate your testimony.

[The prepared statement of Victoria Gokee follows:]

STATEMENT OF VICTORIA GOKEE, DIRECTOR, AMERICAN INDIAN CHILD PLACEMENT AND DEVELOPMENT PROGRAM, INC.

The American Indian Child Placement and Development Program, Inc. (hereinafter Program) was incorporated in the State of Wisconsin as a nonstock non-profit corporation on October 31, 1973. Its real beginnings evolved from a crisis situation that occurred in early 1972. Two women from Wisconsin on a vacation visit to South Dakota's Pine Ridge Reservation obtained physical custody of a three-year-old Oglala Sioux child. The mother of the child was led to believe that a paper she signed merely granted her permission for the women to take the child on a short trip to Wisconsin. It was later discovered that the paper was actually an agreement to surrender all parental rights and to consent to the adoption of the child. The women returned to Wisconsin and subsequently refused to return the child. They offered to compensate the parents, stating further that "God has ordained" that the child have opportunities which the parents could not offer. A national Indian organization became aware of the problem and obtained the services of a Wisconsin attorney to represent the parents in getting the child back. Such effort proved successful, as one of the women observed to a newspaper reporter: "We don't want to keep her with Indians pounding at the door." Indeed, as news of the "abduction" spread throughout the Wisconsin Indian community, awareness grew that the transfer of Indian children to non-Indian homes was a fact of life right within the State of Wisconsin. (The foregoing account is largely extracted from *Indian Family Defense*, a new publication by the Association on American Indian Affairs, Inc., Winter 1974 issue, page 1.)

During 1972 the magnitude of the problem was identified, largely due to the efforts of two VISTA Volunteers working out of the Wisconsin Judicare office. Besides generating further interest in a solution by members of the Indian community, the attached statistics were gathered, at times in spite of great reluctance to divulge displayed by state and county social service agencies. (copy attached) Numerous meetings at the various reservations took place. At first the emphasis was on recruiting more Indians desirous of opening their homes to foster children. Due to the state's space requirements, many interested families had been previously denied a foster home license. No state or county agency ever promoted a concerted effort to recruit additional Indian foster parents.

By early 1973 it was fast becoming apparent that the only way to overcome the difficulty that most Indians experience in dealing with the established social services agencies was to have an all-Indian agency performing most services directly and acting as a sounding board or buffer zone in other instances. On March 16-17, 1973 at Keshena, Wisconsin a conference between representatives of the Indian community and staff of the Wisconsin Department of Health and Social Services concurred in that very conclusion. At the conference the original board of directors for the Program was elected. In October of 1973 a start-up grant was awarded by the Bush Foundation of St. Paul, Minnesota. As stated heretofore, incorporation occurred the same month. Late that month I was employed by the board as director for the Program, commencing November 1, 1973. At present Michael Chosa, Administrative Assistant and I are the only staff personnel. Since I do not possess Wisconsin's requirements for a social services director, it will be necessary to hire a case-work supervisor who has at least a masters degree in social work. Finding someone who meets this qualification plus child welfare experience and who is also an Indian has not been an easy task, even with the assistance of staff of Region V HEW Office. An Indian person who meets only the academic qualification has expressed interest in the Program. She will receive her masters degree in social work in June from the University of Minnesota at Duluth. A faculty member of that institution, a person with over ten years experience in child welfare, has offered to provide consultation to this casework supervisor. I am optimistic that the State of Wisconsin will permit this arrangement as constituting substantial compliance with the regulation. The School of Social Work of the same institution has offered to construct and administer a staff training plan. A contract to that effect is presently in the works.

In addition, I will be able to receive assistance from the faculty to enable me to complete a degree program that I am presently pursuing through the University Without Walls of the University of Wisconsin at Green Bay.

Recruitment of family counselors through the Work Incentive Program—Public Service Employment has commenced throughout the state and interviews with prospective employees will begin soon. Funding for non-WIN staff as well as other administrative expenses is being sought via contract with the Bureau of Indian Affairs. The period covered by the Bush Foundation grant expired on December 31, 1973, even though some of those monies remain and are being utilized to cover present costs.

The deadline for hiring full staff and beginning staff training is July 1, 1974. In the meanwhile, the board is quite busy formulating policy covering numerous areas, preparing not only for agency functioning but meeting the minimum requirement for licensure as a private child placing agency.

The Program's goal is an ambitious one. Everyone in the Program is aware that mistakes will be numerous. Nevertheless, I and every participant to date is convinced that because of this Program every Indian child and family in the State of Wisconsin will have a better chance to lead a productive and meaningful life.

Senator ABOUREZK. Ms. Betty Jack.

STATEMENT OF BETTY JACK, CHAIRMAN, BOARD OF DIRECTORS, AMERICAN INDIAN CHILD DEVELOPMENT PROGRAM, STATE OF WISCONSIN

Ms. JACK. My name is Betty Jack. I'm from Lac du Flambeau, Wis.

I left my reservation in 1956 and went to the city with three of my children and I lived there for awhile and I worked but it was very difficult to adjust to city life.

I stayed there from 1956 until 1957, when I finally sent my kids home to visit my husband and his father.

In the meantime, they couldn't take care of them on the reservation so they sent them back to the city to me.

In 1962, I had two of my children taken from me in Chicago and they were placed by the Evangelical Child and Welfare Society. They were taken from the State of Wisconsin and I have never seen them again.



The courts said I was unfit to take care of my children, but I had never gone to court and I never knew that they were legally adopted until a year ago.

Senator ABOUREZK. You say you have never seen them since 1962?

Ms. JACK. No.

Senator ABOUREZK. Did you ever have a court hearing or a court procedure of any kind?

Ms. JACK. No.

Senator ABOUREZK. Did you ever have a lawyer that advised you on that?

Ms. JACK. No, I never did. They never appointed me a lawyer at court or anything.

My other three children went back on the reservation with their father and then they took them away. Welfare took them away when I sent them home in 1963 and there they were transferred many times.

Senator ABOUREZK. Then what happened?

Ms. JACK. They were transferred many times to different foster homes. When I tried to go and see them, my one daughter had eight placements in 6 years because every time I'd go to visit her, they would transfer her to somewhere else so I couldn't find her.

Then my son, he's 20 now, but he had six placements in 4 years and my other daughter, she had six placements in 4 years. They kept transferring them around the State of Wisconsin so I couldn't see them. Now, I don't know where my other two children are.

I went to the State Department of Wisconsin, the State adoption agency last spring, and I inquired there and this woman told me that the kids were adopted out about a year or 12 months after they were placed, or taken from Chicago. She told me that they were legally adopted and there was nothing that I could do.

I asked if I could have my children, the one that I had, to be placed on a tribal role. She said no, if they weren't done before they were adopted that there's no way.

She said that these children belong to these people that they are adopted by. So, she said that I couldn't put them on a tribal role, but these kids are Indians and they should, at least, be on a role.

Last June, I went to court and I got custody of my young daughter. She was 16 at the time. She came to me and she told me, after she was with me for a month, she said, I don't want to stay. She said that Indians are nothing but lazy, dirty, drunks, and she had her hair bleached blonde and she said she wanted to go back. But, I wouldn't let her go back.

Finally, in February of this year, I had to give up and let her go back to the white home she was in because she was killing herself on the street with drugs and drinking.

My other daughter, Valerie, she's 18 now, she's just drinking. I would say she is an alcoholic at 18. My son is heavy into drugs. He's 20 years old now and he had to drop out of the University of Wisconsin and he couldn't make it. He couldn't fit in. And, he said the Indian group there, the Native American Indian group said he couldn't belong to the Indians and that he didn't belong to the whites anymore either. So, he just didn't want to go to school. Now, he's down in New Mexico some place. I don't know what he's doing.

But, the way these kids come back to me, I don't think—I thought about getting my other two children back but I don't think I could go

through anymore, seeing how the minds of my kids have been damaged so terribly.

Since I've been working with the State Indian foster care program, I've heard so many stories over and over again that it's just terrible what's happening to our people, not only in the State of Wisconsin but all over I hear these stories.

One girl was taken from her reservation, and welfare told her that she'd be able to keep her other four children if she went through an operation, so that she couldn't have any more babies.

So, the welfare department in Eagle River, Wis., the director there, Mr. Luvell, he drove this woman over to the State of Michigan and there she had the operation, in Michigan. And, they brought her back home and then when she got home, they took her four children away and she has never seen them again, either.

Another girl from my reservation, she had two children, three children at home and she got pregnant again and the welfare sent her to Keshena Women's Prison and there she was operated on and forced to adopt this baby out.

So, these stories are all documented by the lawyers working with our program.

I just can't stand to see this go on anymore after seeing what happened to my family. Something has to be done.

Senator ABOUREZK. Well, Betty, we're going to take steps just as soon as we can. I agree, I don't think it should go on any longer.

I appreciate your testimony, Betty.

Ms. JACK. I've gone through a rehabilitation program for my drinking and there again, I was faced—I don't know, it was terrible going through rehabilitation in the hospital, although I haven't drunk since.

There was no understanding of the Indian people. There were eight other people beside myself that were in this hospital and there we had nobody in this rehabilitation hospital to talk to about our problems and we just had ourselves.

So, the eight of them that were in there with me, they are all drinking again in the street. The counselors there just had no understanding of the Indian people and I stayed there for 90 days at the rehabilitation hospital.

During that 90 days, almost all of them left and drank; I stayed because I wanted to do something for myself. When I went to the counseling service, it was with my daughter before I let her go back to the white foster home, I went to about seven or eight different white counselors there. They just couldn't understand what we were going through, so we just quit.

Mr. CHOSA. I think I will just pick up and give you a little background of the organization and recommendations, the legislative recommendations.

The recommendations that I'm going to make today, I would say are radical changes to the present system or laws that you have enacted.

We, in the State of Wisconsin, have 18 women on the board of directors and 2 men, and all 18 of these women and the 2 men have suffered some of the same injustices, so it's a pretty strong board. They know what is happening and they know what they have to do. They will go to any means in order to get it done.

I think if we don't have some radical legislation, we're going to have some radical movements in order to solve the problems. Now is the time that Congress can move in changing this picture.

Some of the research that our organization has done in the last 2 years has indicated that over \$16 million is spent yearly in the State of Wisconsin to keep our Indian children in non-Indian care.

In the State of Wisconsin, we have 780 of our Indian children that are incarcerated in correctional institutions at this time. We have 680 that are in foster care, and we have 473 that are in adoptive placement.

Now, these statistics are only statistics that come from the Department of Social Services in the State of Wisconsin. They do not include the voluntary adoptions or placements to the various church organizations.

Projecting this figure, we come close to 40 percent of our Indian children that are away from our families, and this does not include our children that are in boarding schools.

Our agency works very closely with the State of Wisconsin Department of Social Services, and hopefully, they will grant us a license as a placement agency. However, they told us this, that once we become a private agency and we've accepted custody of a child, neither the State nor the Federal Government or the local governments have no financial responsibility.

I think this is a wrong kind of a way to approach the problem because the Federal Government has apparent responsibility with our tribes through our treaties.

I think that if a State doesn't have—or does have a responsibility and uses those means of doing away with this responsibility, it is utilizing Federal legislation for violating our treaties.

In the instance of due process, the court-appointed attorneys almost always are in a subservient position to the court. The only guarantee that a child has of Federal representation is if a private lawyer and private legal agency is brought in to defend that child.

In the case of guardians ad litem, is they are continually making decisions, supposedly on the behalf of the child without consulting with the tribal people, to ascertain whether or not those tribal rights are being violated, the apparent rights that we have with Indian people.

One of the recommendations is that some legislation be introduced to correct this situation so that guardians ad litem must concur with the tribal councils or tribal leaders for making Indian decisions for children.

I noticed yesterday that sensitivity courses were mentioned for non-Indian social workers to be supervised by the Bureau of Indian Affairs. I think, probably, first they ought to have sensitivity study courses for the Bureau of Indian Affairs.

The courses, or any kind of courses and any kinds of moneys that are appropriated for this kind of sensitivity training, should be administered by the tribe.

One of the other things that we have found is the severe readjustment problems that are evident in Indian children who have been in long-term foster care, or non-Indian homes, especially when they are subsequently exposed to a non-Indian environment. If we are to adequately ameliorate these existing cases, I believe it would be necessary to establish something like a halfway home center.

If Congress would look to appropriating moneys through the Bureau to establish such centers that would be run by the tribes or some kind of contracted Indian agency. We're talking about 600 children in this State and 700 in that State, and we're trying to get these kids back to their Indian people; it becomes very difficult.

I think you heard testimony from one of the psychiatrists yesterday, that the rehabilitation rate was a 65- or 75-percent failure in most cases. So there needs to be some kind of effort made by Congress in order to appropriate money so that our tribes and our people can work toward rehabilitating our own people.

Many of the basic programs can be reverted if many of our own initiative programs can be initiated. This program involves counseling and parental involvement, recreational programs, and youth employment with emphasis on family advocacy.

The pilot program in Milwaukee County was started, officially in January, but unofficially last October. It's a family program that involves the hard core, you might say, of children that come up through two or three generations of oppression, both on the reservation and in the urban areas; and we virtually stopped all placements in the Milwaukee County area at this point, because of this program and because of the advocacy with the parents and with the courts.

The specific legislation that I would request or recommend is: One, the Congress introduce and pass legislation that would amend the AFDC law to permit the separate tribes to receive reimbursement for foster care services as units of government.

Senator ABOUREZK. What law is that?

Mr. CHOSA. The AFDCFC, the AFDC law under social security in exchange for foster care, there are reimbursable payments to States and counties.

At the present time in the 280 States, the tribes are ineligible to receive these reimbursements.

No. 2, that the Congress introduce and pass legislation which would prevent the States and counties or private agencies from receiving reimbursements from Federal funds unless children are placed in Indian homes.

No. 3, that the Congress introduce and pass legislation which would prevent reimbursement to States, counties, and private agencies for foster care services unless plans are developed and implemented by them to begin rehabilitative work with children and natural parents, with the objective of eventual return to their natural homes.

No. 4, that the Congress introduce and pass legislation which would prevent the 280 States and counties from incarcerating juveniles without concurrence of tribal governments.

No. 5, that the Congress introduce and pass legislation preventing the placement of any Indian child in a non-Indian home or a non-Indian controlled institution, without concurrence from tribal governments.

And the last one is very important, and I think they should do very quickly. That the Congress introduce and pass legislation preventing the Bureau of Indian Affairs from making any payments to any group for the foster care or adoption of Indian children unless such care or adoption is in an Indian home.

Having here before me the negotiated contract for one State, of which you will hear testimony later on this morning, whereby the

Bureau of Indian Affairs is appropriating over \$1 million a year to a State for its placement of Indian children in white homes.

Senator ABOUREZK. What State is that?

Mr. CHOSA. The State of Minnesota.

The Bureau of Indian Affairs is supposed to be the appointed agency which is looking to the interest of our people, and when it can be allowed by law to use Federal money to take and destroy our people, I don't think that's answering the question at all.

And with that, we are opened for questions.

Senator ABOUREZK. Would you have any confidence in any programs that left the States in control of funding for the child welfare programs?

Mr. CHOSA. If they pertain to Indians, no.

Senator ABOUREZK. How would you suggest the Indian communities and Public Law 280 States receive control of such funding?

Mr. CHOSA. I believe there are two directions now that could be looked into.

One is the establishment of a subagency, if necessary, under the present social services, or the main welfare department of the State, there would be an Indian division who will work directly with the tribes.

The other would take a lot longer and that would be going into court and suing the State or local government because in each of our constitutions and bylaws for Indian people, and I'm sure they are a part of our treaties, it states that Indian people have jurisdiction over minors, Indian tribes do.

I think that Public Law 280 is unconstitutional when it comes to tampering with the jurisdiction of our children without our consent.

[The prepared statement of Michael Chosa follows:]

STATEMENT BY MICHAEL CHOSA, ADMINISTRATIVE ASSISTANT  
TO THE AMERICAN INDIAN CHILD PLACEMENT AND DEVELOPMENT  
PROGRAM, INCORPORATED, 610 NORTH JACKSON STREET,  
MILWAUKEE, WISCONSIN, 53202, (414) 765-0313  
to

THE UNITED STATES SENATE                      APRIL 9, 1974

The history of the American Indian family for tens of thousands of years has been one of togetherness and unity. This tradition has all but been destroyed by the coming of the White race, with their laws, their customs, and their religions. The statistics today bear out the results of this imposition on our people. The International Court has defined GENOCIDE in a variety of ways, one being "the systematic removal of children of one race of people to the care of another race of people..." This is what exists in today's America.

The State of Wisconsin, a "280" state, now has 730 Indian children incarcerated in correctional institutions. The average cost for institutional care is \$19,000 per year per child. The amount of direct service monies spent in the State of Wisconsin for keeping Indian children in non-Indian situations is \$16,000,000. This figure does not represent any indirect costs such as administrative or legal services. The Association on Indian Affairs has come up with an average nationwide figure of 25% of Indian children who are removed to non-Indian



situations. When we put together the 680 Indian children in state or county custody for foster care, the 473 Indian children in adoption, and the 780 Indian children incarcerated, plus those children placed by Catholic Social Services and Luthern Social Services (figures unavailable) we are bordering on nearly 40% of our Indian children in the State of Wisconsin in non-Indian homes or institutions.

In the instance of due process, the court-appointed attorney is almost always in a subservient position to the court. The only guarantee a child has of fair representation is if a private lawyer or legal service is brought in. In cases of Guardians-ad-litum, no decision should be made by them unless they are in concurrence with tribal governments. No statements should be elicited from youth when they are detained, unless their attorneys are present. This should include the advising of rights.

The American Indian Child Placement and Development Program, Inc. (hereinafter Program) was incorporated in the State of Wisconsin as a nonstock nonprofit corporation on October 31, 1973. Its real beginnings evolved from a crisis situation that occurred in early 1972. Two women from Wisconsin on a vacation visit to South Dakota's Pine Ridge Reservation obtained physical custody of a three-year-old Oglala Sioux child. The mother of the child was led to believe that a paper she signed

merely granted her permission for the women to take the child on a short trip to Wisconsin. It was later discovered that the paper was actually an agreement to surrender all parental rights and to consent to the adoption of the child. The women returned to Wisconsin and subsequently refused to return the child. They offered to compensate the parents, stating further that "God has ordained" that the child have opportunities which the parents could not offer. A national Indian organization became aware of the problem and obtained the services of a Wisconsin attorney to represent the parents in getting the child back. Such effort proved successful, as one of the women observed to a newspaper reporter: "We don't want to keep her with Indians pounding at the door." Indeed, as news of the "abduction" spread throughout the Wisconsin Indian community, awareness grew that the transfer of Indian children to non-Indian homes was a fact of life right within the State of Wisconsin. (The foregoing account is largely extracted from Indian Family Defense, a new publication by the Association on American Indian Affairs, Inc., Winter 1974 issue, page 1.)

During 1972 the magnitude of the problem was identified, largely due to the efforts of two VISTA Volunteers working out of the Wisconsin Judicare office. Besides generating further interest in a solution by members of the Indian community, the attached statistics were gathered,

at times in spite of great reluctance to divulge displayed by state and county social service agencies. (copy attached) Numerous meetings at the various reservations took place. At first the emphasis was on recruiting more Indians desirous of opening their homes to foster children. Due to the state's space requirements, many interested families had been previously denied a foster home license. No state or county agency ever promoted a concerted effort to recruit additional Indian foster parents.

By early 1973 it was fast becoming apparent that the only way to overcome the difficulty that most Indians experience in dealing with the established social services agencies was to have an all-Indian agency performing most services directly and acting as a sounding board or buffer zone in other instances. On March 16-17, 1973, at Keshena, Wisconsin, a conference between representatives of the Indian community and staff of the Wisconsin Department of Health and Social Services concurred in that very conclusion. At the conference the original board of directors for the Program was elected. In October of 1973 a start-up grant was awarded by the Bush Foundation of St. Paul, Minnesota. As stated heretofore,, incorporation occurred the same month.

At present we are scheduled to go into full operation as of July 1, 1974, with a staff of 10 case aides, casework supervisor, one casework

supervisor trainee, two secretaries, and two administrators. By October, we should have an additional staff of 12 professional counselors, and a caseload of 300 Indian children.

#### Recommendations:

If sensitivity courses are developed for non-Indian caseworkers, probation officers, etc., the courses should not be supervised by the BIA, but by tribal governments.

We have found that severe re-adjustment problems are evident in Indian children who have been in long-term foster or adoptive placement, especially when they are subsequently exposed to a total Indian environment. If we are to adequately ameliorate the existing cases, I believe it will be necessary to establish something such as half-way-home centers. The Congress should look to appropriating monies through the BIA to establish such centers. These centers could be operated by tribes or subcontracted to private Indian-controlled agencies.

Many of the placement problems can be averted if good preventive programs are initiated. This type of programming involves extensive counseling, parental involvement, recreational programs, and youth employment, with emphasis on family advocacy. In Milwaukee county, all placements have virtually come to a halt since the family

program was initiated in January. More funds need to be appropriated for these kinds of activities.

Legislative Recommendations:

1. That the Congress introduce and pass legislation that would amend the AFDCFC law to permit the several tribes to receive reimbursement for foster care services as units of government.
2. That the Congress introduce and pass legislation which would prevent states, counties, or private agencies from receiving reimbursements from Federal funds unless children are placed in Indian homes.
3. That the Congress introduce and pass legislation which would prevent reimbursements to states, counties, and private agencies for foster care services unless plans are developed and implemented by them to begin rehabilitative work with children and natural parents, with the objective of eventual return to their natural homes.
4. That the Congress introduce and pass legislation which would prevent the 280 States and counties from incarcerating juveniles without concurrence of tribal governments.

5. That the Congress introduce and pass legislation preventing the placement of any Indian child in a non-Indian home or a non-Indian controlled institution without concurrence from tribal governments.
6. That the Congress introduce and pass legislation preventing the Bureau of Indian Affairs from making any payments to any group for the foster care or adoption of Indian children unless such care or adoption is in an Indian home.



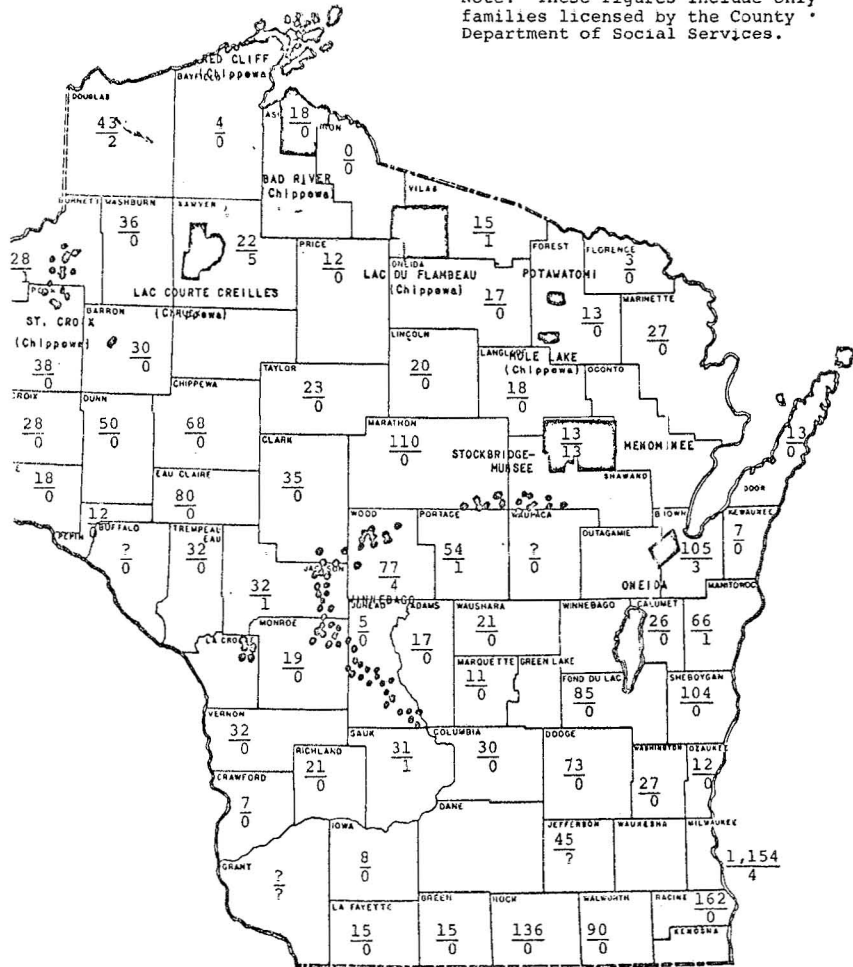


of March 1973:

Top Figure - number of licensed foster homes in the county.

Bottom Figure - number of licensed foster homes in the county, having at least one parent of Indian heritage.

Note: These figures include only families licensed by the County Department of Social Services.

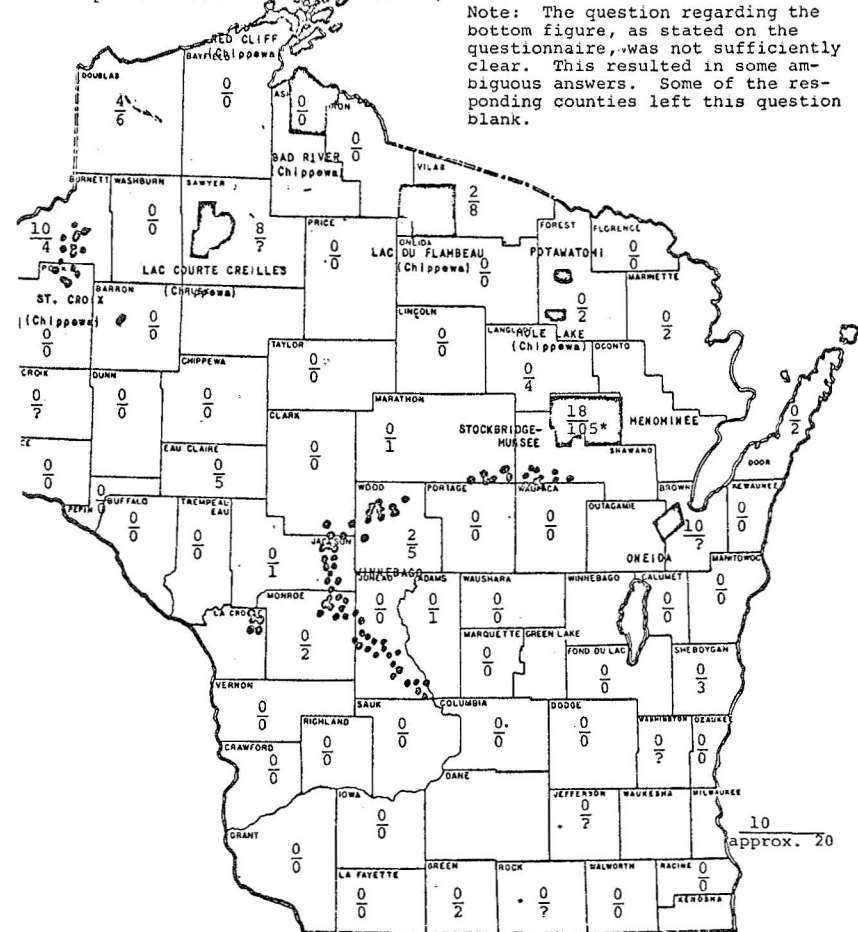


s of March 1973:

Top Figure - number of Indian foster children placed in foster homes having at least one parent of Indian heritage.

Bottom Figure - number of Indian foster children placed in the homes of "non-responsible relatives". ("non-responsible relatives" are relatives who, according to the Wisconsin Statutes are not legally financially responsible for the child.)

Note: The question regarding the bottom figure, as stated on the questionnaire, was not sufficiently clear. This resulted in some ambiguous answers. Some of the responding counties left this question blank.



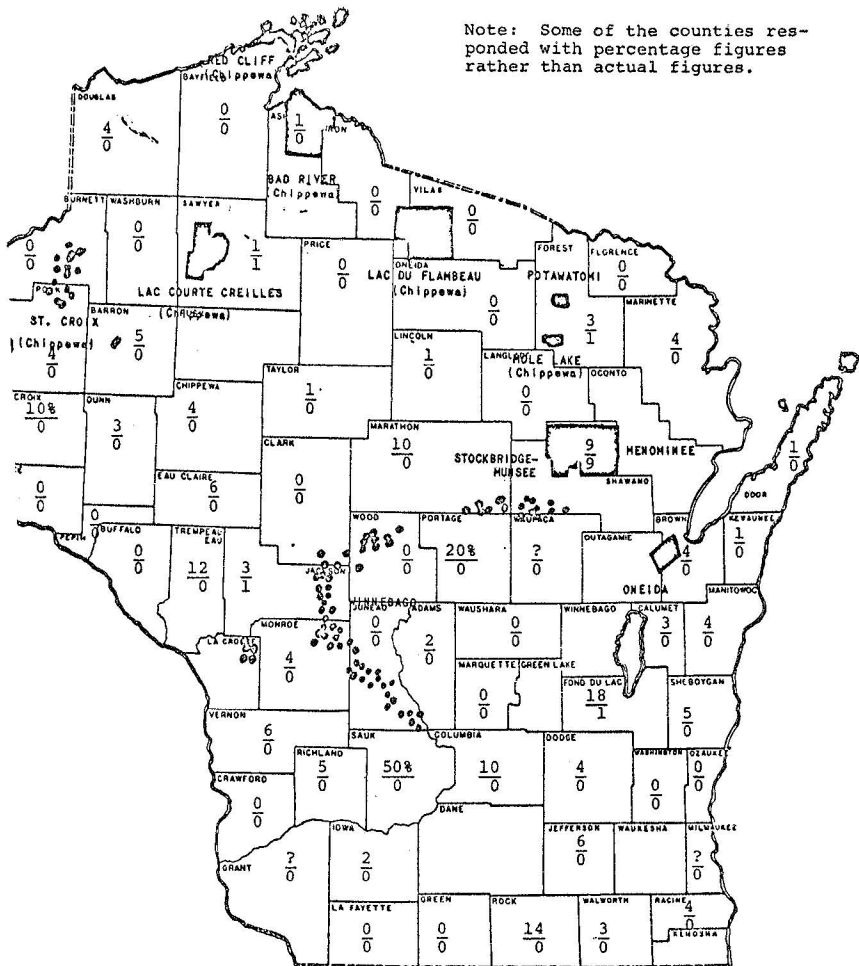
\* includes all placements supervised by Menominee County.

as of March 1973:

Top Figure - number of foster children placed due to delinquency charges.

Bottom Figure - number of Indian foster children placed due to delinquency charges.

Note: Some of the counties responded with percentage figures rather than actual figures.

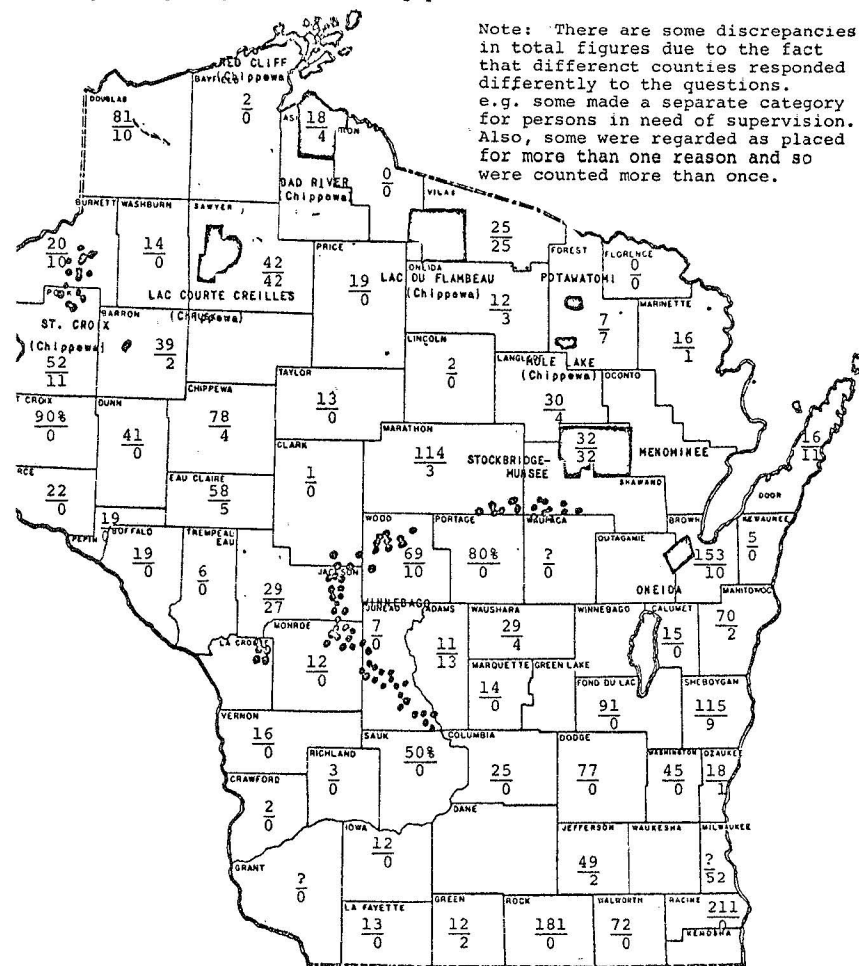


as of March 1973:

Top Figure - number of foster children placed due to either dependency, neglect or voluntary placement.

Bottom Figure - number of Indian foster children placed due to either dependency, neglect or voluntary placement.

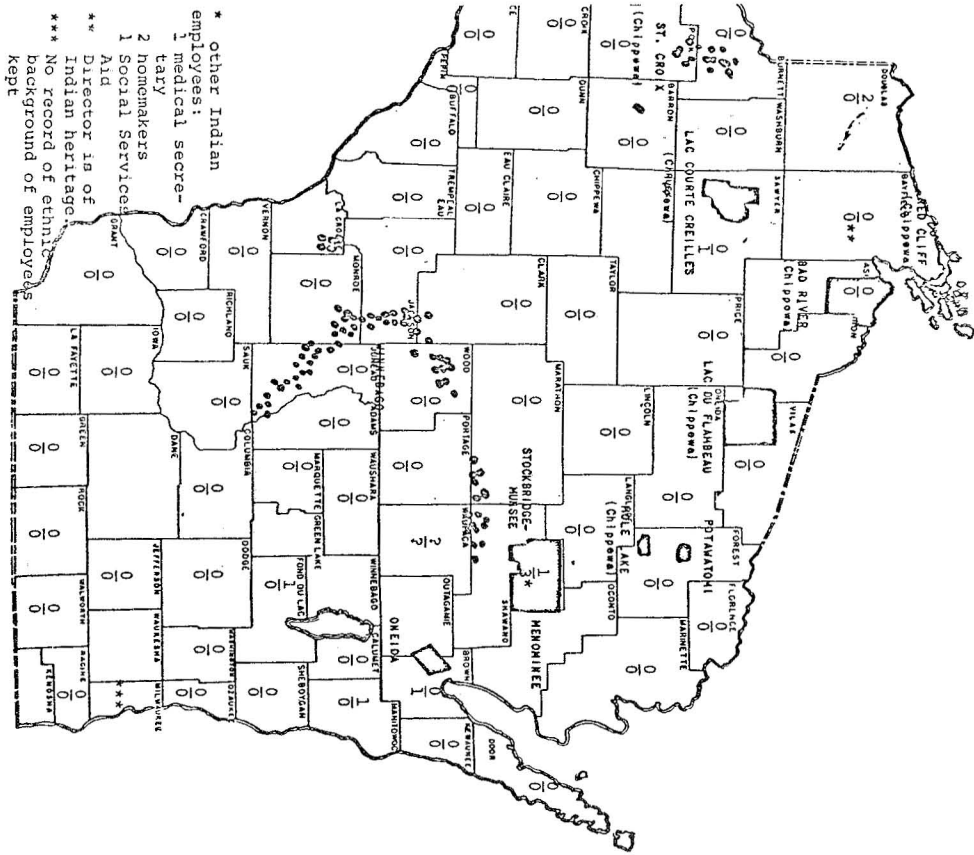
Note: There are some discrepancies in total figures due to the fact that different counties responded differently to the questions. e.g. some made a separate category for persons in need of supervision. Also, some were regarded as placed for more than one reason and so were counted more than once.





As of March 1973:

Top Figure - number of Indian Social Workers employed by the county office.  
 Bottom Figure - number of Indian Case Aids employed by the county office.



\* other Indian employees:  
 1 medical secretary  
 2 homemakers  
 1 Social Services Aid  
 \*\* Director in of Indian heritage.  
 \*\*\* No record of ethnic background of employees kept

TABLE THREE  
 MILWAUKEE COUNTY CHILDREN'S COURT CENTER 1972 NEW REFERRALS BY AGE, SEX AND RACE

AGE IN YEARS	CAUC.			NEGRO			INDIAN			OTHER			GRAND TOTALS		
	MALE	FEMALE	TOTAL	MALE	FEMALE	TOTAL	MALE	FEMALE	TOTAL	MALE	FEMALE	TOTAL	MALE	FEMALE	TOTAL
Under 1	151	152	303	34	23	57				1	2	3	186	177	363
1 thru 5	97	56	153	68	48	116	4	5	9	4	2	6	173	111	284
6 thru 8	51	25	76	22	19	41	1	4	5	2	2	4	76	50	126
9	47	12	59	36	9	45	2		2	1		1	86	21	107
10	61	13	74	54	23	77	2		2	2	1	3	119	37	156
11	107	22	129	84	37	121	5	2	7	1		1	197	61	258
12	177	48	225	182	92	273	4	2	6	8	2	10	371	143	514
13	342	145	487	359	167	526	7	3	10	14	10	24	722	325	1047
14	659	353	1012	466	234	700	21	10	31	37	27	64	1183	624	1807
15	1031	488	1519	620	287	907	23	9	32	45	46	91	1719	830	2549
16	1008	480	1488	574	268	842	19	11	30	44	54	98	1645	813	2458
17	901	318	1219	475	177	652	22	12	34	35	41	76	1433	548	1981
OVER 17	5		5		1	1				1		1	6	1	7
GRAND TOTALS	4637	2112	6749	2974	1384	4358	110	58	168	195	187	382	7916	3741	11657

TABLE FOUR - MILWAUKEE COUNTY CHILDREN'S COURT CENTER 1972 REFERRALS BY ALLEGED OFFENSE, SEX AND RACE

	CAUCASIAN			NEGRO			INDIAN			OTHER			GRAND TOTAL		
	MALE	FEMALE	TOTAL	MALE	FEMALE	TOTAL	MALE	FEMALE	TOTAL	MALE	FEMALE	TOTAL	MALE	FEMALE	TOTAL
Unsubstantiated/IN NEED SUPV	510	549	1059	297	413	710	11	14	25	16	21	37	834	997	1831
Unsubstantiated Behavior	542	48	590	423	51	474	8	-	8	21	3	24	994	102	1096
Auto Theft No Intent/Keep	502	25	527	335	10	345	17	1	18	18	3	21	872	39	911
Burglary Break/Entering	410	11	421	441	8	449	14	-	14	11	1	12	876	20	896
Running Away	285	386	671	59	87	146	7	6	13	19	19	38	370	498	868
Auto Theft Except Aggravated	276	88	364	283	142	425	11	2	13	7	2	9	577	234	811
Disorderly Conduct	332	93	425	224	57	281	11	4	15	11	4	15	578	158	736
Larceny/Shoplifting	132	135	267	136	149	285	4	1	5	6	10	16	278	295	573
Arson	114	83	197	70	36	106	5	3	8	30	28	58	219	150	369
Drug Laws Narcotic	213	52	265	40	4	44	-	1	1	13	6	19	265	63	329
Unsubstantiated Mother-Delinq	-	107	107	-	145	145	-	4	4	-	68	68	-	324	324
Vandalism	236	8	244	52	7	59	2	1	3	6	1	7	296	17	313
Sex Offenses except Rape	68	62	130	47	30	77	-	1	1	-	-	-	115	93	208
Robbery except Purse Grab	40	12	52	112	16	128	2	-	2	1	1	2	155	29	184
Other Off. Except Traffic	65	42	107	32	32	64	1	-	1	4	4	8	102	78	180
Weapons Carry/Possess/Etc	82	5	87	63	11	74	1	-	1	2	-	2	148	16	164
Drunkenness	82	22	104	9	1	10	6	4	10	1	1	2	98	28	126
Possess/Drinking Liquor	58	12	70	9	1	10	-	2	2	4	2	6	71	17	88
Curfew Violation	47	14	61	18	5	23	1	-	1	1	1	2	67	20	87
Robbery - Purse Snatching	7	2	9	39	9	48	-	-	-	-	-	-	46	11	57
Other Off. Apply/Juveniles	31	1	32	12	2	14	-	-	-	2	-	2	45	3	48
Assault Aggravated	3	1	4	9	6	15	-	1	1	4	-	-	12	8	20
Forcible Rape	4	-	4	9	-	9	-	-	-	-	-	-	13	-	13
Murder/Non-Net Manslaughter	5	1	6	6	1	7	-	-	-	-	-	-	11	2	13
Return to Court	6	-	6	3	-	3	-	-	-	-	-	-	9	-	9
Drug Laws Except Narcotics	2	-	2	2	-	2	-	-	-	-	-	-	4	-	4
TOTALS	4052	1799	5811	2730	1223	3953	101	45	146	173	175	348	7050	3202	10252

186

DATE: 6/24/73

INTAKE - Juvenile Center - Race X P.D.

Race	P. D.	Mpd Detective Bureau	MPD Vice Squad	Dist. # 4	Dist. # 2	Dist. # 1	Dist. # 7	Dist. # 3	Dist. # 6	Dist. # 5	Youth Aid Bureau	Traffic Bureau	City except UWM	UWM	Other	Total
Negro	20	29	87	20	317	546	130	7	724	61	86	99	14	419	2557	
	.78	1.13	3.40	.78	12.40	21.35	5.08	.27	28.31	2.39	3.36	3.79	.55	16.39	100.00	
	26.32	34.12	20.14	4.02	52.22	64.01	30.52	1.55	80.62	34.86	60.56	9.84	58.33	28.54	35.19	
Amer	2	0	9	14	14	2	19	11	145	0	4	8	0	7	95	
	2.11	.00	9.47	*14.74	*14.74	2.11	20.00	11.58	5.26	.00	4.21	8.42	.00	7.37	100.00	
	2.63	.00	2.08	2.81	2.31	.23	4.46	2.44	.56	.00	2.82	.81	.00	.48	1.33	
Caucasian	54	55	334	463	266	295	271	432	158	109	50	852	9	940	4288	
	1.26	1.28	9.47	10.80	6.20	6.88	6.32	10.07	3.69	2.54	1.17	19.87	.21	21.92	100.00	
	71.05	64.71	2.08	92.97	43.82	34.58	63.62	95.79	17.59	62.29	35.21	86.41	37.50	64.03	60.22	
Other	0	1	2	1	10	10	6	1	11	5	2	29	1	102	181	
	.00	.55	1.10	.55	5.22	5.52	3.31	.55	6.08	2.76	1.10	16.02	.55	56.35	100.00	
	.00	1.18	.46	.20	1.65	1.17	1.41	.22	1.22	2.86	1.41	2.94	4.17	6.95	2.54	
Total	76	85	432	498	607	853	426	451	898	175	142	986	24	1468	7121	
	1.07	1.19	6.07	6.99	8.52	11.98	5.98	6.33	12.61	2.46	1.99	13.85	.34	20.62	100.00	
	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	

# Row  
% Column  
% Plate

187

Senator ABOUREZK. I want to thank all three of you for your excellent testimony. I appreciate very much the fact that you came here to testify. Thank you.

[Subsequent to the hearing the following information was submitted:]



United States Department of the Interior

BUREAU OF INDIAN AFFAIRS

MINNEAPOLIS AREA OFFICE  
831 SECOND AVENUE SOUTH  
MINNEAPOLIS, MINNESOTA 55402

IN REPLY REFER TO:  
Social Services  
4F50-25

MAR 20 1974

Mrs. Norby Blake, Coordinator  
Family Health Program  
Lutheran Deaconess Hospital  
1305 East 24th Street  
Minneapolis, Minnesota 55404

Re: Proposal 4F50-25

Dear Mrs. Blake:

Thank you for the proposal which you submitted on March 8, 1974 requesting funding to provide foster home and child placement services in Minnesota. We have assigned number 4F50-25 to your proposal for recording purposes.

We have read the proposal and the Family Health Program Summary and appreciate the work which you are doing and propose to accomplish if adequate funding can be secured. Because your proposal is very similar to one submitted by the Minnesota Chippewa Tribe it is not appropriate for us to give further consideration to contracting for your services. If it is found that we can legally contract for these services, with an agency other than the Minnesota Welfare Department, our preference would be to work with the reservation based agency of the Minnesota Chippewa Tribe.

We appreciate your interest in improving the Indian Foster Care Program and wish success to the Family Health Plan.

Sincerely yours,

*Raymond P. Lightfoot*  
Area Director

B I A Proposal

Because Family Health provides services to Indian people living on reservations in Minnesota, and because of the need to increase those services to effectively serve the Indian people, Family Health is requesting the Bureau of Indian Affairs to fund two staff positions; plus travel costs:

1. Two full-time Case Manager positions to provide services to Indians living on the reservations, and to those migrating between the reservation and the Twin Cities.
2. One full-time staff person to recruit and work with Indian foster homes for Indian children, including on the reservations.

In the four years of Family Health's existence, the program has worked consistently with Indian people living on the reservations. As Family Health has expanded its scope, we feel it is necessary now to expand further, and to be funded for services that we have been providing to Indian people living on reservations, and to those who are migrating between the Twin Cities and the reservations.

There are three categories of Indian people from the reservations with whom Family Health works:

- 1) Many Indian people have required services which are not available on the reservations, and Family Health has been requested by the families or various agencies to provide these services for the people.



2) Because of the mobility of Indian people between their reservations and town, many of the same people we serve in the Minneapolis area also become involved in welfare and court and corrections situations in northern Minnesota counties adjacent to the reservations. Frequently we need to send case managers, psychological consultants, and our attorney to represent our people in the counties.

3) Family Health works frequently with Indian people who leave the reservations and come to Minneapolis to live. Indian people encounter many difficulties when they settle in the city, in the areas of health, law and justice, housing, income and employment.

We provided services for approximately 100 children and adults in 1973 who lived on the reservation or were migrating between the reservation and the city. Services which we provided are described in detail on the enclosed Description of the Family Health Program. They include counseling, legal services, medical and dental care, psychological testing and evaluations, foster care placements, and transportations to and from the reservation when necessary. In addition, we found housing, furniture, food, clothing, and other emergency services for people arriving in town from the reservation.

Because of the demand on Family Health to provide the services which the Indian people need, Family Health requires additional staff. We are unable to provide all of the services we are being requested to provide, for Indian people on the reservation. Because Family Health is providing this service to the Indian people, The Bureau of Indian

Affairs is pledged to provide services to reservation Indians, and therefore we are requesting the BIA to provide funding to Family Health for additional staff, plus travel costs and the use of a GSA vehicle. We need two additional full-time case managers whose primary responsibility is to work with Indian people living on the reservation.

Family Health has also been involved in recruiting and working with Indian foster homes for Indian children. In Minnesota, the rate of foster home placement of Indian children is four and one-half times greater than that of non-Indian children. Indian children have traditionally been placed in White foster homes, and great confusion and disorientation to the child has frequently been the result. The Family Health Program believes that Indian children must be placed in Indian homes. We are the only program in Minnesota attempting to obtain Indian foster homes, and we have received a very positive response from the Indian community. We have currently recruited 50 Indian foster homes in the Twin Cities. Besides recruiting homes and assisting in licensing them, we provide additional services needed by the child and the foster parents, supervise the care of the child, and of the foster home, work with the parents or other responsible relatives to enable the child to return home as soon as possible, and provide review of the placement to determine if any continuing services are necessary.

These functions should be expanded to a statewide basis because of the need for additional Indian foster homes for the large number of

Indian children who require foster care. It is necessary to establish additional homes on the reservations so that Indian foster children can remain within their own community. We currently have only one person working approximately one-half time with foster care, and there is not sufficient staff time to expand operations to a statewide basis, as is so sorely needed. We feel that the problems relating to foster care can most effectively be solved by an Indian agency providing placement. We feel that Family Health is the right agency to provide this function. We have the trust and respect of the Indian community and have worked effectively in the foster home field in Minneapolis. We are requesting the Bureau of Indian Affairs to fund one full-time staff position to recruit and work with Indian foster homes on a statewide basis, with emphasis on obtaining foster homes on the reservation.

Family Health has a high degree of creditability with the Indian people on the reservations in Minnesota, and has demonstrated its ability to work in the Indian community, both on and off the reservations. We have been requested by Minnesota reservations to assist in development and planning of Indian-run services on the reservations on a number of occasions, so that Indian people on the reservations can provide services to their own people. Social and psychological services, and foster and group homes are among the services which must be provided on the reservations. This past month, Indian people living on the Cass Lake Reservation requested our assistance in developing an Indian-run service agency on the

reservation, modeled after the Family Health Program. Several of our staff went to the Cass Lake Reservation to assist and consult with them. Nett Lake has made a similar request to us, and we shall provide the same service to them.

Because the BIA is pledged to provide services to Indian people living on the reservations, and because Family Health provides services to so many people on the reservations, we are requesting the Bureau of Indian Affairs to fund three positions: two Case Manager positions to provide services to Indian people living on the reservations and to those migrating between town and the reservations, and one Foster Care Worker position to work for the development of Indian foster homes for Indian children on a statewide basis. We are also requesting travel funds and the use of a GSA vehicle for traveling to the reservations.

BUDGETStaff

2 Senior Case Managers, 100% Annual \$9,000	\$18,000
1 Senior Foster Care Manager, 100% Annual \$9,000	9,000
fringe benefits for 3 full-time equivalents, each \$1,010 annual	3,030
Travel for 3 positions \$80 per month/worker	2,880
<b>TOTAL</b>	<b>\$32,910</b>

Plus one GSA vehicle for use in traveling to the reservations.

Form 5-4106  
July 1964

1972-1973 Contract  
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

JOM FUNDS

## NEGOTIATED CONTRACT

CONTRACT NO.  
HPOC1420547  
DATE OF CONTRACT

## NAME AND ADDRESS OF CONTRACTOR

State of Minnesota  
Department of Public Welfare  
Centennial Office Building  
St. Paul, MN 55101

## Check appropriate boxes:

INDIVIDUAL       PARTNERSHIP  
 JOINT VENTURE       STATE OR TERRITORY  
 CORPORATION, incorporated in State of \_\_\_\_\_  
 BIDDER REPRESENTS: (1) That he  is,  is not, a small  
 business concern.

(For definition of Small Business see reverse side.)

## OFFICE OR AGENCY

Department of the Interior, Bureau of Indian Affairs  
Minneapolis Area Office, 831 Second Avenue South, Minneapolis, MN 55401

## CONTRACT FOR

Foster Care of Indian Children in the State of Minnesota for Fiscal Year 1973

## PLACE:

State of Minnesota

AMOUNT OF CONTRACT \$260,000.00 based on page 4, paragraph 4, of the Bureau of Indian  
Affairs Social Services Program

## ADMINISTRATIVE DATA

This contract is authorized under 25 U.S.C. 13 and negotiated pursuant to 25 U.S.C.  
47 and 41 U.S.C. 252(c) (9) 20 BIAH 3.5 C(2) (c)

Appropriation: 3F50-01-1770-1011 (Subject to funds being appropriated by Congress)

THIS CONTRACT, entered into this date by The United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the individual, partnership, joint venture, corporation or State entity named above, hereinafter called the Contractor, witnesseth that the parties hereto do mutually agree as follows:

In consideration of the amount stated herein, the Contractor shall perform the above-described work in strict accordance with the attached documents all of which are made a part hereof and designated as follows:

General Provisions, Form 5-1254 - 9 Pages  
 Special Provisions - 5 Pages  
 Attachments A, B, C - 3 Pages

IN WITNESS whereof the parties hereto have executed this contract as of the date entered on the first page hereof.

THE UNITED STATES OF AMERICA

CONTRACTOR

By \_\_\_\_\_

(Contracting Officer)

Area Director

Minneapolis Area Office

Minneapolis, MN 55402

(Name and Location of Office)

State of Minnesota

(Name of Contractor)

By *Tom Nelson*

(Signature)

Commissioner of Public Welfare

(Title)

GENERAL PROVISIONSNEGOTIATED CONTRACT

1. COVENANT AGAINST CONTINGENT FEES: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
2. OFFICIALS NOT TO BENEFIT: No member of Congress or resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
3. EXAMINATION OF RECORDS: (a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under this contract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulation or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.
- (b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract or such lesser time specified in either Appendix M of the Armed Services Procurement Regulations or the Federal Procurement Regulations Part 1-20, as appropriate, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to the subcontract. The terms "subcontract" as used in this clause excludes (1) purchase orders not exceeding \$2,500, and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.
- (c) The periods of access and examination described in (b) and (c) above, for the records which relate to (1) appeals under the "Disputes" clause of this contract, (2) litigation or the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the Comptroller General or any of his duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

4. EQUAL OPPORTUNITY: (The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole

or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or any rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. REPRESENTATION: The offeror represents that he  has,  has not, participated in a previous contract or subcontract subject to either the Equal Opportunity Clause herein; that he  has,  has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

6. DISPUTES: (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting

Officer's decision.

(b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above. Provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

7. TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS:

(a) If the Contractor refuses or fails to prosecute the work or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the Contractor, terminate his right to proceed with the work or such part of the work as to which there has been a delay. In such event the Government may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the Government resulting from his refusal or failure to complete the work within the specified time.



(b) If fixed and agreed liquidated damages are provided in the contract and if the Government so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If fixed and agreed liquidated damages are provided in the contract and if the Government does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.

(d) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any such delay (unless the Contracting Officer grants a further period of time before the date of final payment under the contract), notifies the Contracting Officer in writing of the causes of delay.

The Contracting Officer shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in Clause 6 of these General Provisions.

(c) If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined by any reason that the Contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the Government, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(f) The rights and remedies of the Government provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

(g) As used in Paragraph (d)(1) of this clause, the term 'Subcontractors or Suppliers' means Subcontractors or Suppliers at any tier.

A. ASSIGNMENT OF CLAIMS: (a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (51 U.S.C. 203, 41 U.S.C. 15), if this contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any such assignment or reassignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. Unless otherwise provided in this contract, payments to an assignee of any moneys due or to become due under this contract shall not, to the extent provided in said Act, as amended, be subject to reduction or setoff. (The preceding sentence applies only if this contract is made in time of war or national emergency as defined in said Act and is with the Department of Defense, the General Services Administration, the Atomic Energy Commission, the National Aeronautics and Space Administration, the Federal Aviation Agency, or any other department or agency of the United States designated by the President pursuant to Clause of the proviso of section 1 of the Assignment of Claims Act of 1940, as amended by the Act of May 15, 1951, 65 Stat. 41.)

(b) In no event shall copies of this contract or any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of the Contracting Officer.

9. CONVICT LABEL: In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment or hard labor.

10. CIVIL RIGHTS ACT OF 1964 CLAUSE: The Equal Opportunity clause of this contract applies except where it conflicts with Sections 701(b) (1) and 705(i) of Title VII of the Civil Rights Act of 1964, 78 Stat. 253-257 42 U.S.C. 2000e, which pertains to Indian tribes as employers and to preferential treatment in employment given to Indians residing on or near a reservation.

11. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT: The Contracting Officer by written notice, may terminate this contract, in whole or in part, when it is in the interest of the Government. If this contract is terminated, the contractor shall be compensated in accordance with Part 1-8 of the Federal Procurement Regulations (41 CFR 1-8) in effect on this contract's date.

12. FEDERAL, STATE, AND LOCAL TAXES: (a) Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.

(b) Nevertheless, with respect to any Federal excise tax or duty on the transactions or property covered by this contract, if a statute, court decision, written ruling, or regulation takes effect after the contract date, and--

(1) Results in the Contractor being required to pay or bear the burden of any such Federal excise tax or duty or increase in the rate thereof which would not otherwise have been payable on such transactions or property, the contract price shall be increased by the amount of such tax or duty or rate increase; Provided, That the Contractor is requested by the Contracting Officer, warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price as a contingency reserve or otherwise; or

(2) Results in the Contractor not being required to pay or bear the burden of, or in his obtaining a refund or drawback of, any such Federal excise tax or duty which would otherwise have been payable on such transactions or property of which was the basis of an increase in the contract price, the contract price shall be decreased by the amount of the relief, refund, or drawback, or that amount shall be paid to the Government, as directed by the Contracting Officer. The contract price shall be similarly decreased if the Contractor, through his fault or negligence or his failure to follow instructions of the Contracting Officer, is required to pay or bear the burden of, or does not obtain a refund or drawback of, any such Federal excise tax or duty.

13. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION: This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

"This contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations and interpretations of the Secretary of Labor."

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a)

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

14. GOVERNMENT INSPECTORS: The work will be conducted under the general direction of the Contracting Officer and is subject to inspection by his designated inspectors to insure strict compliance with the terms of the contract. No inspector is authorized to change any provisions of the contract without written authorization of the Contracting Officer, nor shall the presence or absence of an inspector relieve the Contractor from any requirements of the contract.

15. SUPERVISION BY THE CONTRACTOR: The Contractor shall arrange for satisfactory supervision of the work or services to be performed under this contract. The Contractor or his designated representative shall be available at reasonable times when the work or services are being performed for the consultation with the Contracting Officer or his representative.

16. PREFERENCE TO LOCAL RESIDENTS: Preference in employment for all work to be performed under this contract, including subcontracts thereunder, shall be given to local residents subject to the provisions of Clause 4, EQUAL OPPORTUNITY.

BUREAU OF INDIAN AFFAIRS SOCIAL SERVICES PROGRAM  
FOSTER CARE OF INDIAN CHILDREN  
IN THE STATE OF MINNESOTA

1. Definitions. (a) The term "Contracting Officer" as used in this contract refers to the Official of the Bureau of Indian Affairs, who executes this contract on behalf of the United States of America or any person authorized to act for him in his official capacity or his successor.

(b) The term "Designated representative of the Contracting Officer" when used by the Contracting Officer during the performance of this contract means those persons designated by the Contracting Officer to perform certain specified functions required by the terms of the contract and the general provisions.

(c) The term "eligible Indian children" whenever used herein is defined as follows:

(1) Children in foster care, who were eligible under the terms of the previous year's contract.

(2) Indian children accepted for foster care on or after the current fiscal year, whose families on date of acceptance reside on tax exempt property held in trust for Indians by the Federal Government and whose families reside on other tax exempt lands for Indian use under the jurisdiction of the Federal Government.

(3) Children from the Red Lake Reservation, when there is mutual agreement between the Commissioner of Public Welfare and the Area Director, the designated representative of the Contracting Officer, that foster care placement can be arranged outside the boundaries of the reservation without the necessity of invoking the jurisdiction of the Juvenile Court of Beltrami County.