

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.



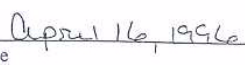


3. Shall follow Tribal requirements when referring for services a child whose parental rights have been terminated.

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 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 Department of Social Services and the Sault Ste. Marie Tribe of Chippewa Indians

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

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>29th</u> day of <u>April</u> , 1997	By: <u>[Signature]</u>
Witness: <u>[Signature]</u>	
Dated at Lansing, Michigan	FAMILY INDEPENDENCE AGENCY
This <u>12</u> day of <u>AUGUST</u> , 1997	By: <u>[Signature]</u> Director
Witness: <u>[Signature]</u>	