

**DISCLAIMER**

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

IA 99-018

**AGREEMENT**

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

**Witnesseth**

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

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

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

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

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

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

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

NOW, THEREFORE, in the consideration of the above and in consideration of the mutual covenants and conditions hereinafter contained, the

receipt and sufficiency of which is hereby mutually acknowledged, the parties hereto agree as follows:

## **I. GENERAL PROVISIONS**

- A. The FIA's payment of funds appropriated for purposes of this Agreement is subject to and conditional upon the availability of funds for such purposes; being Federal and / or State funds. FIA may terminate this Agreement immediately upon written notice to the Tribe at any time prior to completion of this Agreement if, in the opinion of FIA, funding becomes unavailable or such funds are restricted.
- B. Reasonable cause to believe that a child meeting the criteria as contained in the provisions of Act 150 or Act 220 and is an Indian Child shall exist when:
  - 1. The Tribe informs FIA that the child is a member of the tribe or is eligible for membership in the tribe.
  - 2. The child falls within the jurisdiction of the Tribal Court.
  - 3. The Tribal Court has made a determination that it is contrary to the child's welfare to remain in the home of a relative for any reason.
- C. For the purpose of this Agreement, the confidentiality restrictions legally applicable to FIA in performing its child welfare responsibilities in this state are applicable to the Tribe. The Tribe agrees, for the purpose of this Agreement, to keep confidential all information concerning child welfare and juvenile proceedings covered by this Agreement and not to reveal the information to anyone who does not need the information in order to exercise the Tribe's rights under the federal Indian Child Welfare Act.
- D. FIA shall be provided sufficient information regarding a child in Tribal Custody so that it can assess compliance with the federal requirements necessary for federal financial participation and so that eligibility for other benefit programs administered by FIA can be determined.
- E. Both parties agree that should a dispute arise between the parties in regard to the Agreement herein, both parties shall meet and attempt in good faith to resolve said dispute by negotiation. The Tribe shall notify FIA in writing of its intent to pursue a claim against FIA for breach of any terms of this Agreement. No suit may be commenced by the Tribe for breach of this Agreement prior to the expiration of 90 days from the date of such notification. Within this 90-day period, the Tribe, at the request of FIA must meet with

the Director of FIA for the purpose of attempting resolution of the dispute.

- F. Each Indian child / juvenile accepted for placement shall be placed into the least restrictive setting appropriate to his or her special needs which most approximates his or her family and is within reasonable distance to his or her home.

## II. TERMS AND CONDITIONS

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

- A. The Tribe agrees that as a condition of maintaining the Agreement, the Tribe shall:
1. Maintain a case review system for each child in out-of-home placement under tribal jurisdiction which assures that:
    - a. The status of each child is reviewed periodically but no less frequently than once every six months by the Tribal Court in order to determine the continuing necessity for the appropriateness of the placement, the extent of compliance with the case plan, and the extent of progress which has been made toward alleviating or mitigating the causes necessitating placement and to project a likely date by which the child may be returned to the home or placed for adoption or legal guardianship, and
    - b. With respect to each such child, procedural safeguards will be applied, among other things, to assure each child under the supervision of the Tribe of a disposition hearing to be held in Tribal Court no later than eighteen months after the original placement (and periodically thereafter during the continuation of placement). Such hearing shall determine the future status of the child (including but not limited to), whether the child should be returned to the parent, should be placed for adoption, or should (because of the child's special needs or circumstances) be continued in placement on a permanent or long-term basis, and procedural safeguards shall also be applied with respect to parental rights pertaining to the removal of the child from the home of his / her parents, to a change in the child's placement and to any determination affecting visitation privileges of parents.
  2. Shall follow Tribal requirement when referring for services a juvenile who has committed an offense on the reservation.

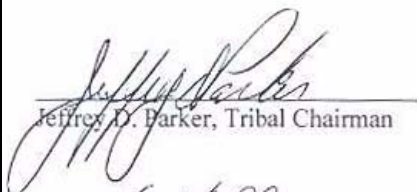
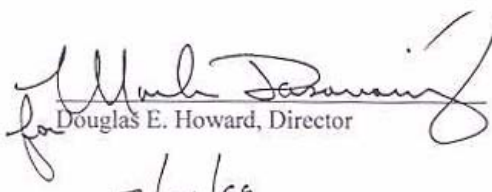
3. Shall follow Tribal requirements when referring for services a child whose parental rights have been terminated.

B. The FIA shall:

1. Accept Tribal Court orders and referrals in the same manner that state juvenile court orders are accepted.
2. Accept Tribal Court orders on juveniles and provide placement in Agency operated facilities, if appropriate.
3. Accept Tribal Court orders on children who are temporary Tribal Court wards and whose parental rights have been terminated.
4. Accept Tribal Court orders on children who are permanent Tribal Court wards and whose parental rights have been terminated.
5. Provide Title IV-E foster care payment, state foster care payment, placement in state operated facilities, Title IV-B services payment and services payment from social services block grant moneys in accordance with determined child and service provider eligibility and established foster care payment rates.
6. Reimburse Tribal Child care fund expenditures as prescribed in P.A. 111 of 1991, P.A. 168 of 1992 and P.A. 87 of 1978.
7. Pay 50% of the cost of care of a delinquent ward, if the child or placement is not otherwise eligible for IV-E funding with the Tribe contributing 50% towards the cost of care.
8. Pay 50% of the cost of care of a Temporary or Permanent Ward, if the child or placement is not otherwise eligible for IV-E funding, with the Tribe contributing 50% toward cost of care.

**SIGNED**

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

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| <br>Jeffrey D. Barker, Tribal Chairman<br>Date <u>6-14-99</u> | <br>Douglas E. Howard, Director<br>Date <u>7/21/99</u> |
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