

CHILD WELFARE SERVICES AGREEMENT

This Agreement is between the Saint Regis Mohawk Tribe, a federally recognized tribe of the St. Regis Mohawk Reservation, hereinafter referred to as the "Tribe" and the New York State Department of Social Services, hereinafter referred to as the "Department".

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Purpose

The purpose of this Agreement is to implement the provisions of Section 39(2) of the Social Services Law (SSL) whereby the Department may enter into an agreement with the Tribe for the provision of foster care, preventive services and adoption services to Indian children as defined in Section 2(36) of the SSL or as defined in the Indian Child Welfare Act, 25 U.S.C. §1903 (4).

2. Plan

The Tribe has submitted to the Department a Plan which satisfactorily demonstrates that the Tribe is able to meet the standards for foster care, preventive services, and adoptive services as set forth in applicable federal and State law and regulations. The Department hereby approves the Tribe to provide foster care, preventive services and adoption services in accordance with the Plan and the terms and conditions of this Agreement. The Plan is attached to this Agreement and its terms are incorporated herein.

3. Compliance with Federal Law and Regulations

The Tribe agrees to comply with applicable provisions of Titles IV-B (42 U.S.C. 620 et seq.), IV-E (42 U.S.C. 670 et seq.) and XX (42 U.S.C. 2001 et seq.) of the Social Security Act and Title 45 of the Code of Federal Regulations with respect to the provision of foster care, preventive services and adoption services.

4. Applicability of the Indian Child Welfare Act

The Tribe and the Department agree that the provisions of the Indian Child Welfare Act (25 U.S.C. 1901 et seq.) apply to this Agreement and the Plan. The Tribe and the Department agree that the provisions of State statutes and regulations set forth in this Agreement shall not apply to the extent that they conflict with the provision of the Indian Child Welfare Act. The Department and the Tribe recognize that the Indian Child Welfare Act provides the authority for, and the overriding law that governs this Agreement and the activities contemplated under the Plan. The Department and the Tribe further recognize that this Agreement does not purport to subject the Tribe or its members to the jurisdiction or authority of any court or other tribunal or any agency, department or other entity, public or private, or subject the Tribe or its members to the laws or regulations of any such court, tribunal, agency or department, unless done so in a manner consistent with the Indian Child Welfare Act.

5. Applicability of State Statutes and Regulations

Subject to the provisions of Section 4 of this Agreement, State law and Department regulations shall be applicable as set forth below:

a) Foster Care

i) For the purposes of this Agreement, a foster child is a child whose care and custody or custody and guardianship has been transferred to the Tribe in accordance with Sections 384 or 384-a of the SSL or Articles 3, 7 or 10 of the Family Court Act (FCA). A person over the age of eighteen may not enter foster care but if such person entered foster care prior to his or her eighteenth birthday may remain in foster care until the age of twenty-one. The determination whether a child requires foster care will be made in accordance with the Department's necessity of placement standards set forth in 18 NYCRR 430.10, subject to provisions of Section 4 of this Agreement and 25 U.S.C. §1912, 1913, 1914 and 1915.

ii) Children placed into foster care with the Tribe must be placed in a duly licensed, certified or approved foster care facility or home in accordance with Section 398(6) of the SSL. Foster care placements must be the least restrictive setting appropriate to the particular needs of the child as required by 18 NYCRR 430.11 and 25 U.S.C. §1915(c).

iii) Foster care placements in foster family boarding homes must be made in homes certified or approved by the Tribe or authorized agency in accordance with the standards set forth in 18 NYCRR Parts 443 and 444.

iv) The Tribe agrees that for all children for whom it is providing foster care, the case recording requirements of Sections 409-e and 409-f of the SSL and 18 NYCRR Part 428 apply. In addition, the requirements to pursue a permanent home for the child as set forth in 18 NYCRR 430.12 apply.

v) Reimbursement for foster care services provided by the Tribe and the administration thereof shall be subject to the standards of payment provisions of Section 398-a of the SSL and 18 NYCRR Part 427.

b) Preventive Services

i) For the purposes of this Agreement, preventive services means supportive, rehabilitative or remedial services provided to children and their families for the purpose of: averting an impairment, disruption, or breakup of a family which will or could result in the placement of a child in foster care; enabling a child who has been placed in foster care to return to his or her family at an earlier time than would otherwise be possible; or reducing the likelihood that a child who has been discharged from foster care would return to such care.

ii) The Tribe agrees to provide preventive services in accordance with the provisions of Sections 409, 409-a and 409-b of the SSL and 18 NYCRR Part 423 and Section 430.9 and 25 U.S.C. 1912(d).

iii) The Tribe agrees that for all children and families receiving preventive services, the case recording requirements of Sections 409-e and 409-f of the SSL and 18 NYCRR Part 428 apply.

c) Adoption Services

i) For the purposes of this Agreement, adoption services mean assisting a child to secure an adoptive home through: counseling with biological parent or legal guardian concerning surrender of, or legal termination of parental rights with regard to a child; the evaluation of child's placement needs; preplacement planning; the recruitment, study and evaluation of interested prospective adoptive parents; counseling for families after placement; supervision of children in adoptive homes until legal adoption; and counseling of adoptive families after legal adoption.

ii) The Tribe agrees to provide adoption services, including the photo-listing of children freed for adoption as a result of a surrender of custody and guardianship or the termination of parental rights in a manner

consistent with the Indian Child Welfare Act (25 U.S.C. §§1912, 1913 and 1915) and in accordance with the standards set forth in Sections 372-b, 372-c, 372-e, and 450-458 of the SSL and 18 NYCRR Parts 420, 421 and 424.

iii) The Department and the Tribe agree that, in accordance with 18 NYCRR 421.18(n)(1), the only parties entitled to an administrative hearing to challenge the denial by the Tribe of the right to adopt a particular child are a foster parent seeking to adopt a child in his or her own care or a person seeking to adopt a child who is related within the second degree to the applicant. Provided however, any such administrative hearing shall be subject to the preadoptive placement criteria and preferences set forth in 25 U.S.C. §1912, 1913 and 1915(a) and (b).

6. Reimbursement

a) The Department agrees to reimburse for reasonable and actual expenditures of the Tribe for the provision of foster care, preventive services and adoption services and the administration thereof provided by the Tribe in conformance with the Plan and this Agreement. Reimbursement for services and administration is subject to the terms and conditions relating to Department reimbursement of social services districts as set forth in Section 153 of the SSL, applicable Department regulations, including 18 NYCRR Part 628, and the State Aid to Localities Budget. To the extent possible, the Tribe agrees to submit claims in such a manner as to seek to maximize available federal reimbursement.

b) Claims for reimbursement shall be made on forms as required by the Department.

c) The Tribe agrees to retain financial records for at least six years after the deliver of services by the Tribe.

d) The Department agrees to use its best efforts to seek and make available to the Tribe all federal funds, or the benefits therefrom, made available to the Department under the provisions set forth in Section 3 of this Agreement that are attributable to the Tribe and its members and further agrees to use its best efforts to assist the Tribe in identifying such funds.

7. Administration

a) Eligibility

i) Subject to the provisions of the Indian Child Welfare Act, the Tribe agrees to process applications and to administer eligibility determinations for services provided pursuant to the Plan and this Agreement in accordance with applicable Department regulations including 18 NYCRR Parts 404, 423, 426 and 430.

ii) The Tribe agrees to comply with the requirements for notice and participation in administrative hearings relating to eligibility and/or denial and termination of services as set forth in Sections 22, 372-e, and 400 of the SSL and 18 NYCRR Part 358.

b) Records

i) The Department and the Tribe agree to maintain the confidentiality of information collected in the provision of services pursuant to the Plan and this Agreement in accordance with the State statutory and regulatory standards for the confidentiality of foster care, preventive services and adoption services (see Sections 372 and 373-a of the SSL; Section 114 of the Domestic Relations Law; Article 27-F of the Public Health Law; and 18 NYCRR Part 357, 423 and 431).

ii) The Tribe agrees, except as stated below, to retain records regarding children receiving foster care and preventive services until the youngest child in the family who received services reaches the age of

twenty-one, or six years after the termination of service, whichever is later. Records concerning children who are adopted shall be permanently retained.

iii) The Department shall have access to all records maintained by the Tribe regarding the services provided pursuant to the Plan and this Agreement.

c) Systems

The Tribe agrees to enter eligible children and families into the Child Care Review Service and the Welfare Management System as required by Sections 21 and 442 of the SSL.

d) Audit

i) The Department retains the right to conduct fiscal and program audits of the services provided pursuant to the Plan and this Agreement and the administration thereof and may withhold or deny reimbursement for the failure of the Tribe to comply with federal or State standards relating to the provision of such services and the administration thereof.

ii) The Tribe, to the extent responsible, agrees to be subject to the findings and sanctions assessed as a result of federal audits and disallowances of the services provided pursuant to the Plan and this Agreement and the administration thereof.

e) Supervision

The Department and the Tribe agree to work cooperatively to supervise the activities contemplated by the Agreement and the Plan. The nature and scope of such supervision is set forth in Sections 20 and 34 of the SSL and such tribal laws, regulations and policy as applicable.

f) Proposed Regulations

The Department agrees to provide the Tribe with a copy of any proposed regulation which may have an impact upon the terms and conditions of this Agreement and the Tribe shall have an opportunity to comment upon such proposed regulations in accordance with the provisions of the State Administrative Procedure Act.

8. Effective Date

a) This Agreement shall take effect on April 1, 1994.

b) The Agreement shall continue unless and until it is terminated by mutual consent or by one of the parties upon prior written notice to the other party. Should the Agreement be terminated, the Tribe agrees to work cooperatively with the Department and appropriate social services districts for the purpose of the transfer of clients to ensure that needed services are not disrupted.


9) Amendments

a) The Agreement and the Plan may be amended upon the mutual consent of the Tribe and the Department.

b) The Agreement shall be deemed amended to reflect the enactment, amendment or repeal of applicable federal or State statutes or regulations.

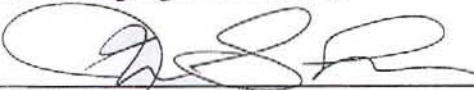
c) The Department and the Tribe agree to meet semi-annually upon the request of one or more of the parties to review the activities under the Agreement and the Plan and to make modifications to the Agreement and the Plan as are desirable and necessary to accomplish the purposes for which the Agreement was established.

IN WITNESS WHEREOF, the Tribe and the Department have signed this Agreement on the day and year appearing opposite their respective signature.



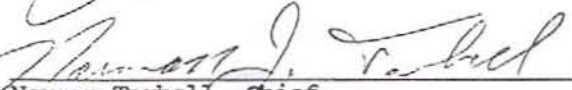
L. David Jacobs, Head Chief
Saint Regis Mohawk Tribe

Aug. 23, 1993
Date



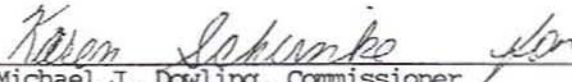
John S. Loran, Chief
Saint Regis Mohawk Tribe

8/23/93
Date



Norman Tarbell, Chief
Saint Regis Mohawk Tribe

8/23/93
Date



Michael J. Dowling, Commissioner
New York State Department of Social Services

8/23/93
Date