

**MEMORANDUM OF  
UNDERSTANDING BETWEEN  
THE DEPARTMENT OF SOCIAL SERVICES  
AND CROW CREEK SIOUX TRIBE**

**1. Purpose**

The Department of Social Services (DSS) and the Crow Creek Sioux Tribe (CCST) enter into this MOU in order to define the responsibilities of the respective entities to provide DSS the ability to place Native American children in foster and adoptive homes licensed by the CCST ICWA Program in compliance with Title IV-E licensing requirements. Nothing in this MOU shall constitute a waiver or abrogation of sovereign immunity or any statutory immunity.

The need for this MOU arises from the shortage of foster and adoptive homes for placement of Native American children on the Crow Creek Sioux Reservation and the CCST's interest in promoting and maintaining the integrity of the CCST as a society and as a culture. In furtherance of that interest, the CCST has the authority to recruit, train, and license foster and adoptive homes for Native American children

This MOU establishes the joint relationship to ensure safe, adequate, and appropriate out-of-home placement of all CCST children and children of other tribes and seeks to remove any barriers that exist in establishing necessary resources for Native American children. This MOU is intended to protect the long-term best interest, as defined by the tribe, of Native American children and their families, by maintaining the integrity of the Tribal family, extended family and the child's Tribal relationship. Family preservation shall be the intended purpose and outcome of these efforts.

**2. Authority**

The United States Congress has enacted PL 95-608.92 Stat. 3069 thus known as the Indian Child Welfare Act of 1978 (hereinafter "the Act"). The Act provides that the states and the Indian tribes are authorized to enter into agreement with each other respecting the care and custody of Indian children.

The CCST has the authority to license foster and adoptive homes located within the boundaries of the Crow Creek Sioux Reservation and those located "on or near" the reservation. For purposes of this agreement, the CCST may license individuals who are members of the CCST or are eligible for membership in the CCST, and members of other federally recognized Tribes or are eligible for membership, or other Non-Indians who have completed the licensing requirements set forth by the CCST Licensing Standards.

### **3. Responsibilities**

#### **A. DSS Responsibilities**

1. DSS will remain responsible for the investigation of all child abuse and neglect referrals, case planning, social work services to families, and foster and adoptive placements on the Crow Creek Sioux Reservation.
2. DSS will add tribally-licensed foster homes that have met all requirements as a resource to the DSS database FACIS.
3. DSS will retain all required background checks, initial and renewal home studies, and licenses in the DSS File Director system.
4. DSS will notify the CCST of any foster or adoptive homes that require action to meet licensing requirements such as license expiration, family members needing criminal background checks, central registry screenings, or sex offender registry screenings.
5. DSS will review licensing files on a yearly basis to ensure compliance with Title IV-E requirements.
6. DSS will accept the CCST's standards for the licensure of foster and adoptive homes in accordance section 3(B)(1) of this MOU. If DSS believes changes to these standards are necessary, DSS will notify CCST regarding the necessary change to ensure the standards remain mutually acceptable.
7. DSS will pay for the foster care placement of children in the homes of relatives at the same rate as non-relative placements, providing the home is licensed and meets all CCST licensing standards.
8. DSS will follow the preference for placement as defined by ICWA in cases where the Crow Creek Sioux Tribal Court has given DSS custody, or placement, care, and supervision responsibilities of a Native American child.
9. DSS agrees to seek the Crow Creek Sioux Tribal Court's approval for all placements of Native American children when the preference of placement cannot be followed prior to placement of such child except for emergency placements when DSS is unable to contact the Crow Creek Tribal Court prior to placement.
10. If there are allegations of child abuse and neglect in a licensed foster home, DSS's protocol is to remove that child(ren) from that foster home pending the outcome of the investigation to ensure child safety.

#### **B. CCST Responsibilities**

1. CCST will establish and maintain standards for foster and adoptive homes for children under the jurisdiction of the CCST. The standards shall be reasonably in accordance with standards recommended by national organizations concerned with standards for foster and adoptive homes, including standards related to placement, safety, sanitation, and protection of civil rights and shall be applied by

- the CCST to all foster family homes and adoptive homes licensed by the CCST and receiving funds under Title IV-E as a result of this agreement. If CCST believes changes to these standards are necessary, CCST will notify DSS regarding the change to ensure the standards remain mutually acceptable.
2. The Crow Creek Sioux Tribe shall adopt, maintain and utilize foster care licensing standards that are accepted by the federal Administration for Children and Families, including safety checks which are required by 42 USC 671(A)(20).
  3. The CCST will conduct criminal background checks which are required for anyone living in the home 18 years of age or older. This includes criminal background checks on those members of the household who have turned 18 since the initial and/or renewal license was issued.
    - Fingerprint based criminal record check must be completed by the Division of Criminal Investigation (DCI) which results in documentation (either a letter from the DCI, or a copy of the rap sheet) indicating there is no criminal history that would prevent the individual from being licensed.
    - Fingerprint based criminal record check must be completed by the FBI which results in documentation (either a letter from the FBI, or a copy of the rap sheet) indicating there is no criminal history that would prevent the individual from being licensed.
  4. The CCST will contact DSS to conduct a Central Registry screening for anyone in the household 10 years of age or older.
  5. The CCST will conduct a Sex Offender Registry check on anyone 15 years of age or older in the household.
  6. The CCST will provide copies of the following documents to the state:
    - Current Licensing Standards
    - Home Study Template
    - Outline of Training Curriculum (to demonstrate hours of required training)
  7. The CCST will maintain the licensing records for each foster family and adoptive home receiving Title IV-E or other federal or state funds. The CCST shall retain closed foster care licensing files for 6 (six) years from the date the license expired or was withdrawn. For revoked or denied foster care licensing files, the CCST must maintain the records indefinitely due to future liability issues if the foster home obtained a license at a later date.
  8. The CCST has exclusive jurisdiction to investigate allegations of child abuse or neglect occurring in a foster home licensed by the Tribe.
  9. The CCST will notify the State of any founded allegation of child abuse or neglect occurring in a foster home licensed by the CCST. The CCST will provide this information in order to participate with other child welfare providers in an attempt to keep central records within the State of South Dakota on individuals

who care for or who seek to care for children. The information maintained by DSS will be kept confidential according to South Dakota state law.

10. The CCST shall notify the DSS contact for licensing of the CCST's approval or termination of any foster care license.

### **C. Mutual Responsibilities**

1. Each foster or adoptive home licensed on the Crow Creek Sioux Reservation shall be licensed by one of the two parties and that party shall provide licensing supervision for that home. No foster or adoptive home shall be licensed by both the CCST and DSS. If the other party decides to make a child placement in that home, the other party will be contacted to assist in arranging placement.
2. The parties agree to make foster care placements only with licensed foster homes, except for court-approved placements where no foster care payment is being made.

### **D. Modification**

This agreement may be modified upon the mutual consent of DSS and the CCST. Any such modification shall be attached to this Agreement and become a part hereof.

### **E. Termination**

This Agreement shall be effective as of June 1, 2020 and shall end on May 31, 2021, unless sooner terminated pursuant to the terms hereof. This Agreement or any part thereof may be revoked, with or without cause, upon thirty days written notice, served by certified mail, return receipt requested, upon the authorized representative of the other parties. Prior to notification or revocation, a party considering revocation shall, whenever possible, seek to cooperatively explore with the other party ways in which to avoid revocation.

**AUTHORIZED SIGNATURES:**

In witness hereto, the parties signify their agreement by affixing their signatures hereto.

DocuSigned by:  
*Peter Lengkeek* 8/10/2020  
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Crow Creek Sioux Tribal Chairman Signature Date  
  
Peter Lengkeek  
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Crow Creek Sioux Tribal Chairman Printed Name

DocuSigned by:  
*CPS DSS Division Director Pamela S. Bennett* 8/10/2020  
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State - DSS Division Director Pamela S. Bennett Date

DocuSigned by:  
*Laurie R. Gill* 8/10/2020  
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State – DSS Cabinet Secretary Laurie G. Gill Date