

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES,
DIVISION OF FAMILY AND CHILDREN'S SERVICES
AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS**

WHEREAS, the Mississippi Band of Choctaw Indians is a federally recognized Indian Tribe having certain inherent powers and attributes of sovereignty and jurisdiction as recognized in federal and tribal law and court decisions; and

WHEREAS, the territory of the Mississippi Band of Choctaw Indians is located in the State of Mississippi, and citizens of the Mississippi Band of Choctaw Indians residing in the Choctaw Indian Country located in Mississippi are also citizens of the State of Mississippi, pursuant to 8 U.S.C. § 1401(B); and

WHEREAS, the executive branches of the State of Mississippi and the Mississippi Band of Choctaw Indians executed an Accord dated the 24th of November 1997 for the purpose of recognizing and enhancing the government-to-government relationship and cooperation between the State of Mississippi and the Mississippi Band of Choctaw Indians; and

WHEREAS, there exists an interdependent relationship between the government of the Mississippi Band of Choctaw Indians and the government of the State of Mississippi; and

WHEREAS, the executive branches of the State of Mississippi (the "State") and the Mississippi Band of Choctaw Indians (the "Tribe") have issued executive orders instructing executive agencies of the State and the Tribe to develop an appropriate memorandum of understanding to address how each such agency shall interact, coordinate and work with each other; and

WHEREAS, the Mississippi Department of Human Services, Division of Family and Children's Services, and the Tribe, Division of Family and Children's Services, desire to work together in coordination and cooperation with each other in a government-to-government relationship for the benefit of both parties:

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Memorandum of Understanding is to formalize the terms and conditions the Tribe and the State will employ to effectively render assistance to Choctaw children.

Automatic authority and control vests with the Tribe's Children and Family Services Program and the Choctaw Tribal Courts when a Choctaw child resides on the Choctaw Indian Reservation ("Reservation"). However, situations arise where Choctaw children live off the

Reservation, and in those situations the State will be the responding agency. The State will also serve as the responding agency where an incident arose off the Reservation, even if the child is domiciled on the Reservation.

II. DEFINITIONS

A. "Indian child" means any unmarried person who is under age eighteen and is either (a) a member of an Indian tribe or (b) is eligible for membership in an Indian tribe and is the biological child of a member of an Indian tribe. 25 U.S.C. § 1903(4).

B. "Reservation" means those lands defined as "Reservation lands" under MCA § 27-65-211 and includes lands defined as Indian country under § 18 U.S.C. § 1151(a) or (b). Reservation lands, land held in trust for the benefit of the Tribe, are located in Neshoba (Pearl River, Tucker, Bogue Chitto Communities), Newton (Conehatta), Kemper (Bogue Chitto Community), Leake (Standing Pine and Red Water), Noxubee (Crystal Ridge Community), Scott, Winston (Crystal Ridge), and Jones (Bogue Homa) counties.

III. CONTACT PERSONS

Unless otherwise stated, the appropriate contact person for the State of Mississippi for matters pertaining to this Memorandum of Understanding shall be:

Mississippi Department of Human Services
Regional Supervisor
Family and Children's Services
Post Office Box 865
Starkville, Mississippi 39760
(662) 324-9637; Fax (662) 323-5862

The appropriate contact person(s) for the Mississippi Band of Choctaw Indians shall be:

Mississippi Band of Choctaw Indians
Director
Department of Family and Community Services
Post Office Box 6010
Choctaw, Mississippi 39350
(601) 650-1778

Mississippi Band of Choctaw Indians
Indian Child Welfare Representative
P. O. Box 6050
Choctaw, Mississippi 39350
(601) 650-1741; FAX (601) 656-8817

The State shall contact the above-designated individual(s), or successor(s), for the Tribe, and the Tribe shall contact the above-designated individual, or successor, for the State when

either party has any questions related to this Memorandum of Understanding.

IV. IMPLEMENTATION, OBJECTIVES AND RESPONSIBILITIES

A. IMPLEMENTATION

This Memorandum of Understanding shall be immediately effective upon the signature of the parties hereto.

B. OBJECTIVES

The parties hereto agree that promoting the safety and proper placement of Choctaw children is a primary objective of both parties. Therefore, since the State and the Tribe have not previously created protocols outlining the duties of each agency when addressing neglect and abuse cases involving Choctaw children, both agencies agree to formalize their respective duties for cases involving Choctaw children.

However, certain questions have arisen as to how the State will handle cases involving Choctaw children and what involvement the Tribe will have in the matter. These questions, by execution of this agreement, are hereby resolved to the satisfaction of both parties consistent with applicable law and without waiver of either parties' existing governmental authority, jurisdiction or sovereign prerogatives.

C. RESPONSIBILITIES

1. The Tribe agrees as follows:

- a. To respond to any allegation of abuse or neglect within the Reservation.
- b. To determine whether or not the child is an "Indian child" subject to the authority of the Tribe and respond to any inquiries from the State requesting assistance with such a determination. If a determination is made that the child is not an "Indian child", the State will be notified and will assume authority over the matter.
- c. To make every effort to assist the State with placement of Choctaw children with Choctaw families.
- d. To aid the State in identifying Choctaw families and other tribal families living off-Reservation, who may be eligible to serve as State "DHS Resource Families." In the event that a question of domicile arises, the Tribe will locate at least one off-Reservation Choctaw family who will agree to provide care in an emergency situation.
- e. To establish procedures and assist all State caseworkers when they conduct monthly in-home assessments of Choctaw children on-

Reservation.

- f. To jointly provide training once a year which will address issues related to Choctaw culture and these established protocols.
- g. To testify in State court proceedings involving Choctaw children living off-Reservation, whether or not they have assumed authority over the child.
- h. To report criminal charges in the appropriate jurisdiction if they are the investigating agency.
- i. To accompany DHS workers when visiting Choctaw children on-Reservation.

2. The State agrees as follows:

- a. To respond to any allegation of abuse or neglect. This includes responding to families of Choctaw heritage.
- b. To determine whether or not the child is an "Indian child." If so, contact the Tribe immediately so they can assume immediate authority. If a determination of Native American heritage cannot be made, the State will assume initial authority and initiate an investigation to determine whether or not the child is an Indian child.
- c. To jointly provide training once a year to address these protocols.
- d. To testify in Tribal Court proceedings involving Choctaw children living on and off-Reservation.
- e. To make every effort to place Choctaw children living off- Reservation with Choctaw families.
- f. To report criminal charges in the appropriate jurisdiction if they are the agency investigating.
- g. To comply with an agreed procedure for monthly in-home assessments of Choctaw children on-Reservation.
- h. To provide the Tribe with the Mississippi Central Intake phone number for all reports of abuse or neglect involving Choctaw children off-reservation: 1 (800)222-8000.
- i. To accompany Tribal workers, if requested, to visit Choctaw children off-Reservation.

3. The Tribe and State agree as follows:

- a.** To meet as needed, aside from the annual training, to discuss particular matters or items of concern regarding these protocols or activities thereunder.
- b.** To cooperate and collaborate efforts to ensure safety and provision of services to children.
- c.** To staff common cases jointly, as appropriate.
- d.** To expand other services and cooperative efforts, as needed.

V. SOVEREIGNTY

The parties hereto have entered into this Memorandum of Understanding for the sole purpose of enhancing government-to-government cooperation between the agencies of the State and the Tribe. The Memorandum of Understanding does not, and shall not be construed to, change, enlarge, diminish, or waive the sovereignty or jurisdiction of either party or the rights, privileges or immunities of either party or any person. In addition, this Memorandum of Understanding does not, and shall not be construed to, create any right to administrative or judicial review, or any other right, benefit or responsibility, substantive or procedural, enforceable by any person against the executive branch of the Tribe, the executive branch of the State, their officers or employees, or any other person, except as expressly agreed to herein.

VI. AMENDMENTS

This Memorandum of Understanding may be amended in writing as mutually agreed upon by the parties.

VII. TERMINATION

This Memorandum of Understanding may be terminated by either of the parties by giving sixty (60) days prior written notice to the other.

VIII. EXECUTION

The parties agree that this Memorandum of Understanding shall be submitted to both the executive branches of the State and the Tribe, and that nothing contained in this Memorandum of Understanding or any amendments thereto shall become effective until executed both by the Chief of the Tribe and the Governor of the State.

WE, THE UNDERSIGNED, HEREBY AGREE TO THIS MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF MISSISSIPPI AND THE MISSISSIPPI BAND OF CHOCTAW INDIANS.

MISSISSIPPI BAND OF CHOCTAW INDIANS

Phyllis J. Anderson

**PHYLISS J. ANDERSON
TRIBAL CHIEF**

10/25/12
DATE



STATE OF MISSISSIPPI

Phil Bryant

**PHIL BRYANT
GOVERNOR**

10/25/2012
DATE



**DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY AND
CHILDREN'S SERVICES**

Richard A. Berry

**RICHARD A. BERRY
EXECUTIVE DIRECTOR**

10/25/12
DATE