**DRAFT**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**AND THE**

**STATE OF NEVADA DIVISION OF CHILD AND FAMILY SERVICES**

**FOR**

**CROSS-JURISDICTION FOSTER HOME PLACEMENTS**

This memorandum of understanding (hereinafter referred to as the “MOU”) is entered into by and between by and through its Department of Human Services (the “Tribe”) and the State of Nevada Division of Child and Family Services (“DCFS”).

**PHILOSOPHY:**

This MOU will be honored to meet the common goals and principles of cooperation and mutual respect. The Tribe and DCFS each agrees to perform their respective duties and responsibilities under this MOU in good faith and in the spirit of cooperation to accomplish the purpose by serving the best interests of children in need of services. The Tribe and DCFS believe this MOU will be beneficial to both community jurisdictions.

**PURPOSE:**

The purpose of this MOU is to allow for the safe and culturally appropriate placement of children across jurisdictions through recognition of each jurisdiction’s licenses related to foster homes, foster care and foster placement. It is the intent of this MOU that MOU andthe entities recognize and comply with applicable guidelines and laws of of Nevada, the Nevada Revised Statutes, the Nevada Administrative Code and all other laws of Nevada (including all immunities that exist in law), and all federal laws. It is further the intent that children in need of child welfare services shall receive such services and not experience delay in the receipt of services due to questions regarding the implementation of this MOU.

This MOU is established to enable children who are either (1) not eligible for enrollment in the Tribe and/or (2) children eligible for enrollment but not yet enrolled with the Tribe and/or (3) children enrolled with the Tribe who the Tribe has chosen not to take jurisdiction of, to be placed with siblings, and/or with extended family members residing on the Reservation.

**FOSTER CARE PLACEMENTS:**

DCFS may recognize the foster home licenses issued by the Tribe pursuant to Foster Home Regulations and Standards (attached hereto as Appendix A and incorporated herein by this reference) and in accordance with all applicable federal laws which require:

* Child Abuse and Neglect screening;
* Local law enforcement background checks; and,
* Fingerprints submitted to the FBI.

The Tribe shall ensure that the prospective foster parents meet minimum foster home licensing safety standards and applicable federal laws as stated above prior to placement of the child.

In accordance with the order of placement preference of the Indian Child Welfare Act of 1978, 25 U.S.C. § 1915(b) or the laws and regulations of other jurisdictions serving the best interests of children within DCFS custody: DCFS is hereby authorized to place children in homes that are licensed by the Tribe; to supervise any such placements including the right to conduct home visits on the Reservation; to make changes in placements; and, to provide ongoing services as needed to the youth and the families who reside on the Reservation that are in the foster care system for the State of Nevada, pursuant to Nevada Revised Statutes Chapter 432B and Nevada Administrative Code 432B. The Tribe and DCFS shall work together to ensure that culturally appropriate services are efficiently provided, in part by communicating all necessary information required to properly afford foster care services. This exchange of information shall include information pertaining to families who have an approved license to operate as a foster care home on the Reservation. DCFS shall notify the Tribe of any placement in tribally licensed or approved homes located on the Reservation.

**CONFIDENTIALITY:**

The Tribe and DCFS shall adhere to all confidentiality restrictions legally applicable in performing child welfare services.

**TERM:**

This MOU shall commence on the       and shall be effective for a term of two years and will automatically renew an additional two years thereafter unless written notice is served by any of the parties of this MOU stating otherwise. This MOU will automatically expire at the end of four years from the date last signed unless otherwise agreed upon to extend the MOU.

**TERMINATION:**

This MOU may be terminated by any party to the MOU upon 30 days written notice.

**SOVEREIGN IMMUNITY:**

does not waive its sovereign immunity and enters into this MOU pursuant to its governmental authority, and nothing herein shall be deemed as such.

We the undersigned hereby agree to the terms and conditions of this Memorandum of Understanding between , and the State of Nevada Division of Child and Family Services.

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 Date

, Chairman

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Division of Child and Family Services Date

Amber Howell, Administrator

**APPENDIX A:**

**FOSTER CARE PROVISIONS:**

**Foster Home Regulations and Standards** **.**