

AGREEMENT BETWEEN
YSLETA DEL SUR PUEBLO/ TIGUA SOCIAL SERVICES
AND TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

PREAMBLE

This Intergovernmental Agreement ("Agreement") is entered into by and between Texas Department of Family and Protective Services, Child Protective Services and Child Protective Investigations Divisions (hereinafter "DFPS" or the "Department") and Ysleta Del Sur Pueblo/Tigua (hereinafter, "The Pueblo"), each acting in their respective capacities.

This Agreement is based on the fundamental principles of government-to-government relationships and recognizes the sovereignty of the Pueblo and the State of Texas and each respective sovereign's interests. Nothing in this Agreement shall be construed as a waiver of the Pueblo's inherent tribal sovereign immunity nor as an extension of State jurisdiction over the Pueblo and its reservation for any purpose or in any forum.

As a party to this Agreement, DFPS has the authority to bind regional and local offices of DFPS, as its agents to the provisions set forth. As a party to this Agreement the Pueblo has the authority to bind its members and Sacred Connections, the Pueblo's social service provider, as its agents to the provisions set forth.

For the purpose of this Agreement, all definitions in the Indian Child Welfare Act, 25 U.S.C. Chapter 21 and 25 CFR part 23 ("ICWA") are applicable to this Agreement and shall be referenced and utilized in the performance of each party's responsibilities under this Agreement. ICWA expressly authorizes the states and Indian Tribes to enter into agreements concerning the care and custody of Indian children and jurisdiction over child-custody proceedings involving Indian children. *See* 25 U.S.C. § 1919.

To the extent consistent with ICWA, all questions of membership in the Pueblo or eligibility for membership in the Pueblo shall be decided by the Pueblo and such decisions shall be final. If DFPS has questions concerning the Tribal membership of a particular individual, it shall communicate with the Pueblo's Social Services for resolution.

I. PURPOSE AND OBJECTIVES

This Agreement furthers the interests of the Pueblo and DFPS by establishing mutual protocols for open communication, cooperation and training in the vital areas of child protection, family preservation, and compliance with the requirements of ICWA. The responsibilities and duties of each party are detailed in this Agreement.

The provisions of this Agreement are applicable to any action by DFPS with respect to a Pueblo child regardless of the initiation of any judicial proceedings and the residential location of the Pueblo child or the child's Pueblo parents. For purposes of this Agreement, a "Pueblo child" is any unmarried person who is under the age of eighteen and is (1) a member of the Pueblo, (2) eligible for membership in the Pueblo, or (3) is the child of a member of the Pueblo.

II. CONFIDENTIALITY

For the purpose of this Agreement, the confidentiality restrictions applicable to DFPS in performing its children's protective services responsibilities in this state are applicable to the Pueblo. The Pueblo agrees, for the purpose of this Agreement, that Sacred Connections and the Pueblo will maintain the confidential status of information received from DFPS which is required by law to be kept confidential concerning child protective services cases covered by this Agreement and will not reveal such information except with the permission of DFPS or as permitted or required by law. Likewise, DFPS agrees, for the purpose of this Agreement, that DFPS will maintain the confidential status of information received from the Pueblo which is required by law to be kept confidential concerning child protective services cases covered by this Agreement and will not reveal such information except with permission of the Pueblo or as permitted or required by law.

III. NOTICE

DFPS, at the outset of any case involving a child-custody proceeding, will make a good faith effort to determine whether the child is an Indian child. The question of a child's native/Indian heritage should be asked at every initial encounter (like asking for a name, address and phone number, and other identifying information) and should be addressed not only to parents, but grandparents, relatives, caretakers, or any other person that can reasonably be expected to have information regarding the child. The determination of the Native/Indian status of a child shall be made at the preliminary stages of the case and as soon as practicable in order to serve the best interests of the Indian child and protect the interests of the child's tribe. All possible tribes of which the child may be a member, may be eligible for membership, or in which a parent may be a member or eligible for membership, should be immediately notified in writing.

If it is determined that the child is a Pueblo child, DFPS will notify the Pueblo by (1) contacting Sacred Connections by phone; and (2) providing legal notice in writing as required by ICWA.

- I. All questions of membership in the Pueblo or eligibility for membership in the Pueblo shall be decided by the Pueblo and such decisions shall be final. If the Department has

questions concerning the tribal membership of a particular individual, it shall contact the Pueblo through Sacred Connections.

2. DFPS will provide the names and contact information for each caseworker and supervisor that will handle the Pueblo's cases throughout the case from initial referral to conclusion. DFPS will update the Pueblo on staff changes.
3. Every initial visit of any investigation shall be conducted jointly unless this is not possible due to emergency circumstances. Notification of all visits shall come from DFPS to the Pueblo, regardless of the source of the referral to DFPS.
4. DFPS shall notify the Pueblo of any visit to be made with a Pueblo Indian child or the child's Indian parents. If the visit is to be made after hours, DFPS will notify the Pueblo by telephone at (915) 479-2591, or other number designated by the Pueblo. The Pueblo will provide to DFPS a phone number at which the Pueblo may be notified after hours. Should DFPS be unable to reach the Pueblo, he/she will notify the Tribal Police of their presence and attempt to arrange an escort by contacting Tribal Dispatch at (915) 860-9653.
5. Notification should be made to the Pueblo prior to a child's removal from his or her home environment. If this is not possible due to emergency circumstances, then Tribal Police will be notified of any presence on the reservation to conduct a removal and attempt to arrange an escort. DFPS will notify the Pueblo the first working day after removal.
6. The Pueblo agrees to report to the Child Abuse Hotline, pursuant to the Texas Family Code Sections 261.101 through 261.109, any incidents identified in working with families which may constitute possible child abuse or neglect as defined by the Texas Family Code, Section 261.001.

IV. SERVICE PROVISIONS

1. DFPS will provide the names and contact information for specialists and supervisors to handle cases involving a Pueblo child. DFPS will update the Pueblo monthly on staff changes.
2. DFPS (Investigations, FBSS, and Conservatorship) agrees to appoint an individual within each unit to serve as DFPS's liaison within the unit with the Pueblo, and the Pueblo agrees to appoint a liaison to work with DFPS to: (a) facilitate an appropriate response between DFPS and the Pueblo in working together on individual cases and on cases in general; (b) facilitate coordination between DFPS and the Pueblo in the development of family safety plans and coordinating services; (c) assist in resolving conflicts; (d) serve as the point of contact to address any general concerns between DFPS and the Pueblo. DFPS and the Pueblo agree to notify each other promptly and in writing if the name or contact information for the DFPS and/or Pueblo liaison changes. An alternate liaison should be named in case of emergencies. The supervisor of the liaison can act as the alternate liaison.

DFPS agrees to assign any cases with a Pueblo child or Pueblo parent to the liaison within each unit, if possible. If not possible, unit liaison agrees to assist with case if necessary.

3. DFPS (FBSS) agrees to have monthly case staffings with caseworkers and tribal social workers; quarterly meetings with program director and social services coordinator.
4. Each DFPS (FBSS) Supervisor will serve as the tribal liaison for their unit. DFPS (FBSS) agrees to continue to evaluate the protocol for any possible changes.
5. DFPS (FBSS and Conservatorship) and the Pueblo shall have monthly staffing conferences on the status of every DFPS case involving a Pueblo child.
6. The Pueblo will make staff available to assist in the delivery of services along with DFPS, which includes efforts to prevent the breakdown of the family and to assist in the transition of the family case from the first visit of any investigation through legal services to conclusion. This includes updating DFPS about significant developments concerning the Pueblo that might impact the delivery of services.
7. The Pueblo will assist in the recruitment of foster parents from within the Pueblo.

8. DFPS agrees to train all employees to ask clients about native/tribal ancestry of the parent and the child at the outset of every initial meeting with a parent/child caretaker in accordance with ICWA.
9. The Pueblo requires that a statistical report for the case be completed and provided to the Pueblo by DFPS on a quarterly basis. The report will contain statistical information to include:
 - a. The case name;
 - b. The outcome of the investigation;
 - c. Whether substance abuse was involved;
 - d. The type of abuse and/or neglect involved;
 - e. Current case status; and
 - f. Contact information for DFPS assigned staff

DFPS agrees to create and provide the Pueblo with a blank copy of the type of report to be completed, and DFPS agrees to submit this report to the Pueblo by the second Monday of April, July, October, and January. The Pueblo agrees to coordinate with DFPS concerning alterations of the report's format or content as needed.

9. DFPS shall meet ICWA's "active effort" requirement of providing remedial services and rehabilitative programs designed to prevent the breakup of the Indian family, 25 U.S.C. § 1912(d), by timely and diligent efforts to provide or procure such services, including engaging the parent or parents or Indian custodian in reasonably available and culturally appropriate preventive, remedial, or rehabilitative services beyond simply providing referrals to such services. Active efforts include reasonable efforts as required by title IV-E of the Social Security Act, 42 USC §§ 670 to 679c, and also include doing or addressing all of the following:
 - (a) Engaging the Indian child, child's parents, tribe, extended family members, and individual Indian caregivers through the utilization of culturally appropriate services and in collaboration with the parent or child's Indian tribes and Indian social services agencies.
 - (b) Identifying appropriate services and helping the parents to overcome barriers to compliance with those services.
 - (c) Conducting, or causing to be conducted, a diligent search for extended family members for placement.
 - (d) Requesting representatives designated by the Indian child's tribe with substantial knowledge of the prevailing social and cultural standards and child rearing practice within the tribal community to evaluate the circumstances of the Indian child's family and to assist in developing a case plan that uses the resources of the Indian

tribe and Indian community, including traditional and customary support, actions, and services, to address those circumstances.

- (e) Completing a comprehensive assessment of the situation of the Pueblo child's family, including a determination of the likelihood of protecting the Pueblo child's health, safety, and welfare effectively in the Indian child's home.
- (f) Identifying, notifying, and inviting representatives of the Indian child's tribe to participate in all aspects of the Indian child custody proceeding at the earliest possible point in the proceeding and actively soliciting the tribe's advice throughout the proceeding.
- (g) Notifying and consulting with extended family members of the Indian child, including extended family members who were identified by the Indian child's tribe or parents to identify and to provide family structure and support for the Indian child, to assure cultural connections, and to serve as placement resources for the Indian child.
- (h) Making arrangements to provide natural and family interaction in the most natural setting that can ensure the Indian child's safety, as appropriate to the goals of the Indian child's permanency plan, including, when requested by the tribe arrangements for transportation and other assistance to enable family members to participate in that interaction.
- (i) Offering and employing all available family preservation strategies and requesting the involvement of the Indian child's tribe to identify those strategies and to ensure that those strategies are culturally appropriate to the Indian child's tribe.
- (j) Identifying community resources offering housing, financial and transportation assistance and in-home support services, in-home intensive treatment services, community support services, and specialized services for members of the Indian child's family with special needs and providing information about those resources to the Indian child's family, and actively assisting the Indian child's family or offering active assistance in accessing those resources.
- (k) Monitoring client progress and client participation in services.
- (l) Providing a consideration of alternative ways of addressing the needs of the Indian child's family, if services do not exist or if existing services are not available to the family.

10. DFPS agrees to provide the Pueblo with copies of any disposition letters to the parents or caretakers of the child or children involved on the outcome of all investigations within 24 hours of the completion of the letter. These letters shall be sent to the attention of the Social Services Coordinator, Ysleta Del Sur Pueblo/ Sacred Connections, at 9314 Juanchido Ln., El Paso, Texas 79907, emailed to the Social Services Coordinator, or faxed to Social Services Coordinator at 915-242-6556.

11. DFPS and the Pueblo shall stay in open communication with each other. This includes, but is not limited to, DFPS's advance notification to the Pueblo of visits to the Pueblo. DFPS and the Pueblo will notify each other by phone of all changes in appointments or cancellations as soon as reasonably possible. DFPS and the Pueblo should be aware that all changes to scheduled visits may adversely affect the positive working relationship with the clients and make it more difficult to gain the trust of the clients or have the ability to engage the clients.
12. Family preservation and/or reunification services shall be coordinated with the Pueblo. Information shall be provided about the status of the transition of the case from the first visit of an investigation to family preservation or reunification, including the delivery of services and case assignment to different DFPS staff.
13. Service Plans and/or Safety Plans as developed by DFPS with the family shall also be coordinated and developed with the Pueblo. The Pueblo will also sign and date the Plan with DFPS and the family. Copies of the Plan shall be provided to the Pueblo to allow for the continuation of services.

Service Plans, Safety Plans, or any similar plans, as developed by the Pueblo with the family shall also be coordinated and developed with DFPS. DFPS will also sign and date the Plan with the Pueblo and the family. Copies of the Plan shall be provided to DFPS to allow for the continuation of services.

DFPS will not change Service Plans or Safety Plans or make changes in supervision unless the Pueblo is consulted.

14. The Pueblo will make reasonable efforts to assist DFPS to eliminate the need for removing the child from his/her home and to make a timely reunification when possible.
15. The Pueblo shall attend any court hearings and any Permanency Conferences, and Service Plan Meetings, Family Group Conferences and the like as scheduled by DFPS. DFPS agrees to notify the Pueblo of all Permanency Conferences, and Service Plan Meetings, Family Group Conferences, and the like and court hearings within 24 hours of the meeting or hearing being scheduled.
16. All notifications pursuant to ICWA of 1978 (25 USC 1912) shall be sent to the Pueblo in accordance with the latest List of Designated Tribal Agents for service of ICWA Notice published by the Secretary of the Interior in the Federal Register. All other copies and

notices shall be sent to the address as presented in Section IV A, by certified mail **and** email.

17. Subpoenas shall be served on the individuals of the Pueblo, not enjoying sovereign immunity, for the purpose of providing testimony in Court. The Pueblo shall cooperate and assist in the delivery and service of any such subpoena served on tribal property.
18. DFPS agrees to notify the Pueblo of any risk staffings during open cases regarding Pueblo children. DFPS will collaborate and exchange information with the Pueblo when there is a new intake or new information involving a Pueblo child or family with an open DFPS case. DFPS will provide the Pueblo with information from the risk staffing including recommendations.
19. Before staffing a case involving a Pueblo child with a County Attorney, DFPS will ensure that it has gathered relevant information from the Pueblo in order to adequately inform the County Attorney's actions or decisions not to act. If emergency circumstances require staffing with a County Attorney without first gathering information from the Pueblo, DFPS will ensure that it will gather such information and provide it to the County Attorney as soon as is practicable.
20. The Pueblo and DFPS will work together to develop a plan for any Indian child who is placed in a non-Tribal foster home to assist the child in developing or maintaining an understanding of the Pueblo's customs, traditions and history.
21. The DFPS supervisor will contact the Sacred Connections supervisor to discuss investigation when reports involving a Pueblo child or family are made by the Pueblo.
22. A Family Team Meeting will be held for every DFPS case involving a Pueblo child or family unless otherwise agreed upon by the Pueblo and DFPS.
23. If the child is a Tribal child, but is not an Indian child under ICWA, DFPS and the Pueblo will collaborate and concurrently serve the child to find an appropriate placement and to develop a plan to assist the child in developing or maintaining an understanding of the Pueblo's customs, traditions, and history.
24. A Family Group Conference including the Pueblo or a joint visit shall precede every proposed closing. Any written objection by the Pueblo to the closure of a case shall be filed in the case file and the Department will duly note the objections in its Family Group Conference case closure plan, and, if closure is dependent upon dismissal of a judicial proceeding, so inform the Court of the Pueblo's objection.
25. DFPS agrees to quarterly tribal/state meetings with Program Directors and the Regional Director.

V. ACCESS TO RECORDS

1. DFPS shall provide access to the DFPS's case records involving a Pueblo child or family to the Pueblo personnel identified in Section VII.1 of this Agreement. These records shall be presented in a form consistent with Chapter 261, Section 261.201 of the Texas Family Code as well as the relevant provisions of the Texas Administrators Code, Section 40.
2. The Pueblo shall provide access to Pueblo case records, specifically including but not limited to, any and all police reports involving a Pueblo child or family to the DFPS personnel identified in Section VII.2 of this Agreement.
3. DFPS and the Pueblo agree to share on call calendars of documented contacts to ensure that active efforts requirements are met.
4. DFPS and the Pueblo each shall give permission to the other upon oral or written request, to review compliance with and performance under the terms and conditions of this Agreement, and to review any compliance or performance records as necessary.

VI. TRAINING

1. DFPS will provide reasonable technical assistance to aid the Pueblo in complying with Federal and State Child Welfare laws, policies and regulations. This will include DFPS providing an overview of program operations, reporting procedures and compliance with the terms and conditions of this Agreement on an annual basis.
2. DFPS agrees to offer overview training for the Pueblo, including:
 - a. Roles and responsibilities;
 - b. Stages of service;
 - c. Available child protective services; and
 - d. Available legal services and resources.

The Pueblo will provide bi-annual ICWA training for DFPS staff.

3. DFPS also agrees to notify the Pueblo's Social Service Coordinator of trainings on sexual abuse dynamics, on resource availability trainings, and other relevant trainings

available in the community of which DFPS is aware. Attendance or participation by the Pueblo at the above trainings shall be at the expense of the Pueblo.

4. The Pueblo agrees to notify DFPS Executive Director of all Indian Child Welfare specific trainings. The Executive Director will designate which staff will attend the training(s).
5. The Pueblo and DFPS agree to conduct a minimum of one joint training each year. The training will include sessions on abuse/neglect overview, foster home recruitment, and compliance with ICWA and other applicable federal laws, cultural competency and tribal nation building.

VII. PLAN OF OPERATION

1. In order to facilitate the successful operation of this Agreement, the Pueblo agrees to provide DFPS with the names, addresses and phone numbers of all persons working with the Pueblo's Social Services, including one or more persons to be responsible for resolving any questions concerning this Agreement, or the federal ICWA and to notify DFPS as to any changes in the Pueblo personnel with ten (10) working days of such change.
2. In order to facilitate the successful operation of this Agreement, DFPS agrees to provide the Pueblo with the names, addresses, and phone numbers of persons working in the County, Regional, and State offices; to follow Regional procedures to answer any questions of the Pueblo Social Services local operations; to designate one or more persons at the Regional level to be responsible for resolving any questions or conflicts, or the Federal Indian Child Welfare Act; and to notify the Pueblo as to any changes in DFPS personnel assigned to these functions under this Agreement with ten (10) working days of such change.
3. The Pueblo and the DFPS agree to meet on an as needed basis to review and discuss the outcomes of this Agreement.

VIII. DURATION AND REVIEW

This Agreement shall become effective upon the signing of this Agreement by the last signatory. Either party may terminate this agreement by providing the other party with one hundred eighty (180) days' written notice.

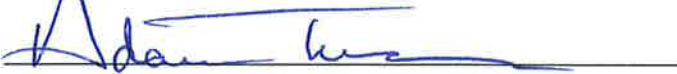
The Pueblo and DFPS may review, revise, and amend this Agreement at any time. The Agreement shall be reviewed on an annual basis. All amendments must be submitted in writing.

WE, THE UNDERSIGNED, HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT BETWEEN THE YSLETA DEL SUR PUEBLO AND DFPS.

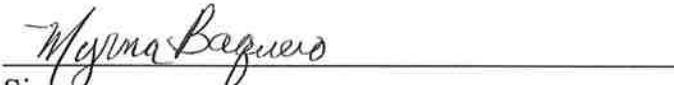
SIGNED on this 23rd day of December, 2021.



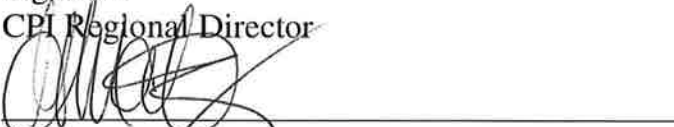
Signature
YSLETA DEL SUR PUEBLO Tribal Governor



Signature
YSELTA DEL SUR PUEBLO Tribal Lt. Governor



Signature
CPI Regional Director



Signature
CPS Regional Director



Signature
CPI Associate Commissioner



Signature
CPS Associate Commissioner