



# A HANDBOOK FOR DEVELOPING EFFECTIVE MOUs FOR MULTIDISCIPLINARY TEAMS SERVING TRIBAL COMMUNITIES

August 2024



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This resource was prepared for the Native Child Advocacy Resource Center by the Tribal Law and Policy Institute with support from the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP), award #15PJDP-22-GK-03063-JJVO. The views, opinions, and content of this publication are those of the authors and do not necessarily reflect the views, opinions, or policies of OJJDP.

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# Introduction

This handbook is designed to provide Tribes and Tribal organizations with guidance when drafting or negotiating terms of a Tribal criminal child maltreatment Multidisciplinary Team (MDT) Memorandum of Understanding (MOU) document. This guidance is applicable for standalone Tribal MDTs as well as for MDTs that will function as the core of a Tribal Children’s Advocacy Center (CAC). This handbook also provides guidance that may be useful for non-Tribal MDTs and CACs seeking to improve their partnerships with Tribes and Tribal organizations for the purpose of better serving Native children and families. For easy reference, a short MOU checklist is provided in the appendix.

The term “Multidisciplinary Team (MDT)” is sometimes used interchangeably with the term “Child Protection Team (CPT)” in Indian Country. In this document, we will distinguish between CPTs, which are focused on child protection cases and civil actions related to parental custody; and MDTs, which are focused on prosecuting criminal child maltreatment cases while providing mental health and supportive services to children and families. When we refer to MDTs, we are further referring to these teams specifically as they are conceived of by the [National Children’s Alliance \(NCA\)](#), which establishes accreditation standards for CACs.

This handbook relies on an understanding of the NCA’s accreditation standards, presented in manual form as [National Standards of Accreditation for Children’s Advocacy Centers](#)<sup>1</sup> (hereafter the manual will be referred to as *National Standards*; the 10 standards themselves will be referred to simply as NCA Standards). The NCA Standards outline an evidence-based approach to effective multidisciplinary response to criminal child maltreatment nationally, across Tribal and non-Tribal settings. They are periodically updated to reflect the evolving state of best practices in the field, and they are widely recognized as the gold standard for practitioners and organizations. NCA Standard 1 specifies requirements for MDTs and, therefore, serves as the basis for understanding the teams as we discuss them in this handbook. Acquaintance with all NCA Standards, along with a detailed understanding of NCA Standard 1, is a recommended first step toward developing an MDT or CAC.

The NCA’s [Putting Standards into Practice: A Guide for Implementing the 2023 National Standards of Accreditation for Children’s Advocacy Centers](#)<sup>2</sup> (hereafter referred to as *Practice Guide*) is a technical assistance tool for new and existing CACs seeking NCA accreditation or reaccreditation. Like the *National Standards* manual, the *Practice Guide* is an important source for the current handbook and will be referenced throughout.

Despite their recognized effectiveness across cultures and communities, the NCA Standards do not address all issues that are relevant in Tribal communities, which have

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<sup>1</sup> National Children’s Alliance, [National Standards of Accreditation for Children’s Advocacy Centers](#) (2023 Edition).

<sup>2</sup> National Children’s Alliance, [Putting Standards into Practice: A Guide for Implementing the 2023 National Standards of Accreditation for Children’s Advocacy Centers](#) (2023 Edition).

unique legal and jurisdictional considerations that do not apply elsewhere in the U.S. This handbook attempts to fill this gap as it relates to the drafting of MOUs for Tribal MDTs, highlighting important clauses that may be important in Tribal settings. Our goal for this resource is to encourage more meaningful partnerships among Tribal and non-Tribal organizations in the pursuit of justice and wellness for Native children and families.

## How to Use This Handbook

This handbook consists of two parts categorized by types of MOU clauses:

- **Part 1** focuses on Tribally specific clauses that are strongly encouraged for inclusion in a Tribal MDT MOU or MOU involving a Tribe or Tribal agency participating in a non-tribal MDT.
- **Part 2** concludes with other clauses that are not Tribally specific, but that should be considered for inclusion in a Tribal MDT MOU. These clauses may include special considerations for working with Tribes.

Each Part contains the following:

- Substantive text that explains the purpose of the MOU clause while incorporating a focus on relevant Tribal issues and incorporating concepts from the NCA's *National Standards and Practice Guide*;
- Two example clauses for discussion and reflection;<sup>3</sup> and
- “Points to Ponder” that provide two discussion questions tied directly to the Tribal issue to consider when drafting or navigating negotiations relative to an MDT MOU.



### A Note on Tribal Data Sovereignty

If your MOU addresses the sharing of Tribal data, it is prudent to seek the approval of the Tribal governing body or a designee. Tribes have long been concerned regarding the ownership of Tribal data collection and dissemination. Tribal data can affect Tribal funding, Tribal privacy, and intellectual property rights, among other critical interests. In short, the Tribe should have ownership over data as well as the power to determine how that Tribal data will be used.

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<sup>3</sup> These clauses are derived from MOUs reviewed by the authors, including both general MOUs and MOUs specific to CAC operations, as well as both Tribal and non-Tribal documents. The example clauses do not constitute legal advice.

## Part 1: Tribally Specific MOU Clauses

In this part of the handbook, we present Tribally specific clauses that are strongly encouraged for a Tribal MDT MOU or a non-Tribal MDT MOU involving a Tribe or Tribal agency. The substantive text that follows explains the purpose of each of these clauses focusing on relevant Tribal issues or concerns. The substantive text is followed by two examples to promote discussion. Note that these examples are not intended to apply universally. They may not be an ideal fit for every Tribal community and may require tailoring to be reflective of a particular Tribe’s needs. Finally, we end our discussion of each clause with a “Points to Ponder” section that raises further potential Tribally specific issues.



The examples are provided to encourage discussions and may not be the ideal fit for your Tribal community. We recommend tailoring them to be reflective of Tribal needs.

### A. Tribal Sovereignty Clause

Develop interagency agreements signed by the leadership of all partner agencies in alignment with NCA Accreditation Standard 1, Essential Component C.

Tribal sovereignty refers to Tribal nations’ authority to self-govern, conserving their inherent right to be “nations within a nation.” Tribes have a government-to-government relationship with state and federal governments in the U.S. Thus, Tribal membership status should be understood as a legal or political designation, rather than a strictly racial one.<sup>4</sup>

The Indian Child Welfare Act (ICWA) of 1978 emphasizes the sovereignty of and exclusive jurisdiction of Tribes over child welfare cases involving Native children who reside on or are domiciled on Tribal land or are a ward of the Tribal court by establishing minimum federal standards for the removal, placement, and adoption of Native children.<sup>5</sup> ICWA also protects Indian children by confirming Tribal rights in child custody proceedings involving Indian children, including those that do not reside on their Tribal lands. ICWA was enacted in response to Congressional findings of decades of unjust removals of Tribal children from their families by the U.S. government. This history contributes to intergenerational and ongoing trauma and distrust of state child welfare interventions among Tribal communities. Given this history, non-Tribal CACs and agencies partnering with Tribes on MDTs must

<sup>4</sup> Native Child Advocacy Research Center, [Practice Brief 4: Tribal Sovereignty and the CAC Model](#), September 2022, p. 1.

<sup>5</sup> [25 U.S.C. § 1902](#) Congressional declaration of policy, and [25 U.S.C. § 1911](#) Indian tribe jurisdiction over Indian child custody proceedings.

understand and respect Tribal sovereignty. This handbook is grounded in respect for and affirmation of Tribal sovereignty and a Tribe’s sovereign right to protect Native children.<sup>6</sup>

## I. Example Clauses – Tribal Sovereignty

### *Example #1*

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WHEREAS, the parties to this agreement have entered into negotiations on a government-to-government basis to address critical issues pertaining to the reporting of, investigation, and prosecution of child abuse and neglect committed against Indian children or children of Indians affiliated with the Tribe; and

WHEREAS, the parties recognize the sovereignty of the Tribe to protect the future and integrity of Native American children, and the parties are committed to a collaborative process to decrease trauma to Native American victims and their families; and

WHEREAS, the parties have established a framework for collaborative intervention, cross-reporting of cases, investigation, and the prosecution of child abuse and neglect cases involving Indian children; and

WHEREAS, the parties commit to establishing and maintaining a mutually supportive, respectful and cooperative working relationship and hereby declare the utmost respect of the Tribe’s Sovereignty, Tribal law, Tribal culture, and the knowledge of Tribal staff in all related matters; and

WHEREAS, the parties agree at the end of each calendar year, the MDT shall review this Agreement and the effectiveness of the MDT protocols and shall develop and present an annual report to the Tribal Council. The report shall include an assessment of the MDT, its successes and failures, and recommendations for improvement.



Tribes might consider, if applicable, adding information in a sovereignty clause about the Tribe’s service area or referencing a relevant treaty. Tribes may also want to provide any relevant statistics related to child abuse/neglect in Indian country including any ICWA concerns regarding notice to the Tribe of Indian children involved in child abuse/neglect cases outside of Indian country.

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<sup>6</sup> [Practice Brief 4](#), p. 1-2.

## Example #2

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WHEREAS, the \_\_\_\_ Tribe is a federally recognized Tribe acting under a \_\_\_\_ Constitution dated \_\_\_\_; and

WHEREAS, the \_\_\_\_ Tribal Constitution authorizes and empowers the \_\_\_\_ (business committee, Tribal council, etc.)\_\_ to engage in actions on behalf of and in the interests of the welfare and benefit of the \_\_\_\_ Tribe and of enrolled members thereof; and

WHEREAS, the \_\_\_\_ (business committee, Tribal council, etc.) seeks to enter into (or authorizes the \_\_\_\_ Tribal organization to enter into) an agreement with the MDT partners for the purpose of addressing critical issues pertaining to the reporting of, investigation and prosecution of child abuse and neglect committed against Indian children or children of Indians affiliated with the Tribe; and

WHEREAS, the agencies involved recognize the Tribe's aboriginal and sovereign rights to continue forever their Tribal traditions of self-governance; their cultural and spiritual traditions; their stewardship of ancestral lands, waters, and other natural endowments; their preferred balance of social and economic development; their traditions of peace and reciprocity; and their respect for the dignity and rights of all persons living within the jurisdiction of the Tribe, while honoring the Creator, ancestors, and descendants of the Tribe; and

WHEREAS, the parties commit to a respectful working relationship and declare the utmost respect of the Tribe's Sovereignty in all related matters, and to establishing and maintaining a mutually supportive, respectful, and cooperative working relationship; and

WHEREAS, the Tribe has enacted various laws to provide for the welfare, care, and protection of the children and families within the Tribe's jurisdiction; and

WHEREAS, the Tribal agencies investigate allegations involving child abuse/neglect of children domiciled or located within the Tribe's jurisdiction at the time of the abuse/neglect; and

WHEREAS, jurisdiction over the child abuse/neglect investigation may depend on the identities of the perpetrator, victim, and the nature of the offense and may lie with the Tribe, state, Bureau of Indian Affairs, or the Federal Bureau of Investigation; and

WHEREAS, the parties acknowledge that the safety of these children cannot wait for a jurisdictional determination; therefore, a team approach and a timely forensic interview of the child can assist the investigation and protect the child; and

WHEREAS, a team approach may minimize the trauma impacts on the child; and

WHEREAS, the Tribe seeks to ensure the best outcomes for children by the creation of an MDT to address child abuse/neglect investigations and prosecutions.



## II. Points to Ponder

- ❑ **Question 1:** Does the MOU recognize and respect Tribal sovereignty, including a Tribe's rights to protect Native children, and insist on ICWA compliance?
- ❑ **Question 2:** Does the proposed agreement include requirements to keep the Tribal government informed on the successes or challenges of the MDT through reports or otherwise?

## B. Tribal Sovereign Immunity Clause

Tribes are immune from legal suits pursuant to Tribal sovereign immunity.<sup>7</sup> Although this immunity is not absolute, Tribal sovereign immunity has been held to extend to Tribal councils and Tribal agencies acting in an official capacity.<sup>8</sup> In turn, Tribal officials acting within the scope of their authority have been held to be protected from suits if the relief requested would run against the Tribe.<sup>9</sup> This immunity is generally understood to extend to suits against the Tribe for money damages, declaratory relief, and injunctions.<sup>10</sup>

A Tribe can waive sovereign immunity.<sup>11</sup> Additionally, Congress can waive sovereign immunity, but the waiver must be clearly expressed.<sup>12</sup> When a Tribe waives sovereign immunity, the Tribe must do so clearly, although it is not required to use the precise term “sovereign immunity.” Cases have held that a Tribe has waived sovereign immunity, at least for some purposes, through mandatory arbitration clauses.<sup>13</sup> Thus, any agreements (including an MOU) between non-Tribal organizations and Tribes or Tribal agencies must be reviewed very carefully lest a court find that the Tribe has waived sovereign immunity by language in an agreement. Once Tribal sovereign immunity has been waived, the Tribe may be exposed to suits requesting various types of damages. It is very important to consult with a Tribal attorney or the Tribe's counsel before agreeing to any type of arbitration in an agreement. It is unclear whether agreeing to binding mediation waives Tribal sovereignty.

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<sup>7</sup> *Turner v. United States*, 248 U.S. 354 (1919); *Puyallup Tribe v. Department of Game of State of Wash.*, 433 U.S. 165 (1977), *Michigan v. Bay Mills Indian Community*, 572 U.S. 782 (2014).

<sup>8</sup> *Lewis v. Clarke*, 581 U.S. 155 (2017).

<sup>9</sup> *Will v. Michigan Dept. of State Police*, 491 U.S. 58 (1989).

<sup>10</sup> *Lewis v. Clarke*, 581 U.S. 155 (2017).

<sup>11</sup> *C & L Enterprises, Inc. v. Citizen Band of Potawatomi Tribal of Oklahoma*, 532 U.S. 411 (2001).

<sup>12</sup> *Kiowa Tribe of Oklahoma v. Mfg. Tech Inc*, 523 U.S. 751 (1998).

<sup>13</sup> *C & L Enterprises, Inc. v. Citizen Band Potawatomi Indian Tribal of Oklahoma*, 532 U.S. 411 (2001), at 412.

## I. Example Clauses – Tribal Sovereign Immunity

### Example #1

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Nothing, whatsoever, in this MOU constitutes or shall be construed, as a waiver of the Tribe’s sovereign immunity.

### Example #2

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The Parties agree that nothing in this MOU shall be deemed, construed, or implied to be a legal document or a waiver of sovereign immunity of either party; and should a court find that any provision in this MOU is considered by law a waiver of sovereign immunity, then that waiver shall be strictly and narrowly construed to the extent that the law allows.

This Agreement is intended to facilitate the coordination of services by Participating Agencies and is not intended to impose legal obligations or liabilities on a Participating Agency. Furthermore, nothing in this Agreement shall be construed as a waiver of the Tribal sovereign immunity or as an authorization of suit against a Participating Agency.



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Tribal agreements, contracts, and grants should consider including the following definition in the General Terms and Conditions: “Tribal law” means the resolutions, laws, codes, and/or ordinances enacted by the Tribe or Nation executing this Agreement, and any of the Tribal court decisions interpreting the same.

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## II. Points to Ponder

- Question 1:** Is the Tribal signatory authorized to sign the agreement on behalf of the Tribe? Will there be other necessary authorized Tribal signatories?
- Question 2:** If you used mandatory arbitration language in your MOU, did you also include language noting that sovereign immunity is not waived?

## C. Confidentiality/Information Sharing Clause

NCA Standards require that “MDT members participate in effective information sharing that is consistent with legal, ethical, and professional standards of practice and ensures the timely exchange of case information within the MDT.”<sup>14</sup> The Standards also require the CAC

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<sup>14</sup> *National Standards*, p.18

to have “written documentation describing how information sharing is communicated among MDT members and how confidential information is protected.”<sup>15</sup>

This written documentation formalizing information-sharing procedures is likely to be a necessary component of the MDT protocols to be developed after the execution of the MOU as part of your team’s initial steps toward full operation. However, because partnering agencies may be sensitive about issues relating to confidentiality and information sharing, it is also a good idea to include it in the foundational MOU that will guide these partnerships.

The *Practice Guide* stresses that “regular and effective communication and information sharing among the MDT minimizes duplicative efforts, enhances decision-making, and maximizes the opportunity for children and families to receive the services they need.”<sup>16</sup> The MDT must understand that issues of confidentiality and privacy, including relevant legal and ethical obligations, must be considered and respected.

Here is sample language from the *Practice Guide* to consider:

Agencies/organizations participating in the CAC as members of the MDT will share and receive pertinent case information in a timely manner and in adherence to relevant state laws. To enable the MDT to respond to the immediate and ongoing needs of the child, caregiver, and family, every effort will be made to gain informed consent from the legal guardian of child clients with appropriate parameters on the scope and timeframe of said consent.<sup>17</sup>

Various Tribal agencies may be members of the MDT. Note that Tribal agencies may also have Tribal confidentiality requirements and protections that apply to a Tribal agency regarding Tribal MDT participation. When participating in a non-Tribal MDT outside of Indian country, applicable state laws may control issues of confidentiality and privilege.

Confidentiality is an ethical duty created by certain professional relationships that require, in most instances, the information to be kept private. Instances in which the victim<sup>18</sup> consents to disclose the information, in which disclosure occurs pursuant to a court order, or in which mandatory reporting statutes require disclosure represent potential exceptions to your MDT’s duty to maintain confidentiality. It is best to notify the victim and/or custodian about exceptions to the duty to keep information private in the beginning stages of your team’s relationship with them. Statutes or exceptions that require a professional to

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<sup>15</sup> *National Standards*, p. 18

<sup>16</sup> *Practice Guide*, p. 21

<sup>17</sup> *Practice Guide*, p. 22

<sup>18</sup> Here the term victim is used broadly but generally refers to the child (child victim and client). While jurisdictions may vary regarding the individuals that can consent on behalf of the child victim. In this publication, the term custodian will be used. Custodians would include the individuals recognized by the relevant jurisdiction with the authority to consent on behalf of the child.

disclose victim information may be confusing, so it is always best to seek legal advice from an attorney prior to any disclosures that are made without the victim's consent.

For example, a Washington statute, [RCW 26.44.175](#) (2019), states as follows:

(1) The legislature finds that the purpose of multidisciplinary child protection teams as described in RCW 26.44.180 (1) and (2) is to ensure the protection and well-being of the child and to advance and coordinate the prompt investigation of suspected cases of child abuse or neglect to reduce the trauma of any child victim.

(2)(a) When a case as described in RCW 26.44.180 (1) or (2) is referred to the team, records pertaining to the case must be made available to team members. Any member of the team may use or disclose records made available by the team members under this subsection only as necessary for the performance of the member's duties as a member of the multidisciplinary child protection team.

(b) Team members may share information about criminal child abuse investigations and case planning following such investigations with other participants in the multidisciplinary coordination to the extent necessary to protect a child from abuse or neglect. This section is not intended to permit, direct, or compel team members to share information if sharing would constitute a violation of their professional ethical obligations or disclose privileged communications as described in RCW 5.60.060, or if sharing is otherwise impermissible under chapter 13.50 RCW or other applicable statutes.

(3)(a) Every member of the multidisciplinary child protection team who receives information or records regarding children and families in his or her capacity as a member of the team is subject to the same privacy and confidentiality obligations and confidentiality penalties as the person disclosing or providing the information or records. The information or records obtained by any team member must be maintained in a manner that ensures the maximum protection of privacy and confidentiality rights.

(b) Multidisciplinary child protection team members must execute a confidentiality agreement every year.

A California statute, [CA Wel & Inst Section 18961.7 \(2023\)](#), sets forth the following requirements:

- (f) Every member of the child abuse multidisciplinary personnel team who receives information or records regarding children and families in the member's capacity as a member of the team shall be under the same privacy and confidentiality obligations and subject to the same confidentiality penalties as the person disclosing or providing the information or records. The information or records obtained shall be maintained in a manner that ensures the maximum protection of privacy and confidentiality rights.
- (g) This section shall not be construed to restrict guarantees of confidentiality provided under state or federal law.

If the professional discloses the victim's information without the victim or custodian's consent or a court order, the professional may be liable for an ethical breach of duty, risking fines and/or loss of their licensure or certifications. Professionals should be familiar with applicable exceptions allowing for the disclosure of victim information without client consent or via a court order.

In addition to being confidential, a victim's information may be protected by a privilege. Privileged communications include victim statements and conversations made under circumstances of assured confidentiality. These disclosures of victim information are only allowed to be disclosed under a very restricted set of circumstances—if at all.

Victim information protected by a privilege is usually set out in statutes or case law in the applicable jurisdiction. A violation of the privilege is a legal matter and may have legal and/or criminal consequences for the disclosure. Privileged communications are based upon public policy: one should be able to speak freely to certain professionals/individuals without fear of disclosures. In some instances, the information cannot be disclosed (absent victim/custodian consent or absent a court order) even if the agency is called to testify.

The diversity of professionals participating in an MDT can create confusion about confidentiality and privilege regarding the protection of victim information. The smooth functioning of an MDT largely depends upon members having an accurate understanding of each other's confidentiality restrictions, including why these policies are in place. These policies may shape the roles of system partners.

It is common for MDTs to require that all members sign a non-disclosure agreement (NDA) or confidentiality statement at each meeting. Additionally, some MDTs require annual confidentiality commitments or renewals of previous agreements. Note that an MDT NDA or confidentiality statement will bind the MDT members and organizations but may not bind third parties outside of the MDT from attempting to gain access to the victim's information.

One way to ensure the protection of confidential information and address the MDT's sharing of victim information is through the development of a statute that creates a privilege protecting victim information shared by the MDT from outside third parties. Some Tribes and states have taken this step to protect their MDTs. We recommend checking your Tribal or state code to see if there are any laws applicable to your team and potentially initiating discussions among Tribal leadership and legal professionals about developing statutes establishing this information as privileged.

The different disciplines that participate in an MDT may have confidentiality requirements that differ from one another in the following ways:

- **Prosecutors and Law Enforcement:** These team members may be required by law to turn certain victim information over to the criminal defendant. They may not require victim consent to share information, and they may withhold information from the MDT team for legal reasons.
- **Medical and Mental Health:** These team members may be prohibited from sharing client information without client consent by Tribal, federal, and state laws related to a doctor-patient or therapist-client privilege. The Health Information Portability and Accountability Act (HIPAA) may allow the sharing of certain victim information under certain circumstances.
- **Tribal Child Protection Services:** These team members may have various restrictions placed on sharing victim information without victim consent by Tribal, federal, and state laws but also may be mandated to report certain acts of child abuse/neglect to law enforcement and/or prosecutors.
- **Tribal Victim Advocates:** These team members may be bound by ethical duties generated by Tribal or federal law and may be mandatory reporters of child abuse and/or neglect. A Tribal victim advocate's disclosure of victim information without victim consent may also be prohibited by applicable federal grant funding.
- **Children's Advocacy Center:** The CAC may develop protocols and policies that encourage each partner's sharing of victim information consistent with applicable Tribal, federal, and state laws.

Although sharing victim information across disciplines is complex and challenging, sharing victim information, preferably with victim/custodial consent, is a cornerstone of a well-functioning MDT.

## I. Example Clauses – Confidentiality/Information Sharing

### *Example #1*

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The sharing of sensitive or protected information between state and Tribal governmental agencies' representatives for the purpose of preventing, treating, investigating, and prosecuting child physical and sexual abuse is necessary for the effective functioning of the MDT. Within the parameters of applicable Tribal, state, and federal law and/or federal funding restrictions, no member agency may use privacy and/or confidentiality as a shield to prevent the sharing of relevant information.

MDT members may disclose confidential information: (a) to law enforcement representatives in connection with an investigation involving the child; (b) in connection with testifying in matters arising from an investigation involving a child; and (c) when otherwise required under a valid order issued by a court. Additionally, MDT members agree to comply with all Tribal, state, and federal laws with respect to mandatory reporting of child abuse and/or neglect. Non-Tribal MDT members will cross-report all instances of child abuse or neglect involving (NAME OF TRIBE) Tribal children or children affiliated with a member of the Tribe.

Confidential information may not be disclosed to the general public or non-MDT members. Each MDT member shall be required to sign a “confidentiality form or statement” to that end. Signed copies of this statement shall be maintained as an MDT record.

Participation in MDT case review meetings will be limited only to MDT members or their approved alternates. These meetings are not open to the public, and there is no exception to this rule. This does not prohibit attendance by administrative officials (Tribal, State, or Federal) with oversight responsibilities of the MDT team members prior to or after the MDT confidential case reviews. No portion of the MDT meetings are open to members of the public, victim or family members, or the accused's family members. A conflict of interest shall be disclosed by any MDT member before any MDT meeting, or prior arrangements shall be made so that the MDT member's designee will attend that MDT meeting.

Specific to the responsibility of Indian Health Service (IHS) personnel and other health professionals who serve as members of the MDT, IHS staff and other medical professionals will comply with the Health Insurance Portability and Accountability Act (HIPAA) provisions concerning protected health information. These professionals will comply with the release of information in accordance with disclosures required by law, including authorized exceptions.

## Example #2

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Agencies and organizations participating in the MDT will share and receive pertinent case information in a timely manner in adherence to relevant laws and practices. To enable the MDT to respond to the immediate and ongoing needs of the child, caregiver, and family, every effort will be made to gain informed consent from the legal guardian of the child client, being clear about the appropriate parameters on the scope and timeframe of the informed consent to release information. Informed consent to release information will be obtained, when possible, to enable effective and relevant information sharing among the MDT. When obtaining informed consent from the legal guardian of the child, the protocol, requirements, and limits of the informed consent to release information shall be explained to the family at the outset, including the duty of mandatory reporting in the applicable jurisdiction(s).

A team non-disclosure agreement will be signed at each case review meeting by all participants and references the ability to share information with relevant colleagues within each agency.

## II. Points to Ponder

- Question 1:** Does your Tribe have a statute that extends a privilege to protect the MDT records and information? If not, is a statute needed to protect the MDT information?
- Question 2:** Are there any Tribal agency MDT members that have federal funding requirements regarding disclosing client information and/or requirements relative to an informed consent release of information? If so, what are those requirements?

## D. Mandatory Reporting of Child Abuse and Neglect Clause

The *National Standards and Practice Guide* address mandatory reporting as follows:

“Given the nature of the work of CACs/MDTs, all those involved in the delivery of services to children and families must be trained and understand the requirements of mandated reporter laws and the procedures for reporting known or suspected instances of child abuse and neglect. Annual training is important to ensure that changes in the law and/or agency reporting procedures can be understood and observed.”<sup>19</sup>

Each jurisdiction has laws requiring certain people to report concerns of child abuse and neglect. Some jurisdictions require all people to report their concerns. Many jurisdictions

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<sup>19</sup> *National Standards*, p. 92; *Practice Guide*, p. 87-88.



identify specific professionals as mandated reporters, such as social workers, medical and mental health professionals, teachers, and childcare providers. Specific procedures are usually established for mandated reporters to make referrals to child protective services.

The issue of mandatory reporting can be particularly complex when Tribal agencies are working with agencies from outside of Indian Country. Tribes often have their own mandatory reporting laws, which Tribal agency personnel are required to follow. These may differ from state and federal mandatory reporting statutes, which may also apply simultaneously to Tribal agency personnel. Tribal and state laws vary from jurisdiction to jurisdiction, so it is important for your MDT to document all relevant mandatory reporting statutes specific to your service area.

All 50 states, the District of Columbia, and some U.S. territories have mandatory reporting laws that must be followed when handling reports of suspected child abuse or neglect. For more information on state mandatory reporting statutes, visit the [Child Welfare Information Gateway State Statute Search](#)<sup>20</sup> and a new resource, [Mandatory Reporting of Child Abuse and Neglect \(2023\)](#).<sup>21</sup>

Multiple federal laws require mandatory reporting for abuse of an Indian child and/or for learning about abuse of a child while working on federal lands or in a federally operated (or contracted) facility.<sup>22</sup> The [Indian Child Protection and Family Violence Prevention Act \(25 U.S.C. 3203 and 18 U.S.C. 1169\)](#)<sup>23</sup> requires certain professionals, including law enforcement, to immediately report when they know or have reasonable suspicion that a child has been abused in Indian country or are aware of actions that would reasonably be expected to result in abuse of a child in Indian country. The Act also requires that an agency receiving such a report of suspected child abuse immediately notify appropriate officials. Where a preliminary inquiry indicates a criminal violation, the local law enforcement agency must immediately report such occurrences to the Federal Bureau of Investigation (FBI). The law requires that the agency receiving such a report must prepare a written report within 36 hours. Upon receipt of a report, the responsible law enforcement agency or local child protective services must immediately begin an investigation and take immediate and appropriate steps to secure the safety of the child involved.

Additionally, the Victims of Child Abuse Act ([18 U.S.C. 2258](#)) sets forth that all covered professionals who learn of suspected child abuse while engaged in enumerated activities and professions on federal land or in federal facilities must report that abuse, regardless of where the suspected victim is cared for.<sup>24</sup>

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<sup>20</sup> “[State Statute Search](#),” [www.childwelfare.gov](#), Child Welfare Information Gateway (last accessed May 7, 2024).

<sup>21</sup> Child Welfare Information Gateway (2023). [Mandatory Reporting of Child Abuse and Neglect](#). U.S. Department of Health and Human Services, Administration for Children and Families, Children’s Bureau.

<sup>22</sup> Mandatory reporting for abuse of a child while working on federal land or in a federally operated or contracted facility, [34 U.S.C. 20341](#) (Formerly cited 42 U.S.C.A. 13031). This reporting requirements applies regardless of where the child resides.

<sup>23</sup> [25 U.S.C. 3203](#) Reporting Procedures, and [18 U.S.C. 1169](#) Reporting of child abuse.

<sup>24</sup> [18 U.S.C. 2258](#) Failure to report child abuse.

Definitions of child abuse and neglect may also vary from jurisdiction to jurisdiction. While some jurisdictions provide a statutory privilege that protects some professionals from the mandatory reporting statute, generally, all the following professionals are mandatory reporters: teachers, school personnel, child welfare supervisors or administrative officers, child daycare workers, social services workers, mental health providers, and law enforcement personnel.

## I. Example Clauses – Mandatory Reporting

### *Example #1*

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The parties agree to comply with Section 3203 of the Indian Child Protection and Family Violence Prevention Act (18 U.S.C. 1169) regarding reporting procedures for the abuse of a child in Indian country, including any actions that would reasonably be expected to result in abuse of a child in Indian country.

The parties acknowledge, and the Tribes agree to comply with, the Duty to Investigate and Report Abuse and Neglect pursuant to Tribal law. Tribal law requires that “mandated reporters” must report suspected abuse or neglect and provides that such reports shall remain anonymous and immune from civil and criminal liability if reported in good faith.

The parties agree to comply with applicable state and Tribal mandatory reporting laws, and The Victims of Child Abuse Act of 1990 (18 U.S.C. 2258) requires certain professionals working on federal land or in a federally operated or contracted facility to make an immediate report of suspected abuse of any child to the local law enforcement agency designated to receive and investigate such reports.

### *Example #2*

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Applicable Tribal law requires everyone to report suspected child abuse to Tribal child welfare or Tribal law enforcement. Furthermore, federal law requires certain professionals to report suspected child abuse.

Tribal law requires anyone who has reasonable grounds to believe that a child with whom they have contact has suffered abuse, or that any adult with whom they have contact has abused a child, to report the suspected abuse to Tribal child welfare or Tribal law enforcement.

The Victims of Child Abuse Act of 1990 (18 U.S.C. 2258) requires certain professionals working on federal land or in a federally operated or contracted facility to make an immediate report of suspected abuse of any child to the local law enforcement agency designated to receive and investigate such reports.

The Indian Child Protection and Family Violence Prevention Act (18 U.S.C. 1169) requires certain professionals, including law enforcement, to immediately report when they know or have reasonable suspicion that a child has been abused in Indian country or are aware of actions that would reasonably be expected to result in abuse of a child in Indian country. The Act also requires that an agency receiving such a report of suspected child abuse immediately notify appropriate officials. Where a preliminary inquiry indicates a criminal violation, the local law enforcement agency must immediately report such occurrences to the Federal Bureau of Investigation (FBI). The law requires that the agency receiving such a report must prepare a written report within 36 hours.



Note that both examples rely on Tribal law, so readers wishing to draft this clause should substitute their specific Tribal code statute information and applicable text mirroring their Tribal statute on mandatory reporting.

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## II. Points to Ponder

- Question 1:** Does your Tribe have a mandatory reporting statute? Is the Tribal agency under a mandatory reporting requirement by both Tribal law and state law? If so, this fact should be clearly conveyed to the MDT and documented in the MOU.
- Question 2:** What mandatory reporting statutes might apply to the MDT?

## E. Culturally Appropriate Services Clause

All CACs seeking NCA accreditation must meet NCA Standard 2 (Diversity, Equity, and Access), which mandates that the CAC provides culturally responsive services for all clients *throughout the duration of the case*.<sup>25</sup> Cultural responsiveness or relevancy takes intention, commitment, and practice. A spirit of learning is essential, and codifying that orientation to the work of protecting Tribal children is crucial. The *National Standards* also specify that the CAC's written agreements should "formalize commitment to the overall CAC mission and goals, interagency cooperation and collaboration, and adherence to CAC/MDT policies ensuring consistent, high quality, trauma-informed and *culturally relevant practice*."<sup>26</sup>

Tribal MDTs, as well as Tribal entities serving on non-Tribal MDTs, are sovereigns with a rich understanding of how to care for their communities. Tribal MDTs are well positioned to ensure that all services provided to victims are culturally appropriate, and MOUs represent

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<sup>25</sup> National Children's Alliance Standards, p. 21 (emphasis added).

<sup>26</sup> National Children's Alliance Standards, p. 17 (emphasis added).

a mechanism for establishing standards for culturally appropriate services based on the array of providers and agencies in their communities and for ensuring that children and their families have access to cultural interventions and ceremonies in addition to the services required by NCA Standards. Non-Tribal MDTs and CACs seeking to meet NCA requirements for culturally appropriate service delivery should consider including clauses in MOUs affirming the Tribe's sovereign right to determine how best to serve its people, formalizing the roles of specific Tribal agencies and individuals participating on the MDT and providing services, establishing standards for culturally appropriate services, ensuring that children and their families have access to cultural interventions and ceremonies, and addressing any other cultural aspects of service delivery that may be unique to the specific partnering Tribe.

It is particularly important for non-Tribal MDTs to be aware of the varying approaches that individual Tribal members may have to their cultural and spiritual traditions. Some Tribal children and families may prefer seeking out a Tribal spiritual leader or healer to conventional mental health services. Others may feel most comfortable with a mix of Tribal cultural interventions and conventional mental health services, and still others may prefer conventional services alone. Providing culturally appropriate services means meeting the unique cultural needs of individual children and families by ensuring that Tribal cultural interventions are available as needed and requested.

In drafting an MOU, a Tribal MDT may consider articulating the components of the Tribe's specific service system and array of providers, establishing the culturally appropriate and locally relevant systems of care that will be utilized to meet the needs of victims and their families. When Tribes enter into MOUs with non-Tribal MDTs, they may want to consider a specific clause recognizing, affirming, and/or preventing interference in the Tribe's capacity to identify and deliver culturally responsive services, including the identification of Tribal agency and cultural services providers even in cases when these entities are not regularly represented on MDTs. This can protect the Tribe's ability to continue to implement services that are community-centered and grounded and prevent children and families from being forced into using services or service models that are not relevant to their community. This clause could also extend protections to Tribal intellectual and cultural property and materials used in their programs, preventing the risk of Tribal knowledge being co-opted.

A variation of this type of clause could focus on ensuring that all MDT members entering the MOU with a Tribe are required to learn about the Tribal community they are working with, particularly relevant Tribal laws, Tribal history, and contemporary Tribal community conditions. This can promote the building of relationships between MDT agency representatives and the Tribe based on mutual understanding and respect. Understanding the Tribal context may also promote cultural humility and an openness to meeting Tribal children and families on their own terms rather than imposing the standards of other

communities on them. This type of learning helps satisfy NCA Standard 2: Diversity, Equity, and Access.

## I. Example Clauses – Culturally Appropriate Services

### *Example # 1*

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#### **Recitals**

- a. Recognizing that members of the MDT commit to establishing and maintaining a mutually supportive, respectful, and collaborative working relationship, and further make a firm commitment to fostering open communication with regard to (Tribal) children and families;
- b. Members of the MDT have entered into an agreement with a sovereign nation \_\_\_\_\_ to address issues pertaining to violence against Tribal children, including those findings addressed in federal reports and legislation on Indian child welfare such as the Indian Child Welfare Act;
- c. Members of the MDT affirm that this MOU is based upon fundamental principles of Tribal sovereignty; and
- d. Members of the MDT will establish and maintain a framework for collaborative intervention, case tracking, information sharing, service delivery, and transfer of jurisdiction when determined by the Tribe so that the purposes of the MDT can be accomplished.

#### **Collaborative Relationship Expectations**

- a. Members of the MDT will demonstrate respect throughout all interactions and communication.
  - i. Respect includes flexibility, ability to empathize, and the ability to remain open to learn and to challenge previously held views.
- b. Members of the MDT will respect Tribal sovereignty, Tribal law, Tribal culture, and the knowledge of the Tribal staff, including social workers and elders.
  - i. Respect includes deferring to Tribal jurisdiction when exercised by the Tribe.
  - ii. Respect includes a willingness to learn from Tribal partners and to follow Tribal preferences in service delivery when serving Tribal children.
  - iii. Respect includes participation in training, community events, and activities.

### **Culturally Relevant Service Delivery**

- a. \_\_\_\_\_ will respect and support the Tribal Nation’s ability to develop and operate programs and deliver goods, services, and/or benefits in a manner that is culturally relevant and appropriate, and that is particularly suited to and/or particularly located for access by members of the Tribe and other identified community members, in accordance with Tribal Law and policies.
- b. \_\_\_\_\_ will ensure processes to identify Tribal children in its service delivery are followed and Tribal children or others identified by the Tribe are able to access the Tribe’s goods, services, and/or benefits.
- c. Tribal expertise shall be engaged and deferred to when the MDT creates policies, procedures, and/or standards related to cultural responsiveness and relevancy.

### **Ownership of Material**

- a. The Tribe solely owns all materials of cultural significance as determined by the Tribe. Permission is required prior to the use of Tribal intellectual property and cultural knowledge in any form, and for any purpose. Nothing in this agreement shall constitute the Tribe’s relinquishment or transfer of any ownership, intellectual, or cultural property rights.
- b. Materials created by the Tribe used to perform the Scope of Work (including without limitation books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes and/or training materials) will be owned by the Tribe, regardless of whether the materials are paid for in whole or in part by \_\_\_\_\_, except when such materials have been expressly identified within the applicable Scope of Work as belonging to \_\_\_\_\_.

## I. Points to Ponder

- Question 1:** Are there current programs or services offered by your Tribe that you would like to ensure are accessible to child victims?
- Question 2:** Are you confident in your partnering entities’ abilities to understand the needs of your community and/or the need for the partnership? What could strengthen your confidence?

## Part 2: Other Memorandum of Understanding Clauses

This part addresses clauses that are not Tribally specific, but that should be considered for inclusion when Tribes/Tribal agencies are signing to endorse an MOU for an MDT. As with Part 1, we begin with substantive text that briefly explains the purpose of the clause, followed by two example clauses provided for discussion and reflection, before concluding with “Points to Ponder.” NCA Standards and the *Practice Guide* are referenced where applicable.

### A. Statement of Purpose Clause

The *National Standards* manual articulates the MDT’s goal as follows:

[. . .][T]o coordinate investigations and service delivery to mitigate potential trauma to children and families, to keep open the lines of communication and maintain transparency and foster trust, and to help optimize a quality response overall, while preserving and respecting the rights of the clients, and the mandates and obligations of each agency.<sup>27</sup>

The *Practice Guide* provides further context:

The CAC’s [. . .] MOU states the mission and goals of a CAC and commits each agency to participate routinely as a member of the MDT to achieve the CAC’s overarching goals. The [. . .] MOU further commits each signatory to shared referral, intake, and interviewing procedures; collaborative decision-making; and coordinated case planning and service delivery.<sup>28</sup>

Purpose statements encapsulate the shared drive behind forging a partnership via a MOU or other formalized agreement and clearly outline why the parties are coming together. Purpose statements can also be used to highlight the specific issues being addressed by the partnership. Further, purpose statements can prescribe guidelines for how the partnership will implement its work by articulating an organizational mission statement, outlining the partnership’s core values, or including notes on the approach that partners will take in their work.

Purpose statements can also re-center a partnership that has lost momentum or moved away from its original intention. Reflecting on the purpose statement in the MOU can also assist in drafting accompanying protocols and/or policies and procedures after the execution of the MOU.

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<sup>27</sup> National Children’s Alliance Standards, p. 14.

<sup>28</sup> Practice Guide p. 19-20.



Clauses concretizing the purpose of the MDT can also be an opportunity to affirm principles of Tribal sovereignty, the importance of culturally relevant practices and services, and Tribal programs.

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## I. Example Clauses – Statement of Purpose

### *Example #1*

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#### **Statement of Purpose**

The Parties enter into this Agreement to:

- a. Increase the quality and efficiency of state and Tribal benefits and services to child victims.
- b. Create and implement a Multidisciplinary Team with a shared referral, intake, and interviewing procedures; collaborative decision-making; and coordinated and culturally responsive case planning and service delivery.
- c. Foster and strengthen the cooperation between, and advise and assist, the many agencies involved in child physical and sexual abuse cases.

### *Example #2*

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#### **Mission Statement**

The mission of \_\_\_\_ Children’s Advocacy Center/Multi-Disciplinary Team is to improve the effectiveness of the investigation and prosecution of child abuse crimes decreasing the trauma for victims of child abuse and their families in \_\_\_\_\_ and to provide regional/national leadership on child abuse issues. We, the undersigned Parties, by and through our designated representatives, agree to support the stated mission of \_\_\_\_\_ Children’s Advocacy Center/Multi-Disciplinary Team; and

Further, We, the undersigned Parties, by and through our designated representatives, agree to follow and annually review this MOU and create, maintain, follow, and annually review policies, procedures, protocols, or any other implementation materials developed in accordance with this MOU.



## II. Points to Ponder

- Question 1:** What are some of the underlying issues that led you to consider entering into a MOU?
  
- Question 2:** Do all parties have the same understanding of the approach to be taken to accomplish those goals?

## B. Annual Review and Progress Report Clause

NCA Standards require that the MOU should be reviewed and updated annually as needed to reflect current practices.<sup>29</sup> Agency leaders are the signatories of MOUs and ultimately bear the responsibility of ensuring the agency's commitment to the MDT or CAC, even though they often are not engaged in the ongoing work of case review and service provision. Annual review and updating of the MOU provide an opportunity to reaffirm agency leadership's commitment to the MDT or CAC, and it also ensures that the agreement remains current in cases when leadership turnover has occurred, and new signatures are needed.

Annually reviewing and updating the MOU is a vital part of maintaining the positive agency relationships necessary for effective MDT operations. The process ensures that the parties remain on the same page and provides an opportunity to revise the nature of an agency's collaboration in cases when the original agreement may no longer accurately reflect the reality of MDT operations.

An annual review and updating of the MOU should ensure consistency with the current version of your MDT protocols and other relevant policies and procedures. NCA Standards mandate that protocols and procedures be reviewed at least every three years.<sup>30</sup>

As part of an annual review of your MOU, both Tribal and non-Tribal MDTs might consider requiring an annual progress report to Tribal leadership to keep the Tribal government informed about MDT or CAC services to the Tribe's children and families.

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<sup>29</sup> *National Standards*, p. 17

<sup>30</sup> *National Standards*, p. 17.

## I. Example Clauses – Annual Review and Progress Report

### *Example #1*

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This Memorandum of Understanding (MOU) shall be reviewed annually by the MDT. Any desired modifications will be discussed and decided by the MDT. After notifying all agencies of any concerns regarding changes, a meeting will be scheduled between those agencies and the MDT Coordinator to discuss all concerns. The MDT Coordinator will work with the agency and MDT to negotiate an agreeable solution. These guidelines, policies, and procedures may be modified as follows:

- To conform to existing or new statutes, rules, regulations, or departmental policies which may conflict with any provisions of these guidelines;
- To better meet the needs of families and children in the provision of child abuse-related services;
- To improve the procedures set forth in these guidelines;
- To add or delete agencies as parties to these guidelines;
- For such other purpose as the parties may agree.

At the end of each calendar year, the MOU and the effectiveness of the MDT protocols shall be reviewed. The MDT Coordinator shall develop and present an annual written report to \_\_\_\_\_ (Tribal Council signatory). The report shall include an assessment of the MDT, its successes and failures, and recommendations for improvement. The report shall also include recorded data such as, but not limited to, the number of cases reported, the number of cases where children were removed from their family homes, the types of treatment services made available, the number of cases recommended for prosecution, the number of cases prosecuted, and the outcomes of those prosecutions. A copy of the report shall be distributed to each member agency of the MOU.

### *Example #2*

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#### **Opportunity for MDT Members to Provide Feedback, and Report**

MDT members are highly encouraged to provide feedback and suggestions regarding procedures and operations during MDT meetings. This information shall be noted in the MDT meeting records. At the end of each calendar year, the MDT shall create a written report regarding the effectiveness of the protocols and processes of the MDT, including data such as, but not limited to, the number of child maltreatment cases reported, child removals, services made available, Indian Child Welfare Act cases, prosecutions, and prosecutorial outcomes. The annual report shall be made available to \_\_\_\_\_. The report shall also note whether MDT members have formally requested for procedures and processes to be modified and whether those modifications have been approved by the MDT and instituted.

## II. Points to Ponder

- ❑ **Question 1:** Should review reports be conducted annually and distributed to all MOU signatory agencies? Who will be responsible for drafting the reports and ensuring no breach of confidentiality occurs regarding information included in the report, and who receives the report?
  
- ❑ **Question 2:** Would Tribal leadership be interested in hearing about the initiative? Will the Tribal signatory be responsible for providing a copy of the report to the Tribal council or other Tribal governing body? Would presenting the report's findings at a Tribal council meeting promote a better relationship with Tribal leadership?

## C. Severability Clause

Generally, severability clauses are provisions that inform courts that if a provision in a contract is found unenforceable, the remaining valid parts of a contract remain intact. In the case of an MOU, this would ensure that if an individual provision of the MOU is deemed invalid or unworkable, the remaining parts of the agreement will remain intact. Language specifying how the agreement will be affected by provisions that are not legally enforceable is necessary to protect against a court's finding that the MOU is a contract, which could result in the entire document being held to be invalid based on the unenforceable status of one of its provisions.

### I. Example Clauses – Severability

#### *Example #1*

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In the event any provision of this Agreement is determined to be void or unenforceable, such determination shall not affect the remainder of this Agreement, which shall continue to be in force.

#### *Example #2*

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If any provision of this Agreement is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable, and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included herein.

## II. Points to Ponder

- ❑ **Question 1:** Does the MOU contain text that the document is not legally binding? If not, a court may find the MOU is a legally binding contract between all signatories, and without a severability clause, the entire document may be held invalid.
  
- ❑ **Question 2:** Does the Tribe/Tribal agency want to keep the MOU in place in the event of a dispute over one of the clauses? This position would promote the inclusion of a severability clause.

## D. Beginning and End Date Clause

The beginning and ending dates of an agreement note the period of effectiveness of the agreement so that all signatories are aware of the duration of their obligations and commitments. Some agreements provide avenues to change these dates, for example, by amending the agreement or by agreement of all signatories in writing. Such a clause may help ensure partner buy-in in situations when signatories change during the period of effectiveness identified in the MOU.

### I. Example Clauses – Beginning and Ending Dates

#### *Example #1*

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This MOU is effective on the date set forth in the PREAMBLE SECTION. The Term of this MOU is TWO YEARS. The Term of this MOU may be extended for an additional term of TWO YEARS upon written agreement of the Parties. This MOU may be amended by written agreement of the Parties.

#### *Example #2*

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The term of this MOU shall be July 1, 2020 – June 30, 2021. The MOU will be reviewed annually to identify any substantial changes that the MDT feels are in keeping with the best practices in each field.

## II. Points to Ponder

- Question 1:** Review the text in the MOU regarding beginning and ending dates carefully. If other terms, such as “execution” or “termination,” are used, are those terms clearly defined?
  
- Question 2:** Do the beginning and end dates conflict with any of the Tribal signatories’ funding? For example, if the Tribal victim advocate agency is funded by grants, are there provisions allowing the agency to suspend performance if funding is delayed or unavailable?

## E. Signatory Clause

As noted above, the signatories to an MDT MOU are not generally the MDT members but the leaders of the agencies they represent. Note that in Tribal service systems, the approvals process may differ from that of a non-Tribal system. Approval may be required by Tribal leadership at a higher level than the agency. Standards for signing agreements may vary from Tribe to Tribe.

### I. Example Clauses – Signatory

#### *Example #1*

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We, the undersigned agencies participating in a multi-disciplinary team, by and through our directors/administrators and our designated representatives, do hereby agree to the following guidelines concerning the MDT mission statement, goals, and objectives and this MOU. [Signatures follow]

#### *Example #2*

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As signatories to this agreement, we agree to follow the MDT guidelines and provisions and participate in the MDT Policies and Procedures as outlined. [Signatures follow]

## II. Points to Ponder

- Question 1:** What are the processes to obtain signatures and commitments from the highest level at your Tribe?
  
- Question 2:** Does the Tribal signatory have the authority to bind the Tribe to the MOU?

## Resources

### Child Welfare Information Gateway

- [State Statute Search](#)
- [Mandatory reporting of child abuse and neglect](#). (2023) U.S. Department of Health and Human Services, Administration for Children and Families, Children's Bureau.

### National Children's Alliance

- Website: <https://www.nationalchildrensalliance.org/>
- [National Standards of Accreditation for Children's Advocacy Centers](#) (2023 Edition)
- [Putting Standards into Practice: A Guide for Implementing the 2023 National Standards of Accreditation for Children's Advocacy Centers](#) (2023 Edition)

### Native Child Advocacy Resource Center

- Website: <https://www.nativecac.org/>
- [Practice Brief #4: Tribal Sovereignty and the CAC Model](#) (September 2022)
- [Practice Brief #5: MOUs and Authentic Partnership](#) (September 2022)

### Cases – Sovereign Immunity

- [Turner v. United States](#), 248 U.S. 354 (1919)
- [Puyallup Tribe v. Department of Game of State of Wash.](#), 433 U.S. 165 (1977)
- [Michigan v. Bay Mills Indian Community](#), 572 U.S. 782 (2014)
- [Lewis v. Clarke](#), 581 U.S. 155 (2017).
- [Will v. Michigan Dept. of State Police](#), 491 U.S. 58 (1989).
- [Kiowa Tribe of Oklahoma v. Mfg. Tech Inc](#), 523 U.S. 751 (1998).
- [C & L Enterprises, Inc. v. Citizen Band Potawatomi Indian Tribal of Oklahoma](#), 532 U.S. 411 (2001)

### Statutes

- California statute, [CA Wel & Inst Section 18961.7](#)
- Washington statute, [RCW 26.44.175](#)
- [18 U.S.C. 1169](#) Reporting of child abuse.
- [18 U.S.C. 2258](#) Failure to report child abuse.
- [25 U.S.C. § 1902](#) Congressional declaration of policy
- [25 U.S.C. §1911](#) Indian Tribe jurisdiction over Indian child custody proceedings.
- [25 U.S.C. 3203](#) Reporting Procedures.
- [34 U.S.C. 20341](#) Child abuse reporting.

## Appendix: Memorandum of Understanding Drafting Checklist

Below is a checklist of the clauses discussed in the preceding Handbook. Some standard clauses may not be covered in this checklist but should be included in the MOU, such as Definitions or Termination clauses. Trusted legal counsel should review all drafts.

- Tribal Sovereignty
- Tribal Sovereign Immunity
- Confidentiality/Information sharing
- Mandatory Reporting
- Culturally Appropriate Services
- Statement of Purpose
- Annual Review and Report
- Severability
- Beginning and End Date
- Signatory

In addition to the types of clauses listed above, drafters should review the accreditation standards contained in [\*National Standards of Accreditation for Children's Advocacy Centers 2023 Edition\*](#), which is referenced throughout the Handbook.



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