

**MEMORANDUM OF UNDERSTANDING BETWEEN QUINAULT INDIAN NATION
AND DSHS CHILDREN'S ADMINISTRATION FOR SHARING RESPONSIBILITY IN
DELIVERING CHILD WELFARE SERVICES TO CHILDREN OF THE QUINAULT
INDIAN NATION**

I. INTRODUCTION

This memorandum of agreement is entered into between the Quinault Family Services (QFS), Quinault Indian Nation (QIN) and the Washington State Department of Social and Health Services Children's Administration (CA), each acting in its representative capacity. This Agreement is based on the fundamental principles of the government-to-government relationship acknowledged in the 1989 Centennial Accord, federal Indian Child Welfare Act, the Washington State Indian Child Welfare Act, and the collaborative relationship developed by the QIN and CA through contract, practice, and policy, including the DSHS 7.01 Administrative Policy. A compilation of laws stating CA's authority and guiding its child welfare activities is set forth in Attachment B of this agreement.

This Agreement recognizes the sovereignty of the Quinault Indian Nation and of the State of Washington and each respective sovereign's interests.

The QIN and CA acknowledge that a court of either the Tribe or State of Washington may have jurisdiction over a child welfare proceeding. Each acknowledges that the law of the jurisdiction in which a child welfare judicial proceeding is initiated and maintained is sovereign within that jurisdiction and governs the proceeding.

II. PURPOSE

Washington State law authorizes CA to provide for the care of Indian children who are in the custody of an Indian tribe, pursuant to a tribal court order, subject to the same eligibility standards and rates of support applicable to children in the custody of the CA, pursuant to a state juvenile court order. The purpose and objective of this agreement is to clarify the roles and responsibilities of the Tribe and CA, to clarify the responsibilities of the Tribe and CA when Child Protective Services are provided to tribal children, to enhance coordination and cooperation between the Tribe and CA in providing appropriate child welfare services to Indian children who are under the jurisdiction of the tribal court, and to coordinate with the Tribe when its children are in the custody of CA and under the jurisdiction of a state juvenile court. The overarching purpose of this agreement is the safety and well being of Indian children.

III. AUTHORITY

The Indian Child Welfare Act (ICWA), 25 U.S.C. § 1919, authorizes states and tribes to enter into agreements for the care and custody of Indian children. Under the Tribal-State Agreement, both the QIN and CA are authorized to enter into this agreement. Additionally, the Tribe is specifically authorized to enter into this agreement by the Social, Health and Education Committee, subcommittee of the QIN Tribal Council. CA is specifically authorized to enter into this agreement by RCW chapter 39.34, the Interlocal Cooperation Act, which permits an agency to enter into an agreement with an Indian tribe for their mutual advantage and cooperation. CA recognizes that the QIN's execution of this agreement does not constitute a waiver of its right to sovereign immunity.

IV. DEFINITIONS

“Jurisdiction” as used in this agreement means the legal authority of a state or tribal court to hear a juvenile dependency action or other related juvenile matter. The QIN and CA acknowledge that either or both of their child welfare programs may be involved in providing services, including Child Protective Services and Child Welfare Services, to Tribal children regardless of whether a court action has been initiated, or which court has jurisdiction over a child's case.

“Indian child” for purposes of applying the Indian Child Welfare Act means an unmarried and unemancipated Indian person who is under eighteen years of age and is either: (a) A member of an Indian tribe; or (b) eligible for membership in an Indian tribe and is the biological child of a member of an Indian tribe. The QIN has sole authority to determine whether a child is a member or eligible for membership in the tribe.

“Quinault or tribal child” for purposes of case planning and services means a child who is not a member or eligible for membership in the QIN, but who is considered to be part of the tribal community.

“Notice” for purposes of compliance with the state and federal Indian Child Welfare Acts means the legal Notice required under RCW 13.38.070 and 25 U.S.C. § 1912 to inform tribes of (1) the initiation of an action to place an Indian child in foster care or to terminate parental rights of an Indian child and (2) the tribe's right to intervene. For purposes of this agreement and collaboration between the tribe and CA, notice means communication by the most expedient means – for example, by telephone, email, letter, personal contact, or fax.

V. CHILD PROTECTIVE SERVICES

1. In every case in which an allegation of abuse or neglect of a child who resides on the QIN reservation or is a member of the QIN, is received by CA, the Tribe will be notified of the allegation. Notification will be in writing, or by phone, fax, or email, within 24 hours for emergent cases and within 72 hours for all other cases, including cases that are not

screened in by CA for investigation. The method and time of notification will be documented by CA. The method preferred by the Tribe is by fax at 360-276-4152.

2. If an allegation involves apparent criminal activity, Tribal/State/Local law enforcement in the jurisdiction where the alleged abuse or neglect occurred will be notified.
3. If a child who is the victim of a CPS allegation does not live on the reservation, but is a known member of the QIN, and if the allegation is founded, or if CA determines the child is in danger in the home of the parent or other caregiver, CA will notify QFS of its intent to provide services or to file a dependency petition and give the Tribe an opportunity to file the petition in Tribal Court or to take primary responsibility for providing services.
4. CA is in the process of implementing a two-path response to allegations of child abuse and neglect. Allegations that are screened-in for a response will be assigned by CA to either (1) the traditional CPS investigative pathway or (2) to the new alternative Family Assessment Response (FAR) pathway. Based on state law and its policies and screening tools, CA will decide whether the response will be an investigation or FAR.
5. CA's CPS Intake will notify the Tribe within 24 hours if a child abuse or neglect referral has been accepted by CA, alleging the abuse or neglect occurred off the reservation and will give the Tribe an opportunity to participate in the CPS response, either an investigation or FAR.

Traditional CPS Investigative Pathway

1. QFS will respond to allegations of child abuse or neglect occurring on Tribal lands, unless the Tribe makes a specific written request that CA responds to the intake. Should this be requested, QFS will notify CA within 24 hours of receiving the intake that they are requesting CA response.
2. CA will advise the referent (including mandated reporters) that the QIN investigates or responds to allegations of abuse or neglect which reportedly occurred on Tribal lands and that the QFS will be notified of the allegation.
3. The Tribe and CA agree to collaborate in providing CPS investigative or FAR services and supports to tribal children who are alleged to be abused or neglected off Tribal lands. CA will take the lead and have primary responsibility for investigations off the reservation. CA is required to follow state law and its own policies in responding to child abuse or neglect allegations.
4. A QFS social worker will have the opportunity to be present during interviews and investigations of child abuse/neglect allegations for cases in which CA is taking the lead.

5. CPS investigation should be completed within 60 days and QFS will be given the investigative report upon request.

CPS FAR Pathway

1. CA will provide FAR services to families and children residing off Tribal lands. CA's FAR worker has ultimate responsibility for assessing the family's needs and strengths and for arranging for or providing services and supports.
2. The CA worker will contact QFS and provide them with an opportunity to be present at the assessment and at family and community meetings to determine safety and service plans. CA and the Tribe will collaborate to identify and develop community supports and services for the family.
3. QFS may determine that it will continue, at its own expense, to provide community or tribal supports and services to the family after the FAR assessment and services are concluded. The Tribe acknowledges that FAR is time limited – to 45 days or, if the family is actively engaged in services that will require the case to remain open longer and the family agrees, to a maximum of 90 days.

VI. SERVICES FOR CHILDREN UNDER THE JURISDICTION OF THE TRIBAL COURT

1. Notwithstanding the decision in *Comenout v. Burdman*, it is the position of the QIN that it has retroceded jurisdiction of child welfare proceedings from the state of Washington by way of tribal resolution in the mid 1960's. In addition, the tribe reiterates that it currently does not consent to the state's concurrent jurisdiction under RCW 13.38.060. Accordingly, CA acknowledges that it is the position of QIN that jurisdiction over child welfare proceedings involving Quinault Indian children on the Quinault reservation is exclusive and CA does not take a position with regard to that issue for purposes of the MOU.
2. Children served by QFS are eligible for services funded and contracted by CA. Eligibility for these services must be consistent with the eligibility criteria used for children served by CA.
3. A description of the services currently available to families and children, including a limited description of the eligibility criteria for those services, is attached to this agreement as Attachment A.
4. When QFS requests child welfare services for children and youth being served by the Tribe, CA will:
 - i) Assign the case to a specific social worker, selected by CA, but who recognizes that the QFS has custody of and decision making authority over the child, and who is willing to accept the customs and traditions of the QIN. The CA social

worker will not be responsible for case management, but instead will assist the Tribal social worker in accessing services.

- ii) Maintain a child file consisting of the referral information, the Tribal case plan, Tribal court documents, and payment information.
 - iii) Work with the QFS social worker to determine what services would best meet the needs of the child and, at the request of the Tribe, pursue intensive services for the child, using established CA procedures. The CA social worker will help make the Tribe aware of appropriate services available through CA, as well as how to access those services.
5. Information regarding eligibility will be provided by the QFS social worker and supplemented by the QFS social worker when requested. The QFS social worker has responsibility for recommending and overseeing the administration of services.
 6. CA will provide a point of contact to assist QFS in accessing services. The point of contact is the Tribe's contact for requesting services and will work with the tribe to clarify eligibility for services, to expedite services and to verify payment.

The CA point of contact will be available to assist, or arrange for another worker to assist, QFS in preparing the necessary documentation to request adolescent services and will invite the Tribal social worker to attend staffings to approve intensive services, such as Behavior Rehabilitation Services, specialized teen mother programs, and services for sexually aggressive youths. In the Aberdeen office, the tribal pay/liaison will be the point of contact person.

The Tribe will provide a point of contact to work with CA on service issues.

The CA and tribal contacts are listed in Attachment C.

VII. SERVICES FOR TRIBAL CHILDREN UNDER THE JURISDICTION OF THE STATE COURT

1. If a child who is a member or the biological child of a member and eligible for membership in the Tribe is the subject of a dependency action filed by CA in the juvenile court of the State of Washington, CA will timely notify the QIN of its right to intervene in the action. The QIN has the right to intervene at any point in a State Juvenile Court proceeding involving a child who is a member or the biological child of a member and is eligible for membership in the QIN. CA agrees to assist the QIN in achieving intervention in such cases.
2. If jurisdiction of the action is not transferred to Tribal court, then the QIN will designate a specific person or position to work with the CA social worker to assist in locating an

appropriate placement and to consult with the CA social worker in developing an appropriate case plan.

3. If CA has placement authority for an Indian child, placement shall be within reasonable proximity to the child's home when possible and appropriate. Placement decisions shall be consistent with the following Tribal preferences:
 - Permit the child to remain with his/her parents, guardian or custodian;
 - An extended family member on the reservation;
 - A licensed foster home on the reservation;
 - An extended family member's home outside the reservation;
 - A residential facility;
 - A foster home outside the reservation.
4. The QIN will designate an individual who has authority and responsibility for providing an expert witness for state court dependency and termination proceedings governed by the Indian Child Welfare Act. The QIN agrees that it will provide an expert witness at the time and place of any trial in which an Indian expert is required.
5. QFS and CA 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 Tribe's customs, traditions and history.
6. If the child is a Quinault child, but is not an Indian child under ICWA, CA and the tribe 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 QIN's customs, traditions and history.

VIII. FULL FAITH AND CREDIT

Each party shall give full faith and credit to the judicial proceedings and court orders of the other party as required by each party's respective laws for any proceedings relevant to this MOU.

IX. INFORMATION SHARING AND CONFIDENTIALITY

1. It is the policy of both the Tribe and CA to share with each other full information about a child that will assist the other in protecting the child and in assessing the child's need and eligibility for and receipt of services. CA is required to follow state and federal laws governing confidentiality of children's records. QFS agrees that it will follow state and federal law, or tribal law, if the Tribal Code meets or exceeds state and federal law requirements to protect the records of children receiving services from CA.

2. Pursuant to a separate agreement the QIN has Read Only access to the Statewide Automated Child Welfare Information System (SACWIS), known as FamLink

X. COLLABORATIVE ACTIONS

1. CA, through the Alliance for Child Welfare Excellence, will provide QFS ICW staff with the opportunity to take advantage of relevant trainings that are available to CA staff . A catalog of courses will be sent to QFS electronically at abrown@quinault.org by the Alliance on a quarterly basis.
2. The QIN will provide technical assistance and consultation on Native American cases, as requested by CA.
3. The QIN will designate at least one candidate from the Tribe for representation on the Local Indian Child Welfare Advisory Committee.

XI. CONFLICT RESOLUTION

The QIN and CA agree that if a dispute arises under this agreement, the process set forth in the 7.01 Policy or in the General Terms and Conditions of the Intergovernmental Agreement will apply. A copy of the applicable process is set forth in Attachment D.

XII. EFFECT AND MODIFICATION

This is a working document to guide the QIN and CA in supporting Indian children in need of services. Its description of services may be changed as programs are added or eligibility requirements are changed. Contact persons, services and other subjects set forth in the Attachments may be updated at any time at the request of either party.

This agreement will be reviewed every two years and will continue in effect until modified or terminated. However, this agreement may be modified at any time by mutual agreement of the QIN and CA. Any modification may be reflected in an addendum and attached to the agreement.

This agreement is subject to state and federal law and Tribal code, as they exist and as amended during the course of this agreement.

IN WITNESS WHEREOF and by means of the signatures below, the Quinault Indian Nation and the Department of Social and Health Services, Children's Administration, hereby agree to follow the provisions of this Memorandum of Understanding, which shall be effective as of the date that all of the persons below have signed the agreement.

FOR THE QUINAULT INDIAN NATION:



President, Quinault Indian Nation

Date: 7/14/2015

Director, Roger Saux Health Clinic

Date: _____

Manager, Social Services

Date: _____

FOR THE DEPARTMENT OF SOCIAL AND HEALTH SERVICES:



Secretary, Department of Social and Health Services

Date: 9/1/15



Assistant Secretary, Children's Administration

Date: 9/1/15

Regional Administrator, Region 3 Children's Administration

Date: _____

Area Administrator, Grays Harbor Children's Administration

Date: _____

ATTACHMENTS

ATTACHMENT A – list of services available through CA

ATTACHMENT B Laws governing child welfare services

ATTACHMENT C – QFS and CA contact list

ATTACHMENT D - Dispute resolution process

ATTACHMENT E – Quinault Indian Nation Title 55 Children's Code

ATTACHMENT C – Points of Contact

CPS:

Notice related to CPS issues will be provided to QFS by contacting:

Name: Tara Benson, CPS Supervisor
Address: 415 W. Wishkah, Suite A3, Aberdeen, WA 98520
Phone: 360-537-4323
Email: tmcg300@dshs.wa.gov

Notice related to CPS issues will be provided to CA by contacting:

Name: Amelia Acosta (Effective 8/13/13)
Address: 1505 Kla-Ook-Wa , Taholah, WA 98587
Phone: 360-276-8215
Email

SERVICES:

The CA tribal liaison for children who are served under this agreement is:

Name: Cliff Burden
Address: 415 W. Wishkah St. Suite A3, Aberdeen, WA 98520
Phone: 360-537-4331
Email: bucl300@dshs.wa.gov

If emergency or after-hours services are needed by a child in Tribal care,

The CA contact is:

Central Intake: 1-800-562-5624

The Tribal point of contact is:

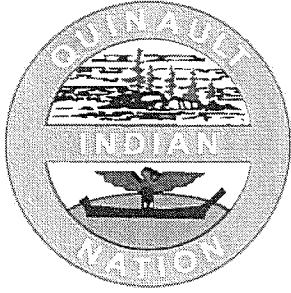
Taholah Police Department, 360-276-4422; ask for on call CPS worker

ATTACHMENT D – Dispute resolution

In light of the sovereign government status of Tribes, when consultation alone has not been successful in resolving issues at the regional level, Tribes have the authority to raise the issues to the Assistant Secretary, Secretary, or the Governor.

[From 2007 7.01 Policy]

ATTACHMENT E – Quinault Indian Nation Title 55 Children’s Code follows.



Quinault Indian Nation

POST OFFICE BOX 189 □ TAHOLAH, WASHINGTON 98587 □ TELEPHONE (360) 276 - 8211

QUINAULT BUSINESS COMMITTEE

RESOLUTION NO. 15-136-94

A RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING WITH DSHS CHILDREN'S ADMINISTRATION FOR SHARING RESPONSIBILITY IN DELIVERING CHILD WELFARE SERVICES

WHEREAS, the Quinault Business Committee is the recognized governing body of the Quinault Indian Nation under the authority of the Quinault Indian Nation's Constitution adopted by the Quinault General Council on March 22nd, 1975; and

WHEREAS, the Quinault Indian Nation has inherent sovereign governmental powers to protect and promote the health, safety and general welfare of the people of the Quinault Nation; and

WHEREAS, Article V, Section 3(a) of the Constitution of the Quinault Indian Nation specifically grants the Business Committee the power to enter into agreements on behalf of the Nation with federal, state, and local governments or agencies, and other public and/or private organizations or persons; and

WHEREAS, the Quinault Indian Nation works directly with the Washington State Department of Social and Health Services Children's Administration (CA) to ensure the safety and well-being of Indian children; and

WHEREAS, on July 28, 2014, by Resolution No. 14-91A-93, the Quinault Business Committee approved an MOU clarifying the roles and responsibilities of each party, enhancing coordination and cooperation between the Nation and the CA, and ensuring that the needs, safety and well-being of our Indian children are being addressed; and

WHEREAS, CA has requested certain amendments to the MOU to (1) comply with federal law enforcement direction that CA cannot use its terminals to perform background checks for tribes and (2) to reflect that QIN staff access to CA's Famlink database is "read only."

NOW, THEREFORE, BE IT RESOLVED, that the Quinault Business Committee hereby **approves** the Memorandum of Understanding with the Washington State DSHS Children's Administration for sharing responsibility in delivering child welfare to children of the Quinault Indian Nation with the requested amendments.

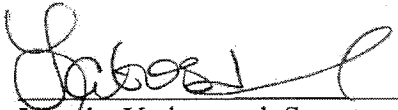
BE IT FURTHER RESOLVED that the Quinault Business Committee authorizes the QIN President, the Director of the Roger Saux Health Center, and the Manager of QIN Social Services to sign the attached Memorandum of Understanding on behalf of the Quinault Indian Nation.



Fawn R. Sharp, President
Quinault Indian Nation

CERTIFICATION

As Secretary of the Quinault Business Committee, I hereby certify that the foregoing resolution was duly enacted by the Quinault Business Committee in Taholah, Washington, at a regular meeting held on July 13, 2014 by a vote of 6 for, 0 against, 1 abstaining.



Latosha Underwood, Secretary
Quinault Business Committee