

**GOVERNMENT-TO-GOVERNMENT CHILD WELFARE AGREEMENT BETWEEN  
THE TULALIP TRIBES AND THE STATE OF WASHINGTON**

**I. INTRODUCTION AND PREAMBLE**

This MEMORANDUM OF AGREEMENT (MOA) is entered into between the Tulalip Tribes (the Tribes), a federally recognized tribe and signatory to the 1855 Treaty of Point Elliott, and the Washington State Department of Social and Health Services Children's Administration (CA), each party acting pursuant to their respective governmental authorities.

This Agreement is to be liberally construed in the full spirit of cooperation with the goal of carrying out the stated policy of the Indian Child Welfare Act of 1978, 25 U.S.C. § 1901 *et seq.* (hereafter called ICWA) as well as the Washington State Indian Child Welfare Act, RCW 13.38 *et seq.* This Agreement is consistent with the policies, procedures, and protections of the federal and state Indian Child Welfare Acts.

This MOA is based on the fundamental principles of the government-to-government relationship acknowledged in the 1989 Centennial Accord and recognizes the sovereignty of the Tribes and of the State of Washington and each respective sovereign's interests. CA recognizes that the Tribes has a compelling interest in promoting and maintaining the governmental, social, economic, and cultural integrity of the Tribes and has the power to exercise certain rights of home rule not inconsistent with the federal, state, and local laws. Upon duly authorized execution of this MOA, any existing child welfare agreement between the Tribes and CA will be superseded.

The Tribes and CA acknowledge that it is the Tribes' position that it has jurisdiction over Tulalip Tribes' children wherever found and that the Tribes desires to assert its jurisdiction and authority to protect Tulalip Tribes' children and keep families together whenever possible. The Tribes and CA acknowledge that a court of the State of Washington or Tulalip Tribal Court 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 controls.

**II. PURPOSE**

The overarching purpose of this Agreement is the safety and well-being of Tulalip Tribal children. CA has a duty to provide for care and services for Indian children in the custody of an Indian tribe to the same extent, and subject to the same eligibility standards and rates of support, as children in the custody of CA. This Agreement is intended to define and clarify the respective roles and responsibilities of the Tribes and CA, to enhance coordination and cooperation between the Tribes and the CA in providing appropriate child welfare services to children who are under the jurisdiction of the Tribes' Court, to coordinate with the Tribes when its children are in the custody of CA and under the jurisdiction of a state juvenile court and to ensure the provision of quality services to the Tribes' children at all times regardless of where the child is located and whose court the child is subject to. To this end, the specific purpose of this Agreement between the Tribes and CA is to clarify the handling of Child Protective Services and Child Welfare Services cases involving Indian children and their families, including residents of the Tulalip Reservation and non-residential Tribal member children.

### **III. AUTHORITY**

The Tulalip Tribes, acting through its Board of Directors, enters into this Agreement pursuant to its inherent sovereign authority over its people and territorial jurisdiction. The Tulalip Tribes Board of Directors is authorized to enter into this Agreement pursuant to Article VI, Section 1(a) of the Constitution and Bylaws for the Tulalip Tribes of Washington. CA is authorized to enter into this Agreement on behalf of the State pursuant to the Revised Code of Washington chapter 39.34, the Interlocal Cooperation Act, authorizing State agencies to enter into cooperative agreements with Indian tribes. Furthermore, ICWA, 25 U.S.C. § 1919, authorizes the State of Washington to enter into agreements for the care and custody of Indian children and RCW 13.38 outlines the State's role in child welfare proceedings involving Indian children. Nothing in this Agreement constitutes or shall be construed as a waiver of the Tribes' sovereign immunity.

### **IV. JURISDICTION**

The Tribes and/or CA shall provide services to an Indian child under the jurisdiction of a State or Tribal Court, regardless of the court exercising jurisdiction. Furthermore, CA and/or the Tribes may provide voluntary services to children within the jurisdiction of the Tribes, in the absence of court proceedings.

The Tribes has jurisdiction over child custody proceedings as defined in ICWA and Tulalip Tribal Code 4.05. The Tulalip Tribes has exclusive jurisdiction over any child custody proceeding involving an Indian child as defined by ICWA and Tulalip Tribal Code, who resides or is domiciled on the Tulalip Reservation. Whenever possible, with respect to the Tulalip or Indian child who resides on the Tulalip Reservation, the Tribes will be given the opportunity to file a Tribal Court dependency proceeding regarding the child before CA files a state court proceeding.

The Tribes has the right, pursuant to the federal ICWA and state ICWA, to intervene at any point in a state court child custody proceeding involving an Indian child. In the event the case is not transferred or there is a delay in transfer, the placement preferences of the Tribes shall be accomplished without delay.

### **V. TRANSFER OF JURISDICTION**

The Tribes has the right to request transfer of jurisdiction at any time of any state juvenile court proceeding involving an Indian child as defined by tribal, state and federal ICWAs. CA shall timely notify the Tribes of the filing of any such proceeding, and assist and support the Tribes in seeking transfer to the Tulalip Tribal Court. Within two weeks of the transfer the CA shall provide the case file to the Tribes.

### **VI. DEFINITIONS**

For the purposes of this Agreement, all terms shall be defined as set forth in ICWA unless otherwise indicated.

1. "beda?chelh" shall mean the social services division charged by the Tulalip Tribes with the responsibility to foster and protect the health and welfare of the Indian families and their children and to carry out the purpose of ICWA and this Agreement.
2. "CA" means the Children's Administration, Department of Social and Health Services (DSHS).
3. "Children's Services" means all CA services including Child Protective Services (CPS), Child and Family Welfare Services (CFWS), Family Reconciliation Services (FRS), Foster/Kinship care, Adoption, Family Assessment Response (FAR), Family Voluntary Services (FVS), etc.
4. "Consultation" between the state and tribal government shall include real and full dialogues, not just exercises to meet procedural requirements. Tribal - State consultation should be a process of decision-making that works cooperatively toward reaching a true consensus *before* a decision is made or action taken.
5. "DCFS" means Washington's Division of Child and Family Services.
6. "Indian Child" means any unmarried person under the age of 18 years and is either a member of a federally recognized Indian tribe or is the biological child of a member and eligible for membership in a federally recognized Indian tribe. The Tribes retains the sole authority to determine membership.
7. "Tribal Member Child" means any unmarried person under the age of 18 who is either a member of the Tulalip Tribes or the biological child of a member and is eligible for membership in the Tulalip Tribes as determined by the Tulalip Tribes.
8. "Extended Family Member" shall be defined by the law of custom of the Indian child's tribe(s), or in the absence of such law or custom, shall be a person who has reached the age of 18 years and who is the Indian child's grandparent, aunt or uncle, brother or sister, brother-in-law or sister-in-law, niece or nephew, first or second cousin, or stepparent.
9. "Screened in CPS referral" means a CPS referral accepted by CA for investigation or Family Assessment Response.
10. "beda?chelh CPS, case worker or case manager" shall mean the Tribal ICW program/worker agency, organization, or person designated by beda?chelh to provide child welfare services on behalf of the Tribes.
11. "State court" means any superior court for the State of Washington and its division, including family court and juvenile court.

## **VII. CONTACT PERSONS AND ASSIGNED STAFF**

Region 2 staff is the CA contact person during normal working hours, for purposes of making a referral of child abuse and neglect. During weekends, after regular business hours, and holidays, the contact person is the intake worker at Central Intake.

The contact person for beda?chelh is the Lead Case Manager. The Lead Case Manager is also responsible for coordinating the afterhours on call cell phone schedule with staff. The on call case manager is assigned the phone and they are responsible for answering and responding to any and all calls that come in from 4:30 PM - 8:00 AM Monday through Friday, Saturday and Sunday as well as on Holidays. The designated case manager will respond in person to all CPS referrals regarding Tribal member children on and within a 60 mile radius of the Tulalip Reservation and will be present by phone if the referral is outside of the 60 mile radius.

The contact person to request services available through CA is the tribal payment only social worker. If there is already an active case with the CA, the assigned social worker is the contact person for that case.

beda?chelh and CA will each designate a staff person to act as liaisons to facilitate this Agreement. beda?chelh and CA will participate in joint staffings or consultations on particular cases where necessary to identify the most appropriate services for involved children and families.

The parties to this Agreement shall, at least annually, notify each other in writing of the names of the contact persons and other principal staff members. In addition, the parties will notify each other of office phone numbers and addresses of contact persons. The parties specifically agree to notify each other of changes in contact persons and of changes in staff members.

CA will advise beda?chelh of professional training opportunities as they arise and will furnish beda?chelh with literature and information regarding programs and services available through CA, including any scholarships available for trainings through the CA. Notification of programs and services will occur on at least an annual basis.

CA shall ensure that all staff assigned to work with the Tulalip Tribes have received Indian Child Welfare Act training, and have met with beda?chelh staff and received training from beda?chelh about the Tulalip Community. CA and beda?chelh shall work together to create training opportunities\webinars.

## **VIII. CHILD PROTECTIVE SERVICES**

The Tribes and CA recognize the importance of working together to protect children from abuse, neglect, and abandonment. To that end, the Tribes and CA agree to comply with the following procedures whenever a referral of child abuse, neglect, or abandonment is received as outlined below. More detailed working procedures for contact between CA and beda?chelh will be established as necessary.

Upon initial receipt by CA of a CPS referral, if there is any indication that the child(ren) identified in the referral is a Tribal member or is an Indian child residing on the Tulalip Reservation, CA will contact beda?chelh for assistance in determining the child's membership status and residence.

CA will give beda?chelh written notice of referrals/intakes involving a child who may be or is a Tribal member child located anywhere within the State of Washington, or Indian child residing on the Tulalip Reservation, regardless of whether the referral/intake is screened in. CA will provide a copy of the written intake within 24 hours after receipt of a referral/intake. If an emergent referral/intake is received, CA will make efforts to immediately telephone beda?chelh in addition to sending a copy of the written material by email. The method and time of notification will be documented by CA.

1. 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.
2. The Tribes and CA each agrees to inform the other of the outcome of CPS investigations that result in a "founded" for abandonment, child abuse, or child neglect involving Indian children.
3. If a child who is the victim of a CPS allegation does not live on the reservation, but is a Tribal member, 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 the Tribes of its intent to provide services or to file a dependency petition and give the Tribes 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 investigative (CPS) pathway or (2) to the alternative Family Assessment Response (FAR) pathway.

**Tribal Investigation Pathway—For Open Tribal Court Cases**

1. For emergent referrals, the Tribes and CA will contact each other immediately to determine jurisdiction. If the referral involves a case that is open with the Tulalip Tribal Court, the Tribes will notify CA that they are taking jurisdiction of the investigation. Notification shall be by email and phone.
2. CA's CPS Intake will notify the Tribes within 24 hours if a child abuse or neglect referral has been received by CA, alleging the abuse or neglect occurred on the Tulalip Reservation.
3. At the conclusion of the Tribes' investigation, the Tribes will notify CA regarding founded allegations, providing names, allegations and outcomes so that the information may be included in the state's case management system.
4. The Tribes has an alternative response, similar to FAR; however, if voluntary services are needed by a family during a Tribal CPS investigation, CA will assist the Tribes in accessing services and supports for the family.

- a. Children served by the Tribes 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.
- b. A description of the services and supports currently available to families and children under the CPS program, including a limited description of the eligibility criteria for those services, is attached to this agreement as Attachment B.
- c. When the Tribes requests CPS services for children and youth being served by Tribal CPS, CA will:
  - i. Assign the case to tribal payment only social worker.
  - ii. Maintain a file consisting of the referral information, the Tribal assessment or investigation, voluntary service plan, and payment/resource information.
  - iii. Work with the Tribal case manager to determine what services and supports would best meet the needs of the child and family.
- d. Information needed by CA to determine eligibility will be provided by the Tribal case manager prior to service approval and will be supplemented by the Tribal case manager when requested. The Tribes is responsible for recommending and overseeing the administration of services.
- e. The Tribal payment only social worker shall assist the Tribes in accessing support services and will work with the Tribes to clarify eligibility for services, to expedite services and to verify payment. The Tribal payment only social worker will be available to assist, or arrange for another worker to assist the Tribes in preparing the necessary documentation to request adolescent services and will invite the Tribal case manager to attend staffings to approve intensive services, such as Behavior Rehabilitation Services, specialized teen mother programs, and services for Sexually Aggressive Youth.
- f. The Tribes will provide a point of contact to work with CA on service issues.
- g. The CA and Tribal contacts are listed in Attachment A.

**CPS Investigation Pathway—For all new cases**

For all new cases, i.e., does not involve a child in an open Tulalip Tribal Court case, CA shall be the primary investigator, and the following procedure shall apply:

1. For emergent referrals, the Tribes and CA will contact each other immediately to coordinate the investigation and see the child within 24-hours. For 72-hour referrals, the Tribes and CA will contact each other as soon as possible and see the child within 72 hours or less.
2. The Tribes is responsible for protecting the child while the child is on the Tulalip Reservation before and during the investigation or Family Assessment, if necessary. The Tribes and CA will collaborate on the response and concurrently serve the child and family during the response. The investigation shall not be hindered by CA or the Tribes' unavailability.
3. CA will determine whether the allegation of child abuse or neglect should be screened in and will determine the type of CPS response (investigation or FAR). CA is required to follow state law and its own policies in responding to child abuse or neglect allegations.
4. CA's CPS investigator directs the investigation, deciding which social workers/case managers will interview which individuals and which social workers will gather other information.
5. During a CA investigation, a bedahel case manager will be present during interviews and investigations of child abuse/neglect allegations unless their presence will hinder the investigation from occurring in a timely fashion or the Tribes declines to attend.
6. CA will consult with the Tribes in making the determination whether the allegation is founded or unfounded. Ultimate responsibility for making the decision is CA's, but efforts will be made to reach a joint determination consistent with the law.
7. CPS investigations should be completed within 60 days and Tribes will be given the investigative report (no matter what the finding) and any documentation needed to file a dependency action in Tribal Court.
8. If the allegation is founded for abuse or neglect, under RCW ch. 26.44 and WAC ch. 388-15, the subject of the investigation has a right to challenge that finding under state law. The State shall notify the Tribes that the investigation is concluded.

### **CPS FAR Pathway**

The Tribes and CA will contact each other immediately to coordinate the investigation. For 72-hour referrals, the Tribes and CA will contact each other as soon as possible and see the child within 72 hours or less. The Tribes is responsible for protecting the child while the child is on the Tulalip Reservation before and during the investigation or Family Assessment, if necessary. The Tribes and CA will collaborate on the response and concurrently serve the child and family during the response. The investigation shall not be hindered by CA or the Tribes unavailability.

- 1 CA's FAR worker has ultimate responsibility for assessing child safety, the family's needs and strengths and for arranging for and providing services and supports.

2. The CA worker will contact the identified beda?chelh worker and will coordinate with that worker to participate in the assessment and be present at family and community meetings to determine safety and service plans unless the worker declines or their participation will hinder the process from occurring in a timely manner.
3. CA and the Tribes will collaborate to identify and develop community supports and services for the family and will concurrently serve the family.
4. The Tribes 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 Tribes 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.

#### **IX. FOSTER CARE PAYMENTS**

CA may pay for foster care services for a child under Tribal Court jurisdiction as consistent with applicable laws, regulations, and CA policy. In such cases, beda?chelh will furnish CA with copies of court orders and all other relevant legal documents, including all information necessary to process payments.

CA may also pay for special rate services or exceptional cost services consistent with its policies. These monies will be authorized based on availability of funds, priority, and level of need.

#### **X. SERVICES FOR CHILDREN SERVED BY THE TRIBES**

1. The Tribal Court has exclusive jurisdiction over any child custody proceeding involving a Tribal member child who resides on or is domiciled on the Tribe's reservation.
2. Children served by the Tribe 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 B.
4. When the Tribes requests child welfare services for children and youth being served by the Tribes, CA will:
  - a. Assign the case to Tribal payment only social worker, who recognizes that the Tribes has custody of and decision making authority over the child, and who is willing to accept the customs and traditions of the Tribes. The CA social worker will not be responsible for case management, but instead will assist the Tribal case manager in accessing services.



- b. Maintain a child file consisting of the referral information, the Tribal case plan, Tribal Court documents, and payment information.
  - c. Work with the Tribal case manager to determine what services would best meet the needs of the child and, at the request of the Tribes, pursue intensive services for the child, using established CA procedures. The CA social worker will help make the Tribes aware of appropriate services available through CA, as well as how to access those services.
5. Information regarding eligibility will be provided by the beda?chelh case manager and supplemented by the case manager when requested. The Tribal case manager has responsibility for recommending and overseeing the administration of services.
  6. CA will provide a point of contact to assist the Tribes in accessing services. The point of contact is the Tribes' contact for requesting services and will work with the Tribes to clarify eligibility for services, to expedite services and to verify payment.
  7. The CA point of contact will be available to assist, or arrange for another worker to assist, the Tribes in preparing the necessary documentation to request adolescent services and will invite the Tribal case manager to attend staffings to approve intensive services, such as Behavior Rehabilitation Services, specialized teen mother programs, and services for Sexually Aggressive Youths.
  8. The Tribes will provide a point of contact to work with CA on service issues.
  9. The CA and Tribal contacts are listed in Attachment A.

**XI. SERVICES FOR TULALIP TRIBAL CHILDREN WHOSE CASES ARE IN STATE COURT**

- i. If a Tulalip Tribal member is the subject of a dependency action filed by CA in a court of the State of Washington, CA, through its legal counsel, will timely notify the Tulalip Tribes of its right to intervene in the action in accordance with the federal and state Indian Child Welfare Acts.
- ii. If a dependency action is initiated in state court and is not transferred to the Tribal Court, then the Tribes will:
  1. Designate a case manager to assist CA in locating an appropriate placement. The Tribes' case manager and CA social workers shall collaborate in developing an appropriate case plan.
  2. Unless otherwise specified, the Lead Case manager or the beda?chelh manager shall identify an "expert witness" to appear on behalf of Tribes' children.

- iii. The Tribes and CA will work together to develop a plan for any Tribal members who are placed out-of-home care to assist the child in developing or maintaining an understanding of the Tribes' customs, traditions and history.
- iv. The Tulalip Tribes and CA will work together to develop a plan for any Tribal member placed in out-of-home care to ensure the child's connection with family and culture is preserved.
- v. If CA has placement authority for a Tribal member (i.e. the dependency action is in state court) placement shall always take into account the child's extended family and cultural affiliation shall be consistent with the best interests of the child, and the following Tribal preferences, in order of following priorities of TTC 4.05.520:
  - a. Relatives or family members or with a person who would qualify as having a significant familial relation with the child as defined within this chapter;
  - b. Private Tribal home, licensed or approved by beda?chelh;
  - c. Private other Native home, licensed or approved by beda?chelh on the Reservation;
  - d. Private non-Native home, licensed or approved by beda?chelh on the Reservation;
  - e. Private other Native home, licensed or approved by beda?chelh off the Reservation;
  - f. Private non-Native home, licensed or approved by beda?chelh off the Reservation; or
  - g. In an emergency placement, however, beda?chelh shall continue to attempt to locate a family member or Tribal home for the child consistent with subsections (4)(a) and (b) of this section.
  - h. A Tribal member shall be placed in as close proximity to the parent or guardian as possible to facilitate and encourage visitation and reunification unless such placement is not in the best interest of the child.
  - i. A Tribal member child shall be placed in the least restrictive placement available to meet the child's treatment needs; preference for placement shall be on or near the Tulalip Reservation so that the child can participate in all cultural events available and have access to family members.
- vi. At the Tulalip Tribes' request, CA shall staff cases involving children who meet the federal and state law definition of Indian child with the Tribes' Child Protection Team.

## **XII. INFORMATION SHARING AND CONFIDENTIALITY**

1. It is the policy of both the Tribes and CA to share with each other full information about an Indian 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 and the Tribes agree to follow all applicable tribal, state, and federal law governing confidentiality of children's records and information. Whenever CA enters the reservation and interviews or picks up a child, CA shall inform the beda?chelh Lead Case Manager or the beda?chelh manager in his or her absence of the situation and beda?chelh shall assist or provide information where appropriate to help minimize the trauma to the child.
2. Guidelines to assist social workers in sharing information with caregivers, providers, educators and others are attached to this agreement as Attachment C.
3. CA shall provide the Tribes with access to FamLink by a separate data share agreement, the Statewide Child Welfare Information System (sometimes referred to as SACWIS). Designated employees of the Tribes shall have web-based secured access to FamLink for the purpose of serving Indian children and families, and entering data related to foster care maintenance payments or services on behalf of Title IV-E eligible children, or on behalf of any child for whom the State is providing foster care maintenance payments. Each beda?chelh user of FamLink will be provided a unique user identification number and password. CA and beda?chelh recognize at times certain cases may be restricted to beda?chelh staff. CA shall immediately work with beda?chelh to identify why there is an issue and how to resolve that process, so information can be accessed.
4. The Tribes, in collaboration with CA, will ensure that staff who use FamLink are adequately trained on the use of the system, the requirements for confidentiality, and the scope of information sharing authorized by this Agreement.
5. The Tribes shall secure the data provided as required by Attachment D - Data Security Requirements. The Tribes shall take reasonable precautions to secure against unauthorized physical or electronic access to FamLink data.
6. The Tribes shall ensure that each employee with access to FamLink signs a copy of Attachment E - User Application and Acknowledgment Statement Access Form. The Tribes shall retain a signed copy of this form for each FamLink user. Each user will be required to annually review and accept the User Application and Acknowledgment Statement Form.
7. The Tribes shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements.
8. The Tribes, its employees and contracted staff may use confidential Information or data gained by reason of this Agreement only for the purposes of this Agreement and the User Agreement.

9. The Tribes shall not disclose nor transfer any information as described in this Agreement to any party in whole or in part, or to any individual or agency not specifically authorized by this agreement except as provided by law.
10. All confidential information the Department receives from the Tribes under this Agreement will be kept confidential by Department employees as required by State, Federal, and Tribal laws.
11. These confidentiality provisions shall not prohibit the Tribes from using child welfare information obtained from CA as necessary to commence or maintain a dependency action.
12. The Tribes assumes responsibility for the actions of its employees, volunteers, and others who have access to FamLink and to confidential information. The Tribes acknowledges that a violation of confidentiality or of this Agreement's terms regarding access to FamLink may, in the discretion of Department, result in the withdrawal of FamLink access to the individual or to the Tribes.

### **XIII. COLLABORATIVE ACTIONS**

- i. CA, through the Washington State Alliance for Child Welfare Excellence, will provide beda?chelh with the opportunity to take advantage of relevant trainings that are available to CA staff and will notify the Tribes of these relevant training opportunities on an annual basis or as available.
- ii. The Tribes will provide technical assistance and consultation on Native American cases, as requested by CA.
- iii. The Tribes will designate at least one candidate from the Tribes for representation on the Local Indian Child Welfare Advisory Committee.
- iv. CA shall work with beda?chelh to develop a process for families to obtain services and adoption support for guardianship and cultural adoption cases.
- v. The Tribes will provide an annual training to CA staff during Native American Heritage month regarding ethics, cultural awareness and Tulalip Tribal law.

### **XIV. FULL FAITH AND CREDIT**

The United States, every State, every territory or possession of the United States, and every Indian Tribe shall give full faith and credit to the public acts, records, and judicial proceedings of any Indian Tribe applicable to Indian Child custody proceedings to the same extent that such entities give full faith and credit to the public acts, records, and judicial proceedings of any other entity.

### **XV. INTERPRETATION OF THE AGREEMENT**

The parties agree to work cooperatively to comply with this Agreement. The parties realize that there may be instances in which one of the parties believes that the other party has violated the agreement or clarification is necessary to interpret provisions of the agreement. In such an

instance, it is agreed that the parties will attempt to resolve the matter at the lowest level possible within the following designated levels:

1. CA Supervisor and Tribal Liaison – beda?chelh Lead Case Manager
2. CA Area Administrator/CA Supervisor – beda?chelh ICW Manager
3. CA Deputy Regional Administrator – Tribal Behavioral Health Director
4. CA Regional Administrator or designee-- Tulalip Tribes Deputy General Manager or designee
5. CA Assistant Secretary – Tulalip Tribes General Manager or designee.

#### **XVI. CONFLICT RESOLUTION**

The Tribe 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 F.

Nothing in this MOA shall be construed to prevent the Tribes as a sovereign Nation from raising any disagreement or question with Officials of the State of Washington or United States.

#### **XVII. UPDATE, AMENDMENT AND TERMINATION OF AGREEMENT**

Attachment A is a list of names of individuals currently filling the positions designated throughout this Agreement. The list will be updated as soon as possible following any change in the named individuals. The updated list will be provided by the agency making the change and provided to the other party.

This Agreement will be reviewed every two years and will continue in effect until modified or terminated. This Agreement may be modified or amended at any time upon mutual agreement of the Tulalip Tribes and CA.

All or part of this Agreement may be terminated at any time upon mutual agreement of the parties or by either party upon thirty (30) days written notice to the other party. Notice on behalf of the Tribes shall be to:

General Manager  
Tulalip Tribes  
6406 Marine Drive  
Tulalip, WA 98271

Assistant Secretary  
Children's Administration  
PO Box 45042  
Olympia, WA 98504-5042

The notice will state the reasons for and the effective date of the termination.

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

IN WITNESS WHEREOF and by means of the signature below, the Tulalip Tribes and the Children's Administration hereby agree to follow the provision of this Memorandum, which shall be effective as of the date that all of the persons designated below have signed the Agreement.

TULALIP TRIBES

Melvin R Sheldon Jr  
Chairman, Tulalip Tribes

Date: 1/13/16

Misty Napolean  
General Manager of the Tulalip Tribes

Date: 01-13-16

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

[Signature]  
Secretary, Department of Social and Health Services

Date: 1/13/16

[Signature]  
Assistant Secretary, Children's Administration

Date: 1/13/16

**ATTACHMENT A** – Tribal and CA contact list to be updated annually

**ATTACHMENT B** – List of services available through CA (*Developed by CA and updated annually*).

**ATTACHMENT C** – Confidentiality and disclosure guide. This guide, which will be developed to focus on Tribal-CA sharing of child welfare information, will describe the legal requirements and limitations of state and federal law. It can be supplemented with a specific tribal law provision. The guide will be easy to use; discuss disclosure to certain classes of individuals (such as foster parents, social workers, relatives, parents); and discuss what steps are necessary to disclose certain types of information (medical records, drug/alcohol records, etc.).

**ATTACHMENT D** – Data Security Requirements (see Data Share Agreement #1662-51477)

**ATTACHMENT E** – FamLink User Application and Acknowledgment  
(<https://www.dshs.wa.gov/sites/default/files/FSA/forms/pdf/10-462.pdf>)

**ATTACHMENT F** – Administrative Policy 7.01 for State – Tribal Conflict Resolution  
(<https://www.dshs.wa.gov/sites/default/files/SESA/oip/documents/DSHS-AP-07-01.pdf>)

**ATTACHMENT G** – Tulalip Tribal Code Chapter 4.05, Juvenile and Family Code  
(<http://www.codepublishing.com/wa/Tulalip/>)

**ATTACHMENT H** – Region 2 Children’s Administration Organizational Chart (current as of December 22, 2015)

## ATTACHMENT A

### LOCAL CONTACTS

Current as of 11/1/15

#### **Children's Administration Staff**

Ida Keeley, Supervisor, (360) 651-6954

Email: [ida.keeley@dshs.wa.gov](mailto:ida.keeley@dshs.wa.gov)

Yen Lawlor, Deputy Regional Administrator, (425) 339-4782

Email: [yen.lawlor@dshs.wa.gov](mailto:yen.lawlor@dshs.wa.gov)

Natalie Green, Regional Administrator, (206) 639-6201

Email: [Natalie.green@dshs.wa.gov](mailto:Natalie.green@dshs.wa.gov)

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## ATTACHMENT B

### Children's Administration Services

#### Region 2

#### Placement Prevention, Reunification and Support Services

#### Early Family Support Services

#### Description of Services:

Early Family Support Services (EFSS) contractors provide direct services to families and link families to community resources to accomplish the following goals:

- Reduce risk of abuse or neglect of children in the home;
- Enhance parenting skills, family and person self-sufficiency, and family functioning;
- Reduce stress on the family;
- Reduce the likelihood of additional referrals to CPS; and
- Enhance the health status of families and linkages to health services.

Families are eligible for EFSS services if item numbers 1 through 3 (below) have occurred **or** if item number 4 has occurred:

1. Abuse or neglect allegations have been reported to CPS; AND
2. CPS has designated the case to be a (1) low or (2) moderately low risk case using the guidelines set forth in RCW 74.14D.020; AND
3. DCFS refers the case to the Contractors; OR
4. The Department has completed a CPS investigation of the family and risk has been reduced to (1) low or (2) moderately low. The family is referred to EFSS contractor using the agency protocol for transferring a case from CPA to EFSS.

**Early Intervention Program:**

**Description of Services:**

Early Intervention Program (EIP) contractors provide direct services to families and link families to community resources to accomplish the following goals:

- Reduce risk of abuse or neglect of children in the home;
- Enhance parenting skills, family and person self-sufficiency, and family functioning;
- Reduce stress on the family;
- Reduce the likelihood of additional referrals to CPS; and
- Enhance the health status of families and linkages to health services.

Families are eligible for EIP services if item numbers 1 through 3 (below) have occurred or if item number 4 has occurred:

1. Abuse or neglect allegations have been reported to CPS; AND
2. CPS has designated the case to be a (1) low or (2) moderately low risk case using the guidelines set forth in RCW 74.14D.020; AND
3. DCFS refers the case to the Contractors; OR
4. The Department has completed a CPS investigation of the family and risk has been reduced to (1) low or (2) moderately low. The family is referred to EIP contractor using the agency protocol for transferring a case from CPA to EIP.

Additionally, EIP Contractors can serve the following clients:

1. Pregnant or parenting substance abusing women with children currently living in the home;
2. Cases referred to DCFS that do not meet intake sufficiency screening but would benefit from public health intervention.

**Daycare:**

Child Daycare Services for Child Protective, Family Voluntary Services and Child and Family Welfare Services.

**Description of Services:** To provide daycare for children in their home or when placed with relatives or in foster care.

**Eligibility:** Child care must be part of the CA case plan and the child is either in their own home, placed with unlicensed relatives or placed in licensed foster care. The child care provider cannot be a relative when the child is in their own home or in foster care.

**Evidenced Based Practices for Placement Prevention and Reunification**

Evidence Base practice is a published practice back by multiple randomized studies by an outside party. These are services that are researched and deemed to be effective consistently when delivered as the practice is designed. This practice also ensures a level of clinical knowledge and skill by the provider. EBP also measures outcome and skill level.

**Homebuilders:**

Birth to 18 years.

In home. 4-6 week intensive intervention with an average of 80 hours

spent on each case. Approximately ½ of these hours must be spent face to face w/ family.

Expected outcomes:

- \*Appropriate connection to community resources
- \*Avoidance of new CPS referrals
- \*Reduction in length of stay in out of home placement
- \*Reduction in level of risk factors
- \*Elimination of or reduction in safety threats
- \*Increased parental protective capacity
- \*Improved family functioning.

Appropriate referrals:

Placement prevention removal is IMMEDIATE,

Reunification planned within 7 days

Placement stabilization with parent, foster parent, kinship placement or adoptive family

Homebuilders is an intensive service focused on child safety, crisis intervention, connection to community resources and teaching caregivers problem solving/life skills

\*Physical abuse

\*Neglect

\*Unsafe Child

\*Serious threat of substantial harm to the child's health, safety, or welfare

\* Severe family conflict

Inappropriate referrals:

NOT FOR

\*Prevention of Placement disruption at some unspecified time in the future. (It must be IMMEDIATE)

\*When a decision has been made to remove a child, but interim measures are needed until that home is found.

\*Child, family member, or provider safety would be threatened.

\*Family refusal of service AFTER it was thoroughly explained to them.

**Safe Care:**

Ages: Birth to 5 years

In home. 18-22 weekly visits

60-90 minutes each. Approximately 6 weeks for each of the 3 modules

Expected outcomes:

\*Increased home safety and child supervision

\*Improvement of parent-child relationship

\*Improvement in child health outcomes and parent's knowledge on health care

\*appropriate use of regular and emergency care

\*Increased parent problem-solving skills

Appropriate referrals:

Placement prevention

## Reunification

Parent has sufficient contact with children to practice new skills learned in weekly sessions

Placement stabilization with parent, foster parent, kinship placement or adoptive family

Poor home environment, parent child/infant interaction and basic parenting skills are the main areas of concern

\*Neglect cases

\* Lack of BASIC parenting skills

\*Home Safety concerns

\*Negative parent/child interaction

Inappropriate referrals:

NOT FOR

\* Participating caregiver has severe untreated mental illness (Schizophrenia, active psychosis, severe untreated Bipolar Disorder)

\* Active parent substance abuse without treatment – (on a case by case basis depending on the parent's ability to participate and commit to the service)

### **Incredible Years:**

Baby class Birth -8 mos.

Toddler class 9mo - 2yo

Preschool class 2 – 8yo

Classes:

Baby: 8-10 weeks

Toddler: 13 weeks

Preschool: 18 weeks

Client must complete 80% attendance for successful completion certificate

Expected outcomes:

- \*Building a healthy & lifelong positive attachment
- \*Safely child follows rules at home
- \*Child has less hitting and yelling at home & school
- \*Easier for child to make friends
- \*Child understand their own feelings
- \*Child has more problem-solving and coping skills
- \*Child gets ready for school and cooperates with their teacher
- \*Safe parenting skills

Appropriate referrals:

Placement prevention

Reunification

Parent has sufficient contact with children to practice new skills learned in weekly sessions

Placement stabilization with parent, foster parent, kinship placement or adoptive family

Parent-child relationship, managing child behaviors, and discipline are the main areas of concern

\*Physical, emotional abuse

\* Neglect

\* Need for non-violent parenting strategies and/or support managing difficult child behaviors.

Inappropriate referrals

NOT FOR

\* Possible disruption in services could occur

(i.e. cases nearing termination, parent is pending incarceration, or parent is awaiting a bed date for treatment)

\*Parents who have irregular work schedules or those who will have a hard time engaging or committing to the length of the service should not be referred.

\* Identified parent does not have frequent contact with their child.

\* Registered Sex Offenders

**Parent-Child Interaction Therapy (PCIT):**

2-7 yrs

Approximately 12-15 sessions, determination is based on parent's progress

Expected outcomes:

\*Decrease in child disruptive behaviors

\*Increased appropriate parenting skills

\*Increased appropriate discipline

\*Increased supportive family communication and improvement in relationships

\*Increased placement stability

\*Improvement in parent/child bond accomplished through positive interactions between parent/child

Appropriate referrals:

Placement prevention

Reunification

Parent is having daily contact with child. Reunification needs to happen within 30 days.

Placement stabilization with parent, foster parent, kinship placement or adoptive family

Parent-child relationship is the primary area of concern with children who are showing behavioral and emotional problems

\*Physical, emotional abuse

\* Neglect

\* Poor Parent-child relationship

\* Attachment problems

\*Child behavior problems including verbal and physical aggression

\* Child's anti-social behavior

Inappropriate referrals:

NOT FOR

\* Reunification with the participating parent is not the goal (PCIT does not evaluate parent for reunification)

\* Ongoing, serious DV in the family home

\* Parents with active substance abuse (case by case basis determination) or Developmental delays

\* Families requiring 24/7 availability of provider

\* Parent with severe untreated mental illness (Schizophrenia, active psychosis, severe untreated Bipolar Disorder)

\* Parent who sexually offended the child.

**Promoting First Relationships (PFR):**

Birth to 3

In home. 10-14 weekly sessions, 60 minutes each.

Expected outcomes:

\* Improvement of forming secure attachments between the child and caregiver

\* Understanding the social and emotional development of their child

\* Meeting the social and emotional needs of their child to support healthy development

\* Improvement in Coping behaviors that are safe and supportive – to use during challenging parenting times

Appropriate referrals:

Placement prevention

Reunification

Parent has sufficient contact with children to practice new skills learned in weekly sessions

Placement stabilization with parent, foster parent, kinship placement or adoptive family

Parent-child relationship is the primary area of concern

\* Concerns about the quality of Parent-child relationship



- \*Child is being reunified after being out of the parent's care for a period of time
- \*Parent needs information about infant and toddler social and emotional development
- \*Parent needs help developing and expressing empathy towards their child
- \* Attachment problems
- \* family conflict

Inappropriate referrals:

NOT FOR

- \* Families requiring 24/7 availability of provider
- \* Parent with severe untreated mental illness (ie. Schizophrenia, active psychosis, severe untreated Bipolar Disorder)
- \* Active parent substance abuse without treatment – (on a case by case basis depending on the parent's ability to participate and commit to the service)

**Triple P- Positive Parenting Program:**

Age of child: 2-16 years

In home service, 10-14 weekly sessions, 50-90 minutes each

Expected outcomes:

- \* Increased safety
- \*Improvement in parent's ability and confidence to deal with child behavior in a variety of situations
- \*Reduce coercive and punitive methods of discipline
- \*Improved parent/child relationship (praise and physical affection)
- \*Improved parent/partner communication
- \*Decreased parent stress associated w/ parenting
- \*Improved family functioning
- \*Decrease in child behavioral, emotional and developmental problems

Appropriate referrals:

Placement prevention

Reunification

Parent has sufficient contact with children to practice new skills learned in weekly sessions.

Placement stabilization with parent, foster parent, kinship placement or adoptive family

Child behavior issues are the primary concern

Inappropriate referrals:

NOT FOR

\*Participating caregiver who has severe untreated mental illness (schizophrenia, active psychosis, untreated Bipolar Disorder)

\* Active parent substance abuse without treatment – (on a case by case basis depending on the parent's ability to participate and commit to the service)

### **Family Reconciliation Services (FRS)**

#### **Description of Services:**

The goal of Family Reconciliation Services (FRS) is to preserve, strengthen, and reconcile families in conflict. The range of services provided is designed to help families find solutions to their conflicts by developing skills and supports to maintain the family unit. Service delivery begins with the least intensive, least intrusive intervention appropriate in the individual case circumstance. Services are voluntary, family-focused, and rely on the family's participation. FRS is available at no cost to the family.

FRS is comprised of two service categories:

**Assessment & Brief Intervention:** Which are short-term interactions between Children's Administration (CA) staff and the family requesting FRS. The services are directed towards deescalating the immediate crisis, defining the goals of the family seeking services, and exploring options to meet those goals. When possible, the family's kinship and community support systems should be utilized.

**Contracted Counseling:** When it is determined the family would benefit from services from CA beyond assessment and brief intervention, the social worker

may offer the family contracted services based on unique needs of the family. Contracted counseling for FRS primarily consists of **Crisis Family Intervention** and **Functional Family Therapy**.

**Eligibility:** CA intake staff must accept referrals for FRS Services:

From a youth age 12-17, caregivers (to include biological, custodial and noncustodial parents, guardians, and informal relative placements), law enforcement, CA staff, HOPE centers, crisis residential centers or a Tribal social worker when at least one of the following two occurs:

- At least one person in the family is voluntarily requesting services and he or she is requesting:
  - A family assessment for a Child in Need of Services (CHINS) or At Risk Youth (ARY) petition
  - Assistance for a family experiencing immediate family crisis due to conflict, or
  - Assistance for a family with a youth who is exhibiting high risk behaviors
- A child is identified as a sexually exploited youth as defined in the Children's Administration, Practice and Procedure Manual, Appendix A.

How to Access: Caregivers/youth to contact 1-800-609-8764.

### **Foster Care**

#### **Crisis Family Intervention Services (CFI):**

##### **Description of Services:**

Crisis Family Intervention (CFI) is a brief in-home crisis intervention service available to adolescents and their families who are experiencing brief conflict. CFI is not solely for Family Reconciliation cases, but is also an option for families involved in CPS, FVS or CFWS.

Services are limited to 12 hours over 45 days. The referring social worker maintains all case management responsibilities through the conclusion of service.

**Eligibility:** CFI is available for youth and families who have an open FRS, CPS, FVS or CFWS case if they meet the following criteria:

- The youth is 12 to 17 years of age.
- The reason for referral is brief family conflict and not ongoing chronic issues.
- The youth is exhibiting high-risk behaviors such as drug use, missing from care, or running away from the family home.

Foster parents and relative caregivers who are experiencing conflict with a youth in their care may access CFI by contacting the youth's social worker and requesting the service.

CFI is **NOT** appropriate for:

- Families who require monitoring to maintain child safety.

**Goals of CFI --** This service is designed to strengthen, preserve, and restore family functioning by meeting the following goals:

- Working with families to resolve the immediate crisis within 45 days.
- Identifying community resources to support family functioning after the conclusion of CFI.
- Developing protective supports for the youth.

**Access to service:--** CA social worker needs to make a request for this service through their supervisor CFI gatekeeper.

### **Functional Family Therapy (FFT)**

The intent of the service is to provide in home counseling to parents to improve parenting and supervision. The service is also appropriate for high conflict Families, youth with history of delinquency.

### **What is FFT?**

- FFT is a family-based intervention for acting out youth
- Effective with youth and their families in various multi-ethnic, multicultural contexts.
- It is provided in home or a clinical setting
- Services averages 12 family sessions lasting about 3 - 4 months

### **What are the referral criteria?**

- Youth in the family are between 11-17 years of age
- Common family problems include:
  - Family conflict and/or violence
  - Youth behavior problems or delinquency
  - Verbal or physical aggression between family members
  - Need for improved communication skills
  - Inadequate connection to community supports and services
- FFT can be used to decrease youth behavior problems that could result in foster care placement or incarceration.
- FFT can also be used as part of a reunification plan, as long as the parent(s) and youth have daily contact or are already living together.

### **What outcomes can be expected from FFT?**

- Increased appropriate parental disciplining
- Increased supportive family communication and relationship
- Increased placement stability
- Decreased youth disruptive behaviors
- Increased positive peer relationships
- Reduction in substance use

### **Out of Home Placement Services**

#### **Relative Care-**

Relatives play an essential role in helping to meet the needs of children who are unable to live with their parents. When a child is placed with a person recognized as a relative by the court or Tribes, they can access financial and medical assistance through their local DSHS, Community Service Office. Relatives also have the option to become licensed foster parents.

#### **Foster Care**

Foster Care is temporary out-of-home care in a family home that is licensed to provide this service. Foster parents are part of the professional team working to complete the permanency plan for the child and his/her family. Foster parents provide the day-to-day care for children and receive monthly reimbursement payments to help cover the cost of caring for the child. The child and the foster parent are supervised by the assigned social worker as long as the child is in placement.

### **Behavioral Rehabilitation Services**

**Purpose:** Behavior Rehabilitation Services (BRS) is a temporary intensive wraparound support and treatment program for children between the ages of six and seventeen who present with complex and high level service needs. Through the implementation of a structured and individualistic care and support plan, the primary objective is the stabilization of behavioral concerns which interfere with the child's ability to progress and maintain stability and continuity in multiple life domains. Simultaneously, BRS is to assist in the identification and achievement of the permanency planning goal. Services within BRS include the provision of intensive in home supports or through out of home placement in facility based or therapeutic foster care and are provided by contracted agencies.

**Eligibility Criteria:** Through case consultation/staffing and the submission of specific supporting documentation to the Regional BRS Program Consultant, eligibility is assessed. Regular reviews of progress determine continued justification of BRS service. Children/youth must present with a severe emotional behavioral disorder and a demonstrated inability to be successful in a less supported living situation. They have often experienced multiple failed placements and have challenges in multiple life domains. Alternatively, eligibility may be based on significant developmental delays or a medically fragile determination.

**Access to Services:** DCFS Social Worker to contact BRS Program Manager.

## **Additional Services for Adolescents and their Families:**

### **Crisis Residential Centers:**

A Crisis Residential Center (CRC) is a temporary residential placement, assessment and services for youth who are runaways, missing from care, in conflict with their families, or who are in need of emergency placement. Services are intended to:

- Support the stabilization of a youth's behaviors.
- Minimize the time a youth spends in this crisis placement to ensure a quick return to a more permanent placement.
- Identify a youth's needs for further comprehensive assessment or services.
- Support engagement of youth and families in plans to maintain the youth's stabilization through meetings with kin, community members, and child welfare workers.
- Support reunification with the family or transition to another safe placement.

Services shall be available 24 hours per day, 7 days per week. Placement may only be made by CA staff, though law enforcement can request a bed through CA Intake. Priority is for FRS youth, although Dependent teens may also be placed in a CRC bed if space is available. Youth may stay in any type of CRC placement for no longer than 15 consecutive days, including Saturdays and Sundays and holidays.

Contractor must notify CA of the youth's presence within 24 hours, and conduct an assessment of the youth's strengths and needs within 72 hours to create a written transition plan which will address the youth's high risk behaviors, referrals to community resources, school participation,

family counseling efforts aimed at reconciliation, and identification of alternative safe long term placement (if needed). If requested the contractor will participate in the Department's FTDM or host a multi-disciplinary meeting themselves to create the plan.

### **Secure Crisis Residential Centers (located in King County):**

**Eligibility** -- Youth must be between the age of 12-17, and in need of short-term, emergency placement as a result of:

- Being listed by the police as a run-away.
- Found in a dangerous situation. (This is determined based on the youth's age, developmental level, location, and time of day.)
- Found in the community in violation of a curfew ordinance.

**Referrals** -- Only law enforcement may place youth in a Secure CRC. Length of stay is strictly limited to 15 calendar days, and the intent is the youth will be moved much sooner. (RCW 13.32A.130 requires dependent youth stay a minimum of 24 hours.) Teens may be transferred to a regular CRC bed with fewer restrictions if the staff decides they are not at high risk of running away. However, the total stay still cannot exceed 15 days.

**Provider Activities:**

SCRC staff must notify the child's parent and CA within 24 hours of the youth's arrival. Parents must be told how to access Family Reconciliation Services, and that the Contractor's staff can answer their questions about ARY, CHINS, client rights, and the option of having a multi-disciplinary meeting to discuss their family's situation.

**Responsible Living Skills Program:**

**Description of Services:**

The Responsible Living Skills Program (RLSP) provides a supervised residential program that encourages positive youth development and teaches youth independent living skills. The program structure, philosophy, service planning and delivery shall emphasize the following:

- a. Youth achieves competency in independent living skills.
- b. Youth participation in personal decision making.
- c. Youth participation in program planning, implementation and evaluation.
- d. Youths' contribution of time, talent and skills to the community.

**Eligibility**

Adolescents are eligible for RLSP placements if they meet the following criteria:

- 1. Teen must meet the definition of a "street youth" in that they are under 18 years of age, and are living outdoors or in another unsafe location not intended for occupancy by the minor; and one who is not residing with his or her parent, or at his or her legally authorized residence.
- 2. **YOUTH MUST HAVE RESIDED IN A HOPE CENTER OR IN A SECURE CRISIS RESIDENTIAL CENTER PRIOR TO ADMITTANCE INTO A RLSP. – NOTE: THIS REQUIREMENT MAY BE WAIVED BY SOCIAL WORKER IF HE/SHE FEELS THAT GIVEN THE MINOR'S CURRENT CIRCUMSTANCES RLSP IS THE MOST APPROPRIATE PLACEMENT FOR THE YOUTH.**
- 3. Youth must already be dependent under Chapter 13.34 RCW.
- 4. Youth's primary and alternate permanency planning goals are not to return home.



Priority for entrance into the RLSP program shall be as follows:

1. First priority for RLSP beds shall be for youth age 16 to 17 years old whose primary permanency planning goals are not to return home, and for whom placement in an RLSP will enable the youth to make a transition from a street living situation to an independent living situation.
2. Second priority shall be for youth age 14 to 15 years old who are not succeeding in family based foster care, and for whom placement in an RLSP would enable the youth to make a transition from a street living situation to a more stable supervised living environment.

### **HOPE Centers:**

**Description of Services** -- The purpose of these services is to provide temporary residential placement, assessment, and permanency planning services 24 hours a day, 7 days a week, for youth who are currently not living in a safe and approved residence; and who are vulnerable to becoming involved in high risk behaviors associated with street life: homelessness, criminal activity, prostitution, substance abuse, etc. It is understood that these "street youth" have unique service needs and often little is known about them upon entry to services. HOPE beds represent a key strategy for engaging youth missing from care to return to safe permanent placements.

**Length of stay is limited to 30 days** -- If there is not a long term placement available by that date, a 30 day extension can be approved by the Regional Administrator or their designee. This must be done in writing to the contractor, and a second written extension will be needed if the placement must go beyond 60 days. Youth returning home at the direction of the youth's parents may remain in the HOPE Center no longer than the time it takes to make those arrangements.

### **Independent Living/Transitional Living Services**

**Description Services** -- The contractor shall provide services, as required, to help clients prepare to live independently by increasing their skills, knowledge and competency in the following areas:

- Achievement in the following areas shall be considered as performance goals:
- Educational Stability and Achievement
- Post-secondary education preparation
- Income Maintenance
- Employment/Vocational Readiness and Placement
- Housing
- Daily Living Skills
- Interpersonal Skills
- Youth Self Advocacy

- Bridging of healthy connections to biological and extended family
- ILS funds, up to \$500, may be available to provide support for the youth to meet their IL goals.

**Eligibility for the Independent Living Program (including Transitional Living services)**

- Youth must be 15 years old or older (through their 21st birthday), is/was in foster care in an open dependency action through DSHS or a tribal child welfare agency for at least 30 days after their 15th birthday.
- Once initial eligibility is determined the youth will continue to be eligible until age 21 regardless of any permanent plan achieved (return home, guardianship, adoption)

**Note:** Transitional \$ may be available to assist eligible youth to obtain housing from ages up to 21 years of age.

**Sexually Aggressive Youth Services**

The Division of Children and Family Services (DCFS) receives annual funding to contract the services of therapists that specialize in this area of evaluation and treatment.

As defined by the Revised Code of Washington (RCW) 74.13.075, sexually aggressive youth are described as having the following characteristics and circumstances:

- Have been abused and have committed a sexually aggressive act or other violent act that is sexual in nature; and
- Are in the care and custody of the state or a federally recognized tribe located within the state; or
- Are the subject of a proceeding under chapter 13.34 RCW or a child welfare proceeding held before a trial court located within the state; or
- Cannot be detained under the juvenile justice system due to being under age twelve and incompetent to stand trial for acts that could be prosecuted as sex offenses as defined by RCW 9.94A.030 if the juvenile was over twelve years of age, or competent to stand trial if under twelve years of age.

## **Education and Training Voucher (ETV) Program**

### **Service/\$\$**

- Provides financial assistance based on need **up to \$5000** annually toward the cost of attendance for college after high school
- Individualized awards are unique to each student

### **Eligibility**

The ETV program provides financial assistance for current and former foster youth for post-secondary education. You may be eligible if you are enrolled in or accepted for a post-secondary degree or certificate program and any one of the following applies:

- You are 16 years old or older, are currently involved in dependency action in a Washington state or tribal court, are in the custody of the Department of Social and Health Services or a tribal child welfare agency, and are in foster care.\*
- You are age 18 to 20 and exited state or tribal foster care because you reached the age of majority at age 18. Youth who exited foster care in a state other than Washington may be eligible for the Washington ETV program.
- You are age 16 to 20 and left Washington state or tribal foster care at age 16 or older for an adoptive or relative guardianship placement.
- You are age 21 to 23 and received ETV funds before your 21st birthday.

Once you are qualified to receive ETV, you can receive funds each year as long as you are enrolled in school at least half time, are maintaining a 2.0 grade point average, and are under 23 years old.

\*"Foster care" means 24-hour per day temporary substitute care for a child placed away from the child's parents and for whom the Department of Social and Health Services, a licensed or certified child placing agency, or a tribe has placement and care responsibility. This includes but is not limited to placements in foster family homes, foster homes of relatives, licensed group homes, emergency shelters, staffed residential facilities, and pre-adoptive homes, regardless of whether the Department licenses the home or facility and/or makes payments for care of the child.

## **ATTACHMENT C**

### **Confidentiality and Disclosure Guidelines**

CA staff, in working with the Tulalip Tribe will follow Public Disclosure process A through G (located on the CA intranet) and additional instructions outlined in the following documents:

- Quick Reference Guide to Commonly used RCWs and CA records  
(<http://ca.dshs.wa.gov/intranet/pdf/technology/disclosRCW.pdf>)
- Disclosure of CA Records: An Overview of the Legal Requirements  
(<http://ca.dshs.wa.gov/intranet/pdf/technology/disclosurehandbook.pdf>)
- ICWA/ICW Policies and Procedures specific to Disclosure
- Case Services Policy 2150 Records and Review
- Case Services Policy 4120 Confidentiality
- Case Services Policy 4140 Information Sharing

**Region 2  
Children's Administration  
Organizational Chart**

