

**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 Children, Youth & Families (DCYF), 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. DCYF 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child welfare agreement between the Tribes and DCYF (formerly with the Department of Children's Administration) will be superseded.

The Tribes and DCYF 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 and where not possible to prioritize placement with relatives or Tulalip Tribal members and to maintain familial and cultural connection between the child and their family and the Tulalip Tribes. The Tribes and DCYF acknowledge that a court of the State of Washington or Tulalip Tribal Court may have jurisdiction over a child welfare proceeding. The Tribes and DCYF further acknowledge that DCYF is required to apply Washington law in its CPS investigations. Both the Tribes and DCYF acknowledge the subject of the investigation has the right to challenge a finding of abuse or neglect under state law. The Tribes may be present at the appeal. The Tribes as an entity may not challenge the finding. Each acknowledges that the law of the jurisdiction in which a child custody proceeding is initiated and maintained controls.

II. PURPOSE

The overarching purpose of this Agreement is the safety and well-being of Tulalip Tribal children. DCYF 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 DCYF. This Agreement is intended to define and clarify the respective roles and responsibilities of the Tribes and DCYF, to enhance coordination and cooperation between the Tribes and DCYF 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 DCYF 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 DCYF 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. DCYF 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 DCYF shall provide services to an Indian child under the jurisdiction of a State or Tribal Court, regardless of the court exercising jurisdiction. Furthermore, DCYF and/or the Tribes shall 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. Whenever possible, with respect to the Tulalip child 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 DCYF files a state court proceeding. DCYF will follow state timeframes if the child needs to be removed and the Tribes is not ready to file in their court.

The Tribes has the right, pursuant to the federal and state ICWA's, to intervene at any point in any state court proceeding involving an Indian child, including a state court child custody proceeding involving an Indian child. DCYF shall timely notify the Tribes of the filing of any such proceeding. 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. DCYF 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 DCYF 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. "Active Efforts" mean the social worker actively and timely connects the parent(s) or guardian(s) with appropriate remedial or rehabilitative services to maintain or reunite a child with the child's family. Active efforts are tailored to the facts and circumstances of the family, but they go beyond simply providing referrals to services and should include proactively engaging parents and assisting with access to services and keeping the child connected to the child's family, culture, and the Tulalip Tribes.
2. "Administrative hearing" means an adjudicative proceeding defined in WAC 110-03-0020. Parties may appeal decisions made by administrative law judges and board of appeals judges to state superior court.
3. "beda?chelh" means 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.
4. "beda?chelh CPS social worker" means the Tribal ICW program/worker agency, organization, or person designated by beda?chelh to provide child welfare services on behalf of the Tribes.
5. "Central Intake" means the state's sole 24/7 Intake call center designated to receive, and process reports of child abuse and neglect and service requests. Each report is reviewed, documented, assessed and screened for risk level, response time and service need and then assigned to the correct geographic office for follow up as appropriate. Central Intake primarily covers Region 4 during M-F from 8am-5pm. Central Intake additionally serves the entire state at all other times.
6. "Child custody proceeding" means the definition contained in RCW 13.38.040(3). It is not inclusive of family law cases.
7. "Children's Services" means all DCYF services including Child Protective Services (CPS), Child Welfare Services (CWS), Family Reconciliation Services (FRS), Foster/Kinship care, Adoption, Family Assessment Response (FAR), Family Voluntary Services (FVS), etc.
8. "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.

9. "DCYF" means Washington-Department of Children, Youth and Families.
10. "FamLink" means DCYF's Comprehensive Child Welfare Information System (CCWIS).
11. "Family Member" or "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 is the Indian child's parent, stepparent, grandparent, great-grandparent, aunt or uncle, great-aunt or great-uncle, brother or sister, brother-in-law or sister-in-law, niece or nephew, or first, second, or third cousin.
12. "FAR" means Family Assessment Response which is an alternative response to a screened-in CPS intake about abuse or neglect that involve lower risk allegations.
13. "FRS" means Family Reconciliation Services which is a voluntary program that serves families with adolescents who are struggling with services meant to stabilize the family's situation with the goal of providing families with alternative dispute-resolution skills.
14. "FVS" means Family Voluntary Services which is a voluntary program that assists parents and guardians with improving protective capacities to meet the needs of their children.
15. "Qualified Expert Witness" "QEW" means individuals who testify regarding whether the child's continued custody by the parent or Indian custodian is likely to result in serious emotional or physical damage to the child. These individuals must be qualified to testify as to the prevailing social and cultural standards of the Indian child's Tribe.
16. "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 eligibility and membership.
17. "Tulalip Tribal Code" means the laws that govern the Tulalip Tribes and specifically refers to the Tulalip Tribal Code Chapter 4.05, Juvenile and Family Code, which is accessible at <https://www.codepublishing.com/WA/Tulalip/#!/Tulalip04/Tulalip0405.html#4.05>
18. "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.
19. "Regional Intake" means DCYF Regions 1,2,3,5 & 6 each have an Intake office dedicated to receiving and processing reports of child abuse and neglect and service requests from their respective communities. Each report is reviewed, documented, assessed and screened for risk level, response time and service need and then assigned to the correct geographic office for follow up as appropriate. The regional Intake offices operate M-F from 8am-5pm, excluding holidays.

20. "Screened in CPS referral" means a CPS referral accepted by DCYF for investigation or Family Assessment Response.
21. "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 3 staff is the DCYF 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 Social Worker. The Lead Social Worker is also responsible for coordinating the afterhours on call cell phone schedule with staff. The on call social worker 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, and anytime Saturday, Sunday, and on Holidays. The designated social worker 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 DCYF is the tribal payment only social worker. If there is already an active case with the DCYF, the assigned social worker is the contact person for that case.

beda?chelh and DCYF will each designate a staff person to act as liaisons to facilitate this Agreement. beda?chelh and DCYF 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.

DCYF will advise beda?chelh of professional training opportunities and other relevant programs and services as they arise and will furnish beda?chelh with literature and information regarding those trainings, programs, and services available through DCYF, including any scholarships available through the DCYF.

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

VIII. CHILD PROTECTIVE SERVICES

The Tribes and DCYF recognize the importance of working together to protect children from abuse, neglect, and abandonment. To that end, the Tribes and DCYF 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 DCYF and beda?chelh will be established as necessary.

Upon initial receipt by DCYF 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, DCYF will contact beda?chelh for assistance in determining the child's membership status and residence.

DCYF 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. DCYF will provide a copy of the written intake within 24 hours after receipt of a referral/intake. If an emergent referral/intake is received, DCYF 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 DCYF. The local DCYF office shall contact the beda?chelh Lead Social Worker to notify beda?chelh of the assigned DCYF worker and coordinate beda?chelh's involvement.

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 by DCYF.
2. The Tribes and DCYF each agree 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 DCYF determines the child is in danger in the home of the parent or other caregiver, DCYF 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. DCYF has a two-path response to allegations of child abuse and neglect. Allegations that are screened-in for a response will be assigned by DCYF 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 DCYF 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 DCYF whether they are taking jurisdiction of the investigation. Notification shall be by email and phone.

2. DCYF's CPS Intake will notify the Tribes within 24 hours if a child abuse or neglect referral has been received by DCYF, alleging the abuse or neglect occurred on the Tulalip Reservation and involves a child who is involved in an open case in the Tulalip Tribal Court and DCYF shall send the referral to beda?chelh.
3. The Tribes may take jurisdiction over all referrals involving abuse or neglect on the Tulalip Reservation and DCYF will only conduct investigations at the request of the Tribes.
4. DCYF's CPS Intake will notify the Tribes within 24 hours if a child abuse or neglect referral has been received by DCYF, alleging the abuse or neglect of a child who resides off the Tulalip Reservation who is involved in an open case in the Tulalip Tribal Court and DCYF shall send the referral to beda?chelh. DCYF will invite the Tribes to participate in the investigation and will coordinate with the Tribes during the investigation.
5. At the conclusion of the Tribes' investigation, the Tribes will notify DCYF regarding founded allegations, providing names, allegations and outcomes so that the information may be included in the state's management system.
6. The Tribes has an alternative response, similar to FAR; however, if voluntary services are needed by a family during a Tribal CPS investigation, DCYF 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 DCYF. Eligibility for these services must be consistent with the eligibility criteria used for children served by DCYF. This includes services for at-risk youth.
 - 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, will be provided upon request to the Region 3 ICW Consultant.
 - c. When the Tribes requests CPS services for children and youth being served by Tribal CPS, DCYF will:
 - i. Assign the case to the 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 social worker to determine what services and supports would best meet the needs of the child and family.
 - d. Information needed by DCYF to determine eligibility will be provided by the Tribal social worker prior to service approval and will be supplemented by the Tribal social worker 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 social worker 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 DCYF on service issues.
- g. The DCYF 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, DCYF shall be the primary investigator, and the following procedure shall apply:

1. For emergent referrals, the Tribes and DCYF will contact each other immediately to coordinate the investigation and see the child within 24-hours. For 72-hour referrals, the Tribes and DCYF will contact each other as soon as possible and see the child within 72 hours or less.
2. The Tribes and DCYF will collaborate on the response and concurrently serve the child and family during the response. The investigation shall not be hindered by DCYF or the Tribes' unavailability.
3. DCYF 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). DCYF is required to follow state law and its own policies in responding to child abuse or neglect allegations.
4. DCYF's CPS investigator will coordinate with beda?chelh during the investigation. DCYF policy and timeframes will need to be followed.
5. During a DCYF investigation, a beda?chelh social worker 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. DCYF will consult with the Tribes in making the determination whether the allegation is founded or unfounded. Ultimate responsibility for making the decision is DCYF's, but efforts will be made to reach a joint determination consistent with the law.
7. CPS investigations should be completed within DCYF's required timeframes and the lead beda?chelh social worker will be given a copy, prior to final approval by DCYF to allow for consultation and collaboration or to provide input regarding any abuse or neglect findings. The

Tribes will be given the final investigative assessment ~~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. 110-30, the subject of the investigation has a right to challenge that finding through an administrative hearing under state law. The State shall notify the Tribes that the investigation is concluded.

CPS FAR Pathway

The Tribes and DCYF will contact each other immediately to coordinate the investigation. For 72-hour referrals, DCYF will contact the Tribe as soon as possible and see the child within 72 hours or less. The Tribes and DCYF will collaborate on the response and concurrently serve the child and family during the response. The investigation shall not be hindered by DCYF or the Tribes' unavailability.

1. DCYF'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 DCYF worker will contact the identified bedahel 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. DCYF 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.

CPS FRS/FVS Pathway

The Tribes and DCYF will contact each other immediately to coordinate connecting with the family and the services offered. For 72-hour referrals, the Tribes and DCYF will contact each other as soon as possible and see the child within 72 hours or less. The Tribes and DCYF will collaborate on the response and concurrently serve the child and family during the response. Communication with and services offered to the family shall not be hindered by DCYF or the Tribes' unavailability.

1. DCYF's FRS/FVS 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 DCYF worker will contact the identified bedonkohe 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. DCYF 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 FRS/FVS assessment and services are concluded. The Tribes acknowledges that FRS/FVS is designed to provide short-term services to the family for usually between three to six months.

IX. OTHER CHILDREN'S SERVICES

The Tribes and DCYF recognize the importance of working together to protect children and strengthen families through Family Reconciliation Services and Family Voluntary Services. To that end, the Tribes and DCYF agree to collaborate to identify community supports and services for the family to concurrently serve the family. More detailed working procedures for contact between DCYF and bedonkohe will be established as necessary.

X. FOSTER CARE PAYMENTS

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

DCYF 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.

XI. 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 Tribes' reservation.
2. Children served by the Tribe are eligible for services funded and contracted by DCYF. Eligibility for these services must be consistent with the eligibility criteria used for children served by DCYF.
3. A description of the services currently available to families and children, including a limited description of the eligibility criteria for those services will be provided upon request to the Region 3 ICW Consultant.

4. When the Tribes requests child welfare services for children and youth being served by the Tribes, DCYF will:
 - a. Assign the case to the 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 DCYF social worker will not be responsible for case management, but instead will assist the Tribal social worker 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 social worker 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 DCYF procedures. The DCYF social worker will help make the Tribes aware of appropriate services available through DCYF, as well as how to access those services.
5. Information regarding eligibility will be provided by the bedachelh social worker and supplemented when requested. The Tribal social worker has responsibility for recommending and overseeing the administration of services.
6. DCYF 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 DCYF 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 social worker 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 DCYF on service issues.
9. The DCYF and Tribal contacts are listed in Attachment A.

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

1. If a Tulalip Tribal member is the subject of a dependency action filed by DCYF in a court of the State of Washington, DCYF, 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.
2. If a dependency action is initiated in state court and is not transferred to the Tribal Court, then the Tribes will:
 - a. Designate a social worker to assist DCYF in locating an appropriate placement. The Tribes' social worker and DCYF social workers shall collaborate in developing an appropriate case plan.
 - b. Unless otherwise specified, the Lead social worker or the beda?chelh Manager shall identify a "qualified expert witness" to appear on behalf of the Tribes' children.
 - c. Unless otherwise stated, request that the court use its discretion under RCW 13.38.110 and find it in the best interests of the Indian child to appoint counsel for the duration of the state dependency case.
3. The Tribes and DCYF will work together to develop a plan for any Tribal members who are placed in out-of-home care to assist the child in developing or maintaining an understanding of the Tribes' customs, traditions, and history.
4. The Tulalip Tribes and DCYF 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.
5. If DCYF 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, and shall be consistent with the best interests of the child, and the following Tribal preferences, in order of the following priorities:
 - a. Relatives;
 - b. A person who would qualify as having a significant familial relationship with the child as defined under the Tulalip Tribes' Juvenile and Family Code 4.05;
 - c. Private Tribal home, licensed or approved by beda?chelh;
 - d. Private other Native home, licensed or approved by beda?chelh on the Reservation;
 - e. Private non-Native home, licensed or approved by beda?chelh on the Reservation;

- f. Private other Native home, licensed or approved by beda?chelh off the Reservation;
or
 - g. Private non-Native home, licensed or approved by beda?chelh off the Reservation.
 - h. 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 (5)(a) and (b) of this section.
 - i. 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.
 - j. A Tribal member child shall be placed in the least restrictive placement available to meet the child's treatment needs.
 - k. 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.
6. At the Tulalip Tribes' request, DCYF shall staff cases involving children who meet the federal and state law definition of Indian child with the Tribes' Child Protection Team.

XIII. INFORMATION SHARING AND CONFIDENTIALITY

1. It is the policy of both the Tribes and DCYF 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. DCYF and the Tribes agree to follow all applicable laws governing confidentiality of children's records and information. Whenever DCYF enters the reservation and interviews or picks up a child, DCYF shall inform the beda?chelh Lead Social Worker 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. DCYF 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. A designated employee of the Tulalip Children's Advocacy Center (CAC) shall have web-based secured access to FamLink for the purpose of serving Indian children and families and to coordinate the multi-agency investigation and intervention for child abuse cases. Each CAC and beda?chelh user of FamLink will be provided a unique user identification number and password. DCYF and beda?chelh recognize at times certain cases may be restricted to beda?chelh and CAC staff. DCYF shall immediately work with the Tribes to identify why there is an issue and how to resolve that process, so information can be accessed.

3. The Tribes, in collaboration with DCYF, 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.
4. The Tribes shall secure the data provided as required under the Data Security Requirements, which are available upon request to DCYF's Office of Tribal Relationships. The Tribes shall take reasonable precautions to secure against unauthorized physical or electronic access to FamLink data.
5. The Tribes shall ensure that each employee with access to FamLink signs a copy of the User Application (available at this link <https://www.dcyf.wa.gov/node/1752>) and the Acknowledgment Statement Access Form (available at this link <https://www.dcyf.wa.gov/node/1753>). 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.
6. The Tribes shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements.
7. 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.
8. 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.
9. 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.
10. These confidentiality provisions shall not prohibit the Tribes from using child welfare information obtained from DCYF as necessary to commence or maintain a dependency action.
11. 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.

XIV. COLLABORATIVE ACTIONS

1. DCYF, through the Washington State Alliance for Child Welfare Excellence, will provide beds?chelh with the opportunity to take advantage of relevant trainings that are available to

DCYF staff and will notify the Tribes of these relevant training opportunities on an annual basis or as available.

2. The Tribes will provide technical assistance and consultation on Native American cases, as requested by DCYF.
3. The DCYF Background Check Program can provide the Tribes with instructions for requesting out-of-state CPS records. The Tribes may contact the program at dcyf.bcu@dcyf.wa.gov to request these instructions based on the states needed.
4. The Tribes will designate at least one candidate from the Tribes for representation on the Local Indian Child Welfare Advisory Committee.
5. DCYF shall work with beda?chelh to develop a process for families to obtain services and adoption support for guardianship, TPR adoption, and customary adoption cases.
6. The Tribes may provide an annual training to DCYF staff regarding ethics, cultural awareness, and Tulalip Tribal law.

XV. 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.

XVI. 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. DCYF Supervisor and Tribal Liaison – beda?chelh Lead Social Worker
2. DCYF Area Administrator/CA Supervisor – beda?chelh Manager
3. DCYF Deputy Regional Administrator –Executive Director of Family Advocacy
4. DCYF Regional Administrator or designee – Tulalip Tribes Chief Administrative Officer (CAO) or designee
5. DCYF Assistant Secretary – Tulalip Tribes Chief Executive Officer (CEO) or designee.

XVII. CONFLICT RESOLUTION

The Tribe and DCYF 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. The applicable process is set forth in DCYF's 10.03 Policy, available at this link <https://www.dcyf.wa.gov/sites/default/files/pdf/tribal/TribalConsultationpolicy.pdf>

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.

XVIII. 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 DCYF.

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:

Chief Executive Officer
Tulalip Tribes
6406 Marine Drive
Tulalip, WA 98271

Assistant Secretary of Child Welfare
Dept. of Children, Youth & Families
1500 Jefferson Street SE
Olympia, WA 98501

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.

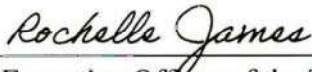
IN WITNESS WHEREOF and by means of the signature below, the Tulalip Tribes and the Department of Children, Youth and Families hereby agree to follow the provision of this Memorandum, which shall be effective as of the date that all of the persons designated below have signed the Agreement.

TULALIP TRIBES



Chairwoman, Tulalip Tribes

Date: 1-27-26



Chief Executive Officer of the Tulalip Tribes

Date: 1-27-26

DEPARTMENT OF CHILDREN, YOUTH & FAMILIES



Secretary, Department of Children, Youth & Families

Date: 1/16/26



Assistant Secretary, Child Welfare

Date: 02/20/2026

ATTACHMENT A – Tribal and DCYF contact list to be updated annually

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

LOCAL CONTACTS

ATTACHMENT A

Current as of 01/14/2026

DCYF Staff

Email:

Yen Lawlor, Regional Administrator, (425) 595-3459

Email: yen.lawlor@dshs.wa.gov

Silvia Johnson, 360-391-4760

Email: silvia.johnson@dcyf.wa.gov

Natalie Green, Assistant Secretary, 425-595-3457

Email: natalie.green@dcyf.wa.gov

Christine Sannon, Regional ICW Consultant, 360-630-4062

Email: christine.sannon@dcyf.wa.gov

Cassie Anderson, Director of Tribal Relations, 509-780-1965

Email: cassie.anderson@dcyf.wa.gov

beda?chelh Staff

Jennifer Walls, Tribal ICW Lead Social Worker, 360-716-4046

Email: jwalls@tulaliptribes-nsn.gov

Shelly Lacy, beda?chelh ICW Director, 360-716-4059

Email: slacy@tulaliptribes-nsn.gov

Jade Carela, Executive Director, Family Advocacy, 360-716-3284

Email: jcarela@tulaliptribes-nsn.gov

Rochelle James, Tulalip Tribes Chief Executive Officer, 360-716-4140

Email: rjames@tulaliptribes-nsn.gov