

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SHOALWATER BAY TRIBE
AND
THE DEPARTMENT OF SOCIAL AND HEALTH SERVICES,
CHILDREN'S ADMINISTRATION**

This agreement dated this 22 day of July, 2013 is entered into as a working agreement by and between the Shoalwater Bay Tribe, Tokeland, Washington, (hereafter called "Shoalwater Bay") and the Department of Social and Health Services, Children's Administration (hereafter called "CA").

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, USC 1901 et seq. (hereafter called the ICWA). This agreement is consistent with the policies, procedures, and protections of the federal and state ICWA.

PURPOSE

The purpose of this agreement between Shoalwater Bay and CA is to clarify the handling of Child Protective Services and Child Welfare Services cases involving tribal children and their families, including residents of the Shoalwater Bay Indian Reservation and non-residential members, and other Indian children who are residents of the Shoalwater Bay Indian reservation.

JURISDICTION

The Shoalwater Bay tribe has jurisdiction over child custody proceedings as defined in the ICWA. Whenever possible, with respect to the Shoalwater Bay or Indian child who resides on the Shoalwater Bay reservation, the Shoalwater Bay tribe will be given the opportunity to commence a Tribal court proceeding regarding the child before CA files a Superior court proceeding.

Shoalwater Bay has the right, pursuant to the federal and state ICWA to intervene at any point in a Superior court child custody proceeding involving a Shoalwater Bay child. Shoalwater Bay may also request orally or in writing to a Superior court judge that a case in state court be transferred to tribal court and that the state court proceedings be dismissed. The state court must transfer unless either parent objects, the tribal court declines jurisdiction, or the state court determines that good cause exists for denying the transfer.

DEFINITIONS

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

1. "CA" means the Children's Administration, Department of Social and Health Services (DSHS).
2. "Childrens Services" means all CA services including Child Protective Services (CPS), Child Welfare Services (CWS), Family Reconciliation Services (FRS), Foster/Kinship care, Adoption, etc.
3. "CPS" means Child Protective Services.
4. "FAR" means Family Assessment Response.
5. "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 eligible for membership in a federally recognized Indian tribe.
6. "Shoalwater Bay Child" means any unmarried person under the age of 18 who is either a member of the Shoalwater Bay tribe or eligible for membership in the Shoalwater Bay tribe.
7. "Extended Family Member" shall be defined by the law or 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.
8. "Shoalwater Bay Social Services", herein after called SBSS, shall mean the social services division charged by the Shoalwater Bay Tribe with the responsibility to foster and protect the health and welfare of the Indian families and their children and to carry out the purposes of ICWA and this agreement.
9. "Screened in CPS complaint/referral" means a CPS complaint or referral accepted by CA for investigation.
10. "Tribal ICW program/worker" means the program, agency, organization or person designated by SBSS to provide child welfare services on behalf of the tribe.
11. "Superior Court" or "State court" means any superior court for the State of Washington and its division, including Family Court and Juvenile Court.

CONTACT PERSONS

Region 3 intake 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 SBSS is the Social Services Director.

The contact person to request services available through CA is the supervisor in the South Bend office. If there is already an active case with CA, the assigned social worker is the contact person for that case.

SBSS and CA will each designate a staff person to act as liaisons to facilitate this agreement. SBSS 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 authorized to perform child placement functions.

CA will advise SBSS of professional training opportunities as they arise and will furnish SBSS with literature and information regarding programs and services available through CA. Notification of programs and services will occur on at least an annual basis.

CHILD PROTECTIVE SERVICES

Upon initial receipt by CA of a CPS complaint, if there is any indication that the child(ren) identified in the referral is a Shoalwater Bay child or is an Indian child residing on the Shoalwater Bay reservation, CA will contact SBSS for assistance in determining the child's membership status and residence.

CA will give SBSS written notice of complaints/intakes involving a Shoalwater Bay child or an Indian child residing on the Shoalwater Bay reservation, regardless of whether the complaint/intake is screened in. CA will provide a copy of the written intake as soon as possible within 24 hours after receipt of a complaint/intake. If an emergent complaint/intake is received, CA will make efforts to immediately telephone SBSS in addition to sending a copy of the written material.

Established procedures for contact between CA and SBSS are in the working protocol; see "Attachment A" of this agreement. If CA receives a complaint/intake outside the tribe's normal working hours, or if it is not possible to notify SBSS of a complaint/referral within normal working hours, DCFS will follow established procedures to protect the child whenever there is reason to believe that a child's health, safety or welfare is in imminent danger. On the next working day, CA will notify SBSS by phone regarding the intake and any actions taken by CA. CA will also send SBSS a written referral, including the allegations and any actions taken by DCFS, no later than the end of the same working day.

Except as stated above, SBSS or a tribal designee will conduct CPS investigations of the complaint/intakes involving residents of the Shoalwater Bay reservation.

Upon receiving notice of a complaint/intake, SBSS may request that CA perform the investigation. Following such a request, CA will provide Child Protective Services in accordance with CA intake and investigative guidelines and will report the outcome of the investigation to SBSS.

If SBSS notifies CA that the tribe is unable to provide services in a particular case, CA will offer services to the child and his/her family to the same extent as provided to other children and families in the state.

If SBSS subsequently discovers, following receipt of a complaint/referral from CA, that the child (ren) identified in the complaint/referral does not reside on the Shoalwater Bay reservation, SBSS will immediately notify CA by telephone and refer the complaint/intake back to CA for protective services. SBSS will notify CA no later than 24 hours following such a discovery.

If the Shoalwater Bay Tribal Court declines or is without jurisdiction over the child who is subject of a dependency petition, the SBSS worker will refer the case to the appropriate DCFS office.

CA will comply with all statutory reporting responsibilities including but not limited to those set forth in Chapter 26.44 RCW. The SBSS worker will comply with any applicable tribal, federal or state child abuse reporting requirements.

FAMILY ASSESSMENT RESPONSE

Family Assessment Response (FAR) is a CPS program for screened in low or moderate risk intakes that provides for an alternative to a CPS investigation. Instead of an investigation and findings, families receive an assessment and are offered services. This program is not available in all areas of the state and will be gradually phased in beginning in January, 2013. When FAR is implemented, the same guidelines for intakes and for CPS investigations, listed above, will be followed.

For CA cases assigned to FAR, the FAR worker will have the ultimate responsibility for assessing the family's needs and for arranging for and providing services and supports.

CA and the Tribe will collaborate to identify and develop community supports and services for the family and will concurrently serve the family.

The Tribe may determine that it will continue, at its own expense, to provide community or tribal supports and services to the family after the FAR assessment and services are concluded. The Tribe acknowledges that FAR is time limited – to 45 days or, if the family is actively engaged in services that will require the case to remain open longer and the family agrees, to a maximum of 90 days.

PLACEMENT

SBSS utilizes SPIPA as a child placing agency, which has the authority to recruit, license, and maintain foster homes for Shoalwater Bay children. At all times the Shoalwater Bay tribe has the ability to place children into SPIPA licensed homes.

A Shoalwater Bay child accepted by CA for any out of home placement shall be placed within reasonable proximity to his or her home, taking into account any special needs of the child. In any out of home placement, a preference shall be given, in the absence of good cause to the contrary, to a placement with:

- * A member of the Indian child's extended family;
- * A tribal foster home licensed, approved or specified by the Indian child's tribe;
- * An Indian foster home licensed or approved by an authorized non-Indian Licensing authority; or
- * An institution for children approved by an Indian tribe or operated by an Indian organization which has a program suitable to meet the Indian child's needs.

Placement by the Tribe in a CA licensed foster home, BRS/Group facility, or institution will be through established DCFS procedures in accordance with applicable laws and regulations and CA policy.

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 SBSS 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.

FULL FAITH AND CREDIT

The United States, every State, and 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 proceeding to the same extent that such entities give full faith and credit to the public acts, records and judicial proceedings of any other entity.

INTERPRETATION OF THE AGREEMENT

The parties to the agreement 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 Unit Supervisor – Shoalwater Bay Social Services Director
2. CA Area Administrator – Shoalwater Bay Social Services Director
3. CA Regional Administrator – Shoalwater Bay Social Services Director
4. CA Assistant Secretary – Shoalwater Bay Social Services Director
5. DSHS Secretary – Tribal Chairperson

Throughout the process, the parties are free to consult with their designated legal counsel.

This agreement does not supersede any other policies or procedures of CA or the Tribe.

UPDATE, AMENDMENT AND TERMINATION OF AGREEMENT

Attachment B 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 individual. The updated list will be provided by the agency making the change and provided to the other party.

This agreement may be modified or amended at any time upon mutual agreement of the Shoalwater Bay Tribe 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 30 days' written notice to the other party. The notice will state the reasons for and the effective date of the termination.

IN WITNESS WHEREOF and by means of the signature below, the Shoalwater Bay Tribe 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.

SHOALWATER BAY TRIBE



Chairwoman, Shoalwater Bay Tribe

Date: 7-23-13

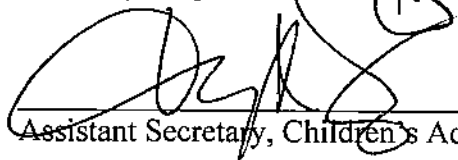

Director, Shoalwater Bay Social Services

Date: 7-22-13

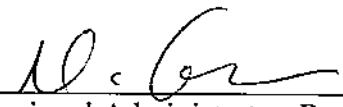
DEPARTMENT OF SOCIAL AND HEALTH SERVICES


Secretary, Department of Social and Health Services

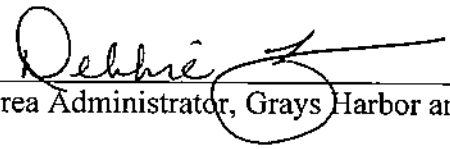
Date: 8/23/2013


Assistant Secretary, Children's Administration

Date: 8/12/13


Regional Administrator, Region 6 Children's Administration

Date: 7-31-13


Area Administrator, Grays Harbor and Pacific Counties

Date: 7/25/13

**MEMORANDUM OF UNDERSTANDING
SHOALWATER BAY SOCIAL SERVICES
AND
CHILDREN'S ADMINISTRATION**

ATTACHMENT A

SHOALWATER BAY TRIBE CPS PROTOCOL

This protocol is being drafted to foster a clear understanding and division of social service responsibilities between Children's Administration (hereafter referred to as "CA") and the Shoalwater Bay Social Services (hereafter referred to as "SBSS"). Although a division of labor will be set forth, both agencies intend to continue to cooperate and work as part of the social service team that will provide coverage to children and maintain the integrity of the family and the tribal culture.

This protocol is intended to specifically address **what each agency's responsibilities are when a Shoalwater Bay Indian child, who is in need of Child Protective Services, is located off the reservation.** This protocol applies regardless of which jurisdiction the report of abuse originated in. If the report comes to SBSS first, SBSS should immediately refer the report to CA by calling CA intake.

An initial inquiry involving an Indian Child (as defined in WAC 388-70-091) should lead a social worker to ask the following two questions:

1. does a parent of the child live on the reservation, or
2. Is the child already a ward of the tribal court?

If the child's parent lives on the reservation **or** the child is a ward of the tribal court, SBSS has exclusive jurisdiction and the agencies should work together at that point with SBSS taking the lead and having final say on decisions. The case is the responsibility of SBSS and any non-emergency CA action is merely being rendered as assistance to the tribe.

******This analysis in no way limits CA in fulfilling its obligation to safeguard a child in an emergency situation.******

If the child's parents do not reside on the reservation or the child is not a ward of the tribal court, CA will have initial responsibility of the case and any involvement by SBSS is being offered as assistance.

FAR cases (when the FAR program becomes available) will follow the same guidelines, above, as for CPS investigations.

CA will communicate with SBSS at the earliest possible time and placement, if needed, will be per the "Placement" section of the Memorandum of Understanding. CA will follow standard procedures for bringing the case before the court at the shelter care hearing.

Following the shelter care hearing, SBSS will make a decision whether or not to transfer the case. ***The transfer of the case is a formal, legal process.*** Only the Tribal court can accept a case on SBSS's behalf. No social worker has the authority to accept a case on behalf of the Shoalwater Bay Tribe. Until a case is accepted by the Tribal court and transferred by the County Superior court, responsibility for the case remains with CA. However, if a case is determined to be a "probable future transfer", both agencies should work together in drafting the ISSP so that the plan can be adopted by the tribal court upon transfer. In general, the case will not be transferred prior to fact finding and establishment of dependency in the County court.

In the event a conflict or problem arises in attempting to use this protocol, the social workers will discuss the issue among themselves and if the problem cannot be resolved at that level, supervisors may be contacted.

CONTACT INFORMATION FOR SHOALWATER BAY TRIBE CHILD PROTECTIVE SERVICES:

The daytime (8:00 am to 4:30 pm) CPS contact person for SBSS is the Social Services Director, Kathirine Horne, who can be reached at **(360) 267-6766 or cell # (360) 490-0464**. If no answer, the receptionist may be contacted at (360) 267-6766.

The after hours CPS on call worker for the Shoalwater Bay Tribe can be reached by calling the cell phone number above for the Social Services Director. The first alternative contact person in an emergency is Kim Thomas, (360)791-3719 and the second alternative emergency contact person is Tamyia Anderson, (360) 268-7421.

CONTACT INFORMATION FOR CA CHILD PROTECTIVE SERVICES:

The daytime (8:00 am to 4:30 pm) initial CPS contact is through Regionalized Intake at 1-888-713-6115. In an emergency, CPS staff may be contacted through the South Bend office at 360-875-4200.

After hours referrals of child abuse/neglect cases to CA will be through Centralized Intake at **1-800-562-5624**.

**WORKING AGREEMENT
SHOALWATER BAY TRIBE/TRIBAL SOCIAL SERVICES
AND
CHILDREN'S ADMINISTRATION**

LOCAL CONTACTS

ATTACHMENT B

Current as of 7/1/13

Children's Administration Staff

Debbie Lynn, Area Administrator (360) 537-4342 or (360) 875-4202
Email: lynd300@dshs.wa.gov

Erin Miller, Supervisor, all programs, South Bend and Long Beach offices
(360) 875-4204
Email: miem300@dshs.wa.gov

Tara Benson, Aberdeen Supervisor (360) 537-4323
Email: tmcg300@dshs.wa.gov

Julie Sanchez Jewell, Aberdeen CFWS Supervisor (360) 537-4300
Email: sjul300@dshs.wa.gov

Kathy Eddy, Aberdeen Supervisor CFWS (360) 537-4302
Email: edka300@dshs.wa.gov

Melissa Wittmayer, Aberdeen CFWS, FVS, FRS Supervisor (360) 537-4327
Email: wmel300@dshs.wa.gov

Shoalwater Bay Social Services Staff

Kathirine Horne, Social Services Director (360) 267-6766
Email: khorne@shoalwaterbay-nsn.gov