

**MEMORANDUM OF UNDERSTANDING BETWEEN
QUINAULT INDIAN NATION
QUINAULT FAMILY SERVICES
AND
THE DIVISION OF CHILDREN AND FAMILY SERVICES
ABERDEEN OFFICE AND STATEWIDE**

This agreement dated this first (01) day of April, 2011 is entered into as a working agreement by and between the Quinault Indian Nation, Taholah, Washington, (hereafter called the "Quinault tribe" or "QIN") and the Department of Social and Health Services, Division of Children and Family Services (hereafter called "DCFS").

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 ICWA and applicable state statutes, regulations and procedures, including the DCFS Indian Child Welfare Manual.

PURPOSE

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

JURISDICTION

The Quinault tribe has jurisdiction over child custody proceedings as defined in the ICWA. Whenever possible, with respect to the QIN or Indian child who resides on the Quinault reservation, QIN will be given the opportunity to commence a tribal court proceeding regarding the child before DCFS files a superior court proceeding.

QIN has the right, pursuant to the ICWA to intervene at any point in a Superior court child custody proceeding involving a Quinault child. QIN 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. "DCFS" means the Division of Children and Family Services, Department of Social and Health Services (DSHS).
2. "Childrens Services" means all DCFS 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. "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.
5. "Quinault Child" means any unmarried person under the age of 18 who is either a member of the Quinault tribe or eligible for membership in the Quinault tribe.
6. "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.
7. "Quinault Family Services", herein after called QFS, shall mean a licensed social services agency charged by the Quinault 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.
8. "Screened in CPS complaint/referral" means a CPS complaint or referral accepted by DCFS for investigation.
9. "Tribal ICW program/worker" means the program, agency, organization or person designated by QIN to provide child welfare services on behalf of the tribe.
10. "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

The person who is on duty at Aberdeen DCFS intake is the DCFS contact person during normal working hours, for purposes of making a referral of child abuse and neglect. During after hours and holidays, the contact person is the intake worker at Central Intake.

The contact person for QFS is the Family Services Manager.

The contact person to request services available through DCFS is the on duty intake worker, who will generate a referral for services. If there is already an active case with DCFS, the contact person is the tribal liaison.

QFS and DCFS will each designate a staff person to act as liaisons to facilitate this agreement. QFS and DCFS 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.

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

TITLE 4-E AGREEMENT

All parties shall comply with the requirements of the State – Tribe federal 4E agreement. If there is conflict between this agreement and the 4E agreement, the 4E agreement takes precedence.

CHILD PROTECTIVE SERVICES

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

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

Established procedures for contact between DCFS and QFS are in the working protocol; see "Attachment A" of this agreement. If DCFS receives a complaint/intake outside the tribe's normal working hours, or if it is not possible to notify QFS of a complaint/intake 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, DCFS will notify QFS by phone regarding the complaint/referral and any actions taken by DCFS. DCFS will also send QFS a written intake, including the allegations and any actions taken by DCFS, no later than the end of the same working day.

Except as stated above, QFS or a tribal designee will conduct CPS investigations of the complaint/referrals involving residents of the Quinault reservation.

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

If QFS notifies DCFS that the tribe is unable to provide services in a particular case, DCFS 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 QFS subsequently discovers, following receipt of a complaint/referral from DCFS, that the child (ren) identified in the complaint/referral does not reside on the Quinault reservation, QFS will immediately notify DCFS by telephone and refer the complaint/referral back to DCFS for protective services. QFS will notify DCFS no later than 24 hours following such a discovery.

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

DCFS will comply with its statutory reporting responsibilities as set forth in Chapter 26.44 RCW. The QFS worker will comply with any applicable tribal, federal or state child abuse reporting requirements.

PLACEMENT

QFS is licensed as a child placing agency and has the authority to recruit, license, and maintain foster homes for Quinault children. At all times the Quinault tribe has the ability to place children into their own homes.

A Quinault child accepted by DCFS 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 DCFS licensed foster home, BRS/Group facility, or institution will be through established DCFS procedures in accordance with applicable laws and regulations and DCFS policy.

FOSTER CARE PAYMENTS

DCFS may pay for foster care ordered by the Tribal Court per the Tribe-State 4E agreement and/or as consistent with applicable laws, regulations and DCFS policy. In such cases QFS will furnish DCFS with copies of court orders and all other relevant legal documents, including all information necessary to process payments.

DCFS may also pay for special rate services or exceptional cost services as deemed necessary by the Tribe. 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. Aberdeen DCFS Unit Supervisor – Quinault Family Services Manager
2. Aberdeen DCFS Area Administrator – RSHC Director
3. DCFS Regional Administrator or designee – QIN Tribal Operations Director
4. DSHS Secretary – Quinault Indian Tribe President

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 DCFS 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 Quinault Tribe and DCFS.

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.

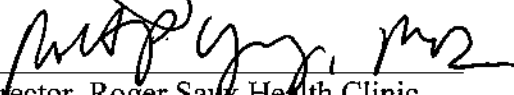
IN WITNESS WHEREOF and by means of the signature below, the Quinault Indian Nation and the Division of Children and Family Services hereby agree to follow the provision of this working agreement, which shall be effective as of the date that all of the persons designated below have signed the agreement.

QUINAULT INDIAN NATION



President, Quinault Indian Tribe

Date: 4/14/11



Director, Roger Sauk Health Clinic

Date: 4/6/2011



Manager, Family Services

Date: 05 APR 11

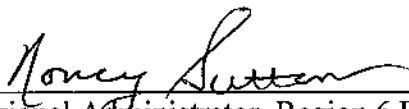
STATE OF WASHINGTON DEPARTMENT OF SOCIAL AND HEALTH SERVICES,
DIVISION OF CHILDREN AND FAMILY SERVICES

Secretary, Department of Social and Health Services

Date: _____

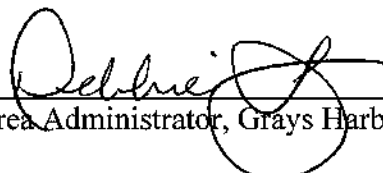
Assistant Secretary, Children's Administration

Date: _____



Regional Administrator, Region 6 DCFS

Date: 5/24/11



Area Administrator, Grays Harbor DCFS

Date: 4/25/11

**WORKING AGREEMENT
QUINAULT INDIAN NATION/QUINAULT FAMILY SERVICES
AND
DIVISION OF CHILDREN AND FAMILY SERVICES, ABERDEEN**

ATTACHMENT A

ABERDEEN DCFS – QUINAULT INDIAN NATION CPS PROTOCOL

This protocol is being drafted to foster a clear understanding and division of social service responsibilities between the Aberdeen office of the Division of Children and Family Services, responsible for Grays Harbor County, (hereafter referred to as “DCFS”) and the Quinault Indian Nation Family Services (hereafter referred to as “QFS”). 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 Quinault Indian child, who is in need of Child Protective Services, is located off the reservation in Grays Harbor County.** This protocol applies regardless of which jurisdiction the report of abuse originated in. If the report comes to QFS first, QFS should immediately refer the report to DCFS.

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, and
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, QFS has exclusive jurisdiction and the agencies should work together at that point with QFS taking the lead and having final say on decisions. The case is the responsibility of QFS and any non-emergency DCFS action is merely being rendered as assistance to the tribe.

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

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

******Findings regarding where the parent lives and child’s status in tribal court must be documented.******

DCFS will communicate with QFS at the earliest possible time and placement, if needed, will be per the "Placement" section of the Working Agreement. DCFS will prepare a report and supply a copy to QFS if necessary. DCFS will follow standard procedures for bringing the case before the court at the shelter care hearing.

Following the shelter care hearing, QFS 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 QFS's behalf. No social worker has the authority to accept a case on behalf of the Quinault Indian Nation. Until a case is accepted by the Tribal court and transferred by Grays Harbor County Superior court, responsibility for the case remains with DCFS. 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, 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 QUINAULT INDIAN NATION CHILD PROTECTIVE SERVICES ON CALL PERSON:

The daytime (8:00 am to 4:30 pm) CPS contact person for QIN is the Quinault Indian Nation Family Services Manager, who can be reached at **(360) 276-8215 extension 355**. If no answer, the receptionist may be contacted at (360) 276-8215 extension 321.

The after hours CPS on call worker for the QIN can be reached via the **Taholah Police Department at (360) 276-4422: ask for the on call CPS worker.**

CONTACT INFORMATION FOR DCFS CHILD PROTECTIVE SERVICES:

The daytime (8:00 am to 4:30 pm) initial CPS contact person is through Aberdeen CPS intake, **(360) 537-4300**.

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

**WORKING AGREEMENT
QUINAULT INDIAN NATION/QUINAULT FAMILY SERVICES
AND
DIVISION OF CHILDREN AND FAMILY SERVICES, ABERDEEN**

ATTACHMENT B

Current as of 04/25/11

Division of Children and Family Services Staff

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

Stephanie Frazier, CPS/FRS Supervisor (360) 537-4358
Email: fste300@dshs.wa.gov

Dianne Fuller, Intake Supervisor (also supervises S. Bend DCFS) (360) 875-4203
Email: fudi300@dshs.wa.gov

Nan Timms, CFWS Supervisor (360) 537-4301
Email: tina300@dshs.wa.gov

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

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

Cliff Burden, 4E payment/tribal liaison (360) 537-4331
Email: bucl300@dshs.wa.gov

Quinault Family Services Staff

William (Bill) Lay, Family Services Manager (360) 276-8215 extension 355
Email: wlay@quinault.org