

**INTERGOVERNMENTAL AGREEMENT**

**For**

**CHILD WELFARE SERVICES**

**Between**

**THE PORT GAMBLE S'KLALLAM TRIBE**

**And**

**THE WASHINGTON STATE  
DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT** is entered into between the Port Gamble S’Klallam Tribe (Tribe) and the Washington State Department of Social and Health Services (Department) to guide the parties in fulfilling their mutual obligation to provide for the safety and welfare of Port Gamble S’Klallam children involved in the child welfare system.

**I. PURPOSE**

Prior to entering into this Agreement, the Tribe participated in Title IV-E funding through an agreement with the State of Washington, and the parties collaborated in providing child welfare services to Port Gamble S’Klallam children under the terms of five separate agreements. The Tribe now has a direct IV-E Agreement with the United States Department of Health and Human Services, changing the nature of the relationship between the Tribe and the Washington Department of Social and Health Services, and necessitating a change in the terms of the existing agreements.

The purpose of this Agreement is to update and combine the five existing agreements between the parties, and to set forth terms and conditions regarding the duties and responsibilities of each party with respect to:

- A. The Department’s contributions to the support of foster children under the placement and care authority of the Tribe;
- B. The Tribe’s use of the Department’s SACWIS (State Automated Child Welfare Information System) system;
- C. The Department’s participation in the provision of services to Tribal children in both the Tribe’s and the State’s child welfare systems;
- D. The recognition of foster homes licensed by the Tribe; and
- E. The use by the Department of foster homes licensed by the Tribe.

**II. AUTHORITY**

This Agreement is made pursuant to the respective governmental authorities of each party.

- A. The Port Gamble S’Klallam Tribal Business Committee is authorized to enter into this Agreement under Article IV, Section 1 of the Port Gamble S’Klallam Tribal Constitution.
- B. The Department is authorized to enter into this Agreement under the Interlocal Cooperation Act, RCW chapter 39.34, which permits any Washington State agency to enter into a cooperative agreement with an Indian Tribe for the parties’ mutual advantage and cooperation.
- C. The Department is additionally either expressly or impliedly authorized to enter into this Agreement under the following statutes:

1. RCW 74.13.031(13), which states:

The department . . . shall have authority within funds appropriated for foster care services to purchase care for Indian children who are in the custody of a federally recognized Indian tribe or tribally licensed child-placing agency pursuant to parental consent, tribal court order, or state juvenile court order; and the purchase of such care shall be subject to the same eligibility standards and rates of support applicable to other children for whom the department purchases care.

2. RCW 74.15.190, which states:

(1)(a) The state of Washington recognizes the authority of Indian tribes within the state to license agencies, located within the boundaries of a federally recognized Indian reservation, to receive children for control, care, and maintenance outside their own homes, or to place, receive, arrange the placement of, or assist in the placement of children for foster care or adoption.

(b) The state of Washington recognizes the ability of the Indian tribes within the state to enter into agreements with the state to license agencies located on or near the federally recognized Indian reservation or, for those federally recognized tribes that do not have a reservation, then on or near the federally designated service delivery area, to receive children for control, care, and maintenance outside their own homes, or to place, receive, arrange the placement of, or assist in the placement of children for foster care.

....

(2) The department [of Social and Health Services] may enter into written agreements with Indian tribes within the state to define the terms under which the tribe may license agencies pursuant to subsection (1) of this section. The agreement shall include a definition of what are the geographic boundaries of the tribe for purposes of licensing and may include locations on or near the federally recognized Indian reservation or, for those federally recognized tribes that do not have a reservation, then on or near the federally designated services area.

3. 25 U.S.C. § 1919 of the federal Indian Child Welfare Act, which authorizes states and tribes to enter into agreements with each other respecting the care and custody of Indian children.

D. The parties acknowledge that this Agreement is built upon the Tribe and the Department Agreement Regarding General Terms and Conditions signed by the Tribe, which is incorporated herein by reference. Except where a specific subject matter is expressly

addressed in this Agreement, the provisions of the Tribe and the Department Agreement Regarding General Terms and Conditions apply to this Agreement.

### III. DEFINITIONS

The Tribe and the Department agree for the purposes of this Agreement to the following definitions.

- A. **Children's Administration** means the Department's administration responsible for delivering child welfare services and includes its administrators, divisions, programs, employees, and authorized agents.
- B. **FamLink** means the Department's Statewide Automated Child Welfare Information System, which contains the Adoption and Foster Care Analysis and Reporting System (AFCARS) data collection, required under 45 CFR 1355.40 for all Title IV-B/Title IV-E agencies, as well as other comprehensive information about children and families involved in the child welfare system.
- C. **Federal Financial Participation (FFP)** means those monies paid out under Title IV-E of the Social Security Act by the federal government for foster care and adoption assistance maintenance, administration, and training.
- D. **Foster Care** means the substitute care provided for a child who is removed by court order or a voluntary placement agreement from his or her home.
- E. **Foster Care Maintenance Payment** means payments made to eligible foster care providers to meet the needs of the child or children receiving foster care from that provider.
- F. **Foster Care Rate** means a rate established through the use of the Department's foster care rate assessment system, as described in WAC 388-25-0016.
- G. **On or near the reservation**, for purposes of foster care licensing by the Port Gamble S'Klallam Tribe, means the geographic area of Kitsap County and includes licensing of those persons, entities or agencies that would be recognized as members of the tribal community under the Port Gamble S'Klallam Law and Order Code, Title 16, §16.01.01(d).
- H. **Personal Information** means information identifiable to any person. This includes but is not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

#### IV. RECITALS

- A. The child welfare systems of Department and the Tribe have a long history of collaboration and cooperation in providing services to children and families involved in the child welfare system.
- B. From 2004 to April 2012, the Tribe, pursuant to a contract with the Department, participated in the Title IV-E program for federal funding participation payments for children placed in foster care under tribal court orders. Throughout this period the Department has provided the matching funds for foster care maintenance payments required under Title IV-E.
- C. The Port Gamble S'Klallam Tribe is the first tribe in the Nation to be granted direct title IV-E funds for foster care, adoption assistance, and guardianship assistance. This agreement was effective April 1, 2012.
- D. The mission of the Department's Children's Administration is to protect abused and neglected children, to support the efforts of families to care for and parent their own children safely, and to provide quality care and permanent families for children in partnership with Tribes, foster parents and communities.
- E. In furtherance of its mission, the Department intends to continue providing foster care maintenance payments necessary for non-IV-E children or placements and the match required for federal funding participation, as well as child welfare services to support the Tribe's children.

THEREFORE, the Parties agree:

#### V. FOSTER CARE MAINTENANCE PAYMENTS

##### **Transition to Direct Tribal IV-E**

The following will be accomplished by October 23, 2012.

- A. The Department will assume direct responsibility for paying foster parents who are licensed by the Tribe and who are caring for children under the placement and care authority of the Department. The parties will cooperate in making this transition as seamless as possible.
- B. Children's Administration will process all outstanding claim activity, including 40 percent of the federal share of maintenance payments for any unpaid quarters through March 2012, and all prior unpaid administrative claims for activity through March 2012.
- C. Children's Administration will provide the Tribe with penetration rates for January through March 2012.
- D. Children's Administration will create FamLink codes specific to the Tribe which will be used for children under the placement and care authority of the Tribe who are in licensed foster care or for whom services are provided.
- E. Children's Administration will create a process within FamLink to track foster care services provided by the Tribe to Title IV-E eligible children and reconcile quarterly the level of match to be provided by the state for these services.

- F. Children’s Administration will develop a template for the Tribe to use for its quarterly claiming of foster care maintenance and services.
- G. The Tribe will no longer claim Administrative Costs through the State of Washington and these costs will not be reflected in FamLink.

**State Contribution to Foster Care Maintenance Payments**

**The Tribe agrees that it will:**

- A. Provide any information determined necessary or requested by the Department to enable the Department to assist in the payment of services or foster care maintenance payments and for any budgetary reconciliation.
- B. Use the Department’s established foster care rates and rate assessment tool in determining foster care maintenance payments for children who are under the placement and care authority of the Tribe and placed in licensed foster homes.
- C. At the request of the Tribe, the Department will continue to complete the foster care rate assessments for children placed in Tribal foster homes and the Tribe will facilitate access to the information necessary for the assessments.
- D. Use the Tribe-specific FamLink codes and service tracking process to enable the Department to track services and placement payments related to Port Gamble S’Klallam children.

**The Department agrees that it will:**

- A. At the request of the Tribe, continue to complete foster care rate assessments for all children placed in Tribally licensed foster homes.
- B. Reimburse the Tribe the cost of Tribal foster care maintenance payments as follows:
  - 1. Fully reimburse the Tribe for foster care maintenance payments made on behalf of children who are not IV-E eligible or not in an IV-E eligible placement so long as the child is placed in a licensed foster home.
  - 2. Reimburse the Tribe for the “match” required for federal funding participation, e.g., such portion of foster care maintenance payments that is not reimbursed by the federal government through Title IV-E.
    - a. The payment for the state match will be paid upon verification of the foster care maintenance payment, less the Tribe’s Federal Medicaid Assistance Percentages (FMAP) rate.
- C. Continue to provide foster care services for children under Tribal Court jurisdiction who are placed in state-licensed homes.
- D. Directly reimburse Tribally licensed foster care providers caring for children under the Department’s placement and care authority.

## **VI. TRIBE'S USE OF FAMLINK**

To assist the Tribe in providing child welfare and family services to Tribal members and to assist the Department in reconciling claimed activities, the Department shall provide the Tribe with access to FamLink, the Statewide Automated Child Welfare Information Systems (sometimes referred to as SACWIS).

### **Description of the Famlink Data**

Designated employees of the Tribe shall have web based secured access to FamLink for the purpose of serving Tribal children and families.

Designated employees of the Tribe shall have access to FamLink for the purpose of entering data related to foster care maintenance payments or services on behalf of Title IV-E eligible children, to include Title IV-E eligibility, or on behalf of any child for whom the State is providing foster care maintenance payments.

### **Training**

The Tribe, in collaboration with the Department, will ensure that staff who will use FamLink are adequately trained on the use of the system, the requirements for confidentiality, and the scope of the data share provisions included in this Agreement.

### **Access to Data**

Unique user identification numbers and passwords obtained from DSHS are required in order for the authorized tribal employees or contracted staff to log on to FamLink.

### **Security of Data**

The Tribe shall secure the data provided in accordance with the requirements of Attachment A—Data Security Requirements.

The Tribe shall take reasonable precautions to secure against unauthorized physical and electronic access to data.

The Tribe must ensure each employee with access to FamLink records or information signs the User Application and Acknowledgement Statement access form. (Attachment B).

- A. The Tribe shall retain a signed copy of the form on file for monitoring purposes.
- B. After being granted access to FamLink, each employee will be required to annually review and accept the User Application and Acknowledgement Statement.

Department provided data stored by the Tribe may not be accessed remotely— no use of external networks (e.g. the Internet) is allowed under this agreement.

The Tribe shall track the location of any copies of data provided by the Department for purposes of court action or intervention. The method of tracking shall be sufficient to provide the ability to audit the protections afforded the copied data sets.

In the case of hardware failure, the Tribe must protect data by removing the hard drive before shipping equipment for repair.

### **Frequency of the Data Exchange**

The exchange of data is accomplished through on-line transactions that may occur whenever FamLink is available.

### **Confidentiality and Nondisclosure**

The Tribe shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements.

The Tribe, its employees and contracted staff may use confidential Information or data gained by reason of this Agreement only for the purposes of this Agreement.

The Tribe 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.

All confidential information the Department receives from the Tribe under this Agreement will be kept confidential by Department employees as required by State, Federal, and Tribal laws.

The Tribe assumes responsibility for the actions of its employees, volunteers, and others who have access to FamLink and to confidential information. The Tribe 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 Tribe.

## **VII. FEDERAL REPORTING REQUIREMENTS**

The Tribe will be responsible for gathering, maintaining and reporting all Federal reporting requirements relating to children under the placement and care authority of the Tribe. The data includes all requirements related to:

- Adoption and Foster Care Analysis and Reporting System (AFCARS)
- National Youth In Transition Database (NYTD)—Beginning with the 2014 baseline population
- Caseworker Visits (monthly caseworker visits)



As part of the transition to Tribal reporting, the Department agrees to the following:

- Children’s Administration will remove all children identified under the placement and care authority of the Tribe from future AFCARS submissions.
- Children’s Administration will not include any youth under the placement and care authority of the Tribe in NYTD surveys, follow-up surveys and NYTD submissions beginning with the 2014 baseline population. Youth included in the prior baseline survey and submission will not be excluded from the 19 and 21-year-old follow up surveys if those youth are identified as part of the baseline sample for follow-up surveys.
- Children’s Administration will not include any children/youth under the placement and care authority of the Tribe in their annual submissions for Caseworker visits.

## VIII. CHILD WELFARE SERVICES

### Child Protective Services (CPS)

- A. Children’s Administration Intake will notify the Port Gamble S’Klallam ICW Program whenever it receives a referral of child abuse and neglect involving a Port Gamble S’Klallam Tribal child. Notification will be by telephone, fax, or email fax within 24 hours for emergent cases and within 72 hours for all other cases, including cases that are not screened in by Children’s Administration for investigation. Notification will include all referrals, including hospital, agency, law enforcement or correctional facility referrals.
- B. For all tribal children living within the boundary of the Port Gamble S’Klallam Reservation, the Tribe will investigate the referral, unless the Tribe makes a formal written request, which may include email requests, that Children’s Administration investigate the referral.
- C. For all tribal children living in Washington State, but outside the boundary of the Port Gamble S’Klallam Reservation, the Children’s Administration, in collaboration with the Tribe, when appropriate, will investigate screened-in referrals. In such cases the Tribe will be given the opportunity to assist in the investigation; if the Tribe does not assist, the Children’s Administration investigator will provide ongoing information about the investigation at the request of the tribe.
- D. 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.
- E. The Tribe and Children’s Administration 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 Tribal children upon conclusion of the investigation or upon request for purposes of conducting a home study or background check.
- F. If a child who is the victim of a CPS allegation does not live on the reservation, but is a member of the Tribe or eligible for membership in the Tribe, and if the allegation is founded, or if Children’s Administration determines the child is in danger in the home of the parent or other caregiver, Children’s Administration will notify the Tribe of its intent to provide services or to file a dependency petition and give the Tribe an opportunity to

file the petition in Tribal Court or to take primary responsibility for providing services.

- G. If the Tribe specifically requests Children's Administration to investigate a screened-in child abuse-neglect allegation occurring on the reservation, the investigation will be completed within 45 days and Tribe will be given the investigative report (no matter what the finding) and any documentation needed to file a dependency action in Tribal court.
1. If Children's Administration does the investigation, it is required to apply state law. Any finding of abuse or neglect will be made using state law and Children's Administration rules, specifically WAC chapter 388-15. If Children's Administration finds that abuse or neglect has occurred, the subject of the investigation would have the right to challenge that finding under state law.

### **Services for Children Under Tribal Court Jurisdiction**

- A. Children served by the Tribe are eligible for services funded and contracted by Children's Administration. Eligibility for these services is the same eligibility criteria used for children served by Children's Administration.
- B. 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 C.
- C. When the Tribe requests child welfare services for children and youth being served by the Tribe, Children's Administration will:
1. Assign the case to a specific caseworker, selected by Children's Administration, but who recognizes that the Tribe has custody of and decision-making authority over the child, and who is willing to accept the customs and traditions of the Tribe. Children's Administration will not be responsible for case management, but instead will assist the Tribal social worker in accessing services.
  2. Maintain a child file consisting of the referral information, the Tribal case plan, Tribal court documents, and payment information.
  3. Work with the Tribal social worker to determine what services would best meet the needs of the child and, at the request of the Tribe, pursue intensive services for the child, using established Children's Administration procedures.
  4. Information necessary to determine eligibility will be provided by the Tribe and supplemented when requested. The Tribal social worker has responsibility for recommending and overseeing the administration of services.
- D. Children's Administration will provide a point of contact to assist the Tribe in accessing services. The point of contact is the Tribe's contact for requesting services and will work with the Tribe to clarify eligibility for services, to expedite services and to verify payment. The point of contact will be available to assist, or arrange for another worker to assist, the Tribe 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, exceptional foster care, specialized teen mother programs, and services for sexually aggressive youths.
- E. The Tribe will provide a point of contact to work with Children's Administration on

service issues.

### **Services for Tribal Children under the Jurisdiction of the State Court**

- A. If a child who is a member or may be eligible for membership in the Tribe is the subject of a dependency action filed by Children's Administration in the juvenile court of the State of Washington, Children's Administration will timely notify the Tribe of its right to intervene in the action.
- B. If jurisdiction of the action is not transferred to Tribal court, then the Tribe will designate a specific social worker to work with the Children's Administration case worker to assist in locating an appropriate placement and to consult with the Children's Administration case manager in developing an appropriate case plan that includes, when feasible, services and programs available from the Tribe.
- C. The Tribe will designate an individual who has authority and responsibility for providing an expert witness for state court dependency and termination proceedings governed by the Indian Child Welfare Act. The Tribe agrees that it will provide an expert witness at the time and place of any trial in which an Indian expert is required.

### **Training**

The Department, through its Alliance for Child Welfare Excellence with the University of Washington, will provide access to state training for Tribal employees.

### **Information Sharing and Confidentiality**

- A. It is the policy of both the Tribe and Children's Administration to share with each other full information about a child that will assist the other in protecting the child and in assessing the child's need and eligibility for and receipt of services. Children's Administration is required to follow state and federal laws governing confidentiality of children's records. The Tribe agrees that it will follow state and federal law on confidentiality, or Tribal law, if the Tribal Code meets or exceeds state and federal law requirements to protect the records of children receiving services from Children's Administration.
- B. Children's Administration agrees to share information with the Tribe about any Indian child who lives on the reservation and about any child who is a member of or eligible for membership in the Tribe to the fullest extent permitted under the law. To the extent feasible, this information will be provided to the Tribe without the need for a request from the Tribe.

## **IX. FOSTER CARE LICENSING**

The Department shall recognize the foster homes licensed by the Tribe on or near the Port Gamble S'Klallam Reservation. With this recognition, the Department shall pay for the foster care of children who are placed by the Tribe or by the Department in foster homes licensed by the Tribe. The purchase of such care shall be subject to Section V above and the same eligibility standards and rates of support applicable to other children for whom the Department purchases care. Specifically, the Department shall:

- A. Provide foster care payments and ancillary services to the Tribe for children who are dependents of the Tribal Court, are placed through a protective custody hold, or are placed by consent of the parent and who are in foster homes on or near the reservation that are licensed by the Tribe.

## **X. STATE USE OF TRIBAL FOSTER HOMES**

The Tribe and Children’s Administration agree that Children’s Administration may place children in tribally licensed foster homes. When such placement occurs, the State will directly pay the foster parent a foster care maintenance rate as well as other payments for the welfare of the child. In order to make these payments the foster parent must be identified in FamLink as a “provider” and must have a “provider license.” The Tribe agrees to provide or enter the necessary information in FamLink for this purpose.

To Create a Provider Social Service Payment System (SSPS) payment number, the following is required:

- Legal Name of foster parent or relative caregiver
- Marital status
- Physical location address
- Mailing address
- Primary role of the foster parent
- Telephone number of foster parent/primary contact
- Social Security Numbers (SSN for foster parent/primary contact)
- Date of birth
- Indication of Native American status, ethnicity
- Child abuse/neglect and criminal history clearance for the foster parent
- Capacity of foster home (number of children, gender, and ages)

## **XI. CONFLICT RESOLUTION**

The Tribe and Children’s Administration agree that if a dispute arises under this agreement, the process set forth in the General Terms and Conditions of the Tribe and Department Agreement will apply: A copy of the applicable process is set forth in Attachment D.

## **XII. POINTS OF CONTACT**

The Tribe has designated the following person as its single point of contact for communication regarding operational and financial elements of this Agreement:

Jolene George  
Behavioral Health Division Director of Children & Families Services  
Port Gamble S’Klallam Tribe  
31912 Little Boston Road NE  
Kingston, WA 98346  
(360) 297-9636

The Department has designated the following person as its single point of contact in regard to Indian Child Welfare Tribal Relations:

Betsy Tulee  
Tribal Relations, Children's Administration  
14th and Jefferson  
Olympia, WA 98504  
(425) 673-3114

The Department has designated the following person as its single point of contact for communication regarding operational and financial elements of this Agreement:

Dan Ashby  
Chief, Finance and Reimbursements  
Children's Administration, Region 5  
14th and Jefferson  
Olympia, WA 98504  
(360) 902-7940

### **XIII. MAINTENANCE OF THIS AGREEMENT**

The Tribe and the Department mutually agree to meet at least annually to discuss operations under this agreement. Either party may request a meeting before the annual meeting date. A meeting will be promptly scheduled.

### **XIV. AMENDMENTS**

This Agreement may be amended or renegotiated by written agreement of the parties at anytime.

### **XV. TERMINATION**

This Agreement may be terminated by either party with 90 days notice.

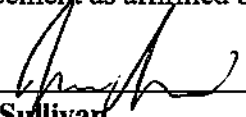
### **XVI. TERM**

This Agreement shall become effective October 23, 2012, and shall remain in effect unless terminated, as provided herein.

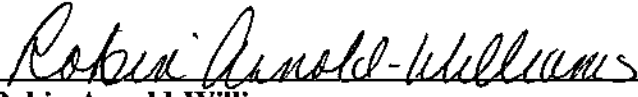
### **XVII. SURVIVABILITY**

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive.

The following representatives by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.

  
\_\_\_\_\_  
**Jeromy Sullivan**  
CHAIRMAN  
Port Gamble S'Klallam Tribe

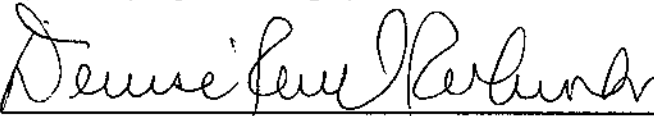
10-23-12  
Date

  
\_\_\_\_\_  
**Robin Arnold-Williams**  
SECRETARY  
Washington State Department of Social & Health Services

10-23-12  
Date

  
\_\_\_\_\_  
**Jolene George**  
BEHAVIORAL HEALTH DIVISION DIRECTOR  
CHILDREN & FAMILY SERVICES  
Port Gamble S'Klallam Tribe

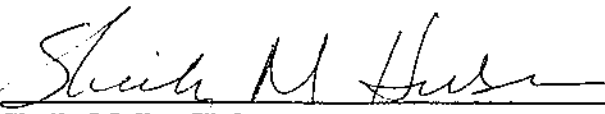
10-23-12  
Date

  
\_\_\_\_\_  
**Denise Revels Robinson**  
ASSISTANT SECRETARY, CHILDREN'S  
ADMINISTRATION  
Washington State Department of Social & Health Services

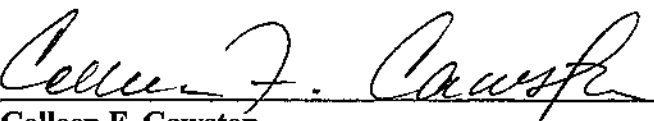
10/23/12  
Date

  
\_\_\_\_\_  
**Andrea Smith**  
CHILD AND FAMILY SERVICES ATTORNEY  
Port Gamble S'Klallam Tribe

10-23-12  
Date

  
\_\_\_\_\_  
**Sheila Malloy Huber**  
SENIOR COUNSEL  
Office of Attorney General

10-23-12  
Date

  
\_\_\_\_\_  
**Colleen F. Cawston**  
SENIOR DIRECTOR, OFFICE OF INDIAN POLICY  
Washington State Department of Social & Health Services

10/23/12  
Date

# Exhibit A





## **Exhibit A - Data Security Requirements**

**PROTECTION OF DATA. THE CONTRACTOR AGREES TO STORE DATA ON ONE OR MORE OF THE FOLLOWING MEDIA AND PROTECT THE DATA AS DESCRIBED:**

- A. Hard disk drives. Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.**
- B. Network server disks. Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.**
- C. OPTICAL DISCS (CDS OR DVDS) IN LOCAL WORKSTATION OPTICAL DISC DRIVES. Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.**
- D. OPTICAL DISCS (CDS OR DVDS) IN DRIVES OR JUKEBOXES ATTACHED TO SERVERS. Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.**
- E. PAPER DOCUMENTS. Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.**
- F. ACCESS VIA REMOTE TERMINAL/WORKSTATION OVER THE STATE**

**GOVERNMENTAL NETWORK (SGN). Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this contract.**

- G. Access via remote terminal/workstation over the Internet through Secure Access Washington. Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this contract.**
- H. Data storage on portable devices or media.**
- 1. DSHS data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract. If so authorized, the data shall be given the following protections:**
    - a. Encrypt the data with a key length of at least 128 bits**
    - b. Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.**
    - c. Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.**

Physically protect the portable device(s) and/or media by

    - d. Keeping them in locked storage when not in use**
    - e. Using check-in/check-out procedures when they are shared, and**
    - f. Taking frequent inventories**
  - 2. When being transported outside of a secure area, portable devices and media with confidential DSHS data must be under the physical control of contractor staff with authorization to access the data.**
  - 3. Portable devices include, but are not limited to; handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers if those computers may be transported outside of a secure area.**

4. **Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).**

**II. DATA SEGREGATION.**

- A. DSHS data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the contractor, all DSHS data can be identified for return or destruction. It also aids in determining whether DSHS data has or may have been compromised in the event of a security breach.**
- B. DSHS data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. Or,**
- C. DSHS data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS data. Or,**
- D. DSHS data will be stored in a database which will contain no non-DSHS data. Or,**
- E. DSHS data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records. Or,**
- F. When stored as physical paper documents, DSHS data will be physically segregated from non-DSHS data in a drawer, folder, or other container.**
- G. When it is not feasible or practical to segregate DSHS data from non-DSHS data, then both the DSHS data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.**

**III. DATA DISPOSITION. WHEN THE CONTRACTED WORK HAS BEEN COMPLETED OR WHEN NO LONGER NEEDED, WHICHEVER IS EARLIER, DATA SHALL BE RETURNED TO DSHS OR DESTROYED IN ACCORDANCE WITH DSHS IT SECURITY POLICY. MEDIA ON WHICH DATA MAY BE STORED AND ASSOCIATED ACCEPTABLE METHODS OF DESTRUCTION ARE AS FOLLOWS:**

<b>Data stored on:</b>	<b>Will be destroyed by:</b>
Server or workstation hard disks	Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data Degaussing sufficiently to ensure that the data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.

Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a course abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding
Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data Physically destroying the disk Degaussing magnetic media sufficiently to ensure that the data cannot be reconstructed, or

**IV. NOTIFICATION OF COMPROMISE OR POTENTIAL COMPROMISE. THE COMPROMISE OR POTENTIAL COMPROMISE OF DSHS SHARED DATA MUST BE REPORTED TO THE DSHS CONTACT DESIGNATED ON THE CONTRACT WITHIN ONE (1) BUSINESS DAY OF DISCOVERY.**

**Data shared with Sub-contractors.** If DSHS data provided under this contract is to be shared with a sub-contractor, the contract with the sub-contractor must include all of the data security provisions within this contract and within any amendments, attachments, or exhibits within this contract. If the contractor cannot protect the data as articulated within this contract, then the contract with the sub-contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

# Exhibit B



**Tribal-State Agreement Regarding Access to Data in FamLink**

**USER APPLICATION AND ACKNOWLEDGEMENT**

As an Indian Child Welfare worker for the \_\_\_\_\_ Tribe/Nation, I am applying for access to data in the DSHS Children’s Administration Statewide Automated Child Welfare Information System (SACWIS), which is known as “FamLink.”

I understand agree that:

1. \_\_\_\_ I will have the ability to read – but not create or modify – child welfare records and related information contained FamLink, that pertains to children and families who have been identified as members of the Port Gamble S’Klallam Tribe.  
  
\_\_\_\_ I will have the ability to enter data related to children served by the Tribe in order to reconcile payments for foster care maintenance and services.
2. I must limit my access of information to cases that are open for child abuse/neglect investigations or for services.
3. I may only access the “Health Records” section of FamLink if I have written permission from all individuals who are named as subjects of the records, from Children’s Administration, or I have a court order, or legal authority to view the records. In the event that these records are inadvertently accessed, I will immediately notify my supervisor of the unpermitted access.
4. If I have a right to access the “Health Records” section of FamLink, I will limit my access the minimum necessary to carry out my responsibilities as a child welfare worker.
5. I will only access, use, or disclose data in FamLink to carry out my responsibilities as a child welfare social worker or service provider, or as otherwise authorized by law or court order.
6. I will not divulge, transfer, sell, or otherwise make known to unauthorized persons any data contained in FamLink.
7. I understand that state law governs my access to, use of and disclosure of records contained in FamLink and I agree to abide by state law.

I have been informed and understand that FamLink has the ability to and will track who has used the system to access specific records or parts of records, that CA has the right, at any time, to monitor, audit and review FamLink user activities with regard to access, use, and disclosure of information in FamLink, and that CA has the right to terminate my access to FamLink.

I certify that I have viewed and understand the “Confidentiality of Child Welfare Records” developed by Children’s Administration.

---

Printed Name

---

(Signature) (Date)



# Exhibit C



## **DSHS STATE WIDE SERVICES**

### **OUT-OF-HOME SERVICES**

#### **1. Foster Care**

Purpose: The Port Gamble S'Klallam Tribe operates an independent foster care licensing program. Even so, the Tribe may request the use of CA licensed foster care for children and youth based on particular needs of the family.

Parent(s) must be involved with Tribal Social Worker. Once an intake referral is assigned, CA-DCFS shall provide an assessment of placement request and need. Factors that determine ability to develop placement include the availability of an appropriate placement resource with preference given to a Native American placement resources and needs of child. Tribal or State Court validation of the voluntary placement is necessary prior to the actual placement.

#### **2. Residential Treatment/Group Care**

Purpose: Residential placement of a child/youth that has significant behavioral, emotional, and physical problems, which require a more restrictive placement setting. Residential services may also be provided to a child in the child's own home. All residential treatment and group care slots (Behavior Rehabilitative Services "BRS") are contracted with private providers.

Less restrictive placement options considered or attempted. Other services such as counseling for child and mainly have been in place and have not been successful in improving the situation. Placement will be subject to local budget and available placement resources. Group Care (GC) packet to compete with the assistance of assigned DCFS Social Worker and sent through DCFS for the approval process. If placement is on a voluntary placement MOA, then it needs to be either Tribal or State court validated. Budget limitations need also to be considered with all placement requests.

#### **3. Children's Hospitalization Alternative Program (CHAP)**

Purpose: Prevent psychiatric hospitalization of a child or provide services to a child or family coming out of psychiatric hospitalization settings.

Parent(s), guardian, or person(s) having legal custody shall be involved with the Tribal Social Worker. Once CWS intake referral is assigned, DCFS shall provide an assessment of placement request and need. Factors that determine ability to develop placement include the availability of an appropriate placement resource with preference given to an appropriate placement resource with preference given to Native American placement

resources and behavioral needs of the child. Tribal or state Court validation of the voluntary placement is necessary prior to the actual placement.

**4. Family Team Decision Making (FTDM)**

Purpose: To make the safest, least restrictive placement for children who are placed out of home or are at eminent risk of placement. The FTDM is held within 72 hours of placement, or when possible, prior to out of home placement.

Structure: When a child is placed or is at imminent risk of placement, Family Team Decision Making (FTDM) takes place in a facilitated meeting. The meeting includes family members, extended family members, Tribal members, community members, service providers, social workers, case workers, and others who can help make the safest, least restrictive placement decision for children. FTDMs are facilitated by specially trained facilitators following a specific agenda. The FTDM model recognizes the family is the expert on their children, and works to engage the family and community to make the best decisions regarding safe placement of a child, and building a plan to support that decision

At the present time, FTDMs are facilitated by Children’s Administration facilitators. Family Team Decision Making Facilitator training is available to all Tribes to enable them to facilitate Tribal FTDMs.

**5. Income Eligible Daycare**

Purpose: To provide daycare for low income working families. The Income Eligibility Daycare Social Worker will determine each family’s eligibility based on household income and household size.

**6. CPS/CWS Daycare**

Purpose: To support Children in their homes by providing parents respite time to go to appointments, counseling, therapy, etc., and provide the children with socialization opportunities. This is a time-limited, parents must have a service contract, no other resources such as relatives, without regard to income. Eligibility for services is also contingent on office budget for this program.

**7. Home Based Services (HBS)**

Purpose: Prevention of placement. These funds are usually used to access concrete services to meeting the needs of families at risk.

Eligibility is based on need as assessed by DCFS and the Tribe with assessment based on placement prevention. Each DCFS office has a limited budget. Priority given to children and families under court supervision.

## **9. Sexually Aggressive Youth Services**

Purpose: Provide assessment/evaluation and treatment services to individuals identified as Sexually Aggressive Youth (SAY) or with sexual behavior problems.

Service: Expected to help youth internalize coping strategies, transition from treatment and independently apply their newly learned skills. It is an expectation that

- Decrease the youth's sexual victimization of others,
- Decrease the youth's inappropriate sexual acting out, and
- Increase competency and progress in the prescribed treatment components.

## **10. Behavioral Rehabilitation Services**

The Behavior Rehabilitation Services (BRS) is a temporary intensive wraparound support and treatment program for youth with extreme, high level service needs used to safely stabilize youth and assist in achieving a permanent plan or a less intensive service. These services can be provided in an array of settings and are intended to:

- Safely keep youth in their own homes with wraparound supports to the family
- Safely reunify or achieve alternative permanency more quickly
- Safely increase family based care by using a wraparound approach
- Safely reduce length of service by transitioning to a permanent resource or less intensive service

The desired outcomes for this service, is to increase the child's behavioral stability, increase school stability, increase placement stability and increase potential to reach permanency. A major focus is to develop necessary supports which would allow the child to maintain or develop a permanent family connection and to reside in his/her own community in an identified permanent resource.

## **11. Services available to help runaway or at-risk youth and their families.**

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

FRS is a voluntary program serving runaway adolescents, and youth in conflict with their families. The program targets adolescents between the ages of 13 through 17. FRS services are meant to resolve crisis situations and prevent unnecessary out of home placement. They are not long-term services. The services will assess and stabilize the family's situation. The goal is to return the family to a pre-crisis state and to work with the family to identify alternative methods of handling similar conflicts. If long-term services needs are identified, FRS will help facilitate getting the youth and his/her family into on-going services.

FRS services may include, but are not limited to:

- Short term family counseling
- Crisis Residential Center CRC services

- Referrals for substance abuse treatment and / or counseling
- Referrals for mental health services
- Short-term placement
- Family Assessments in conjunction with juvenile court services

## **B. HOPE Centers**

The HOPE Act legislation, passed in 1999, created two new programs to address street youth: HOPE Centers and Responsible Living Skills Programs. HOPE Centers provide temporary residential placements for street youth under the age of 18. These are homeless youths living on the street or other unsafe locations. Youth may self-refer to a HOPE Center for services. Entering a HOPE Center is voluntary. While residing in a HOPE Center, each youth will undergo a comprehensive assessment to include:

- The youth's legal status
- A physical examination
- A mental health evaluation
- A Chemical abuse evaluation
- An educational evaluation of their skills, along with any learning disabilities or special needs

The purpose of the assessment is to develop the best plan for the youth. The plan should focus on finding a permanent and stable home for the youth. This plan might include reunifying the youth with his or her parent(s) or legal guardian and/or getting the youth into a transitional living situation and off the stre

## **C. Crisis Residential Centers**

Crisis residential centers (CRC) are short-term, semi-secure facilities for run-away youth, and adolescents in conflict with their families. Youth cannot remain in a CRC more than 5 consecutive days. Counselors at the CRC (typically, in collaboration with an FRS Social Worker) work with the family to resolve the immediate conflict. Counselors will help the youth and the family develop better ways of dealing with conflict in the future. The goal is to reunite the family and youth wherever possible. The family will also be referred for additional services of other needs are identified.

## **D. Secure Crisis Residential Centers**

The "Becca Bill" (named after a runaway youth who was subsequently killed) established secure crisis residential centers for runaway youth. The Becca Bill authorized law enforcement to pick up runaway youth, or youth found in "dangerous circumstances" and place them in these physically secure, short-term residential facilities. Youth may not remain in a SCRC longer than 5 consecutive

days. Youth may transfer between a SCRC and a CRC, but the total length of stay may not exceed 5 consecutive days. SCRC counselors work with families to resolve the immediate conflict, facilitate reconciliation between parent and youth, and provide referral to additional services.

#### **E. Preservation Services**

Preservation Services include Family Preservation Services (FPS) and intensive family Preservation Services (IFPS). Family Preservation Services (FPS): Available to families whose children face substantial likelihood of being placed outside of the home or to reunify a child with their family from out-of-home care. FPS is available to families within 48 hours of referral and is offered for a maximum of six months by a contracted services provider. FPS is designed to support families by strengthening their relationships with a variety of community resources. Intensive Family Preservation Services (IFPS): When a family has a child whom the department believes is at imminent risk of foster care placements, the family can be referred for Intensive Family Preservation Services (IFPS) is a voluntary service that provides up to 20 hours of in-home therapist time each week, for about a forty (40) day period of time. Services are available seven (7) days a week, twenty-four (24) hours a day. Interventions are focused on improving the ability of the family to overcome a crisis situation and to remain together safely.

### **12. Specialized services available to dependent, adolescent youth in foster care.**

#### **A. Independent Living Services**

Young adults in foster care can receive Independent Living Services to help prepare them for independence before they must leave foster care because they have reached legal adulthood. Throughout the state, community-based agencies and federally recognized Tribes contract with the DFCS to provide skills-based services in the areas of education, employment, housing and life skills to youth over the age of 13.

#### **B. Transition to Independence Program**

Former foster care youth ages 18 through 20 who have at least one documented Independent Living Skills plan prior to leaving care may now receive services designed to assist the youth in achieving self sufficiency. Services may include assistance in employment, education and/or housing.

#### **C. Responsible Living Skills Program**

The RLS program is intended to provide permanent residential placements for youth who are dependent (in the legal custody of the Division of Children and Family Services) ages 16-18 who have not found success in

other, traditional, state placement. These youth have been living on the streets or other unsafe locations. Occasionally, youth age 14 or 15 may qualify for residence in an RLS program. Many of these youth will have been placed into RLS programs after living in a HOPE center. RLS programs will help the youth develop independent living skill in a number of areas:

- Basic education, e.g., GED;
- Job Skills;
- Basic life skills: 1) Money Management, 2) Nutrition/Meal preparation, 3) Household skills, 4) Parenting, 5) Health care, 6) Access to community resources, and 7) Transportation and housing options.

#### **D. Education & Training Voucher**

The federal Chafee Act makes funds available to States (& Tribes) to provide Educational & Training Voucher (ETV) funds to eligible youth. The State ETV program provides up to \$3,000 to supplement a student's cost of attendance at an accredited college nationwide. Youth may apply to receive funds up to age 21, youth who access funds & are enrolled at age 21 may receive funds until age 23. Youth must maintain satisfactory academic progress & be in good standing with all other program requirements to maintain their eligibility.



# Exhibit D



**CONFLICT RESOLUTION PROCESS**  
**General Terms and Conditions**

1. The Parties agree to work cooperatively to accomplish all of the terms of this Agreement, however, acknowledge that there may be instances in which either the Tribe or the Department has not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such an instance, the Tribe and the Department agree to refer the matter to non-binding mediation.
2. Either Party may request that a mediator be selected to assist in resolving any conflict or dispute. The mediator shall be jointly selected and shall be approved by both the Tribe and the Department. The cost of a mediator shall be born equally by the Tribe and the Department with neither Party using funds dedicated for the programs or services contained in this Agreement.
3. If the mediator cannot resolve the conflict or dispute then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three (3) individuals; one (1) selected by the Tribe, one (1) selected by the Department and a third party to be chosen by the first two. The Disputes Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Disputes Board shall be final and binding on both parties.

