

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SUQUAMISH TRIBE AND  
DSHS CHILDREN'S ADMINISTRATION FOR SHARING RESPONSIBILITY IN  
DELIVERING CHILD WELFARE SERVICES TO CHILDREN OF THE SUQUAMISH  
TRIBE**

**I. INTRODUCTION**

This memorandum of agreement is entered into between the Suquamish Tribal ICW Program (Suquamish ICW) and the Washington State Department of Social and Health Services Children's Administration (CA), each acting in its representative capacity. This Agreement is based on the fundamental principles of the government-to-government relationship acknowledged in the 1989 Centennial Accord.

This Agreement recognizes the sovereignty of the Tribe and of the State of Washington and each respective sovereign's interests.

**II. PURPOSE**

Washington State law authorizes CA to provide for the care of Indian children who are in the custody of an Indian Tribe, pursuant to a tribal court order, subject to the same eligibility standards and rates of support applicable to children in the custody of the CA, pursuant to a state juvenile court order. The purpose and objective of this agreement is to clarify the roles and responsibilities of the Tribe and CA, and to enhance coordination and cooperation between the Tribe and CA, in providing appropriate child welfare services to Indian children who are under the jurisdiction of the tribal court and to coordinate with the Tribe when its children are in the custody of CA and under the jurisdiction of a state juvenile court. The overarching purpose of this agreement is the safety and well being of Indian children.

**III. AUTHORITY**

The Indian Child Welfare Act (ICWA), 25 U.S.C. § 1919, authorizes states and tribes to enter into agreements for the care and custody of Indian children. Under the Tribal-State Agreement, both the Tribe and CA are authorized to enter into this agreement. Additionally, the Tribe is specifically authorized to enter into this agreement by Suquamish Tribal Code §8.1.43. The CA is specifically authorized to enter into this agreement by RCW chapter 39.34, the Interlocal Cooperation Act, which permits an agency to enter into an agreement with an Indian tribe for their mutual advantage and cooperation. CA recognizes that the Tribe's execution of this agreement does not constitute a waiver of its right to sovereign immunity.

**IV. JURISDICTION**

"Jurisdiction" as used in this agreement means the legal authority of a state or tribal court to hear a juvenile dependency action or other related juvenile matter. The Tribe and CA acknowledge that either or both may be involved in providing services to Tribal children regardless of which court has jurisdiction over a child's case.

The Tribal court has exclusive jurisdiction over any child custody proceeding involving an Indian child who resides on or is domiciled on the Tribe's reservation.

The Tribe has the right to intervene at any point in a State Juvenile Court proceeding involving a child who is a member of or is eligible for membership in the Tribe. CA agrees to assist the Tribe in achieving intervention in such cases. If a State Court Action is commenced, CA will not oppose transfer of jurisdiction when requested by the Tribe and under the guidelines of the ICWA 25 USC §1911(b).

## **V. INVESTIGATIONS OF CHILD ABUSE AND NEGLECT**

### **A. WITHIN THE SUQUAMISH RESERVATION**

1. The Suquamish ICW will investigate allegations of child abuse and neglect made concerning Suquamish Tribal members and those eligible for membership residing within the Port Madison Indian Reservation.
2. When CA receives a referral of child abuse and neglect concerning a Suquamish Tribal member or person eligible for membership living within the Suquamish Reservation, CPS Intake will contact the Tribe by telephone and transmit the referral to the Suquamish ICW Program as soon as possible normally within one working day. Referrals will be faxed to the Director of Indian Child Welfare (ICW), Suquamish ICW Program at fax number (360) 697-6774. The method and time of notification will be documented by CA.
3. Suquamish ICW and CA will coordinate child abuse and neglect investigations of families living on the Suquamish Reservation who are comprised of both Suquamish members and non-members. CA will participate in investigations on the reservations as requested by the Tribe.
4. At the written request of the Director of the Suquamish Indian Child Welfare Program, CA will assign CPS referrals of Tribal members living within the Suquamish Reservation. These CPS referrals will be given to CPS intake for assignment and investigation. CA will assign these referrals to the state Indian Child Welfare Unit when possible.
5. CA staff investigating referrals of child abuse and neglect within the boundaries of the Suquamish Reservation will notify the Director of ICW prior to entering Tribal lands. Due to the need for immediate response to referrals, leaving voice mail will be considered notification if the ICW Director and staff are not available.
6. For child abuse and neglect allegations investigated by CA on the Port Madison Indian Reservation, CA will contact the Suquamish Tribal Police if law enforcement is necessary for protective issues or for placing children into protective custody.
7. If court intervention appears necessary for Suquamish children investigated by CA, CA will contact the Suquamish Indian Child Welfare Program and they will take over the

investigation. If the Tribe requests CA will be available to testify in Tribal Court as a witness.

#### B. OUTSIDE THE SUQUAMISH RESERVATION

1. CA will investigate all allegations of child abuse and neglect concerning Suquamish Tribal members and those eligible for membership who reside outside of the Suquamish Reservation unless Tribal ICW requests to take the lead on the investigation.
2. CA will notify the Suquamish Indian Child Welfare Director, as soon as possible normally within 24 hours after receiving a CPS referral on a Suquamish Tribal member or person eligible for membership living outside of the Reservation. CPS will give Tribal ICW the opportunity to take the lead on the investigation. If Tribal ICW intends to take the lead on the investigation, they will give CPS written notification of intent to do so.
3. The Suquamish Tribe Indian Child Welfare Director and Suquamish Tribe Indian Child Welfare Program will consult with CA to assist in providing family centered services to Suquamish members. The Tribal staff will provide information on family members who may assist the family or be a placement resource for the children. Tribal staff will identify services which may be helpful to families.
4. IF CA takes the lead on an investigation, CPS will consult with the Tribe to determine whether an allegation is founded or unfounded. CA is ultimately responsible for making decisions regarding allegations in CA investigations. CPS will provide Tribe a CPS investigative report within 45 days (no matter what the finding) and any documentation needed to file a dependency action in Tribal Court.
5. If dependency is necessary for Suquamish Tribal members living outside the boundaries of the Suquamish Reservation, CA will inquire as to whether the Tribe wishes to file in the Suquamish Tribal Court. Only if the Tribe does not plan to file, CA staff will file dependency in the appropriate State Court of jurisdiction.
6. CA will notify the Suquamish Tribal ICW Attorney whenever CA files dependency on Suquamish Tribal members living outside of the Suquamish Reservation. The Tribe will timely be given notice by CA and the opportunity to intervene in the case or transfer the jurisdiction. Notice shall include the dependency petition and any accompanying paperwork filed in the State Court.
7. The Suquamish Tribal ICW Attorney, will notify CA and/or the State Attorney General assigned to the case when the Tribe is requesting to transfer court jurisdiction from State Court to Suquamish Tribal Court. CA will in all cases support transfer of jurisdiction for dependencies of Suquamish member children and those eligible for membership to Suquamish Tribal Court.

8. IF CA is unsure whether a particular allegation occurred within the exterior boundaries of the reservation, CA will inquire of the Suquamish ICW Director of the Port Madison Indian Reservation boundaries.
9. The Suquamish Tribe and CA agree that the safety of children is our highest priority. In cases of emergency, CA and the Tribe will take what measures are necessary to protect children while continuing to respect one another's sovereignty. Case responsibility questions will be resolved on the next working day.

## **VI. SERVICES FOR CHILDREN UNDER THE JURISDICTION OF THE TRIBAL COURT**

1. Children served by the Tribe are eligible for services funded and contracted by CA. Eligibility for these services must be consistent with the eligibility criteria used for children served by CA.
2. When the Tribe requests child welfare services for children and youth being served by the Tribe, CA will:
  - Assign the case to a specific social worker, selected by CA, 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. The CA social worker will not be responsible for case management, but instead will assist the Tribal social worker in accessing services, unless a contract for case management services for the child has been separately entered into.
  - Maintain a child file consisting of the referral information, the Tribal case plan, Tribal court documents, and payment information.
  - 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 CA procedures. The CA social worker will help make the Tribe aware of appropriate services available through CA, as well as how to access those services.
3. Information regarding eligibility will be provided by the Tribal social worker and supplemented by the Tribal social worker when requested. The Tribal social worker has responsibility for recommending and overseeing the administration of services.
4. CA 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.

The Tribe will provide a point of contact to work with CA on service issues.

The CA and Tribal contacts are listed as Attachment A.

## **VII. INFORMATION SHARING AND CONFIDENTIALITY**

1. It is the policy of both the Tribe and CA 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. CA is required to follow state and federal laws governing confidentiality of children's records. The Tribe follows the Suquamish Tribal Code regarding confidentiality which meets or exceeds state and federal law requirements to protect the records of children receiving services from CA.
2. CA 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.
3. CA and the Tribe agree to share pertinent information necessary to assess current safety threats and impending danger.

## **VIII. SERVICES FOR TRIBAL CHILDREN UNDER THE JURISDICTION OF THE STATE COURT**

1. If a child who is or may be eligible for membership in the Tribe is the subject of a dependency action filed by CA in the juvenile court of the State of Washington, CA will timely notify the Tribe of its right to intervene and/or transfer in the action.
2. If jurisdiction of the action is not transferred to Tribal court, then the Tribe will designate a specific social worker to work with the CA social worker to assist in locating an appropriate placement and to consult with the CA social worker in developing an appropriate case plan.
3. If CA has placement authority for a Tribal child, placement shall be within reasonable proximity to the child's home when possible and appropriate. Placement shall in all cases be discussed with the Tribal ICW. Placement decisions shall be consistent with the following Tribal preferences and shall be with
  - The home of an extended family member. If there are several equally qualified homes, then the one closest to the reservation.
  - A private home recommended by Tribal ICW
  - A foster home approved or licensed by the Tribe
  - Another facility approved by the Tribe.

4. 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.
5. The Tribe and CA will work together to develop a plan for any Tribal child who is placed in a non-Tribal foster home to assist the child in developing or maintaining an understanding of the Tribe's customs, traditions and history.
6. The CA will provide for reasonable visitation (supervised or otherwise) between parents and children if feasible and recommended by the Tribe as appropriate in the best interests of the child.

#### IX. CONFLICT RESOLUTION

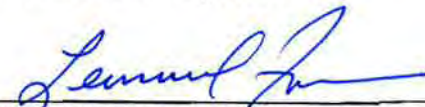
Disputes and disagreements will be addressed in a timely manner. It is the expectation of the Tribe and CA that staff at all levels will inform their immediate supervisor of any unresolved issues. If supervisors are unable to resolve the conflict, a meeting will be scheduled with the Director of Suquamish Indian Child Welfare Program and the appropriate Area Administrator. If the conflict continues, the Director of Suquamish Indian Child Welfare Program and the Regional Administrator will have a meeting and attempt resolution. If there is no resolution at this level either party may elevate the issue to the appropriate level. The Tribe and CA agree to follow the process outlined in the 7.01 Administrative Policy. The Tribe always has the right to raise issues to the Assistant Secretary, Secretary or the Governor.


#### X. EFFECT AND MODIFICATION

This is a working document to guide the Tribe and CA in supporting Indian children in need of services. Its description of services may be changed as programs are added or eligibility requirements are changed.

This agreement will be reviewed every two years and will continue in effect until modified or terminated.

This agreement may be modified or terminated at any time by mutual agreement of the Tribe and CA and is subject to state and federal law and Tribal code, as they exist and as amended during the course of this agreement.

  
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**LEONARD FORSMAN,**  
**SUQUAMISH TRIBAL CHAIRMAN**

  
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**NANCY SUTTON, CA REGION 3**  
**REGIONAL ADMINISTRATOR**

8/29/2011  
 \_\_\_\_\_  
 Date

9/26/11  
 \_\_\_\_\_  
 Date

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**August 2011**

**ATTACHMENT A**

**Suquamish Tribe**

<b>Name</b>	<b>Title/Role</b>	<b>Telephone #</b>	<b>E-Mail Address</b>
Dennis Deaton	Director	(360) 394-8478	<a href="mailto:ddeaton@suquamish.nsn.us">ddeaton@suquamish.nsn.us</a>
Vicky Doyle	Supervisor	(360) 394-8479	<a href="mailto:vdoyle@suquamish.nsn.us">vdoyle@suquamish.nsn.us</a>
Heather Zaiss	Case Manager	(360) 394-8481	<a href="mailto:hzaiss@suquamish.nsn.us">hzaiss@suquamish.nsn.us</a>
Elena Ramos	Case Manager	(360) 394-8477	<a href="mailto:eramos@suquamish.nsn.us">eramos@suquamish.nsn.us</a>
Renee Peleti	Secretary	(360) 394-8480	<a href="mailto:rpeleti@suquamish.nsn.us">rpeleti@suquamish.nsn.us</a>
Liz McCormack	Attorney	(360) 394-8489	<a href="mailto:lmccormack@suquamish.nsn.us">lmccormack@suquamish.nsn.us</a>
FAX	FAX	(360) 697-6774	N/A

**CA Staff**

<b>Name</b>	<b>Title/Role</b>	<b>Telephone #</b>	<b>E-Mail Address</b>
Nancy Sutton	Regional Administrator	(253) 298-6258	<a href="mailto:Sutn300@dshs.wa.gov">Sutn300@dshs.wa.gov</a>
Barbara Geiger	Deputy Regional Administrator	(253) 983-6251	<a href="mailto:Geib300@dshs.wa.gov">Geib300@dshs.wa.gov</a>
Vacant	Bremerton Area Administrator	Vacant	Vacant
Veronica Hinojosa	ICW Lead	(253) 298-6286	<a href="mailto:Hive300@dshs.wa.gov">Hive300@dshs.wa.gov</a>
Darlene Kennedy	Bremerton ICW CFWS Supervisor	(253) 475-3503	<a href="mailto:Kli1300@dshs.wa.gov">Kli1300@dshs.wa.gov</a>
Scott Adams	Intake Supervisor	(360) 475-3663	<a href="mailto:Adsc300@dshs.wa.gov">Adsc300@dshs.wa.gov</a>
Laura Thompson	Bremerton CPS Supervisor	(253) 298-6258	<a href="mailto:Latu300@dshs.wa.gov">Latu300@dshs.wa.gov</a>
Diane Waddington	Bremerton ICW Liaison/LICWAC Facilitator	(360) 475-3532	<a href="mailto:Wadi300@dshs.wa.gov">Wadi300@dshs.wa.gov</a>