

**MEMORANDUM OF AGREEMENT BETWEEN CENTRAL COUNCIL TLINGIT &  
HAIDA INDIAN TRIBES OF ALASKA AND DCYF FOR SHARING RESPONSIBILITY  
IN DELIVERING CHILD WELFARE SERVICES TO CHILDREN OF THE CENTRAL  
COUNCIL TLINGIT & HAIDA INDIAN TRIBES OF ALASKA**

**I. INTRODUCTION**

This Memorandum of Agreement (Agreement) is entered into between the Central Council Tlingit & Haida Indian Tribes of Alaska (the Tribe) and the Washington State Department of Children, Youth, and Families (DCYF) each acting in its representative capacity. This Agreement is based on the fundamental principles of the government-to-government relationship acknowledged in the federal Indian Child Welfare Act (ICWA), the Washington State Indian Child Welfare Act (WICWA), and the collaborative relationship developed by the Tribe and DCYF through contract, practice, and policy. A compilation of laws stating DCYF's authority and guiding its child welfare activities is set forth in Attachment A of this agreement.

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

The Tribe and DCYF acknowledge that a court of either the Tribe or state of Washington may have jurisdiction over a child welfare proceeding. Each acknowledges that the law of the jurisdiction in which a child welfare judicial proceeding is initiated and maintained is sovereign within that jurisdiction and governs the proceeding.

This Agreement only applies to children located within Washington state.

The Tlingit & Haida Tribe has over 5,000 tribal citizens residing in Washington. To help reduce the number of their children in out of home care the tribe has opened a Family Services Office in Lynwood, WA. The goal of Tlingit & Haida is that all Tribal citizens maintain a high quality of life and are free of child abuse and neglect and supported by their Tribe regardless of physical location. This Agreement will help define ways DCYF and the Tribe can collaborate when working with Tlingit & Haida families.

**II. PURPOSE**

The purpose and objective of this agreement is to clarify the roles and responsibilities of the Tribe and of DCYF, to clarify the responsibilities of the Tribe and DCYF when child welfare services are provided to Indian children, to enhance coordination and cooperation between the Tribe and DCYF 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 DCYF and under the jurisdiction of a state juvenile court. The overarching purpose of this agreement is the safety and well-being of Indian children.

Washington's state law authorizes DCYF 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 DCYF, pursuant to a state juvenile court order.

### III. AUTHORITY

The 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 DCYF are authorized to enter into this agreement. Additionally, the Tribe is specifically authorized to enter into this agreement by **[Tribe may want to enter something here such as the Tribal code or Tribal resolution # or Tribal Council]**. DCYF 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. DCYF recognizes that the Tribe's execution of this agreement does not constitute a waiver of its right to sovereign immunity.

### IV. DEFINITIONS

**“Indian child”** means an unmarried and unemancipated Indian person who is under eighteen years of age and is either: (a) A member of v the Central Council Tlingit & Haida Indian Tribes of Alaska; or (b) eligible for membership in the Central Council Tlingit & Haida Indian Tribes of Alaska. The Tribe has sole authority to determine whether a child is a member or eligible for membership in the tribe.

**“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 DCYF acknowledge that either or both of their child welfare programs may be involved in providing services, including child protective services and child and family welfare services, to Tribal children regardless of whether a court action has been initiated, or which court has jurisdiction over a child's case.

**“Notice” and “notify.”** For purposes of this Agreement notice and notify use their common language definition, NOT the definitions contained in RCW 13.38.070 or 25 U.S.C. 1912.

### V. CHILD PROTECTIVE SERVICES

#### **Introduction**

1. DCYF will follow its policy for contacting and coordinating with federally recognized tribes with offices located in Washington state when there is an intake involving a family that is or may be affiliated with the Tribe. Notification will be in writing, or by phone, fax, or email, within one business day, including intakes that are not screened in by DCYF for investigation. The method and time of notification will be documented by DCYF. The method preferred by the Tribe is by (email at [wicwamail@ccthita-nsn.gov](mailto:wicwamail@ccthita-nsn.gov)).

2. The Tribe will have read-only FamLink access.
3. If an allegation involves apparent criminal activity that occurred in Washington, state/local law enforcement where the alleged abuse or neglect occurred will be notified.
4. DCYF agrees to inform the Tribe of the outcome of CPS investigations that result in a “founded” for abandonment, child abuse, or child neglect involving Indian children.
5. If a child who is the victim of a CPS allegation is not a ward of the Tribal Court, but is an Indian child, and if the allegation is founded, or if DCYF determines the child is in danger in the home of the parent or other DCYF caregiver, DCYF will notify the Tribe of its intent to provide services or to file a dependency petition. DCYF will give the Tribe an opportunity to file the petition in Tribal Court or collaborate to provide services.
6. DCYF has a two-path response to allegations of child abuse and neglect. Allegations that are screened-in for a response will be assigned by DCYF to either (1) the investigative pathway or (2) to the Family Assessment Response (FAR) pathway.

### **Possible Options for CPS Investigations**

#### **CPS Investigative or FAR Services Off Tribal Lands**

The Tribe and DCYF agree to collaborate in providing CPS investigative or FAR, services and supports to Indian children who are alleged to be abused or neglected in Washington state.

DCYF CPS Intake will notify the Tribe if a child abuse or neglect referral has been received by DCYF, alleging the abuse or neglect of an Indian child. Per DCYF policy, notification will take place within 24 hours if the intake is emergent. If the intake is non-emergent, notification will take place the next business day.

DCYF will give the Tribe an opportunity to participate in the CPS response, either an investigation, FAR. Based on state law and DCYF’s policies and screening tools, DCYF will decide whether the response will be an investigation or FAR.

#### **CPS Investigative Pathway**

1. DCYF CPS investigator directs all aspects of the investigation, including but not limited to deciding which social workers will interview which individuals and which social workers will gather other information.
2. A Tribal social worker will have the opportunity to be present during interviews and investigations of child abuse/neglect allegations. However, a tribal caseworker’s unavailability is not a reason not to meet DCYF timeframes.

3. DCYF will consult with the Tribe in making the determination whether the allegation is founded or unfounded. DCYF has the ultimate responsibility for making this decision.
4. CPS investigation should be completed within the timeframe required by DCYF policy. Upon conclusion of the investigation, the Tribe will be given the investigative report (no matter what the finding).
5. If the allegation is founded for abuse or neglect, under RCW Ch. 26.44 and WAC Ch. 388-15, the subject of the investigation has a right to challenge that finding under state law.

### **CPS FAR Pathway**

1. DCYF and the Tribe will collaborate to identify and develop community supports and services for the family.
2. The DCYF worker will contact the identified Tribal worker and will give that worker an opportunity to participate in the assessment and to be present at family and community meetings to determine safety and service plans. However, a Tribal caseworker's unavailability is not a reason not to meet DCYF timeframes.
3. The DCYF FAR worker has ultimate responsibility for assessing the family's needs and strengths and for arranging for or providing services and supports.
4. The Tribe may determine that it will continue, at its own expense, to provide community or tribal supports and services to the family after the FAR assessment and services are concluded. The Tribe acknowledges that FAR is time limited.

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

1. The Tribal court has exclusive jurisdiction over any child custody proceeding involving an Indian child who is a ward of the Tribal court.
2. Children residing in the Washington state who are served by the Tribe are eligible for services funded and contracted by DCYF. Eligibility for these services must be consistent with the eligibility criteria used for children served by DCYF.
3. DCYF 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 DCYF 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 and services for sexually aggressive youths.

5. When the Tribe requests child welfare services for children and youth being served by the Tribe, DCYF will:
  - i) Assign the DCYF case to a specific social worker. This social worker will recognize that the Tribe has custody of and decision-making authority over the child and be willing to accept the customs and traditions of the Tribe. The DCYF social worker will not be responsible for DCYF case management, but instead will assist the Tribal social worker in accessing services.
  - ii) Maintain a child file consisting of the referral information, the Tribal DCYF case plan, Tribal court documents, and payment information.
  - iii) 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 DCYF procedures. The DCYF social worker will help make the Tribe aware of appropriate services available through DCYF, as well as how to access those services.
6. Information regarding eligibility for services will be provided by the Tribal social worker supplemented by the DCYF social worker when requested. The Tribal social worker has responsibility for recommending and overseeing the administration of services.

## **VII. SERVICES FOR INDIAN CHILDREN UNDER THE JURISDICTION OF THE STATE COURT**

1. If an Indian child is the subject of a dependency action filed by DCYF in the juvenile court of the state of Washington, DCYF will timely notify the Tribe of its right to intervene in the action. The Tribe has the right to intervene at any point in a Washington state juvenile court proceeding involving an Indian child. DCYF agrees to assist the Tribe in achieving intervention in such cases.
2. If jurisdiction of the action is not transferred to Tribal court, then the Tribe will designate a specific person or position to work with the DCYF social worker to assist in locating an appropriate placement and to consult with the DCYF social worker in developing an appropriate case plan.
3. If DCYF has placement authority for an Indian child, placement shall be within reasonable proximity to the child's home when possible and appropriate. DCYF will consider the Tribe's placement preferences. Please see Tribal code Sec. 04.01.004, Attachment B.
4. The Tribe and DCYF will collaborate in a joint effort to establish a mutually acceptable list of qualified experts to testify in state court proceedings involving Tlingit & Haida children. The list will include qualified experts who have knowledge and experience regarding the culture, community, history, and traditions of the Tribe as well as knowledge related to child safety. In the absence of a written list, the Tribe and DCYF will cooperate on a case-by-case

basis to select qualified experts approved by the Tribe. DCYF may use additional experts as provided for in WICWA, codified at RCW 13.38.130.

5. The Tribe and DCYF will work together to develop a plan for any Indian 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.

## **VIII. INFORMATION SHARING AND CONFIDENTIALITY**

1. It is the policy of both the Tribe and DCYF to share with each other information about an Indian child that will assist the other in protecting the child and in assessing the child's need and eligibility for and receipt of services. DCYF 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, or tribal law, if the Tribal Code meets or exceeds state and federal law requirements to protect the records of children receiving services from DCYF.
2. 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 except as provided by law.
3. All confidential information DCYF receives from the Tribe under this Agreement will be kept confidential by DCYF employees as required by state and federal laws.
4. These confidentiality provisions shall not prohibit the Tribe from using child welfare information obtained from DCYF as necessary to commence or maintain a dependency action.

## **IX. COLLABORATIVE ACTIONS**

1. DCYF, through the Alliance for Child Welfare Excellence will provide Tribal ICW staff with the opportunity to take advantage of relevant trainings that are available to DCYF staff.
2. The Tribe will provide technical assistance and consultation on Alaska Native cases, as requested by DCYF.
3. The Tribe will designate at least one candidate from the Tribe for representation on the Local Indian Child Welfare Advisory Committee.
4. The Tribe and DCYF will engage in good faith with the State of Alaska to seek and maintain a memorandum of understanding pursuant to 25 U.S.C. §1919 to address the issue of placement of Indian children who are members or eligible for membership in Tlingit & Haida between the States of Washington and Alaska.

## **X. CONFLICT RESOLUTION**

The Tribe and DCYF agree that if a dispute arises under this Agreement, the process set forth in DCYF's Policy 10.03 will apply.

## **XI. EFFECT AND MODIFICATION**

This is a working document to guide the Tribe and DCYF 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. However, this agreement may be modified at any time by mutual agreement of the Tribe and DCYF. Any modification may be reflected in an addendum and attached to the agreement.

This Agreement is subject to state and federal law and Tribal code, as they exist and as amended during this agreement.

## **ATTACHMENTS**

**ATTACHMENT A** – State and federal laws governing child welfare services

**ATTACHMENT B** – Tribal juvenile code. If the tribe has a juvenile code that is going to be relied on for definitions or standards, then it should be attached as these codes are not always easy to find.



12/4/24

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Richard Peterson, Tlingit & Haida President



12/4/24

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Department of Children, Youth, and Families Secretary