

AGREEMENT REGARDING ADULT PROTECTIVE SERVICES INVESTIGATIONS BETWEEN THE LUMMI NATION AND ADULT PROTECTIVE SERVICES REGION #3 (ASDA)

The following local working procedures relating to Lummi Adult Protective Services are cooperatively developed and agreed to by the Lummi Nation and the Washington State Department of Social and Health Services (DSHS), Aging Disability Service Administration (ADSA) Region #3 (hereinafter the Parties.)

1. Purpose

To establish an agreement between ADSA, Region #3 and the Lummi Nation regarding the investigation of reports of abuse, neglect, exploitation and abandonment of vulnerable adults within the Adult Population of or occurring within the reservation boundaries of the Lummi Nation.

2. Limitation of Subject Matter

The Parties agree and understand that this Agreement is limited to the subject of reporting and investigating complaints of elder abuse/vulnerable adults involving Lummi tribal members or occurring within the boundaries of the Lummi Nation. ADSA shall provide services to individuals within its jurisdiction as defined by the Revised Code of Washington 73.34.

3. Term

The term of this Agreement shall be indefinite. However, the parties shall meet on an annual basis or at the request of either party to review the terms of the Agreement.

4. Termination

Either party may terminate this Agreement by providing 14 days written notice.

5. Agreement

A. INTAKE

ADSA intake will screen all calls/referrals of alleged abuse, neglect, exploitation and abandonment occurring within the Lummi reservation boundaries according to applicable ADSA policy. ADSA will contact the Lummi Nation Senior Services Director or their designee within 24 hours of the next working day of receiving a report that involves a member of the Lummi Nation as either suspect or victim. ADSA will also contact the Lummi Nation Senior Services Director or their designee within 24 hours of receiving a report where the alleged actions took place on the Lummi Reservation, regardless of whether the suspect or victim are thought to be members of the Lummi Nation. In the above situations, ASDA will supply the Lummi Nation Senior Services Director or their designee and the Lummi Police Department with a copy of the APSAS Law Enforcement Referral Report, should one be filed.

B. INVESTIGATION

Prior to ASDA initiating an investigation within the boundaries of the Lummi Nation, they shall contact the Lummi Senior Services Director or their designee to make logistical arrangements and discuss how Lummi Senior Services and Lummi Law Enforcement will be involved in the investigation. As soon as practicable after an investigation has been initiated, ASDA shall make a status report and seek the input of the Lummi Adult Protective Team. This report and consultation may be delayed or eliminated if so requested by law enforcement agencies of either the Lummi Nation or Washington State. ASDA shall defer its investigatory decisions to the Lummi Adult Protective team unless action is non-discretionary under Washington State Law. When an investigation is concluded or closed, ASDA will submit the Outcome Report to the Lummi Senior Services Director and the Lummi Nation Police Department.

C. SERVICES PROVIDED BY ASDA

At the invitation of the Lummi Nation Adult Protective Team, ASDA will provide the following services:

1. Participate in the Lummi Nation Adult Protective Team.
2. Provide Adult Protective Services in accordance with ASDA procedures and guidelines.
3. Provide Investigatory services for cases involving members of the Lummi Nation as victim, suspect, or witness, as well as cases involving actions taking place on the Lummi Reservation.

D. MODIFICATION AND TERMINATION

Modifications to this Agreement must be by mutual ascent of the parties, and committed to writing. Either party may terminate this Agreement by providing written notice to the other party.

Terry Marker, Regional Administrator for Region #3 Home and Community Services

T. Marker date 6-6-05

Adrienne Hunter, Director of Family Services, Lummi Nation

[Signature] date 7-11-05

*see attached resolution
RESOLUTION # 2005-098*



LUMMI INDIAN BUSINESS COUNCIL

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RESOLUTION # 2005-098 OF THE LUMMI BUSINESS COUNCIL

TITLE: Approval of Memorandum of Understanding between Lummi Family Services and Washington State Adult Protective Services

WHEREAS, the Lummi Indian Business Council (LIBC) is the duly constituted governing body of the Lummi Indian Reservation by the authority of Constitution and By-Laws of the Lummi Nation of the Lummi Reservation, Washington; and

WHEREAS, the LIBC has the authority and responsibility to provide for the well-being of the Lummi people pursuant to Lummi Constitution, Art. I, Sec. 1(i); and

WHEREAS, the Elders of the Lummi Nation are a most precious and honored resource; and

WHEREAS, the Elders of the Lummi Nation are sometimes vulnerable and susceptible to physical, emotional and financial abuse; and

WHEREAS, the Lummi Nation Division of Family Services does not have the resources to investigate and take action on reports of elder abuse; and

WHEREAS, the Lummi Family Services has worked with Lummi Victims of Crime, representatives from Little Bear Creek Elder Living Facility, the Office of the Reservation Attorney, and Washington State Adult Protective Services (WAPS) to develop a Memorandum of Understanding whereby WAPS will assist the Lummi Nation in protecting its elders; and

WHEREAS, the attached Memorandum of Understanding has been reviewed and approved by the Lummi Nation Health Commission; and

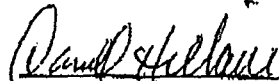
WHEREAS, the aforementioned team of Lummi Nation employees recommends that the attached Memorandum of Understanding be adopted by the LIBC to assist in the protection of Lummi Nation elders.

NOW THEREFORE BE IT FURTHER RESOLVED, the LIBC approves a Memorandum of Understanding with Washington State Adult Protective Services in substantial conformance to that attached, in order to facilitate the protection of Lummi Elders; and

BE IT FURTHER RESOLVED, that the Director of Lummi Family Services is hereby authorized to execute the MOU on behalf of the LIBC; and

BE IT FINALLY RESOLVED, that the Chairman (or the Vice Chairman in his absence) is hereby authorized and directed to execute this resolution and any documents connected therewith, and the Secretary (or the Recording Secretary in her absence) is authorized and directed to execute the following certification.


LUMMI NATION



Darrell Hillaire, Chairman
Lummi Indian Business Council

CERTIFICATION

As Secretary of the Lummi Indian Business Council, I hereby certify that the above Resolution #2005-098 was adopted at a Regular Meeting of the Council held on the 11th day of July, 2005, at which time a quorum of 8 was present by a vote of 7 For, 0 Against, and 0 Abstention(s).



Timothy Ballew, Sr. Secretary
Lummi Indian Business Council

