

COOPERATIVE AGREEMENT

Between

Suquamish Tribe

and

**Department of Social and Health Services, Aging & Disability Services Administration,
Home and Community Services Division/Adult Protective Services**

This Cooperative Agreement ("Agreement") is executed between the Suquamish Tribe ("Tribe") and the Washington State Department of Social and Health Services ("DSHS"), Aging & Disability Services Administration ("ADSA"), Home and Community Services Division, Adult Protective Services ("APS") to provide a direct government-to-government relationship between the Tribe and the State for enhancing and strengthening a cooperative framework that addresses jurisdictional issues, coordination, and assistance associated with reported allegations of abuse of vulnerable adults involving Native Americans residing within the exterior boundaries of the Port Madison Indian Reservation ("PMIR"), and that involve victims who are Suquamish tribal members and descendants who reside outside the boundaries of the PMIR but within other areas of Kitsap County.

WHEREAS, the Tribe is a federally recognized Indian Tribe located on the PMIR in Kitsap County, Washington and has a vital interest in, and responsibility for, the planning and protection of the public health, safety, economic welfare, and resource management needs and interests of its tribal members and their families; and

WHEREAS, the Suquamish Tribal Code ("STC"), Chapter 8.7, Elder Abuse Code, governs the protection of elders and other vulnerable adults (collectively "vulnerable adults") within the jurisdiction of the Suquamish Tribe who are at risk of abuse, neglect, and exploitation, and may need the protection of the tribal court; this code provides for reporting, investigation of allegations of abuse, neglect, self-neglect, and financial exploitation of vulnerable adults, and provides protective services to prevent further exploitation; and

WHEREAS, under STC § 3.2 Jurisdiction and Applicable Law, Suquamish tribal members, descendants, other members of federally recognized Indian tribes, Alaska Natives and other natives who reside within the boundaries of the PMIR are under the exclusive jurisdiction of and are subject to the laws of the Tribe; and

WHEREAS, the 1989 Centennial Accord was executed between the federally recognized Indian tribes of Washington and the State of Washington in order to better achieve mutual goals through an improved relationship between these sovereign governments and to facilitate a government-to-government relationship, and to create implementation procedures to assure execution of that relationship; and

WHEREAS, the DSHS is the designated authority for Washington State and by and through ADSA/APS, DSHS has primary responsibility for investigating allegations of abandonment, abuse, neglect, self-neglect and financial exploitation of vulnerable adults and providing protective and other services within the State of Washington in accordance Chapter 74.34 of the Revised Code of Washington ("RCW"); and

WHEREAS, the State Centennial Accord Plan for DSHS is effectuated through Administrative Policy 7.01 and 7.01 Implementation Plans that create implementation procedures, provide a framework for enabling government-to-government relationships, and provide a mechanism to evaluate progress toward meeting goals and objectives; and

WHEREAS, in furtherance of the 7.01 Implementation Plans, the Tribe and APS have a strong interest in maintaining a cooperative relationship to provide services to native and non-native vulnerable adults who reside on the PMIR and within other areas of Kitsap County while acknowledging jurisdiction of the Tribe and the State and are committed to maintaining a mutually supportive working relationship that will facilitate the protection of vulnerable adults within Kitsap County.

THEREFORE, the Tribe and DSHS and ADSA/APS (the "Parties") agree as follows:

ROLES AND RESPONSIBILITIES

A. ADSA/APS Intake

1. Intake Reports of Alleged Abuse Concerning Native Americans Residing Within the Boundaries of the PMIR.
 - a. Within 24 hours upon receipt of an allegation of abuse (Intake Report) that meets the definition of a vulnerable adult under RCW 74.34 and that arise within the boundaries of the PMIR, the APS Intake Worker will contact the Tribe's Human Services Office 360-394-8474 or 360-394-8425 to verify whether the alleged victim or alleged perpetrator is an enrolled Suquamish tribal member/descendant, a member of any other federally recognized tribe, or an Alaskan Native. This process will occur anytime there is reason to suspect the alleged victim may be affiliated with the exclusive jurisdiction of the Suquamish Tribe. If there is no response from the Tribe's Human Services Office, then APS Intake will call the Suquamish Tribal Police 360-394-8540 or 360-394-8539 to verify membership/descendant of the Suquamish Tribe, other federally recognized tribe, or Alaskan Native.
 - b. All referrals where the alleged victim meets the definition of a vulnerable adult under RCW 74.34 and where an allegation of abandonment, abuse, neglect, self-neglect or financial exploitation exist, the referral will be assigned for investigation. If the alleged victim/perpetrator resides or the conduct arose within the boundaries of the PMIR, then the assigned APS investigator will contact the Tribe's Human Services Office and inquire if the Tribe maintains exclusive jurisdiction over the alleged victim and/or the alleged perpetrator. If the Tribe maintains exclusive jurisdiction over either party, then the APS investigator will refer the case to the Tribe and APS will close the case.
 - c. For those cases where APS has knowledge that the Suquamish Tribe has exclusive jurisdiction over a vulnerable adult and the allegations of abandonment, abuse, neglect, self-neglect or financial exploitation meets the definition under STC Chapter 8.7, then

APS will forward a copy of the Screened-Out Intake Report (reporter's name redacted) to the Tribe's Human Services Office by confidential facsimile at 360-598-6740 or will email the Director or Social Worker. Screen-Out Intake Reports that meet the above criteria and that are received by ADSA/APS during normal business hours (Monday through Friday, 8:00 am – 5:00 pm, excluding holidays) will be forwarded to the Tribe's Human Services Office within 24 hours of the completion. The Screened-Out Intake Report (If Known) should include the specific allegations of abandonment, abuse, neglect, self-neglect or financial exploitation of vulnerable adults; the location where the abuse/neglect occurred; and the identity of the alleged victim and the alleged perpetrator.

- i. The APS Intake Worker will forward a copy of the Screened-Out Report (APS declines to assign for investigation) and the Suquamish Tribe shall proceed with the case in accordance with tribal law.
- ii. ADSA/APS shall maintain jurisdiction for all other cases involving a vulnerable adult and where there are allegations of abandonment, abuse, neglect, self-neglect or financial exploitation as defined in RCW 74.34 who are non-native alleged victims and/or non-native alleged perpetrators who reside within the boundaries of the PMIR.

2. Referrals to Law Enforcement For Crimes Arising Within the Boundaries of the PMIR.

a. ADSA/APS shall immediately report crimes or suspected criminal activity on the PMIR to the Suquamish Tribal Police at 360-394-8540/360-394-8539 or Fax Number 360-598-4414.

3. Vulnerable Adults Who are Suquamish Tribal Members/Descendants Residing Outside the Boundaries of the PMIR and within Kitsap County.

a. The Tribe and the State have concurrent jurisdiction over alleged vulnerable adult victim(s) who are members/descendants of the Tribe and who reside within Kitsap County but at locations outside the boundaries of the PMIR.

- i. For those cases where the Tribe and the State have concurrent jurisdiction over an alleged victim who is a Suquamish member/descendant, who meets the definition of a vulnerable adult under RCW 74.34 and STC 8.7, and there are allegations of abandonment, abuse, neglect, self-neglect or financial exploitation of vulnerable adults, then APS will forward a copy of the Intake Report (reporter's name redacted) to the Tribe's Human Services Office. The intake report will be sent to a confidential facsimile at 360-598-6740 or will be emailed to the Director or Social Worker. The intake report will include (If Known) the specific allegations of abandonment, abuse, neglect, self-neglect or financial exploitation; the location where the abuse/neglect occurred; and the identity of the alleged victim within 24 hours of the completion of an Intake Report received by ADASA/APS during normal

business hours (Monday through Friday, 8:00 am – 5:00 pm, excluding holidays).

- ii. If the alleged victim meets the definition of a vulnerable adult under RCW 74.34 and the alleged perpetrator is either non-native or a member/descendant of the Tribe, then APS will assign the case for investigation per ADSA Long Term Care Manual, Chapter 6. After the initial face to face contact with the alleged victim, the APS social worker will contact the Tribe's Human Service Office to determine if the Tribe will assert jurisdiction over the alleged victim and/or will provide wrap around social services to the alleged victim. APS will take the lead in the investigation and the Tribe will coordinate/assist APS if appropriate. APS will provide the Tribe's Human Services Office with a outcome report by confidential facsimile at 360-598-6740 or by email to the Director or Social Worker as to whether the investigation was founded or unfounded.
- iii. If it is unknown during Intake that the alleged victim is a member/descendant of the Tribe who resides within Kitsap County but outside the boundary of the PMIR, but it is later discovered during the course of an APS investigation, APS will contact the Tribe's Human Services Office to determine if the Tribe will assert jurisdiction over the alleged victim and/or will provide wrap around social services to the alleged victim.

B. ADSA/APS Investigation

ADSA/APS will investigate allegations of abuse, abandonment, neglect, self-neglect or financial exploitation as defined under RCW 74.34, when the alleged victim meets the definition of a "vulnerable adult" in RCW 74.34.020(13)/021 and the alleged victim:

- is a Suquamish tribal member or a descendant residing outside the PMIR in Kitsap County, or
- is a Non-Indian residing within the exterior boundaries of the PMIR.

Where the alleged victim and/or alleged perpetrator is non-native and such person(s) resides on trust lands within the PMIR, then APS shall request permission to enter the specific trust property by contacting the Tribe's Human Services Office or the Suquamish Tribal Police. Once contact has been made, APS shall then be escorted to the specific trust property by the Tribe's Human Services Office or the Suquamish Tribal Police where the alleged victim/alleged perpetrator is located in order for APS to investigate the allegations. APS may request the Tribe's assistance in performing the investigation. At the conclusion of the APS investigation, an outcome report will be faxed or emailed to the Director or Social Worker at the Tribes' Human Services Office.

C. ADSA/APS Protective Services

1. APS, with the consent of the vulnerable adult or his/her legal representative, may offer protective services as defined in RCW 74.34.020(11) to the following individuals provided that such individuals are:

- a. Suquamish tribal members, descendants, non-Indian or any other federally recognized tribal member or Alaska Native residing within or outside the PMIR boundaries in Kitsap County; and
- b. Such individuals meet the definition of “vulnerable adult” as defined in RCW 74.34.020/021; and
- c. ADSA/APS has found that such individuals are victims of a substantiated allegation of abuse, abandonment, neglect, self-neglect or financial exploitation as defined in RCW 74.34 following an investigation by APS.

2. The Suquamish Tribe and ADSA/APS will work together to determine if tribal eligibility requirements and the protective services offered by the Suquamish Tribal Court and Human Services Office would best benefit the alleged victim or if protective services offered by the State would best benefit the victim of substantiated abuse. ADSA/APS may also assist the Tribe with referrals to Home and Community Services core services when the Suquamish Tribal Members or Descendants meet applicable DSHS eligibility requirements for services

D. TRIBE

1. Timely Response. The Tribe’s Human Services Office will make all possible efforts to timely respond to calls received from APS Intake Workers concerning allegations of abuse of vulnerable adults who are native or non-native residing on the PMIR and where the conduct arises on the PMIR or at other locations within Kitsap County.

2. Investigation. When an alleged victim meets the definition of a vulnerable adult under STC 8.7, is a Suquamish tribal member/descendant, a member of another federally recognized tribe, or an Alaska Native and resides within the boundaries of the PMIR, the APS Intake Worker will forward a copy of the Screened Out Report (APS declines to assign for investigation) with the reporter’s name redacted to the Tribe’s Human Services Office to a confidential facsimile at 360-598-6740 or by email to the Director or Social Worker, that includes (If Known) the specific allegations of abandonment, abuse, neglect, self-neglect or financial exploitation of vulnerable adults; the location where the abuse/neglect occurred; and the identity of the alleged victim within 24 hours of the completion of an Intake Report received by ADASA/APS during normal business hours (Monday through Friday, 8:00 am – 5:00 pm, excluding holidays). The Suquamish Tribe shall assert exclusive jurisdiction and proceed with the case in accordance with tribal law.

3. Status Report. For all Intake and Screened Out reports received by the Tribe from APS in which the Tribe has asserted jurisdiction, the Tribe will in-turn provide APS an outcome report indicating whether a finding of abuse of a vulnerable adult has been confirmed, whether an active case has been filed in the Suquamish Tribal Court or whether the case has been closed.

4. Escort Assistance. Upon request by APS, the Tribe's Human Services Office and/or the Suquamish Tribal police shall provide assistance to APS by giving permission to enter trust lands; when appropriate, and by escorting APS to the tribal trust land at issue to where either a native or non-native victim is alleged to have been abused/neglected or where a native or non-native perpetrator may be residing and are alleged to have been involved in the abuse/neglect of a vulnerable adult.

E. Points of Contact.

1. ADASA/APS will designate a staff member to act as a liaison and point of contact with the Suquamish Tribe. The point of contact will forward a current telephone directory to the Tribe and update it as needed.

2. The Tribe's will designate a staff member to act as a liaison and point of contact with ADASA/APS. The point of contact will forward a current telephone directory to ADASA/APS and update it as needed.

CONFIDENTIALITY AND INFORMATION SHARING

Information obtained through APS Intake, Investigation and the provision of Protective Services is generally confidential under state and/or Tribal law. Such confidential information may be disclosed only to those permitted by law to receive it without first obtaining the written consent of the vulnerable adult, reporter and witnesses. (Note: Reporter's name will be redacted.) (Intake, Notification Letter of initial findings and Outcome Reports will be sent to the Tribe). All other disclosures require the written consent of the vulnerable adult or his/her legal representative.

TRAINING

A. Each party shall hire, train, supervise and ensure the competence and job performance of its respective employee(s) in performing their duties under this Agreement. The parties shall notify each other of opportunities to network and share educational information regarding elder abuse, investigations and protective services.

B. The Suquamish Tribe shall provide training to and instruct any Tribal investigator, Tribal officials and Tribal employees involved in the provision of Protective Services, if any, to report Allegations to APS when APS has a role under this agreement, by calling the APS toll-free abuse reporting phone number 1-888-833-4925, TTY 1-800-688-1169 or facsimile 360-47-6655. Note: APS will provide report training upon request.

- C. The Suquamish Tribe, will offer/coordinate Cultural Competency Training (when available) at the request of the State.

SOVEREIGNTY AND DISCLAIMERS

Each of the parties respects the sovereignty of the other. In executing this Agreement, no Party waives any rights, including treaty rights, immunities, or jurisdiction. This Agreement does not diminish any rights or protections; rather, it seeks to strengthen a collective ability to successfully resolve issues of mutual concern.

While the relationship described in this Agreement is intended to solve problems, it is not expected to resolve all issues. Inherent in the relationship is the right of each of the parties to elevate an issue of importance to any decision-making authority of another party. Consistent with intergovernmental courtesy, such decision to elevate an issue of importance to any decision-making authority of another party will only be made after reasonable notification to the other party of this MOA and an attempt by the parties to negotiate a solution.

APPEAL AND DISPUTE RESOLUTION

The parties will attempt to resolve any disputes first by direct face to face discussions on a staff to staff level. If staff level discussions fail to resolve a dispute, a face to face discussion will occur between the Tribe's Executive Director and the DSHS Regional Administrator. If these direct discussions fail to resolve a dispute, all appeals and disputes shall then be referred to a Dispute Board. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, contract terms, and applicable statutes and regulations and make a determination regarding the dispute. After the Dispute Board has made its determination, nothing in this dispute resolution procedure shall modify or reduce the Tribe or the State's rights to mediation, arbitration, and/or judicial proceedings in a court of competent jurisdiction.

TERMINATION OF AGREEMENT

Either party may terminate this Agreement upon thirty (30) days written notice.

ENTIRE AGREEMENT

This Agreement supercedes any prior agreements between the Tribe and DSHS, ADSA, and APS associated with the investigation of allegations of abuse and protection of vulnerable adults. This Agreement incorporates all the agreements and understandings between the parties. No agreement or understanding of the parties regarding their responsibilities under this Agreement shall be valid or enforceable unless embodied in this Agreement.

AMENDMENT

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the parties. This agreement will be reviewed during the annual 7.01 planning process and modified by the parties as necessary.

EFFECTIVE DATE

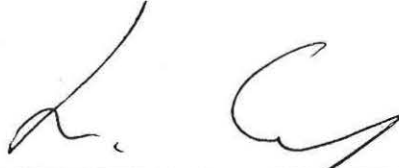
This Agreement shall become effective upon authorized signatures by the Parties below.



Leonard Forsman
Tribal Council Chairman
Suquamish Tribe

1-25-10

(Date)



Dan Owens, Regional Administrator
Home and Community Services, Region 5
Aging and Disability Services Administration

1/25/10

(Date)

- Cc: Stephen A. Weaver, Director, Human Services Department
Melody Allen, Suquamish Tribal Attorney
Peggy Tonan, Suquamish Tribal Social Worker
Bill Moss, Director, Home and Community Services
Terry Marker, Assistant Director, Home and Community Services
Doug North, Indian Policy and Support Services, Region 5
Vicky Gawlik, APS Program Manager, Home and Community Services
Kim Song, Deputy Regional Administrator, Home and Community Services
Andre King, APS Program Manager, Region 5 Home and Community Services
Asia Vue, Legal Benefits Advisor, Region 5 Home and Community Services
Gale McKiernan, APS Supervisor, Region 5 Home and Community Services