

## SQUAXIN ISLAND TRIBE

### RESOLUTION NO. 92-47 OF THE SQUAXIN ISLAND TRIBAL COUNCIL

**WHEREAS**, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe of Indians by the authority of the Constitution and By-laws of the Squaxin Island Tribe as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

**WHEREAS**, the Squaxin Island Tribal Council has been entrusted to provide for the social, health, and economic well-being of the Tribe and its citizens; and

**WHEREAS**, the Squaxin Island Tribe has no adequate training/education program for Tribal Court professionals and Social Services personnel who work with the Court; and

**WHEREAS**, the Squaxin Island Court desires to publish an educational pamphlet to inform Tribal members of Court rights and procedures; and

**WHEREAS**, The Bureau of Indian Affairs has funds available to enable Indian Tribes to improve their capabilities to manage and administer justice.

**NOW THEREFORE BE IT RESOLVED**, that the Squaxin Island Tribal Council does hereby approve the submission of an application to the Bureau of Indian Affairs to improve management of our court system.

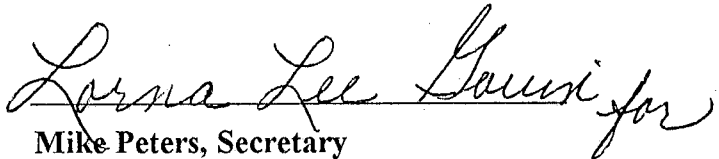
**BE IT FURTHER RESOLVED**, that the Squaxin Island Tribal Council does hereby authorize the Tribal Chairman or the Tribal Coordinating Director to sign and administer the Contract.

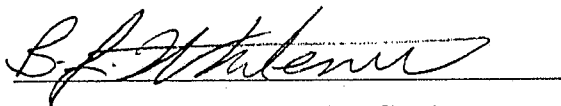
Resolution No. 92-47

**CERTIFICATION**

The Squaxin Island Tribal Council does hereby certify that the foregoing Resolution was adopted at a regular meeting of the Squaxin Island Tribal Council, held on this 10<sup>th</sup> day of December, 1992, at which a quorum was present and was passed by a vote of 4 for, and 0 against with 0 abstentions.

  
David Lopeman, Chairman

Attested by:   
Mike Peters, Secretary

  
David W. Whitener, Vice Chairman

B.G. Whitener

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**SQUAXIN ISLAND CHILD CARE PROTOCOL**  
**CHILD CARE ASSISTANCE FOR CHILDREN, TODDLERS, AND INFANTS**

**Purpose:**

To help provide and financially assist in community based child care for parents who are working, in school or training.

**ELIGIBILITY:**

To be eligible to receive CHILD CARE services, the client must meet one or more of the following eligibility requirements. This program will be on a first come first serve basis due to funding.

1. Qualification:

- \* Need to apply for state child care program & show proof of denial notice(DSHS)
- \* Parent or Guardian is working, in school or training
- \* Handicapped or disabled child
- \* Temporary emergency care/high risk situation(determined by intake worker at time of interview.

2. Enrollment Guideline:

Any child who is enrolled or eligible for enrollment through the Squaxin Island Tribe of Mason or Thurston County.

3. Income Guidelines:

Income must be within Income guidelines provided by the South Puget Intertribal Planning Agency child care assistance program.(SEE PAGE 5)

- a. Income will be defined as all taxable income.

**INITIAL INTERVIEW:**

A community intake worker will conduct a interview to determine if the client qualifies for the CHILD CARE service. The following provided information is **CONFIDENTIAL INFORMATION**.

The following will be required:

- \* Copy of taxable wages
- \* Denial notice from state child care program
- \* Verification of employment, schooling or training
- \* Social Security Number(s)
- \* Copy of Birth Certificate(s)

How long client is eligible for Child Care services:

- \* Until notice of work, school or training has ended
- \* Income has increased above income guidelines
- \* Lack of funding at agency

Client(s) application must be screened every month so information is current in order to continue to obtain CHILD CARE services.

**CHILD CARE VOUCHER**

How to receive funds through system:

1. Client will need to select a qualified caretaker.
2. Coordinator will need to provide the caretaker with a sign in and sign out form.
3. Need original monthly sign in & sign out sheet from provider at the end of the month.
4. The Intake coordinator will sign for payment.
5. After forms have been approved by parent/provider/intake coordinator.

(The final voucher form will be processed by accountant)

At the end of the month parent will be given a sign in and sign out sheet for the In-Home care provider to keep a log of days & hours the parent leaves the child at the provider's home.

\*\*\*\*\*  
**PARENT(S) OR PROVIDER(S) NEED TO NOTIFY HEALTH & SOCIAL SERVICE OFFICE IF CHANGING TO ANOTHER CHILD CARE PROVIDER FOR PROPER CERTIFICATION REQUIREMENTS OR PROPER PAYMENT, AT LEAST TWO WEEKS NOTICE.**  
\*\*\*\*\*

**OVERVIEW - APPOINTMENTS:**

Initial Appointment - An overview assessment to determine whether a client is eligible for CHILD CARE services. Will receive basic information, and vouchers.

Follow-up Interview Appointment - There will be a follow-up interview for clients whose interview period has expired. Expiration date will be every six months. Clients must be evaluated to see if they are still eligible. They cannot receive child care vouchers unless they are currently interviewed by a community intake worker.

REASONS CLIENTS MAY BE TERMINATED FROM THE CHILD CARE PROGRAM

1. Client who no longer meet qualifications guidelines.  
SEE ELIGIBILITY REQUIREMENTS
2. Client whose income no longer meet guidelines criteria.
3. Client who is not keeping appointment(s) with the community intake worker as scheduled. (NO CALL OR NO SHOW)
4. Client transfers to another CHILD CARE program.
5. Dual participation at more than one CHILD CARE program.
6. Not keeping financial agreement arrangement.
7. Program abuse.(fraudulent information)
8. The Squaxin Island Health & Social Service Department must give clients:
  - \* Fifteen day notice before they are suspended from the child care program.
  - \* Suspension will last for three months.
  - \* While client is suspended they will be on a waiting list until further notice.
  - \* Next client on waiting list will be taken at this time.
  - \*\*\*\*\*
  - \* Fifteen day notice before they are terminated from the child care program.
  - \* Termination will be final if more than one of the guidelines are broken by client.
9. Client is obligated to notify this agency when there is a change of status in client's situation (location of child care, income, no longer in training or employed) and client is obligated to pay back any funds wrongfully obtained.
10. You may request a fair hearing if you feel you have been unjustly denied participation in or unjustly suspended or terminated from the child care program. The hearing will be conducted by the Child Care Coordinator. You may present your own case or have a representative such as a friend, relative or legal counsel present your case. You may request a fair hearing through the Squaxin Island Health & Social Service Department or by writing: The Health & Social Service In-Home Care Program Coordinator at S.E. 70 Squaxin Lane Shelton, Washington 98584

I further understand that while I'm on the child care program, I may be suspended from the program for violating the rules. Furthermore, I may be terminated from the program if I miss appointments without notifying the Squaxin Island Health & Social Service staff. At the end of the certification period, I could be either: 1) Apply if found in eligible, 2) Placed on the waiting list if eligible, but there are others waiting who are at a higher priority, 3) Found not to be eligible any longer. I also understand that I'm expected to inform the Squaxin Island Health & Social Service Staff if my income changes.

I have been advised of my rights and obligations under the program. I certify that the information I provided for my eligibility determination is correct, to the best of my knowledge. This certification form is being submitted in the process for official verification of information on this form. I understand that if I intentionally make a false or misleading statement or intentionally misrepresent, conceal or withhold facts, it may result in paying the Squaxin Island Health & Social Service Department in cash, the total amount of payment issued to me and may subject me to civil or criminal prosecution under the Squaxin Island Court System, Federal Court System, State Court System or any other Tribal Court System. All court fees or any fees required to court action will be paid in full or monthly payments until proper amount has come to zero balance.

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Income Source	Gross Income/mo. yr.	# in family
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Participant's name	Provider's Signature
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Date	Staff Signature and Title
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South Puget Intertribal Planning Agency  
Child Care Assistance Program

Family Income	Sliding Fee Scale (Monthly)		
	Fee-1 Child	Fee-2 Children	Fee-3+ Children
0-99	0	0	0
100-199	0	0	0
200-299	0	0	0
300-399	0	0	0
400-499	0	0	0
500-599	0	0	0
600-699	0	0	0
700-799	10	0	0
800-899	20	10	0
900-999	30	20	10
1000-1099	40	30	20
1100-1199	50	40	30

Poverty levels (monthly):

- Family of 1: \$552.
- Family of 2: \$740.
- Family of 3: \$929.
- Family of 4: \$1,117.
- Family of 5: \$1,305.
- Family of 6: \$1,494.
- Family of 7: \$1,681.
- Family of 8: \$1,870.

75% of state median income (monthly):

- Family of 1: \$1,357.
- Family of 2: \$1,774.
- Family of 3: \$2,191.
- Family of 4: \$2,608.
- Family of 5: \$3,025.
- Family of 6: \$3,442.
- Family of 7: \$3,520.
- Family of 8: \$3,599.

Fees shown are for full time care. For part time care, fees are based on percentage of full time care. If a family has a special needs child, fee will be reduced by 50% Fees apply to all services under the Child Care and Development Block Grant Program: (75% and 25% services)

\_\_\_\_\_  
 Parent or Guardian Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Spouse Signature

\_\_\_\_\_  
 Date

ANY QUESTIONS REGARDING THIS SCALE SHOULD BE DIRECTED TO THE SPIPA CHILD CARE AND DEVELOPMENT PROGRAM DIRECTOR AT 426-3990



**SQUAXIN ISLAND HEALTH & SOCIAL SERVICE  
CHILD CARE DEVELOPMENT BLOCK GRANT IN-HOME CARE RATES**

OPTIONS	INFANTS 0-11 MONS.	TODDLERS 12-29 MONS.	PRE-SCHOOL 30 MONS.-Yr.	SCHOOL-AGE 5 YRS.-12 YRS.
FULL	\$12.18	\$12.18	\$10.55	\$11.00
HALF	6.09	6.09	5.27	5.50
HOURLY	1.61	1.61	1.40	1.42

**PARENT FINANCIAL AGREEMENT**

Upon Verification of Income I am currently eligible for the  
FULL FEE      REDUCED FEE      MINIMUM FEE  
Schedule , based on my/our Gross Monthly Income. According to  
Squaxin Island Child Care fee schedule, my payment for child care  
services have been set in the amount of \$\_\_\_\_\_ per month.  
I agree to pay Squaxin Island Social Service Child Care Program on  
a MONTHLY basis. I understand that payment is expected in advance  
and possible termination of child care will be given within 5 days  
as a result of non-payment.

The position for which my child/ren will be using at The Squaxin  
Island Social Service Office will be:

- \_\_\_\_\_ Full Time - 5 Days a Week/7:30-3:30
- \_\_\_\_\_ Part Time - 2 Full Days a Week/7:30-3:30
- \_\_\_\_\_ Part Time - 5 Days a Week/7:30-1:00
- \_\_\_\_\_ Part Time - 5 Days a Week/1:00-6:30

\*Squaxin Island Child Care Service allows for the flexibility of  
part-time hour usage based upon availability In-Home Care.

\_\_\_\_\_ I understand that I am required to provide proof of income  
at the time of enrollment and that I will be required  
periodically to update the information as needed by the  
center.

\_\_\_\_\_ I understand that fees are not charged at a flat monthly rate  
regardless of times when my child may be out sick or on  
vacation.

\_\_\_\_\_ I am however responsible for keeping in agreement with terms  
I have arranged for payment.

\_\_\_\_\_ I understand that I am required to make payment in full upon  
giving notice of withdrawing my child from the center.  
Failure to pay the amount owed will result in the immediate  
turn over of my account to any Bureu Collection Agency.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Spouse/Partner

\_\_\_\_\_  
Date

No. \_\_\_\_\_

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South Puget Intertribal Planning Agency  
Child Care Assistance Program

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Child Care Certificate

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Name \_\_\_\_\_ Month/Year \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

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The above individual is a client of the Child Care Assistance Program and has been approved for child care services for:

Name of Child(ren)	Age	Max Monthly Amount
1. _____	_____	\$ _____
2. _____	_____	\$ _____
3. _____	_____	\$ _____
4. _____	_____	\$ _____

This certificate is issued for the client to purchase child care services from an approved provider of their choice, and approved amounts will be paid upon receipt of certificate, monthly child care bill, and required registration adherence.

Maximum or percentage amounts provided will be based upon actual bill, household, and monthly income.

\_\_\_\_\_  
Authorizing Signature

\_\_\_\_\_  
Date

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Any questions regarding this certificate should be directed to the SPIPA Child Care and Development Program Director (206) 426-3990.

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**TRIBAL STANDARDS GOVERNING THE APPROVAL  
OF CHILD CARE HOMES**

\_\_\_\_\_ certifies that \_\_\_\_\_ home  
is compliance with the following standards. This certificate is for  
\_\_\_\_\_ only and for the  
\_\_\_\_\_ address  
following care providers:\_\_\_\_\_.

**A. RATIOS**

There will be no more than 4 children/caretaker (if any child is under 4) or no more than 7/caretaker (if all children are 4 or older).

**B. DISCIPLINE**

1. Cruel and unusual discipline, discipline hazardous to health, and frightening or humiliating discipline shall not be administered.

2. Physical restraint may only be used if necessary to protect persons from physical injury or to protect property from serious damage.

3. Physical restraints which could be injurious are not to be used.

4. Licensee shall protect children from child abuse or neglect as defined in RCW 26.44.020(12).

5. **Mandatory reporting law:** Child Care providers are required to report any instance where there is reason to believe that child abuse, neglect or exploitation has occurred.

**C. HOME SAFETY**

1. There is at least one smoke detector installed at an appropriate location in the home. If the home is a two story development there should be two smoke detectors installed at an appropriate location of the home.

2. At least one fire extinguisher is in the kitchen which is maintained in operable condition at all times.

3. If the home is two stories high, the upper portion should have one operable ladder at each end of the home and be inspected once a year.

4. In case of fire, Child Care providers first responsibility is to evacuate the children to safety. the Child Care provider has an evacuation plan and will hold monthly fire drills.

5. For protection to all children in providers care place all medicine in a lock cabinet.

D. CARETAKER

1. Be 18 years or older.
2. Be free of communicable disease, including tuberculosis, as shown by tests within two months and every two years thereafter.
3. Be of sufficient physical, emotional and mental health to meet the needs of the children in care. Subject to the discretion of the worker, the caretaker shall provide written evidence from a medical authority that he or she is in sufficient physical, emotional and mental health to be a safe caretaker.
4. Caretaker(s) are aware that their primary function is that of the children. She/He will provide constant care and supervision of the children for whom they are responsible throughout the time they are on duty.
5. Caretaker will agree to a background check.
6. All health and emergency information paperwork will be complete before accepting children.
7. Caretaker will be expected to obtain training in CPR, Food handling, and first aid within two months.
8. Random Urinalysis test upon request of the Intake Coordinator or the Child Care Director.

E. TRANSPORTATION:

When licensee transports persons under care: vehicle must be in safe operating condition. Driver has current driver's license, insurance, and seat belts or car seats shall be used.

F. INSURANCE:

The child care provider must show proof of liability insurance before he or she can become certified through The Squaxin Island Tribe. This liability insurance will cover a child while in the providers home.

Name of Insurance Co. & Policy No. \_\_\_\_\_

G. LIABILITY FORM:

The child care provider will sign a liability form excepting all liability to any legal action. The child care provider will be liable for full responsibility of child while on his/her property.

I, \_\_\_\_\_ do hereby agree to abide by the above guidelines.



**IN-HOME CARE PLAN**

Information provided by child's parent or guardian to In-Home Care Provider.

**GENERAL INFORMATION**

Child's Name: \_\_\_\_\_ Age \_\_\_\_\_

Child's Name: \_\_\_\_\_ Age \_\_\_\_\_

Child's Name: \_\_\_\_\_ Age \_\_\_\_\_

Child's Name: \_\_\_\_\_ Age \_\_\_\_\_

Mother's Name: \_\_\_\_\_ Hm. Phone \_\_\_\_\_  
Wk. Phone \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Father's Name: \_\_\_\_\_ Hm. Phone \_\_\_\_\_  
Wk. Phone \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other person to reach in an emergency:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Child's Doctor: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Health & Medical History**

Child's Allergies: \_\_\_\_\_

\_\_\_\_\_

Foods: \_\_\_\_\_

Medication: \_\_\_\_\_

**PRESCRIBED BY DOCTOR ONLY**

Other: \_\_\_\_\_

Special Diet: \_\_\_\_\_

Child's Past Illnesses: \_\_\_\_\_

\_\_\_\_\_

History of past immunizations: \_\_\_\_\_

Alternatives if child is ill: \_\_\_\_\_

\_\_\_\_\_

Copy of complete Health Form (documenting that the child has been examined by a physician within the last year) is required for enrollment Yes \_\_\_\_\_ No \_\_\_\_\_

**FOODS**

Special Likes: \_\_\_\_\_

\_\_\_\_\_

Dislikes: \_\_\_\_\_

Clothing provided for changes: \_\_\_\_\_

\_\_\_\_\_





2. LIFE - THREATENING EMERGENCIES

- a. DO NOT LEAVE CHILD
- b. Send someone to call 911 and notify office. Child Care provider trained in First Aid/CPR, will make assessment of situation and take the appropriate steps to aid the injured child until medical personnel arrive.
- c. Contact parent or emergency contact person listed on the child's emergency application located in child's file. The provider has 24hrs to contact The Squaxin Island Social Service Office.
- d. Serious injury/hospitalization will be reported to the Squaxin Island Health & Social Service Program Coordinator or Intake Coordinator within 24hrs of \_\_\_\_\_ of injury/hospitalization. (206) 427-2072

E. EMERGENCY PROCEDURES IF PARENTS CANNOT BE CONTACTED:

The immediate child care provider will accompany the child to the hospital and will stay with child until the arrival of parent or emergency contact person. Each child has a EMERGENCY CONSENT FORM, which is to be taken to the hospital so that emergency care can be administered.

F. INJURY PREVENTION:

1. The Program Coordinator/Intake Coordinator will survey the In-Home Care provider on safety hazards.
2. A record of the survey will be kept in the Program Coordinator/Intake Coordinator file, labeled Health & Safety
3. Hazards will be reported to the Program Coordinator so that a plan can be made to correct any problems.
4. The Program Coordinator will review accidents when they are brought to her/his attention.

G. HEALTH RECORDS:

Child Care Provider(s) (See Attached) identifies information about a child(s), health history, date of last physical, allergies, immunization record, consent for emergency care, and authorization to take child out of reservation boundaries. All information received by provider is CONFIDENTIAL INFORMATION

**ALL INFORMATION LISTED ARE SPECIFIED ON TRIBAL STANDARDS GOVERNING THE APPROVAL OF CHILD CARE HOMES REFER TO THE SELF-CERTIFICATION FORM**

T.B. TEST REPORT

Each person providing Day Care, or In-Home child care for children or adults must provide proof of negative tuberculin tests.

These tests are available at the Squaxin Island Health Clinic, Mason County Health Department. Or, If you prefer, your personal Physician can administer the appropriate tests.

\*\*\*\*\*

TO BE COMPLETED BY APPLICANT

<u>Type of Test</u>	<u>Administered Date</u>	<u>Date Read</u>	<u>Result</u>
( ) Mantoux	_____	_____	_____
( ) X-Ray(Over (Not required unless positive skin test) 50 or Positive skin test)	_____	_____	_____

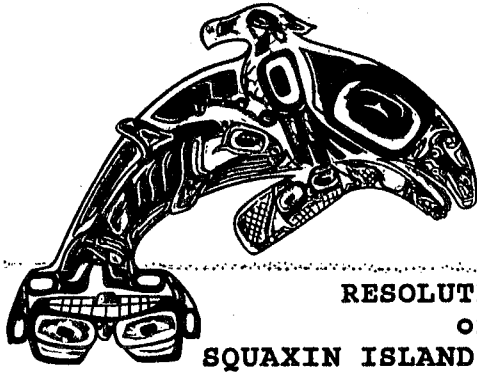
Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Interpreted By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# SQUAXIN ISLAND TRIBE

RESOLUTION NO.  
of the  
SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe of Indians by the Authority of the Constitution and By-laws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965; and

WHEREAS, under the Constitution and By-laws of the Tribe the Squaxin Island Tribal Council is charged with the duty of protecting the health, security and general welfare of the Squaxin Island Tribal Reservation citizens; and

WHEREAS, the Administration for Children and Families has entered into a Child Care Development Block Grant with SPIPA on behalf of the Squaxin Island Tribe; and

WHEREAS, SPIPA has completed a plan for implementation of the Child Care Development Block Grant with Protocols specifically written for the Squaxin Island Tribe. (Health & Social Service Department)

NOW LET IT THEREFORE BE RESOLVED, that the Tribal Council of the Squaxin Island Tribe does hereby approve Squaxin Island Child Care Development Protocols.

## C E R T I F I C A T I O N

The Squaxin Island Tribal Council hereby certifies that the above Resolution was adopted at a regular meeting of the Squaxin Island Tribal Council held on this 27th day of August, 1992, at which time a quorum was present and passed by a vote of \_\_\_ for and \_\_\_ against with \_\_\_ abstentions.

\_\_\_\_\_  
David Lopeman, Chairman

Attested by: \_\_\_\_\_  
Michael Peters, Secretary

\_\_\_\_\_  
David Whitener, Vice Chairperson

## Child Care Protocol

Rhonda Foster and her secretary Rose Krise were present. They submitted a draft of the Child Care Protocol for the grant, Child Care Assistance for Children, Toddlers and Infants. Rhonda said there is money in the budget for a position. She has decided to save that for a care provider and have Rosa and Rose manage the program. To be a care provider the State says you have to have a chain link fence.

Before going any further Mike Peters voiced a concern that the Tribe has offered assistance to establish daycare. Mike said he was extremely upset because very strict guidelines have to be in place before any child is cared for. He said there was nothing in the letter with that assurance. As a Government Agency he don't want any money spent before the liability concerns are addressed. Rhonda said they were behind and had to move on the grant. She didn't know that the Council had approved a resolution.

Rhonda agreed that this part of it is very important. Having them State certified was discussed. Rhonda said that takes two months. Mike said to base it on safety and not how long it takes. It doesn't matter who does it, just make sure the children are in a healthy environment either licenced by the Tribe or the State.

The Council approved the child care protocol and asked that there be an addition about the care providers certification.

explained that she did meet the qualifications and had the experience, etc. She has served as municipal Court Judge and contracted for public defender. She is a practicing Attorney. Her roots are in Mason County.

### Child Care Protocol

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Before going any further Mike Peters voiced a concern that the Tribe has offered assistance to establish daycare. Mike said he was extremely upset because very strict guidelines have to be in place before any child is cared for. He said there was nothing in the letter with that assurance. As a Government Agency he don't want any money spent before the liability concerns are addressed. Rhonda said they were behind and had to move on the grant. She didn't know that the Council had approved a Resolution.

Rhonda agreed that this part of it is very important. Having them State certified was discussed. Rhonda said that takes two months. Mike said to base it on safety no matter how long it takes. It doesn't matter who does it just make sure the children are in a healthy environment either licensed by the Tribe or the State.

The number of children to each adult may have to have requirements. And they should have First Aid training. Lorna commented that the care providers should be tested for a clean bill of health especially for things like tuberculosis.

The Council approved the Child Care Protocol and asked that there be an addition about the care providers certification.

Mike stated that to verify their income the participants in child care have to give their fishing income.

### Robert Napoleon Request

Robert requested assistance to hook up his trailer that he moved here.

### HIP, BIA

Kieth Kramer informed the Council that there are some changes going on at the BIA. The Inspector General has done audits and because of the outcome POA has frozen HIP funds. Squaxin cannot get their funds of 40,450 and they cannot carry it over next year, it will go back. Kieth suggested the Tribe applying for a 638 contract.

It seemed the Council had no choice but to apply for the grant immediately. Keith explained what was needed. Rhonda said Alene was on vacation so she herself was

## Fish Committee Report - Goldsborough Dam

Discussions have been initiated with Simpson Timber Co. regarding the status and future of Goldsborough Dam. This was precipitated by damage that occurred to the dam two winters ago and the subsequent application by Simpson for the permits to repair the dam. Their proposal would have resulted in either a sheet pile or a permanent concrete dam in place of the current wooden one.

The dam is currently an obstacle to both upstream and downstream fish passage. Though there is a fish ladder, upstream passage of coho is slowed, resulting in an increased exposure to poaching, chum probably do not use the ladder as it is too steep for them, and chinook are an unknown. Downstream migration of smolts is a significant concern as well. Smolts falling over the dam decking are smashed into a shallow or nonexistent plunge pool and then thrown against the accumulated concrete debris accumulated at the bottom of the falls.

Simpson has been open to the concerns of the Tribe and the Washington Department of Fisheries and has postponed the reconstruction activity to give us all time to evaluate possible alternatives. I am proposing that we expend \$1900 dollars out of the Fish Tax account to contract a consultant, John F. Orsborn, to help us evaluate the possible alternatives for the dam. The tasks for his contract would be as follows:

1. Conduct a physical survey of the waterfall, dam, existing fishway, and other channel and valley features;
2. Review available historical information;
3. Conduct analyses of:
  - a. estimated pre-dam fish passage conditions,
  - b. existing fish passage conditions;
4. Prepare report which will include:
  - a. the pre-dam estimate of fish passage conditions,
  - b. the existing fish passage conditions,
  - c. recommendations for fish passage improvement under present conditions, and
  - d. suggestions for further information, analyses, and design which would be needed to develop the recommended improvements under 4(c).

*approved at  
April 30<sup>th</sup> 44  
Council Mt.  
N.L.*



Special  
Committee meeting 10/30/91

called to order 5:22 PM  
Dove L., Dave W., Loren  
Jim Peters, B.G.

Discussion about Boundaries  
~~for~~ non-Treaty Tribes, &  
unrecognized.

~~B.G.W.~~  
Discussion about state  
parks negotiations - some  
concern was expressed about  
~~B.G.W.~~ where the  
\$17,500. was spent or what  
where it went. B.G. will  
look into it.

Resolution passed  
appointing B.G. to be  
the Tribal Representative  
& Liaison to Veteran  
Affairs. If you opposed

cont'd

10/30/91

Dave Whitener moved to  
accept proposal brought  
to Council <sup>effective 11/1/91</sup> ~~off~~ seconded  
by Jim 4 for 3 again.

B.F. will  
remind Alene Dove W.  
needs letter for week  
he volunteered when he  
was administrative  
Director.

Discussion about purchase  
of property (tideland in  
Oakland Bay) and possibility  
of purchase plus greening.

adjourn 6:50 PM