

MEMORANDUM OF UNDERSTANDING

Between the Hopland Band of Pomo Indians and
the Mendocino County Health and Human Services Agency,
Child Welfare Services Division,
Regarding Indian Child Welfare

November 1, 2010

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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU” or “Agreement”) by and between the Mendocino County Health and Human Services Agency (“HHSA”), Child Welfare Services Division (“CWS”) and the Hopland Band of Pomo Indians (“Tribe” or “Band”) (referred to herein collectively as “the Parties” and as to each as “a Party”) is effective as of November 1, 2010. The terms “HHSA” and “Tribe” as used herein will include the Parties’ governmental entities, departments and officials unless otherwise stated.

I. RECITALS

- 1.1 The Indian Child Welfare Act (“ICWA”) was enacted by Congress in 1978 to protect the best interests of Indian children and families and to promote the stability and security of Indian tribes and families due to concerns about the high rate of Indian children being removed from their families and placed in non-Indian homes;
- 1.2 The California Legislature codified many requirements of the ICWA in enacting Senate Bill 678 (2007), recognizing that “no resource is more vital to the continued existence and integrity of an Indian tribe than its children,” and that it is in the best interest of an Indian child for his or her connection to the Tribe and Tribal community to be encouraged and protected under federal, tribal, and state law;
- 1.3 The Parties to this Agreement have entered into negotiations on a government-to-government basis to address issues pertaining to Indian Child Welfare matters in Mendocino County and affirm that this Agreement is based on the fundamental principles of Tribal sovereignty;
- 1.4 The Parties are committed to establishing and maintaining a mutually supportive, respectful and cooperative working relationship, and further make a firm commitment to fostering open communication and information-sharing with regard to Hopland children and families so that the purposes of the ICWA can be accomplished.

II. PURPOSE OF AGREEMENT

- 2.1 This Agreement establishes procedures for the Parties to coordinate referrals, interviews, investigations, services, treatment, and out-of-home placements in connection with allegations of child abuse or neglect regarding Indian children residing on the Hopland Reservation.
- 2.2 The cooperation evidenced by this Agreement is essential to protecting Indian children, preserving Hopland families, and promoting the Tribe’s culture for its future generations. The Parties acknowledge that the ultimate purposes of this Agreement are improved outcomes for Indian children and their families and improved compliance with the ICWA.

III. DEFINITIONS

- 3.1 “Agreement” refers to the Agreement described herein, including any future modifications or amendments.
- 3.2 “Child Welfare Services” refers to Mendocino County’s Health and Human Services Agency, Child Welfare Services (“CWS”) Division, including its governmental entities, departments and officials.
- 3.3 “Contact person” or “Designated ICWA Representative” refers to the individuals designated by the Tribe and CWS to serve as the liaison between the Parties in order to carry out the terms of this Agreement and resolve any issues that arise. Such persons and their contact information are provided in ATTACHMENT “A” to this Agreement (“Tribal-CWS Contact List”).
- 3.4 “Extended family member” is defined by the law or custom of the Tribe. In the event the Tribe does not provide this information, the term will mean a person who has reached the age of eighteen and who is the Indian child’s grandparent, great-grandparent, aunt, uncle, brother, sister, brother-in-law, sister-in-law, niece, nephew, first or second cousin, or step-parent.
- 3.5 “HHSA” refers to the County of Mendocino Health and Human Services Agency (“HHSA”), Child Welfare Services Division (“CWS”), including its governmental entities, departments and officials.
- 3.6 “Indian child” or “Hopland child” refers to any unmarried person who is under age eighteen and is either:
- i. A member of the Tribe;
 - ii. Eligible for membership in the Tribe and is the biological child of a member of the Tribe;
 - iii. A member of another federally-recognized Indian tribe and is domiciled on the Hopland Tribe’s Reservation; or,
 - iv. Eligible for membership in another federally-recognized Indian tribe and is the biological child of a member of that tribe and is domiciled on the Hopland Tribe’s Reservation.
- 3.7 “Indian Child Welfare Act” or “ICWA” refers to 25 U.S.C. § 1901 *et seq.* It is attached in full in ATTACHMENT “B” to this Agreement.
- 3.8 “Indian Child Welfare (“ICW”) Department” refers to the Tribe’s Indian Child Welfare Department, including its entities, departments and officials.
- 3.9 “Indian Child Welfare Ordinance” refers to the Tribe’s Child Welfare Laws, and is provided in ATTACHMENT “C” to this Agreement.

- 3.10 "Indian custodian" refers to any Indian person who has custody of an Indian child under tribal law or custom or under state law or to whom temporary physical care, custody and control has been transferred by the parent of such child.
- 3.11 "Meet and Confer" refers to the dispute resolution process through which the Parties agree to meet, discuss, and attempt to resolve in good faith any issues and disputes arising from this Agreement or any investigative, administrative, treatment and placement efforts for Hopland children and families.
- 3.12 "Parties" or "Party" refers to the Tribe, the Indian Child Welfare ("ICW") Department, the Tribal Police Department, and the Mendocino County Health and Human Services Agency, Child Welfare Services ("CWS") Division.
- 3.13 "State" refers to the State of California.
- 3.14 "Tribe" refers to the Hopland Band of Pomo Indians, a federally-recognized Indian Tribe, including its governmental entities, departments and officials.
- 3.15 "Tribal Court" refers to the Tribe's Court system, including its enabling legislation, which is provided in ATTACHMENT "D" to this Agreement.
- 3.16 "Qualified Expert Witness" is defined according to 25 U.S.C. § 1912(e)-(f), Welfare & Institutions Code § 224.6, and Tribal law and custom.

IV. CONFIDENTIALITY

- 4.1 The Parties agree that the purpose of this Agreement cannot be accomplished without sharing information regarding Indian children and their families.
- 4.2 The Parties further agree that it is in the best interest of Indian children and their families to share information and work collaboratively toward providing the best services, referrals, and placements possible for Indian children and their families.
- 4.3 The Parties further agree to comply with applicable federal, tribal and state laws regarding the confidentiality of records, documents and information pertaining to Indian child welfare matters, and to act with the utmost care to ensure that confidential information is not disclosed in violation of the terms of this Agreement or applicable law.
- 4.3.1 The Parties agree to comply with the *Indian Child Protection and Family Violence Prevention Act*, 25 U.S.C. 3201 *et seq.* (ATTACHMENT "F"). Section 3205 provides that "agencies of any Indian tribe, of any State, or of the Federal government that investigate and treat incidents of abuse of children may provide information and records to those agencies of any Indian tribe, any State, or the Federal Government that need to know the information in performance of their duties." The Parties agree that this

Section authorizes the sharing of information between the Tribe and CWS in furtherance of their duties to protect Indian children.

- 4.3.2 The Tribe agrees to comply with the Tribe's *Indian Child Welfare Ordinance*, Ord. No. 04-10-11. (**ATTACHMENT "C"**). Section 5.04.040 addresses records maintenance and confidentiality and provides that "disclosure of documents and material to authorized public agencies, whether tribal, federal, or state, in the performance of the official duties of those agencies shall not violate this section."
- 4.4 The Parties agree that when providing or transmitting any confidential records, documents, or information, including any disclosure pursuant to this Agreement, such disclosure must be authorized by:
 - 4.4.1 Federal, tribal, or state laws which require or authorize the disclosure of confidential information to the Tribe or CWS; or,
 - 4.4.2 Entry of an order by a federal, tribal or state court with jurisdiction over the matter which requires or authorizes the disclosure of confidential information to the Tribe or CWS.

V. REPORTING

- 5.1 *Reports Regarding Indian Children Domiciled On the Hopland Indian Reservation; Cross-Reporting.*
 - 5.1.1 The Parties agree that any instance of suspected child abuse or neglect occurring on the Hopland Reservation will be "cross-reported" to CWS and Tribal law enforcement so that the appropriate Tribal and CWS agencies can work together for the benefit of the Indian child and his or her family.
 - 5.1.2 CWS will redact the source of the referral, including any identifying information, prior to cross-reporting.
 - 5.1.3 When CWS receives a report of suspected child abuse or neglect concerning an Indian child domiciled on the Hopland Indian Reservation, CWS agrees to contact the Tribe's Police Department by telephone within one business day and will document this notification in writing in the file, including whether personal contact was successfully made.
 - 5.1.4 When CWS receives a report of suspected child abuse or neglect concerning an Indian child domiciled on the Hopland Indian Reservation, CWS agrees to provide a copy of the redacted report to the Tribe's Police Department within one business day and will document this in writing in the file.

5.2 *Reports Regarding Hopland Children Not Domiciled On the Hopland Indian Reservation.*

- 5.2.1 When CWS receives a report of suspected child abuse or neglect and has reason to know that the report concerns a Hopland child not domiciled on the Hopland Indian Reservation, CWS agrees to notify the Tribe's Police Department by telephone within three business days and will document this notification in writing in the file, including whether personal contact was successfully made.
- 5.2.2 When CWS receives a report of suspected child abuse or neglect and has reason to know that the report concerns a Hopland child not domiciled on the Hopland Indian Reservation, CWS agrees to provide the redacted report to the Tribe's Police Department within three business days and will document this notification in writing in the file.

5.3 *Legally Mandated Reporters.*

- 5.3.1 The Parties agree to comply with Section 3203 of the *Indian Child Protection and Family Violence Prevention Act* regarding "Reporting Procedures" for the abuse of a child in Indian country, including any actions which would reasonably be expected to result in abuse of a child in Indian country. 18 U.S.C. § 1169; (Attachment "F").
- 5.3.2 The Parties acknowledge, and the Tribe agrees to comply with, the Duty to Investigate and Report Abuse and Neglect pursuant to Tribal law. *See, Indian Child Welfare Ordinance*, Sec. 5.04.030; (Attachment "C"). Tribal law requires that "mandated reporters" must report suspected abuse or neglect, and provides that such reports remain anonymous and immune from civil liability and criminal prosecution if reported in good faith. 5.04.030(2)-(5).
- 5.3.3 The Parties acknowledge, and CWS agrees to comply with, California's *Child Abuse and Neglect Reporting Act* requiring that suspected child abuse and neglect be reported when a person who is a legally mandated reporter "has knowledge of or observes a child in his or her professional capacity, or within the scope of his or her employment whom he or she knows or reasonably suspects has been the victim of child abuse...." P.C. § 11166(a).

5.4 *Mandatory Response by CWS or Tribe to Reports of Child Abuse or Neglect.*

- 5.4.1 CWS shall respond in a timely manner to any reports of suspected child abuse or neglect regarding Hopland children both on and off the Hopland Reservation, regardless of the identity of the reporting party.
- 5.4.2 The Hopland ICW and Tribal Police Department shall respond in a timely manner to any reports of suspected child abuse or neglect regarding Hopland children both on and off the Hopland Reservation.

- 5.4.3 The Parties agree that a summary of the receiving agency's response to a report of suspected child abuse or neglect concerning a Hopland child will be provided to CWS or the Tribe. The response may include: 1) a recommendation for an "immediate" or "24-hour response;" 2) a recommendation for a "10-day response;" or, 3) a recommendation for "no response" because the report is determined to be unsubstantiated or has been "evaluated out."
- 5.4.4 The Parties agree that where the receiving agency's response to a report of suspected child abuse or neglect concerning a Hopland child is:
- 5.4.4.1 A recommendation for an "immediate" or "24-hour response," that response will be provided within 24 hours to the Tribe or CWS.
 - 5.4.4.2 A recommendation for a "10-day response," that response will be provided to the Tribe or CWS as soon as possible, but not to exceed 10 calendar days.
 - 5.4.4.3 A recommendation for "no response" because the report is determined to be unsubstantiated or is "evaluated out," that response will be provided to the Tribe or CWS as soon as possible, but not to exceed 15 calendar days.

VI. INVESTIGATIONS

- 6.1 CWS agrees to coordinate any investigation into allegations of child abuse or neglect regarding an Indian child residing on the Hopland Indian Reservation, and shall engage in best efforts to coordinate the investigation in a collaborative and mutually respectful manner.
- 6.2 CWS agrees to coordinate any investigation into allegations of child abuse or neglect regarding a Hopland child not residing on the Hopland Reservation where the Parties have reason to know the child is a member of, or eligible for membership in, the Tribe, and shall engage in best efforts to coordinate the investigation in a collaborative and mutually respectful manner.
- 6.3 CWS agrees that if it will investigate referrals of suspected child abuse or neglect within the boundaries of the Hopland Indian Reservation, CWS shall notify the Tribe's Police Department prior to entering Tribal lands. CWS will provide as much advance notice as possible, and will document this notification in the file, including the Tribe's response, if any.
- 6.4 For child abuse or neglect allegations investigated on Tribal lands by CWS, the Tribal Police Department shall contact the Tribal ICW Department's designated contact person unless such notification would further endanger the child's welfare. Tribal law

enforcement will participate in any child abuse or neglect investigation conducted on Tribal lands if it determines that it is necessary for the safety of those persons involved.

- 6.5 For child abuse or neglect allegations investigated on Tribal lands by CWS, the Tribe agrees that it will provide access to CWS to perform an investigation where CWS provides advance notice to the Tribe, including an opportunity to participate in the investigation, in accordance with the terms of this Agreement.
- 6.6 Where CWS will investigate referrals of child abuse and neglect outside the boundaries of the Hopland Reservation and has reason to know that a Hopland child is involved, CWS agrees to notify the Tribe's ICW Department prior to investigating the referral and will engage in best efforts to coordinate the investigation with the Tribe. CWS will provide as much advance notice as possible, and will document efforts to coordinate its response with the Tribe in the file, including any response from the Tribe.
- 6.7 If CWS determines that it is not appropriate to coordinate an investigation for a Hopland child, this determination will be documented in writing. The Parties agree to engage in the Meet and Confer process in a timely manner in the event that CWS or the Tribe does not agree regarding the appropriateness of a coordinated Tribal-CWS investigation.

VII. INVESTIGATIONS, INTERVIEWS, DETENTIONS AND INVESTIGATIVE MEDICAL EXAMINATIONS OF HOPLAND CHILDREN

- 7.1. *CWS Investigations.* CWS agrees that unless there are exigent circumstances, or parental consent is obtained, CWS will not interview, detain, perform an investigative medical examination, or enter a private home within the exterior boundaries of the Hopland Reservation without first obtaining a court order, protective custody warrant, detention order, or search warrant, as appropriate, from the Mendocino County Superior Court or the Hopland Tribal Court.
- 7.2. *Tribal Investigations.* Where the Tribe determines that it will take exclusive jurisdiction over an Indian child welfare matter involving a Hopland child domiciled on Tribal lands, the Tribe will determine whether it is appropriate to obtain an order or warrant from the Hopland Tribal Court in accordance with the *Indian Civil Rights Act*, *Tribal Constitution* and applicable Tribal law. *See*, 25 U.S.C. § 1301-1303; *Hopland Constitution*, Art. XI ("Bill of Rights"), Sec. 5. The Tribe assumes the risk of liability for exclusively Tribal interviews, investigations and detentions of Hopland children on Tribal lands.

VIII. RELEASE OF INFORMATION

- 8.1 Upon initiating an investigation or emergency removal, CWS agrees to promptly provide a Release of Information (ROI) form to Hopland families authorizing the disclosure of confidential information to the Tribe.

- 8.2 If the Tribe's Representative is not present, CWS agrees to make best efforts to describe the benefits of ICWA services and Tribal assistance, and will ensure that the family understands that the Tribe is required to maintain all information confidentially and in accordance with Tribal law, the Tribe's Indian Child Welfare Ordinance, and the MOU executed between the Tribe and CWS.
- 8.3 If the Tribe's Representative is present, CWS agrees to allow the Tribe to describe the benefits of ICWA services and Tribal assistance, and to discuss confidentiality requirements, unless the family specifically objects to the Tribal Representative providing such information or being present.
- 8.4 The Tribe agrees to provide an informational flyer containing information about the ICWA, the Tribe's ICW Department and the services and assistance it may provide to CWS or the family, as appropriate.

IX. SERVICES; ACTIVE EFFORTS

- 9.1 Federal and state laws require that CWS make "active efforts" to prevent removal of an Indian child by providing culturally appropriate remedial services and rehabilitative programs designed to prevent the breakup of the Indian family. CWS agrees to coordinate with the Tribe's ICW Department regarding the provision of services to Hopland families in the following circumstances:
 - 9.1.1 Where referrals for services are provided in conjunction with an involuntary proceeding or, if applicable, on a voluntary basis;
 - 9.1.2 During the development of a Case Plan in an involuntary proceeding or, if applicable, on a voluntary basis.
- 9.2 CWS agrees to notify the Tribe's ICW contact person regarding the need for the development of a culturally appropriate Case Plan or referrals for culturally appropriate services. CWS agrees to provide the Tribe with an opportunity to recommend culturally appropriate services that may be offered through the Tribe or other Indian social services agencies or providers. This notification, and any resulting collaboration between CWS and the Tribe to provide or recommend culturally appropriate services, shall be documented in writing in the file.
- 9.3 CWS agrees to incorporate the Tribe's recommendations regarding culturally appropriate services into its Case Plan or referrals unless CWS determines that such services would not adequately address the need for services. In such a case, this determination must be made in writing, documented in the file, and the Tribe must be informed of this determination and given an opportunity to recommend alternate culturally appropriate services or referrals.
- 9.4 CWS agrees to ensure that the Tribe's ICW Department is notified at least forty-eight (48) hours before, and has the opportunity to participate in, "Personal Village

Conferences” for any Indian child welfare matter involving a Hopland child where services, referrals, or out-of-home placements will be discussed. CWS agrees to use best efforts to contact the Tribe’s ICW Department as far in advance of the Personal Village Conference as possible, and to coordinate scheduling the date and time with the Tribe’s ICW Department, to ensure that the Tribe may attend.

- 9.5 The Parties agree that for purposes of providing preventive services, Personal Village Conferences may be conducted in order to prevent removal or assist a Hopland family, and CWS may disseminate otherwise confidential information to the Tribe’s ICW Department in accordance with Section 4 of this Agreement regarding “Confidentiality.” Additionally, CWS may provide confidential information to the Tribe when Tribal ICW Department personnel are members of a “multi-disciplinary service team,” as defined under state law. *See*, Welf. & Inst. Code §§ 10850.1; 18951(d); 827; 830.
- 9.6 CWS and the Tribe agree to work together to identify resources and funding opportunities that would assist the Tribe or other Indian social services agencies in providing culturally appropriate services to Hopland children.

X. REMOVAL

- 10.1 The Parties acknowledge that unless CWS has received notice that an Indian child is a ward of the Hopland Tribal Court, CWS may place an Indian child in emergency foster care where such placement is necessary to prevent imminent physical injury or harm to the child who is domiciled on the Hopland Reservation.
- 10.1.1. The Parties acknowledge that the Tribe has exclusive jurisdiction over a ward of the Tribal Court. However, where the Tribe determines that an emergency removal of a Tribal ward is necessary and a Tribal placement is not immediately available, the Tribe will coordinate with CWS to identify a mutually agreeable emergency placement for the child.
- 10.2 CWS shall notify the Tribe’s Police Department prior to the emergency removal of an Indian child from the Hopland Reservation, unless such notification is deemed to be inappropriate due to the serious risk that the child may be further endangered by such notification. In such a case, this determination must be documented in writing, and the Tribe’s Police Department must be notified within twenty-four (24) hours of removal, including the reasons such notification was deemed to further endanger the child’s welfare. Where CWS has received notice that the child is a ward of the Tribal Court, the “endangerment” exception does not apply and Tribal law enforcement shall be notified.
- 10.3 Upon notification of the need for an emergency removal of an Indian child from the Hopland Reservation, the Tribe’s Police Department, in conjunction with the Tribe’s ICW Department, will determine whether a relative or Indian foster home is available and shall inform CWS immediately if an emergency Tribal-CWS approved placement is available for the child.

- 10.4 The CWS representative, Hopland ICW representative, and Tribal law enforcement representative agree to coordinate an emergency removal of a Hopland child from the Reservation as a team, if appropriate. If a coordinated CWS-Tribal team response is determined not to be appropriate, this determination must be documented in writing after consultation with all Parties. If the Parties disagree about whether a team response is appropriate, the Parties shall engage in the Meet and Confer process and the results of this process shall be documented in writing.
- 10.5 For any emergency removal of a Hopland child outside of the Hopland Reservation where CWS has reason to know that a Hopland child is involved, CWS agrees to: i) notify the Tribe's Police Department prior to the emergency removal as far in advance as possible; ii) attempt to coordinate the removal with the Tribe's Police Department and ICW Representative, if appropriate; and, iii) provide the Tribe's Police Department and ICW Representative with as much notice as possible so that the Tribe may determine whether a relative, Tribal or emergency Tribal-CWS approved foster placement is available.

XI. PLACEMENT

- 11.1 The Parties acknowledge that CWS is required to comply with the ICWA's mandatory placement preferences for Indian children. CWS agrees to coordinate with the Tribe's ICW Department to determine whether relative or Tribally approved placements are available for a Hopland child. CWS agrees to make diligent and documented efforts to place an Indian child in a placement consistent with the Act's placement preferences. 25 U.S.C. § 1915.
- 11.2 The Tribe recognizes that circumstances surrounding the need for an emergency removal of an Indian child may not immediately permit the child's placement in accordance with the ICWA's placement preferences. The Parties agree and understand that in such circumstances CWS may make an emergency foster placement outside of the Act's mandatory placement preferences. The Parties further agree that CWS and the Tribe shall continue to make diligent and documented efforts to place a Hopland child in a home that is consistent with the Act as soon possible.
- 11.3 Whenever a Hopland child is not placed in accordance with the Act, CWS shall continually make active efforts to place the child in accordance with the ICWA. CWS shall also continue to coordinate with the Tribe to identify a preferred placement. The Parties agree and understand that "good cause" may exist to place an Indian child outside of the ICWA's mandatory placement preferences. The Party desiring to place an Indian child outside of the ICWA's placement preferences will have the burden to demonstrate good cause.

XII. EXPERT WITNESSES

- 12.1 The Tribe and CWS agree to assess, on a case-by-case basis, whether it may be appropriate for the Tribe to provide a “qualified expert witness,” as defined in 25 U.S.C. § 1912(e)-(f), Welfare & Institutions Code § 224.6, and Tribal law and custom, in order to:
- 12.1.1 Provide testimony regarding whether the continued custody of the child by the parent or Indian custodian is likely to result in serious emotional or physical damage to the child; and,
 - 12.1.2 Provide testimony about the prevailing social and cultural standards of the Tribe, including the Tribe’s family organization, child-rearing practices, and Tribal laws and customs.
- 12.2 If CWS requests that the Tribe provide expert witness testimony in an ICWA matter involving a Hopland child, the Tribe will determine, in its sole discretion, whether an actual or potential conflict of interest may arise by providing such expert witness testimony. The Tribe will inform CWS of any potential or actual conflict of interest as soon as possible, including whether the Tribe has any recommendations regarding a qualified expert witness.
- 12.3 Where the Tribe determines that a conflict may arise, or is otherwise unable to provide expert witness testimony, CWS and Tribe agree to use “good faith” efforts to identify a mutually agreeable qualified expert witness, consistent with the directives provided in Welfare & Institutions Code § 224.6(c)(1)-(3).

XIII. TRAINING

- 13.1 CWS agrees, upon request, to provide education and training opportunities to Tribal Social Services personnel, Tribal law enforcement, Tribal leaders, and Tribal foster parents.
- 13.2 The Tribe agrees, upon request, to provide education and training opportunities to CWS regarding Indian children and Hopland families, including traditional and cultural approaches to child and family welfare.

XIV. DISPUTE RESOLUTION

- 14.1 The Parties agree to engage in a good faith effort to resolve any issues or disputes arising from this Agreement in a cooperative and mutually respectful manner.
- 14.2 The Parties agree that where a good faith effort does not resolve an issue or dispute, the Parties will engage in a “Meet and Confer” dispute resolution process:

- 14.2.1 The aggrieved Party will document the issue or dispute to be resolved in writing and will provide this documentation to the Tribe or CWS's designated representative within ten (10) calendar days and, if appropriate, will request a meeting to discuss the issue or dispute.
- 14.2.2 The responding Party will respond in writing within ten (10) calendar days to the Tribe or CWS's designated representative. Such response will either document an agreed upon solution; a proposed solution; or will provide an opportunity to schedule a meeting within ten (10) calendar days.
- 14.3 Should the issue or dispute remain unresolved after receiving a written response to a request to engage in the "Meet and Confer" process, or after participating in a meeting in response to such a request, the aggrieved Party will notify the CWS Deputy Director or the Tribal Health & Social Services Director in writing of the issue or dispute that remains unresolved, and request that a meeting occur with the Director within fifteen (15) calendar days to address the issue.
- 14.3.1 In such a circumstance, the CWS Deputy Director and the Tribe's Health & Social Services Director agree to "Meet and Confer" within fifteen (15) calendar days, and to document the results of this meeting, including any proposed solutions, in writing within ten (10) calendar days after the meeting.
- 14.3.2 If the "Meet and Confer" process does not resolve the issue or dispute, the CWS Deputy Director and the Tribal Health & Social Services Director may recommend that the Parties engage in mediation or another traditional dispute resolution forum to resolve the issue or dispute.
- 14.3.3 The Parties may agree to proceed to mediation, or a traditional dispute resolution forum such as Peacemaker Roster operated through the Tribal Court, through mutual written agreement where the CWS Deputy Director and Tribal Health & Social Services Director are unable to resolve an issue or dispute during the Meet and Confer Process.

XV. TRIBAL COURT

- 15.1 The Parties acknowledge that the Hopland Tribal Court is authorized to hear Indian child welfare matters, and the Tribal Court's civil jurisdiction extends to all lands within the exterior boundaries of the Reservation and all lands held in trust by the United States for the Tribe. Sec. 1.030 ("Jurisdiction and Powers"), *Tribal Court Ordinance* (Ord. No. 1-07-10).
- 15.2 The Parties acknowledge that Tribal Court judgments regarding Indian child welfare matters are entitled to Full Faith and Credit under Federal law. 25 U.S.C. § 1911(d).
- 15.3 The Parties acknowledge that State Court judgments regarding Indian child welfare are entitled to Full Faith and Credit under Tribal law. Sec. 1.030(4) ("Jurisdiction and

Powers”), *Tribal Court Ordinance* (Ord. No. 1-07-10).

- 15.4 The Parties acknowledge that federal, tribal and state law provide for the transfer of Indian child welfare cases to the Hopland Tribal Court. 25 U.S.C. § 1911(b); *Indian Child Welfare Ordinance*, Ch. 5.14 (“Transfer of Jurisdiction”)(Ord. No. 04-10-11); Welf. & Inst. Code § 305.5; Cal. R. Ct. 5.483.
- 15.5 The Parties finally acknowledge that a separate Agreement may be executed in the future regarding the Hopland Tribal Court and Indian child welfare matters, including issues related to funding for services and foster placements.

XVI. SOVEREIGN IMMUNITY

The Parties agree that nothing in this Agreement waives or limits the sovereign immunity of either Party.

XVII. MEETINGS; REVIEW

The Parties agree to meet on a semi-annual basis, in alternating HHSA and Tribal meeting locations, in order to implement and assess the relationship between the HHSA and the Tribe with regard to this Agreement, any subsequent protocols or implementing documents, and Indian child welfare issues generally.

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XVIII. MODIFICATION: TERMINATION

This MOU shall be placed in effect upon approval and execution of the Parties, and remain in effect until terminated or modified. This MOU may be modified at any time by the written agreement of the Parties or terminated unilaterally by any subscribing Party upon ninety (90) days written notice.

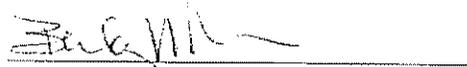
HOPLAND BAND OF POMO INDIANS


ROMAN W. CARRILLO, JR. ← for →
Tribal Chair
Dated: 11/1/10

HOPLAND BAND OF POMO INDIANS


PAMELA ESPINOZA
Tribal Secretary
Dated: 11-1-10

MENDOCINO COUNTY HEALTH AND HUMAN SERVICES AGENCY
CHILD WELFARE SERVICES DIVISION

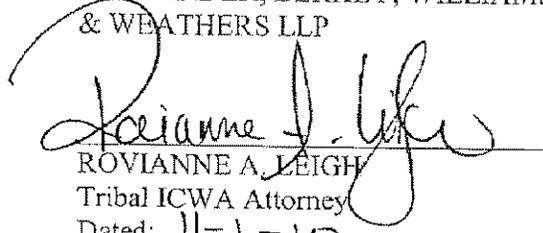

BECKY WILSON
Deputy Director
Dated: 1 November 2010

APPROVED AS TO FORM AND CONTENT:

COUNTY OF MENDOCINO
COUNTY COUNSEL'S OFFICE


SANDRA L. APPLGATE
Deputy County Counsel
Dated: November 1, 2010

ALEXANDER, BERKEY, WILLIAMS
& WEATHERS LLP


ROVIANNE A. LEIGH
Tribal ICWA Attorney
Dated: 11-1-10