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COUNTY OF RIVERSIDE, DEPARTMENT OF PUBLIC SOCIAL SERVICES AND ITS SUBSIDIARY, THE CHILDRREN'S SERVICES DIVISION AND THE SOBOBA BAND OF LUISEÑO INDIANS MEMORANDUM OF AGREEMENT

1. PURPOSE This Memorandum of Agreement ("MOA"/ "Agreement") establishes a procedure for coordinating the investigative, administrative, and treatment efforts of all the parties hereto in connection with allegations of child abuse and neglect involving members of and minors eligible for membership in the Soboba Band of Luiseño Indians ("Tribe" or "Soboba"). The cooperation evidenced by this MOA is vital toward the protection of Soboba children, preservation of Soboba families and safeguarding of the Tribe's cultural heritage.

2. PARTIES The parties to this MOA are the Tribe, acting through its duly elected Tribal Council; its subordinate Departments, Soboba Tribal Family Services Department (STFS) and Soboba Department of Public Safety; and the County of Riverside, Department of Public Social Services (DPSS) and its subsidiary, the Children's Services Division (CSD), herein after referred to as DPSS.

3. RECITALS

(a) The Tribe exercises territorial jurisdiction over its lands comprising the Soboba Indian Reservation (the "Reservation") and personal jurisdiction over Indian persons residing within the exterior boundaries of the Reservation and members, wherever located.

(b) DPSS provides Riverside County residents with a broad range of health and social services, promoting wellness, self-sufficiency, and a better quality of life for all individuals and families in Riverside County. DPSS is committed to the delivery of culturally competent, family-centered and child-focused protective services. DPSS investigates reports of suspected child abuse and neglect and takes further steps where required.

(c) STFS provides a broad range of supportive services designed to protect and improve the physical, mental, emotional and spiritual health and well-being of tribal members and their families. In cases involving DPSS, STFS provides advocacy and supportive services to ensure that Indian children and families receive the full range of legal protections required under the Indian Child Welfare Act, 25 USC Sec. 1901, et seq ("ICWA").

(d) DPSS agrees to collaborate with STFS to comply with ICWA and relevant California statutes regarding American Indian children and/or families. These federal and state statutes create minimum standards for child welfare matters involving Indian children who may be subject to jurisdiction of the State of California. These minimum standards include but are

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Tribe of all court matters pertaining to the removal, treatment and reunification of Indian children; and meeting a higher evidentiary standard when required to ensure that Indian children are not being removed from their families and dislocated from their tribal culture based on cultural bias.

4. MUTUAL COVENANTS: All Parties to this Agreement shall:

(a) Work cooperatively and in good faith with all other parties to this MOA and display mutual professional respect.

(b) When legally permissible, release information to all other parties to this MOA when requested for the purpose of initial and ongoing investigations and case management.

(c) Make every reasonable effort to maintain the confidentiality of sensitive and case-related information and maintain the privacy of victims, offenders, and their families.

(d) Obtain the written or verbal permission of the other party prior to listing any party to this MOA as a partner in any project or in any publically disseminated materials.

5. DEFINITIONS

(a) All capitalized terms used in this MOA and not otherwise defined herein shall have the meanings given such terms in ICWA.

(b) Tribal member: Any person who is a member of the Tribe as determined by the Tribe in accordance with customs, traditions and/or tribal law.

(c) Tribal Child. Any person under the age of eighteen who is either a member of the Tribe, or eligible for membership in the Tribe as determined by the Tribe in accordance with customs, traditions and/or tribal law.

(d) Active Efforts. "Active Efforts" are prevention services designed to prevent the break-up of the Indian family. Active efforts are to be tailored to the specific needs of the family as well as the unique cultural considerations specific to the Tribe. Active efforts are also the early and active engagement and regular, ongoing consultation with the Tribe regarding the family's status and progress. Active efforts will include utilizing available resources of the Indian child's extended family, the Tribe, tribal and other Indian social services agencies and individual Indian caregiver service providers, as well as all Riverside County and community services. For Tribal children, active efforts will also include gathering and obtaining official government-issued documents such as birth certificates, social security cards and health records, when needed.

(e) Soboba Family Member: A Tribal Member related to the child, regardless of whether a parent's rights to a tribal child have been relinquished or terminated, as one of the

following: Parent (in the case of the father, as established by the Tribe consistent with the Tribe's customs, traditions and/or tribal law), sibling, half-sibling, nephew, niece, first cousin, second cousin, aunt, uncle, grandparent, great grandparent or great-great grandparent, step-parent or step-sibling.

(f) Child Welfare Emergency: When a professional with training in the field of child welfare determines there is the existence of a situation in which imminent danger to a child, such as physical pain, injury, disability, severe emotional harm or death is likely and that determination is confirmed by an STFS or DPSS Social Worker.

6. EMERGENCY RESPONSE PROVISIONS

(a) DPSS shall comply with the following procedures when responding to a Child Welfare Emergency involving a Soboba Family:

(i) Immediately contact, by phone or in person, STFS personnel.

(ii) Promptly respond to requests for assistance in accordance with the procedures set forth in this MOA and/or in response to receipt of child abuse/neglect allegations requiring investigation on the Soboba Reservation or involving Soboba tribal members.

(iii) Investigation of imminent harm allegations of child abuse/neglect will be conducted in concert with the STFS and, when necessary, in coordination with Riverside County Sheriff's Office.

(iv) Pending investigation, receive and maintain temporary custody of any Tribal Child who is the subject of a Child Welfare Emergency or believed to have suffered child abuse and/or neglect, as defined by state or federal statute.

(v) Any child that requires temporary custody, per section (iv) above, shall be maintained at the Tribal Public Safety Department pending placement in the Tribe's designated/approved placement for the child. This step will ensure the quick transfer of children into their new placement and prevent small children from spending long hours at the DPSS office.

(vi) Upon written and verbal request from STFS, complete, on an expedited basis, all necessary background checks for tribally-designated placements. Provide written and verbal notice to STFS of the clearances for tribally-designated foster homes or relative homes.

(b) STFS shall comply with the following procedures when engaged in an emergency response involving a Soboba Family:

(i) Designate a point of contact for DPSS to utilize for coordination of emergency response investigations during regular business hours and for non-business hours and

insure that there is a designated point of contact available 24 hours a day, 7 days a week. Provide DPSS with current identification and contact numbers for the designated points of contact for both business and non business hours. (*See* Appendix A, 2011 Contact Data for Designated Points of Contact)

(ii) Designate one (1) person to communicate with the DPSS Social Worker at a time. For the initial emergency call and investigation, the STFS social worker will meet DPSS at the Public Safety Office at a time agreed upon by both responding individuals. In cases requiring immediate response, DPSS and STFS personnel shall use their best efforts to respond within one (1) hour or as soon as possible thereafter, upon agreement.

(iii) Be available to inform and advise the Soboba Family regarding their rights as tribal members, their rights under ICWA, culturally appropriate services available on the Soboba Reservation and in the surrounding area, and other resources STFS can provide. The Tribal social worker will also inquire about relatives who may be willing and capable of accepting placement of the children, if needed. STFS will collect information about the children needed to locate a tribally approved placement, if needed.

(iv) Be responsible for investigating and assessing tribally approved homes to determine that they are safe and suitable for the placement of Soboba children. STFS will provide proof of Tribal Home Approval to the DPSS social worker within 24 hours of such home being approved by STFS.

(c) The Public Safety Department shall comply with the following procedures when engaged in an emergency response involving a Soboba Family:

(i) Make its office available as a central meeting place for DPSS, Soboba Tribal Family Services and the Riverside County Sheriff's Office, when necessary, relating to child abuse/neglect investigations.

(ii) Accompany the DPSS social worker on any investigation if requested by DPSS or STFS. The Department of Public Safety shall, upon request, provide an escort for the DPSS social worker to and from the place or home of interest

(iii) Preserve and protect, as confidential information received from any party to this MOA, all information relating to any actual, pending or proposed investigation relating to child abuse/neglect, any allegation of child abuse/neglect on the Soboba Reservation, and all other matters that are the subject of this MOA.

7. CASE MANAGEMENT PROVISIONS

DPSS and STFS shall comply with the following procedures and shall provide the following information, as applicable, when engaged in on-going case management of cases involving a Soboba Family:

(a) DPSS shall have primary responsibility to supervise the care, custody and placement of children who are dependents of the Juvenile Court; however, the parties understand and agree that collaboration and joint case management by DPSS and STFS is a primary objective of the parties and is consistent with the state and federal law, the customs, traditions and/or tribal law of the Tribe and the interests of Soboba Families.

(b) Case related interviews:

(i) Whenever possible and except when additional interviews become absolutely necessary for law enforcement or investigative purposes, interview each child victim/witness in any referral only once. Such interview shall be jointly conducted with STFS personnel, whenever possible.

(ii) STFS and the Public Safety Department shall be informed of all Riverside County Child Assessment Team interviews including Tribal children. Public Safety Department participation may be essential due to the fact that some cases may be referred to and adjudicated in Soboba Tribal Court. All interviews shall be conducted in private, confidential settings.

(iii) Children and parents have the right to have one (1) non-family member present for the interview, upon request. The DPSS social worker shall advise this individual that his/her sole purpose is to be present for the comfort of the child or parent but that he/she may not speak or provide testimony during the interview process. The DPSS social worker shall also properly advise the individual that interference in the interview process will result in the person being asked to leave.

(c) Exchange of information:

(i) DPSS and STFS shall request parents, Indians custodians, legal guardians, and children over the age of 12, as applicable, sign Release of Information Forms to permit an exchange of information between the STFS, DPSS and community-based service providers when such information is necessary to support the Soboba Family and facilitate the processes described in this MOA.

(ii) DPSS shall provide to the STFS information about the nature of the allegations, substantiated abuse/neglect, needs of involved children (educational, social, psychological, physical and emotional) and any other information deemed necessary for suitable placement of children in tribally approved placements.

(d) Team Decision-Making Meetings ("TDM's"):

(i) Conduct TDM's, whenever feasible, at the Tribal Administration building or a facility determined by the tribal social worker as appropriate, to accommodate the family and tribal customs.

(ii) Assign a team member to attend Team Decision Making Meetings on the Soboba Reservation or the DPSS office to share information regarding placement issues and work with the Tribe to locate a home within the placement preferences of the ICWA

(iii) The parties to this MOA acknowledge and agree that TDM meetings should provide for contributions from a broad support system. Therefore, TDM participants may include a facilitator; the assigned DPSS social worker; DPSS Supervisor; the parent(s); Tribal Social Worker; the child(ren) (if appropriate); immediate and extended family members; family support persons; identified service providers, both tribal and community including Soboba Tribal TANF Program; and foster parents/care providers. Participants in a TDM shall take into consideration the rich and unique traditions and values of the Tribe.

(e) Collaborate and provide, as budgets allow, relevant and current cross-training to each respective agency. DPSS Training will be done collaboratively with STFS, other Indian Child Welfare advocates, community members and youth and other interested parties. Such persons will be invited to participate and co-facilitate trainings, when available. Topics may include, but are not be limited to, the following: the California Child Abuse and Neglect Reporting Law; Juvenile Court Laws and Rules; Policies and Procedures of Riverside County Child Protective Services; the California Department of Social Services Operating Manual of Policies and Procedures; the Identification of Child Abuse and Neglect; Mandated Reporter Training; Tribal culture, heritage, practices and norms; culturally appropriate case planning; and applicable services, activities and events scheduled on the Soboba Reservation and the surrounding area.

(f) Work collaboratively with regard to permanency planning for tribal children where reunification is not possible and attend case consultations when permanency options for a tribal child are being sought. DPSS social workers will work together with the tribal social workers to facilitate the Tribe's preferred placement plan, including tribal customary adoption where tribal customary adoption is identified by the Tribe as the permanency option for the tribal child.

(g) For all duties associated with regular case management of active child welfare cases, the DPSS social worker will contact STFS prior to departing for the Soboba Reservation. The STFS worker will contact security gate personnel and inform them of the worker's name and estimated arrival time. The DPSS social worker shall provide the security gate officer with credentials, which may include a County ID or Driver's License, and will inform security gate personnel of the DPSS worker's destination.

If the DPSS social worker has reason to believe his/her safety will be compromised due to the nature of the visit and known information about the subject family members, the DPSS social worker shall also request assistance from Riverside County Sheriff's Department. Whenever possible and to support best practice, a STFS social worker shall accompany the DPSS social worker on all home visits.

(h) Soboba Tribal members may refuse the presence of and/or assistance of STFS, the Department of Public Safety, or Soboba Tribal TANF Program; however, the DPSS social worker agrees to inform the family about the benefits of consulting with a STFS representative regarding their rights as tribal members, as well as services available to the family as tribal members.

(i) DPSS shall refer the Tribal children and families to services provided by the Tribe, STFS, and Soboba Tribal TANF Program, as well as community-based services that may be of assistance in ameliorating conditions necessitating DPSS intervention. If a parent, Indian Custodian, legal guardian, or child refuses to sign the Release of Information Form, but is agreeable to receiving tribally connected preventative and/or treatment services, the DPSS social worker shall seek assistance from STFS in obtaining a signature. It is understood and agreed that there may be some restrictions on the parties with regard to releasing confidential information on families prior to the Tribe's intervention in Juvenile Court proceedings, where the parents, Indian Custodians, guardians and children over the age of 12 years have not consented. The parties to this MOA agree that they will work to both protect the confidentiality of all information and at the same time work to have an exchange of information as quickly and effectively as possible to assist Soboba Families.

(j) The parties agree that for purposes of preventative services and TDM's that may be conducted in order to prevent removal or assist a Soboba family, DPSS may disseminate otherwise confidential information to STFS when STFS personnel are members of a multi-disciplinary service team. (*See* W&I 827: Tribal social workers are included in the definition of 827(K) members.)

(k) The parties will develop, in collaboration with family members and culturally appropriate services providers, a Reunification Case Plan for the affected Soboba members and their families.

8. <u>BACKGROUND CHECKS</u>

(a) DPSS shall conduct CLETS, CACI and CWS/CMS criminal and child abuse background clearances on all individuals residing in homes recommended for Tribal Certification by STFS. DPSS shall provide a written summary to STFS of the results of the background search.

(b) DPSS shall pursue a criminal background clearance waiver for a proposed tribally-approved foster home when requested to do so by STFS. If the criminal record reveals an offense that is deemed by DPSS to pose no threat to the minor and is an exemptible offense

under federal law, DPSS will make immediate placement in the proposed tribal foster or adoptive placement. If a criminal waiver cannot be obtained because of non exemptible crime, the DPSS social worker shall, in consultation with STFS and the Soboba Family, make alternate placement arrangements in accordance with recommendations of STFS and a duly adopted Placement Resolution of the Soboba Tribal Council.

9. PRE-APPROVED TRIBAL HOMES

(a) Upon written request from STFS, DPSS shall complete, on an expedited basis, all necessary background checks for tribally-designated Emergency Placement Homes and tribally approved foster homes. DPSS shall also provide written confirmation to STFS of the dates for each set of clearances for each individual residing in the home.

(b) DPSS shall pursue a criminal background clearance waiver for a proposed tribally approved foster or emergency placement homes when requested to do so by STFS. If the criminal record reveals an offense that is deemed by DPSS to pose no threat to the minor and is an exemptible offense under federal law, DPSS shall complete the waiver and notify STFS in writing that the waiver has been granted. If a criminal waiver cannot be obtained, DPSS shall notify STFS in writing that they are unable to issue a waiver.

(c) At the time of placement, the STFS social worker shall provide the DPSS social worker with written documentation that the home has been pre-approved and that DPSS has completed the background clearances on the family.

(d) Foster care funding is available for children determined to meet federal eligibility at the time of removal from the parent or legal custodian. Foster care funding is available according to the following:

"A family home which is the home of a non-relative extended family member which has been approved as meeting the same standards as licensed foster family homes as set forth in Foster Family Home Regulations, California Code of Regulations, Title 22, Division 6, Chapter 9.5, Article 3."

OR

"A family home which is used only for the placement of an Indian child(ren); and which has been licensed, approved or specified by that Indian child's tribe."
A placement home must be certified to receive foster care funding. Foster care funds will be paid from the date of certification NOT date of placement.

10. EMERGENCY RESPONSE/IMMEDIATE INVESTIGATION STEPS

(a) DPSS Duties: When required to respond to a report of child abuse and/or neglect on the Soboba Reservation that indicates imminent harm to the safety or welfare of a child, the following procedures will be followed:

(i) Prior to initiating an immediate investigation, DPSS will notify STFS Department's designated point of contact via telephone and advise that an investigation will need to be conducted on the Reservation. For those investigations where removal of the child is likely or eminent, then the DPSS worker shall contact the Riverside Sheriff's Department.

(ii) Prior to initiating an immediate investigation, report to the Department of Public Safety facility to await a SFTS social worker, a Soboba Tribal Public Safety officer, and the Riverside County Sheriff's Deputy, if necessary.

(iii) For all responses involving Soboba children who reside outside the Soboba Reservation, respond with the local law enforcement entity having jurisdiction for all immediate responses and for ten day responses in cases where threats to the social worker's safety is of concern and/or if information is revealed in the course of the investigation requiring children to be placed into temporary custody. The DPSS social worker shall also notify STFS's point of contact and invite a member of the STFS staff to accompany the DPSS social worker to the home.

(iv) In the event a child is to be removed from the custody of his or her parents or legal guardians within the boundaries of the Soboba Reservation, the DPSS social worker shall complete the Authority for Temporary Custody and Detention Form with Riverside Sheriff's deputy, SS 90-8580, and provide copies to STFS.

(v) STFS shall assist the DPSS social worker in locating appropriate family members for placement of the children. Once the background clearances have been completed, STFS shall provide the DPSS social worker with a letter indicating that the home is a tribally designated placement duly approved by the Tribe.

(vi) In the event that there are no family members available to take placement of the child, STFS shall provide the DPSS social worker information on a pre-approved foster home and the child shall be placed in that home.

11. <u>LEGALLY MANDATED REPORTERS</u>

(a) The California Child Abuse Reporting Law (California Penal Code §§ 11164- through 11174.3) (herein, the "Reporting Act"), requires that child abuse and/or neglect be reported when a person who is a mandated reporter (as defined in the Reporting Act), ". . . 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 or neglect..." (P.C. 11166[a]). Under the Reporting Act, "reasonable suspicion" occurs when "it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing, when appropriate, on his or her training and experience, to suspect child abuse or neglect." (P.C. 11166[a]).

(b) In any instance of suspected child abuse or neglect, a mandated reporter present within the Soboba Reservation shall be subject to and comply with the requirements of California State law as described above.

12. ASSESSMENT AND COLLABORATION

(a) County System Improvement Plan (SIP):

The parties will collaborate to provide accurate data regarding Soboba for the County SIP. The SIP is the operational agreement between the County and the State's California Department of Social Services outlining the County's strategies and actions to improve the County's child welfare system. These updates will describe progress made during the year and changes needed based on the Tribal information.

(b) Peer Quality Case Review (PQCR):

The parties will collaborate to provide accurate data regarding Soboba for the PQCR. The purpose of the PQCR is to learn, through intensive examination of County child welfare practices, how to improve child welfare services. The PQCR brings in outside expertise, including peers from other counties, representatives from Soboba and other tribal representatives to help shed light on the strengths and areas needing improvement within the County's child welfare services delivery system and social work practice.

(c) County Self Assessment:

The parties will collaborate to provide accurate data regarding Soboba for the California Child and Family Services Review (C-CFSR). The C-CFSR process requires each county to conduct a County Self-Assessment (CSA) of its child welfare system. The CSA brings together internal and external stakeholders to review outcome data and child welfare system areas of strength and areas needing improvement. The parties recognize that participation by Soboba is an important part of the CSA process.

13. MISCELLANEOUS PROVISIONS

(a) Governing Law. This MOA shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

(b) Third Party Beneficiaries Excluded. This MOA is intended solely for the benefit of the County of Riverside and the Soboba Band of Luiseño Indians. Any benefit to any third party is incidental and does not confer on any third party any rights whatsoever regarding the performance of this MOA. Any attempt to enforce provisions of this MOA by third parties is specifically prohibited.

(c) Amendments to MOA. Any party may propose amendments to this MOA by providing written notice of such amendments to the other party. This MOA may only be amended by a written amendment signed by all parties.

(d) Severability. If any term or provision of this MOA or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this MOA, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this MOA shall be valid and enforced to the maximum extent permitted by law.

(e) Full Agreement. This MOA represents the full and entire agreement between the parties and supersedes any prior written or oral agreements that may have existed.

(f) Scope of MOA. This MOA only applies to the programs and matters described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this MOA.

(g) Terms of MOA. This MOA shall become effective on the date of its full execution and shall remain in effect until terminated or modified. It may be modified at any time by the consent of any parties which is formally approved and executed by both parties.

A. This Agreement shall remain in effect unless amended or terminated. Review of this Agreement shall, at a minimum, occur every three (3) years, starting from the date of execution of this Agreement.

B. This Agreement may be terminated unilaterally by either party upon written notice thirty (30) days in advance of the date of its termination. Either party considering termination shall explore alternatives with the other party before taking such action and ensure that there is no disruption or break in service.

(h) Counterparts. This MOA may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

(i) Independent Capacity. It is understood that Soboba is an independent agency and that no employer-employee relationship exists between the parties hereto.

Soboba assumes exclusively the responsibility for Soboba's acts and the acts of Soboba's employees, agents, or subcontractors as they relate to services to be provided during the course and scope of this Agreement.

DPSS assumes exclusively the responsibility for DPSS' acts and the acts of DPSS' employees, agents, or subcontractors as they relate to services to be provided during the course and scope of this Agreement.

Authorized Signature for: **County of Riverside,** **Department of Public Social Services**	**Authorized Signature for:** **Soboba Band of Luiseño Indians:**
Printed Name of Person Signing: John Tavaglione	Printed Name of Person Signing: Rosemary Morillo
Title: Chairman, Board of Supervisors	Title: Chairwoman
Address: 4020 Lemon Street Riverside, CA 92501	Mailing Address: PO Box 487 San Jacinto, CA 92581 Street Address: 23906 Soboba Road San Jacinto, CA 92583
Date Signed: NOV 06 2012	Date Signed: Oct. 16, 2012

ATTEST:
KECIA HARPER-IHEM, Clerk
By _____ DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: _____ 10-24-12
ELENA M. BOEVA DATE

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