

## MEMORANDUM OF UNDERSTANDING

### PREAMBLE

This Memorandum of Understanding ("MOU") by and between the Hoopa Valley Tribe (the "Tribe") and the County of Humboldt, by and through its Department of Health and Human Services, Child Welfare Services Division ("CWS") (referred to collectively as "the Parties") is effective as of February 5, 2023

### 1. RECITALS

- a. Recognizing that the purpose of the Indian Child Welfare Act ("**ICWA**") is to protect the future and integrity of Native American Tribes and their children, the Parties are committed to a collaborative process intended to prevent the breakup of Native American families in Humboldt County;
- b. Recognizing that the Indian Child Protection and Family Violence Prevention Act (25 U.S.C . Sec 3201 et seq.) mandates (1) greater coordination between law enforcement and child protection agencies serving Native children on Tribal lands; and (2) improved reporting standards before and during investigations of alleged child abuse and neglect involving Native children on Tribal lands;
- c. Recognizing that 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 Hoopa Valley Tribal children and families;
- d. The Parties have entered into negotiations on a government-to-government basis to address issues pertaining to the Indian Child Welfare Act and affirm that this MOU is based upon fundamental principles of Tribal sovereignty; and
- e. The Parties have established a framework for collaborative intervention, cross reporting of cases, and transfer of jurisdiction so that the purposes of ICWA can be accomplished.

## 2. DEFINITIONS

- a. Business hours means 8:00 am to 5:00 pm, Monday through Friday excepting the following Holidays which are recognized by either or both Parties:
- i. New Year's Day
  - ii. Martin Luther King Jr.
  - iii. Lincoln's Birthday
  - iv. President's Day
  - v. Cesar Chavez Day
  - vi. Memorial Day
  - vii. Juneteenth
  - viii. Independence Day
  - ix. Sovereigns Day
  - x. Labor Day
  - xi. Veteran's Day
  - xii. Day of the Boat Dance
  - xiii. Indian Day
  - xiv. Thanksgiving Day
  - xv. Friday after Thanksgiving
  - xvi. Christmas Day
- b. Child Welfare Services ("CWS") means the Humboldt County Department of Health and Human Services, Child Welfare Services Division.
- c. County of Humboldt is a subdivision of the government of the State of California as administered and represented by its Board of Supervisors.
- d. Hoopa Valley Tribe's Human Services Department ("HVTHS") is the Hoopa Valley Tribe's designated child protective services agency.
- e. Indian Child Welfare Act ("ICWA") means 25 U.S.C. ' 1901 *et seq.*

- f. No support or care. The child was left without provision for support, an incarcerated or institutionalized parent cannot arrange for the child's care, or a relative or adult custodian with whom the child was left is unwilling or unable to care for or support the child and the parent cannot be located despite reasonable effort. (WIC §361(c)(5).)
- g. Severe emotional damage. The child is suffering from severe emotional damage that requires removal from the home. (WIC §361(c)(3).)
- h. Sexual abuse. The child or a sibling was sexually abused, or is at substantial risk of sexual abuse, by the parent, guardian, household member, or other person known to the parent, and there are no reasonable means to protect the child without removal or the child does not wish to return home. (WIC §361(c)(4).)
- i. Social worker is the staff person who performs social services to identify needs for intensive casework services and provides casework services.
- j. State Court is the Superior Court of the State of California, County of Humboldt, including the Juvenile Division of the Superior Court.
- k. Structured Decision Making (SDM) is the suite of research-based assessment tools and decision guidelines used by child protection agencies to provide a high level of consistency and validity in the assessment and decision-making processes for families.
- l. Substantial danger. Leaving or returning the child home will cause a substantial danger to the child's physical health, safety, protection, or physical or emotional well-being, and there are no reasonable means to protect the child without removal. (WIC §361(c)(1).)
- m. Tribal Court is the Hoopa Valley Tribe's Court system.
- n. Unwilling to assume custody. The parent or guardian is unwilling to assume physical custody of the child and was notified that the child might be declared permanently free of parental custody and control if he or she remains outside the home for a statutory period. (WIC §361(c)(2).)
- o. Hoopa Valley Tribal child means an unmarried person who is under age eighteen (18) and is either:
  - i. Any Indian child who resides within the exterior boundaries of the Hoopa Valley Indian Reservation;
  - ii. Any child in whose case the Hoopa Valley Tribe has a right to intervene in or transfer to the Hoopa Tribal Court under the Indian Child Welfare Act; or
  - iii. Any child who is a member of the Hoopa Valley Tribe or eligible for membership in the Hoopa Valley Tribe.
 HVTHS makes all eligibility determinations regardless of the above status.

### 3. COLLABORATION EXPECTATIONS

- a. CWS staff will demonstrate respect throughout all interactions and communication.
  - i. CWS staff will respect tribal sovereignty, tribal law, tribal culture, and the knowledge of the tribal staff, including social workers and elders.
    - 1. Respect includes flexibility, ability to empathize, and the ability to defer to tribal experts.
- b. CWS staff shall have an understanding of community values.
  - i. Willingness to learn from Hoopa social workers.
  - ii. Willingness to follow Hoopa placement preferences.
- c. CWS staff shall participate in cultural trainings.

### 4. REPORTING

- a. When CWS receives a report of suspected child abuse or neglect involving Hoopa Valley Tribal children or children affiliated with a member of the Tribe:
  - i. CWS and HVTHS shall share all details of the referral including the name of the reporting party.
  - ii. CWS will immediately cross report to HVTHS via telephone and follow up via email preferably within one hour, but not to exceed 24 hours.
    - 1. If HVTHS is available, CWS and HVTHS shall jointly complete the Structured Decision Making (SDM) hotline tools together to determine the response and the response time priority.
    - 2. If HVTHS is not available, CWS shall complete the SDM hotline tool and submit for supervisor approval. CWS shall leave a detailed message with HVTHS regarding the report and request a return call from HVTHS immediately.
      - a. If the decision is to evaluate-out and HVTHS returns the call prior to the 10-day response priority:
        - i. CWS and HVTHS will jointly complete the SDM hotline tools to determine the response and the response time priority.
        - ii. If HVTHS provides information that changes the response or response time priority to an in-person response, CWS shall reopen the referral and assign it for investigation.

3. If HVTHS and CWS cannot agree with the response and/or the response priority, CWS shall connect HVTHS to the on-duty supervisor. When applicable, CWS will calendar the referral for a joint staffing with HVTHS.
4. In the event the CWS supervisor is unable to resolve the disagreement, CWS and HVTHS shall follow the dispute resolution set forth in Section 9 of this MOU.

**b. Legally mandated reporters**

- i. 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 that would reasonably be expected to result in abuse of a child in Indian Country. (18 U.S.C. Section 1169.)
  - ii. The Parties acknowledge, and the Tribe agrees to comply with, the Duty to Investigate and Report Abuse and Neglect pursuant to federal and Tribal law. Hoopa Valley 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.
  - iii. The Parties acknowledge, and CWS agrees to comply with, California's Child Abuse and Neglect Reporting Act (CANRA) 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).)
- c. CWS and HVTHS will cross report all instances of child abuse or neglect involving Hoopa Valley Tribal children or children affiliated with a member of the Tribe.
- d. Referrals requiring a 24-hour or immediate response**

- i. When CWS receives a report of suspected child abuse and/or neglect concerning Hoopa Valley Tribal children requiring a 24-hour or immediate response, CWS will cross report via email to the on-call HVTHS worker preferably within one hour, but not to exceed 4 hours.
- ii. CWS will provide HVTHS copies of all reports and records pertaining to Hoopa Valley Tribal children preferably within one hour, but not to exceed 4 hours.
- iii. CWS will collaborate with HVTHS upon request and will abide by statutory response times when called on by HVTHS to participate in an investigation.
- iv. CWS shall seek permission from the assigned HVTHS social worker to enter the Hoopa

Valley Indian Reservation to conduct the investigation. Pursuant to section 5 (a) i of this MOU, the HVTHS social worker shall grant permission.

- v. An HVTHS social worker will participate in all immediate response investigations involving Hoopa Valley Tribal children conducted on the Hoopa Valley Indian Reservation.
    - 1. During business hours, CWS will call HVTHS and will jointly respond on all investigations involving Hoopa Valley Tribal children residing on the Hoopa Valley Indian Reservation.
    - 2. After business hours:
      - a. CWS shall call the designated HVTHS emergency response phone number and leave a message.
      - b. The CWS assigned Social Worker (SW) will follow up the next business day with a telephone call to HVTHS preferably within one hour, but not to exceed 24 hours of receiving the referral assignment.
- e. **Referrals that do not require an immediate or 24-hour response.**
- i. When CWS receives a report of suspected child abuse and/or neglect that does not require a 24-hour or immediate response, CWS will cross report via email to the on-call HVTHS worker within three (3) business days.
  - ii. CWS will provide HVTHS copies of all reports and records pertaining to Hoopa Valley Tribal children within three (3) business days.
- f. **Referrals determined to not require an in-person response.**
- i. CWS and HVTHS will make a collaborative decision to “evaluate out” a CWS report received within three (3) business days.

## 5. INVESTIGATIONS

### a. **Terms of CWS Investigations involving Hoopa Valley Tribal Children**

- i. Recognizing the sovereign status of the Hoopa Valley Tribe, CWS hereby requests, and the Hoopa Valley Tribe hereby grants, CWS permission to enter the Hoopa Valley Indian Reservation to conduct investigations into allegations of child abuse and neglect pursuant to the terms set forth in this MOU.
- ii. The Parties agree to coordinate with each other regarding any investigation into allegations of child abuse or neglect regarding any Hoopa Valley Tribal child and CWS will document this collaboration in the file. [See Exhibit A: ICWA Collaboration Checklist]

- iii. CWS agrees that if it will investigate referrals of suspected child abuse or neglect within the boundaries of the Hoopa Valley Indian Reservation, CWS will notify HVTHS prior to entering Tribal lands.
- iv. While CWS investigation remains open, HVTHS will receive any available information from CWS regarding the status of any associated law enforcement referral of allegations of child abuse or neglect of a Hoopa Valley tribal child.
  - 1. During business hours, CWS will notify HVTHS immediately (or as soon as practicably possible) via telephone and will follow up with an email using the system established for cross-reporting referrals to HVTHS.
  - 2. After hours, CWS will notify HVTHS via email using the system established for cross-reporting referrals to HVTHS.
  - 3. CWS will document this notification in the file, including HVTHS response, if any.
- v. For child abuse or neglect allegations investigated on the Hoopa Valley Indian Reservation by CWS, the HVTHS agrees that it will provide access to CWS to perform an investigation where CWS provides advance notice to the HVTHS, including an opportunity to participate in the investigation, in accordance with the terms of this MOU.
- vi. CWS agrees that, unless there are (1) exigent circumstances, or (2) parental consent, CWS will not interview children, detain, perform an investigative medical examination, or enter a private home within the Hoopa Valley Indian Reservation without first obtaining a court order, protective custody warrant, detention order, or search warrant, as appropriate, from the Humboldt County Superior Court.

**b. Investigations Requiring a 24-Hour or Immediate Response**

- i. When CWS receives a report of suspected child abuse and/or neglect involving Hoopa Valley Tribal children requiring a 24-hour or immediate response, CWS will cross-report via email to HVTHS preferably within one hour, but not to exceed 4 hours.
- ii. CWS will provide HVTHS copies of all reports and records pertaining to Hoopa Valley Tribal children preferably within one hour, but not to exceed 4 hours.
- iii. CWS will collaborate with HVTHS upon request and will abide by statutory response times when called on by HVTHS to participate in investigations.
- iv. CWS shall notify HVTHS social worker before entering the Hoopa Valley Indian Reservation to conduct the investigation.
  - 1. HVTHS social worker will participate in all immediate response investigations

involving Hoopa Valley Tribal children conducted on the Hoopa Valley Indian Reservation. After hours, CWS will call the designated telephone number and leave a message and will follow up with a phone call the next business day preferably within one hour, but not to exceed 24 hours of receiving the assignment.

**c. Investigations That Do Not Require an Immediate or 24-Hour In-Person Response**

- i. When CWS receives a report of suspected child abuse and/or neglect that does not require 24-hour or immediate response, CWS will cross report via email within three (3) business days.

**d. Release of Information**

- i. The parties acknowledge that the Hoopa Valley Tribal Code, Title 67, Info Disclosure Act, controls the release of any information that is controlled by the Hoopa Valley Tribe and that the Hoopa Valley Tribal Code, Title 14, Child Protection/Family Assistance Code, permits the exchange of confidential Child Welfare Information to provide for the welfare, care, and protection of the children and families on the Hoopa Valley Indian Reservation. To facilitate the coordination and delivery of services the Tribal Council hereby authorizes HVTHS to release information that is necessary for Child Welfare cases. Immediately upon initiating an investigation or emergency removal HVTHS agrees to provide a Release of Information (ROI) form to Hoopa Valley Tribal families that will authorize the release of confidential information to the County. Such information shall include, but is not limited to medical/mental health records, substance abuse treatment records, and educational records. Both parties acknowledge HVTHS shall maintain full access to any and all confidential ICWA information within the possession of, or privy, to CWS.
- ii. The parties acknowledge that, pursuant to section 552a of Title 5, the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g), or any other provision of law, 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. For purposes of this section, Indian tribal governments shall be treated the same as other Federal Government entities. (See also Section 3205 of Title 25 of the United States Code.)
- iii. The Parties acknowledge that California Welfare and Institutions Code section 827 permits the exchange of confidential Child Welfare Information between CWS and HVTHS.
- iv. To facilitate the coordination and delivery of services, immediately upon initiating an investigation or emergency removal, CWS agrees to provide an ROI form to HVTHS



families that will authorize the release of confidential information to HVTHS. Such information shall include, but is not limited to medical/mental health records, substance abuse treatment records, and educational records.

- v. If HVTHS is not present when CWS investigates an allegation of child abuse or neglect involving a Hoopa Valley Tribal child, CWS agrees to:
  - 1. Describe the benefits of HVTHS services and Tribal assistance;
  - 2. Ensure that the family understands that HVTHS is required to maintain all information confidentially and in accordance with Hoopa Valley Tribal law, the Hoopa Valley Tribe's Children's Code (Title 14), and the MOU executed between the Tribe and CWS.
- vi. HVTHS agrees to provide an informational flyer containing information about ICWA, HVTHS, and the services and assistance HVTHS may provide to CWS or the family, as appropriate.

**e. Services/Active Efforts**

- i. Federal, state and Hoopa Valley Tribal laws require that CWS and HVTHS make "active efforts" to prevent the removal of an Indian child by providing culturally appropriate remedial services and rehabilitative programs designed to prevent the breakup of an Indian family. CWS agrees to coordinate with HVTHS regarding the provision of services to Hoopa Valley Tribal families in the following circumstances:
  - 1. Where referrals for services are provided in conjunction with an involuntary proceeding, or if applicable, on a voluntary basis;
  - 2. During the development of a Case Plan in an involuntary proceeding or, if applicable, on a voluntary basis.
- ii. CWS agrees to provide HVTHS with the opportunity to recommend culturally appropriate services available through HVTHS or other Indian social services agencies or providers. CWS will document this notification, and any resulting collaboration between CWS and HVTHS, in writing in the file. [See Exhibit A: ICWA Collaboration Checklist]
- iii. The parties agree that HVTHS has critical information regarding natural supports and community resources and it is essential that they participate in the Child and Family (CFT) meeting process.
  - 1. CWS shall meet and confer with HVTHS prior to a CFT in order to reach joint agreements as to their expectations for the family.

2. CWS shall include HVTHS in all CFT meetings.
  - a. CWS shall conduct CFT meetings in the most convenient location for HVTHS, parents, and the natural supports identified.
  - b. CWS shall make arrangements for phone participation as needed.
3. CWS shall include identified supports and family members recommended by HVTHS in all CFT meetings.
- iv. CWS shall incorporate the HVTHS recommendations regarding behaviors and culturally appropriate services into its Case Plan. Unless HVTHS and CWS determine that such services would not adequately address the presenting issues, and in such a case:
  1. CWS shall document this determination in the file.
  2. CWS shall give HVTHS an opportunity to recommend alternate culturally appropriate services, or referrals. [See Exhibit A: ICWA Collaboration Checklist]
  3. If both parties cannot agree on methods of culturally appropriate services, then they will refer to section 9 for dispute resolution.
- v. CWS and HVTHS shall collaborate to identify additional resources and funding opportunities that would assist HVTHS or other Indian social services agencies in providing culturally appropriate services to Hoopa Valley Tribal children.

**f. Removal**

- i. CWS shall notify HVTHS prior to the emergency removal of a Hoopa Valley Tribal child. [See Exhibit A: ICWA Collaboration Checklist]
- ii. CWS shall conduct a CFT meeting, including HVTHS as well as identified supports and family members recommended by HVTHS.
- iii. Upon notification of the need for an emergency removal of a Hoopa Valley Tribal child, HVTHS will determine whether a relative or Indian foster home is available and shall inform CWS immediately if an emergency HVTHS-approved placement is available for the child. [See Exhibit A: ICWA Collaboration Checklist]
  1. If an emergency HVTHS-approved placement is available, CWS shall place the child in that placement.
  2. If a HVTHS-approved placement is not available, CWS will collaborate with HVTHS to place the child in a HVTHS-preferred placement.

**g. Placement**

- i. The Parties acknowledge that CWS is required to comply with ICWA's mandatory placement preferences for Indian children. HVTHS mandatory placement preferences supersede all other considerations, regardless what reunification services CWS offers the parents.
  1. CWS shall coordinate with HVTHS to determine whether relative or HVTHS-approved placements are available for a Hoopa Valley Tribal child.
  2. CWS will collaborate with HVTHS regarding all placement decisions for Hoopa Valley Tribal children and will document that collaboration and coordination in the file. [See Exhibit A: ICWA Collaboration Checklist]
- ii. If HVTHS cannot recommend a specific placement for a Hoopa Valley Tribal child, CWS and HVTHS will collaborate to make a placement consistent with ICWA's mandatory placement preferences. [See Exhibit A: ICWA Collaboration Checklist]

**6. EXPERT WITNESSES**

- a. When an expert witness is required pursuant to Welfare and Institutions Code section 224.6, as well as 25 U.S.C. section 1912, CWS shall select the witness designated by HVTHS.

**7. CASE MANAGEMENT**

- a. CWS shall make active efforts to prevent the breakup of Hoopa Valley Tribal families receiving ongoing services (court and non-court) and shall document those active efforts in the case file. [See Exhibit A: ICWA Collaboration Checklist]
  - i. CWS and HVTHS shall jointly conduct monthly contacts with children in their placement.
    1. CWS and HVTHS shall jointly interview the child independent from the caregiver.
    2. CWS and HVTHS shall jointly make recommendations to the Superior Court regarding the appropriateness of the placement.
    3. In the event HVTHS is unavailable for a joint contact, CWS shall immediately contact HVTHS and convey the results of that interview.
  - ii. CWS and HVTHS shall work collaboratively with the family to deliver services.
  - iii. CWS and HVTHS shall share records and progress reports from service providers.

- iv. CWS and HVTHS shall collaborate to make recommendations to the Superior Court as applicable.
  - 1. In the event, CWS and HVTHS do not agree on recommendations, the Parties shall follow the dispute resolution set forth in Section 9 of this MOU.
- v. CWS shall provide adequate advance notice to the family and HVTHS when conducting announced contacts on the Hoopa Valley Indian Reservation.
- vi. CWS shall provide adequate advance notice to HVTHS when conducting unannounced contacts on the Hoopa Valley Indian Reservation.
- vii. CWS shall collaborate with HVTHS to make recommendations to the Superior Court regarding visitation and shall document that collaboration in the file. [See Exhibit A: ICWA Collaboration Checklist]
  - 1. CWS shall consider all background information provided by HVTHS in making visitation recommendations.
  - 2. CWS shall prioritize parental behavior change and any assessment tools utilized in making recommendations to transition a Hoopa Valley Tribal child from supervised to unsupervised visitation as well as unsupervised to supervised visitation.
- viii. CWS and HVTHS shall collaborate to recommend the long term living plan to the Superior Court, whether that plan be guardianship, tribal customary adoption and/or adoption, or AAPLA.
  - 1. CWS and HVTHS shall jointly complete all applicable assessment tools to determine the best recommendation for the child's plan.
- ix. CWS and HVTHS shall jointly complete all applicable assessment tools to determine the best recommendation for case closure.

## **8. TRAINING**

- a. CWS shall provide education and training opportunities to HVTHS personnel, Hoopa Valley Tribal Police Officers and staff, Tribal leaders, and Tribal foster parents, upon request.
- b. HVTHS shall provide education and training opportunities to CWS regarding Indian children and Hoopa Valley Tribal families, including traditional and cultural approaches to child and family welfare, upon request.

## 9. DISPUTE RESOLUTION

- a. The Parties agree to engage in a good faith effort to resolve any issues or disputes arising from this MOU in a cooperative, culturally sensitive, and mutually respectful manner.
  - i. The Parties will make every effort to resolve disputes at lowest level possible.
  - ii. If necessary, the Parties will convene a case staffing within three (3) business days to discuss any issues or disputes.
- b. The Parties agree that where a case staffing does not resolve an issue or dispute, the Parties will engage in a meet and confer dispute resolution process:
  - i. The aggrieved Party will document the issue or dispute to be resolved in writing and will provide this documentation to the Director of HVTHS or Director of CWS within ten (10) calendar days and will request a meeting to discuss the issue or dispute.
  - ii. The responding Party will respond in writing within ten (10) calendar days to HVTHS or CWS's designated representative. Such response will either document an agreed upon solution; or proposed solution; and will provide the opportunity to schedule an additional meeting within ten (10) business days.
- c. If the Parties are unable to resolve the dispute by means of the meet and confer process, they may engage in mediation or another traditional alternative dispute resolution forum to resolve the issue or dispute.
- d. The Parties agree that when issues or disputes cannot be resolved by means of a meet and confer or alternative dispute resolution process, the following process will be followed:
  - i. When the issue involves the delivery of services for families and/or specific placements of Hoopa Valley Tribal children who are dependents of the Juvenile Division Dependency Court, the Parties agree to bring their dispute before the mutually agreed upon Family Wellness Court or Juvenile court for a final determination of the issue.
  - ii. When the issue involves an administrative decision not within the jurisdiction of either the Tribal or Juvenile Division Dependency Courts, including, but not limited to funding decisions, and placement approvals (for instance compliance with criminal exemption process), the Parties agree to bring the issue before a mutually agreed upon Tribal, State, or County dispute resolution service/source.

## 10. TRIBAL COURT

- a. The Parties acknowledge that the Hoopa Valley Tribal Court is authorized to hear Indian Child Welfare matters and the Tribal Court's civil jurisdiction extends to all lands within the boundaries

of the Hoopa Valley Indian Reservation and all lands held in trust by the United States for the Tribe.

- b. The Parties acknowledge that Tribal Court Judgments regarding Indian child welfare matters are entitled to Full Faith and Credit under Federal Law.
- c. The Parties acknowledge that State Court judgments regarding Indian child welfare are entitled to Full Faith and Credit under Tribal law.
- d. The parties acknowledge that federal, tribal, and state law provide for the transfer of Indian child welfare cases to the Hoopa Valley Tribal Court.

#### **11. SOVEREIGN IMMUNITY**

- a. The Parties agree that nothing in this MOU shall be deemed, construed, or implied to be a waiver of sovereign immunity of either party and should a court find that any provision in this MOU is considered by law a waiver of sovereign immunity then that waiver shall be strictly and narrowly construed to the extent that the law allows.

#### **12. NOTICES**

TRIBE: Hoopa Valley Tribe Human Services Department  
Attention: Merris Obie, Director  
P.O. Box 1267  
Hoopa, CA 95546

COUNTY: Humboldt County DHHS - Child Welfare Services  
Attention: Amanda Winstead, Director, Child Welfare Services  
2440 Sixth Street  
Eureka, CA 95501

#### **13. TERM; EXTENSION; MODIFICATION; TERMINATION**

- a. This MOU is effective on the date set forth in the PREAMBLE *infra*.
- b. The Term of this MOU is THREE YEARS.
- c. The Term of this MOU may be extended for an additional term of TWO YEARS upon written agreement of the Parties.
- d. This MOU may be amended by written agreement of the Parties.
- e. Either Party may terminate this agreement upon ninety (90) days written notice.
- f. This MOU may be executed in counterparts.

IN WITNESS THEREOF, this Memorandum of Understanding has been executed by and on behalf of the Hoopa Valley Tribal Council, the Hoopa Valley Tribe Human Services Department/Child & Family Services, the Humboldt County Board of Supervisors, and the Humboldt County Department of Health and Human Services, Child Welfare Services as of the dates shown below.

**HOOPA VALLEY TRIBE:**

By: \_\_\_\_\_  
Joe Davis, Chairman  
Hoopa Valley Tribal Council

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

By: \_\_\_\_\_  
Merris Obie, Director  
Hoopa Valley Tribe Human Services  
Department

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

**COUNTY OF HUMBOLDT:**

By: Steve Madrone  
Steve Madrone, Chair  
Humboldt County Board of Supervisors

Date: 3-21-23

By: \_\_\_\_\_  
Connie Beck, Director  
Humboldt County Department of Health and  
Human Services

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

**Exhibit A  
Humboldt County CWS and  
Hoopa Valley Tribe's Human Services Department (HVTHS) Collaboration Checklist**

Child(ren) Information							
Child Name		DOB		Hoopa Enrollment Status		Other Tribal Affiliation	
Child Name		DOB		Hoopa Enrollment Status		Other Tribal Affiliation	
Child Name		DOB		Hoopa Enrollment Status		Other Tribal Affiliation	
Child Name		DOB		Hoopa Enrollment Status		Other Tribal Affiliation	

Parent/Caregiver Information			
Mother's Name		Tribal Affiliation	
Father's Name		Tribal Affiliation	
Other Caregiver Name		Tribal Affiliation	
Other Caregiver Name		Tribal Affiliation	

Referral/Case Information	
Date/Time CWS Report Received	
Referral ID #	
Case ID #	
CWS Screening social worker	
CWS Investigating social worker	
CWS Ongoing social worker	
HVTHS social worker	

Intake				
Screening Social Worker	Collaboration Steps	Date	Initial to verify step completed	
			CWS SW	HVTHS
	Verify Tribal membership or eligibility with HVTHS			
	Request any additional information/input from HVTHS			
	Include Tribal input in screener narrative with date/time of contact and information provided			
	Complete SDM Hotline tool together with HVTHS			
	If HVTHS not available at time of call, complete tool and leave message requesting call back by HVTHS to re-complete the SDM Hotline tool together			
	Provide response priority to HVTHS			
	Submit cross report to HVTHS including copies of all reports and records pertaining to child			



**Exhibit A**  
**Humboldt County CWS and**  
**Hoopa Valley Tribe's Human Services Department (HVTHS) Collaboration Checklist**

Investigation					
	Collaboration Steps	Date	Initial to verify step completed		
			CWS SW	CWS SWS	HVTHS
<b>Investigating Social Worker</b>	Request permission to enter Hoopa Valley Indian Reservation				
	Request a joint contact with HVTHS				
	HVTHS present during child interview				
	<i>Non-Emergency Placement:</i> Consult with Hoopa SW on Placement				
	<i>Emergency Placement during business hours:</i> Contact HVTHS prior to removal Place in 1) Approved or 2) Preferred HVTHS placement				
	<i>Emergency Placement after hours:</i> Place in 1) Approved or 2) Preferred HVTHS placement and contact HVTHS on the next business day to consult				
	Invite HVTHS to CAST Interview				
	Consult with HVTHS when completing the MH Screening tool. Include input on any disabilities or any special needs.				
	Identify Tribal supports for ongoing support				
	Complete SDM Risk Assessment with HVTHS				
	Develop Safety Plan in collaboration with HVTHS				
	Complete SDM Safety Assessment with HVTHS				
	Provide referral disposition to HVTHS				
	Provide Case Promotion decision to HVTHS				
	Investigation Disposition: <input type="checkbox"/> Unfounded <input type="checkbox"/> Inconclusive <input type="checkbox"/> Substantiated				
	Case Promotion Decision: <input type="checkbox"/> Do not Promote <input type="checkbox"/> Vol. FM <input type="checkbox"/> Court FM <input type="checkbox"/> FR				

Ongoing					
	Collaboration Steps	Date	Initial to verify step completed		
			CWS SW	CWS SWS	HVTHS
<b>Ongoing Social Worker</b>	Conduct joint case planning meetings				
	Develop case plan collaboratively with HVTHS				
	Conduct monthly contacts jointly with HVTHS				
	Complete SDM Risk Reassessment Tool with HVTHS				
	Develop visitation plan collaboratively with HVTHS				
	Develop court report collaboratively with HVTHS				
	Develop concurrent plan collaboratively with HVTHS				
	Consult with HVTHS for school enrollment decisions				
	Invite HVTHS to all IEP meetings				
	Invite HVTHS to all 504 meetings				
	Refer parent(s) for a mental health assessment				

**Exhibit A  
Humboldt County CWS and  
Hoopa Valley Tribe's Human Services Department (HVTHS) Collaboration Checklist**

		Child's Plan		
		Plan Components		Initial to verify step completed
				CWS SW
<b>Ongoing Social Worker</b>	1. That (Child's name) _____ remain current on his/her medical and dental examinations and immunizations as patients at _____.			
	2. That _____ continue to participate in mental health counseling with _____ Ph.D, a Native American therapist or _____ LCSW/MSW or _____ title, at _____;			
	3. That _____ participate in age appropriate weekly cultural education projects and activities prepared, directed, and documented by her/his family; Tribal representatives and other Indian service providers for the Hoopa Valley Tribal children;			
	4. That _____ be allowed to continue to visit with their extended families at a minimum of ___ hour(s) a week according to the families and the children's respective schedules supervised and monitored by the _____ department or their HVTHS representative;			
	5. That _____ be allowed to participate in other identified cultural or religious ceremonies as identified by either family and according to the children's and families respective schedules.			
	6. Refer _____ for a mental health assessment from United Indian Health Services/Two Feathers/Other and provide the recommended treatment plan as provided in the assessment/intake evaluation.			
	7. Refer _____ for a mental health assessment from Humboldt County Mental Health and provide the recommended treatment plan as provided in the assessment/intake evaluation.			

		Case Closure				
		Collaboration Steps			Date	Initial to verify step completed
				CWS SW	CWS SWS	Hoopa SW
<b>Ongoing SW</b>	Consult with HVTHS prior to case closure					
	Complete SDM Case Closure tool with HVTHS					