



INTERGOVERNMENTAL AGREEMENT FOR THE PROTECTION OF TRIBAL CHILDREN

Between

THE MENDOCINO CALIFORNIA TRIBAL NATIONS, a sovereign tribal nation exercising inherent sovereignty over the Mendocino Indian Reservation, acting through its Head Chief and Legislative Assembly

and

THE NATIONAL FEDERATION OF MENDOCINO, a Federal Tribal Government organized under the laws of the Tribal Nations by Lord devin: mallonee

and

THE CALIFORNIA HEALTH AND HUMAN SERVICES AGENCY / MENDOCINO COUNTY HEALTH AND HUMAN SERVICES AGENCY / U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES, acting through its Branch Agency Tribal Nations

Effective Date: _____ 10-21-2026 _____

RECITALS

A. The Mendocino California Tribal Nations is a sovereign tribal nation whose Constitution, adopted May 2020 and fully revised March 26, 2026, establishes at Article 5, §§ 5-10 through 5-13 an absolute and non-derogable framework protecting minors from sexual abuse, torture, ritual abuse, kidnapping, abduction, trafficking, and unlawful misuse of their personal data, and guaranteeing the integrity of the family and the right of a minor to remain with a parent or legal guardian.

B. Those provisions are declared non-derogable under Article 16, § 16-6(a)(6)–(9), are shielded from amendment by Article 21, § 21-2(a)(7), and are expressly excluded from sovereign and official immunity by Article 18, § 18-4(b).

C. The Indian Child Welfare Act of 1978, 25 U.S.C. § 1901 *et seq.*, establishes that the United States has a direct interest in protecting the relationship between Indian children and their tribes, and at 25 U.S.C. § 1919 expressly authorizes agreements between states and Indian tribes regarding the care and custody of Indian children.

D. The Agency administers child welfare, public health, and family support functions affecting minors who are citizens of, or eligible for citizenship in, the Mendocino California Tribal Nations.

E. The Parties share an interest in ensuring that no minor is removed from a fit parent or legal guardian, that any removal is subject to prompt judicial review, and that children are not held in custody without lawful authority or for financial gain.

F. The Parties recognize that the conduct prohibited by §§ 5-10 and 5-11 is criminal in nature and is enforced by prosecuting authorities, and that the Agency's role in respect of such conduct is identification, reporting, referral, protection, and cooperation rather than criminal enforcement.

NOW, THEREFORE, the Parties agree as follows.

ARTICLE 1 — DEFINITIONS

1.1 "Agency" means the health and human services agency party to this Agreement, its divisions, subdivisions, employees, contractors, and agents.

1.2 "Tribe" means the Mendocino California Tribal Nations, its government, departments, and instrumentalities.

1.3 "Federation" means the National Federation of Mendocino.

1.4 "Minor" and "Tribal Child" have the meanings given in the Tribe's Constitution, Article 23, § 23-6(e), and include any person under eighteen (18) years of age who is a citizen of the Tribe, eligible for citizenship, or reasonably believed by the Agency to be either.

1.5 "Covered Conduct" means conduct described in Article 5, §§ 5-10(a), 5-11(a), or 5-12(b) of the Tribal Constitution.

1.6 "Protected Data" has the meaning given in Article 23, § 23-6(g) of the Tribal Constitution.

1.7 "Active Efforts" means active efforts to prevent the breakup of the Indian family within the meaning of 25 U.S.C. § 1912(d) and the regulations thereunder.

1.8 "Tribal Court" means the courts established under Article 9 of the Tribal Constitution.

1.9 "ICWA" means the Indian Child Welfare Act of 1978, 25 U.S.C. § 1901 *et seq.*, and its implementing regulations.

ARTICLE 2 — PURPOSE AND SCOPE

2.1 Purpose. The purpose of this Agreement is to establish binding operating procedures through which the Parties uphold, in their respective spheres of authority, the child-protection provisions of the Tribal Constitution, and through which the Agency discharges its obligations under ICWA with respect to Tribal Children.

2.2 Scope. This Agreement governs the Agency's conduct in any matter involving a Tribal Child, including intake, investigation, removal, placement, case planning, reunification, data handling, and reporting.

2.3 No Diminution of Sovereignty. Nothing in this Agreement diminishes, limits, or qualifies the inherent sovereignty of the Tribe, the jurisdiction of the Tribal Court, or the Tribe's authority over its members and territory. This Agreement is entered into under 25 U.S.C. § 1919 and is not a waiver of sovereign immunity except as expressly stated in Article 13.

2.4 No Diminution of Tribal Law. Where this Agreement and Tribal law differ, the provision more protective of the minor and of family integrity controls as between the Parties.

ARTICLE 3 — RECOGNITION OF TRIBAL LAW AND JURISDICTION

3.1 Recognition. The Agency recognizes the Tribal Constitution, Tribal statutes, Tribal Court orders, and the customary law of the Tribe as the governing law for Tribal Children, subject to applicable federal law.

3.2 Full Faith and Credit. The Agency shall give full faith and credit to Tribal Court orders concerning the custody, placement, guardianship, adoption, and protection of Tribal Children, to the same extent it gives effect to orders of a court of a sister state.

3.3 Notice to the Tribe. In any proceeding involving a Tribal Child, the Agency shall provide written notice to the Tribe's designated ICWA representative within forty-eight (48) hours of initiating the proceeding, and in no event later than the notice provided to any other party.

3.4 Intervention. The Tribe shall be permitted to intervene at any stage in any proceeding involving a Tribal Child, and the Agency shall not oppose intervention.

3.5 Transfer to Tribal Court. Where the Tribe requests transfer of a proceeding to the Tribal Court under 25 U.S.C. § 1911(b), the Agency shall consent unless it identifies good cause to the contrary and states that good cause in writing to the Tribe and to the court within ten (10) days.

ARTICLE 4 — CHILD WELFARE OBLIGATIONS OF THE AGENCY

4.1 Presumption of Parental Custody. The Agency shall treat the presumption in Article 5, § 5-13(a) of the Tribal Constitution as governing its own case determinations, and shall not recommend or effect removal absent clear and convincing evidence of imminent risk of serious harm.

4.2 Due Process Before Removal. The Agency shall not take a Tribal Child into custody without a prior judicial order, except in an emergency in which imminent serious harm requires immediate removal. In any emergency removal, the Agency shall:

- (a) file for a hearing within seventy-two (72) hours;
- (b) notify the parent or legal guardian within twenty-four (24) hours of the child's location, the legal basis for custody, and the date and time of the hearing;
- (c) record the identity of the person who authorized the removal; and
- (d) provide that record to the parent or legal guardian, the Tribe, and the court.

4.3 Return on Unlawful Removal. Where a court finds that a removal was without lawful authority, the Agency shall return the Tribal Child to the parent or legal guardian within twenty-four (24) hours.

4.4 Active Efforts. Before any placement away from a parent or legal guardian, the Agency shall document the Active Efforts it made to prevent the breakup of the family. Where Active Efforts have not been documented, the Agency shall not seek placement and shall not oppose reunification.

4.5 Permanency Deadline. The Agency shall file for a permanency hearing within twelve (12) months of any out-of-home placement and shall recommend reunification unless it can establish by clear and convincing evidence that reunification would expose the child to Covered Conduct.

4.6 Placement Preferences. Where placement away from a parent is ordered, the Agency shall apply the placement preferences of 25 U.S.C. § 1915(b) and Tribal customary law, in that order.

4.7 Customary Adoption. The Agency shall recognize customary adoption under Tribal law as a lawful permanent placement and shall not treat it as "unlawful adoption" for any purpose.

4.8 Quarterly Reporting. The Agency shall deliver to the Tribe and to the Federation, on a quarterly basis, a report identifying:

- (a) each Tribal Child taken into custody during the quarter;
- (b) the legal basis for each removal;
- (c) the duration of each custody episode;
- (d) the disposition of each case;
- (e) the Active Efforts documented in each case; and
- (f) any case in which a Tribal Child has remained in custody beyond twelve (12) months.

4.9 Access to Records. The Agency shall provide the Tribe, on request and without charge, any record concerning a Tribal Child that the Tribe requires to discharge its responsibilities under Tribal or federal law.

ARTICLE 5 — PROTECTION OF MINORS' DATA

5.1 Standard. The Agency shall treat Protected Data of a Tribal Child in accordance with Article 5, § 5-12 of the Tribal Constitution and shall not access, collect, disclose, sell, transfer, process, or use such data except as authorized by law and as necessary for the protection of the child.

5.2 Prohibited Uses. The Agency shall not use, disclose, transfer, or facilitate access to Protected Data concerning a Tribal Child for any purpose related to Covered Conduct.

5.3 Data Minimization. The Agency shall collect only the Protected Data reasonably necessary for the lawful purpose at hand and shall retain it no longer than required by law.

5.4 Automated Systems. Before deploying any artificial intelligence, algorithmic, predictive, biometric, or automated decision system that processes Protected Data of Tribal Children, the Agency shall provide the Tribe with written notice, a description of the system, and an opportunity to object within thirty (30) days. The Agency shall not deploy a system to which the Tribe has objected in writing.

5.5 Breach Notification. The Agency shall notify the Tribe within seventy-two (72) hours of discovering any unauthorized access to or disclosure of Protected Data of a Tribal Child.

5.6 No Re-identification. The Agency shall not attempt to re-identify aggregated or de-identified data concerning Tribal Children.

ARTICLE 6 — REPORTING AND REFERRAL OF COVERED CONDUCT

6.1 Duty to Report. Any Agency employee, contractor, or agent who has reasonable cause to suspect that a Tribal Child has been subjected to Covered Conduct shall report immediately to:

- (a) the Tribe's Public Prosecution Service;
- (b) the Tribe's Ombudsman;
- (c) the appropriate law enforcement authority; and
- (d) the Agency's designated child-protection supervisor.

6.2 No Deferral. The Agency shall not defer, delay, or decline to refer a report on the ground that another authority is investigating, that the conduct occurred outside its jurisdiction, or that the conduct involves technology, virtual environments, or a medium the Agency does not administer.

6.3 Technology-Neutral Intake. The Agency shall accept and process reports of Covered Conduct regardless of the medium in which the conduct occurred, including conduct facilitated through digital, virtual, simulated, or artificial-intelligence-assisted means.

6.4 Preservation. On receipt of a report, the Agency shall take reasonable steps to preserve relevant evidence and shall not destroy any record relating to the report.

6.5 Cooperation. The Agency shall cooperate with the Tribe's Public Prosecution Service and with any competent law enforcement or international authority investigating Covered Conduct, and shall not shelter any alleged perpetrator.

6.6 Annual Report. The Agency shall report annually to the Tribe and the Federation on the number of reports received under this Article, the referrals made, and the outcomes.

ARTICLE 7 — PROHIBITION ON FINANCIAL INCENTIVES

7.1 No Profit from Custody. The Agency shall not accept, and shall not permit any contractor or subcontractor to accept, any compensation, grant, bonus, performance payment, or other financial benefit that is contingent on:

- (a) the number of minors taken into custody;
- (b) the duration of any custody episode;
- (c) the rate of removal from a parent or legal guardian; or
- (d) the placement of a minor away from a parent or legal guardian.

7.2 Certification. The Agency shall certify annually to the Tribe and the Federation that it is in compliance with this Article, identifying each funding source that touches child custody functions and the basis on which it is calculated.

7.3 Contracts. The Agency shall include this Article by reference in every contract with a provider of child welfare, foster care, or placement services.

7.4 Remedy. Where the Tribe establishes that the Agency or its contractor has received a benefit prohibited by this Article, the Tribe may suspend its participation in the affected program pending correction, without terminating this Agreement.

ARTICLE 8 — OBLIGATIONS OF THE TRIBE

8.1 Designation. The Tribe shall designate an ICWA representative and a child-protection liaison and shall notify the other Parties of their identity and contact information.

8.2 Tribal Court Access. The Tribe shall ensure that the Tribal Court is available to hear emergency removal hearings within seventy-two (72) hours and habeas corpus petitions under Article 5, § 5-13(i) within seventy-two (72) hours.

8.3 Implementing Legislation. The Tribe shall use its best efforts to enact the criminal offenses and data-protection standards contemplated by Article 5, §§ 5-10(l), 5-11(k), and 5-12(j) within one year of the effective date of this Agreement, and shall notify the other Parties when it has done so.

8.4 Coordination. The Tribe shall coordinate with the Agency on case planning for Tribal Children and shall make its customary-law resources available to the Agency for training and placement decisions.

8.5 Training. The Tribe shall provide, at no cost to the Agency, training on Tribal law, customary practice, and the provisions of this Agreement, at least annually.

ARTICLE 9 — OBLIGATIONS OF THE FEDERATION

9.1 Monitoring. The Federation shall monitor compliance with this Agreement and shall receive the reports required by Articles 4.8, 6.6, and 7.2.

9.2 Publication. The Federation shall publish an annual public report on compliance, redacting Protected Data and any information that could identify a minor.

9.3 Convening. The Federation shall convene the Parties not less than twice annually to review implementation and to resolve operational difficulties.

9.4 Advocacy. The Federation may advocate for legislative, regulatory, and funding changes necessary to give effect to this Agreement, and shall not take a position inconsistent with it.

9.5 Records. The Federation shall maintain records of all reports received and meetings held under this Agreement for not less than seven (7) years.

ARTICLE 10 — JOINT OBLIGATIONS

10.1 Joint Training. The Parties shall conduct joint training at least annually on ICWA, Tribal law, trauma-informed practice, identification of Covered Conduct, and the obligations of this Agreement.

10.2 Cross-Deputization of Notice. The Parties shall establish a single point of contact at each Party for notices under this Agreement and shall maintain a current contact list.

10.3 Data Sharing Agreement. The Parties shall execute a separate data sharing agreement consistent with Article 5 within ninety (90) days of the effective date.

10.4 Annual Review. The Parties shall meet annually to review the operation of this Agreement and to consider amendments.

ARTICLE 11 — FUNDING

11.1 Each Party bears its own costs of performing this Agreement unless otherwise agreed in writing.

11.2 The Agency shall identify and disclose to the Tribe and the Federation all federal and state funding sources available for the performance of this Agreement, including funds available under ICWA, Title IV-E of the Social Security Act, and 25 U.S.C. § 5301 *et seq.*

11.3 Nothing in this Agreement obligates any Party to expend funds not appropriated for the purpose.

ARTICLE 12 — SOVEREIGN IMMUNITY

12.1 Tribe. The Tribe retains its sovereign immunity and does not waive it by entering into this Agreement. Consistent with Article 18, § 18-2 of the Tribal Constitution, no waiver of the Tribe's immunity shall be implied. Any waiver requires express action of the Legislative Assembly.

12.2 Non-Application to Covered Conduct. Consistent with Article 18, § 18-4(b) of the Tribal Constitution, no immunity, whether sovereign, official, or qualified, applies to acts described in §§ 5-10(a), 5-11(a), 5-12(b), or 5-13. Nothing in this Article limits that provision.

12.3 Agency. The Agency retains whatever immunities are available to it under applicable law. To the extent permitted by law, the Agency waives immunity from suit in the Tribal Court for the limited purpose of enforcing this Agreement, and for no other purpose.

12.4 Federation. The Federation retains whatever immunities are available to it under applicable law and does not waive them by entering into this Agreement.

12.5 No Third-Party Beneficiaries. Except as provided in Article 12.2, this Agreement creates no right enforceable by any person who is not a Party.

ARTICLE 13 — DISPUTE RESOLUTION

13.1 Negotiation. The Parties shall attempt in good faith to resolve any dispute through negotiation within thirty (30) days of written notice of the dispute.

13.2 Mediation. If negotiation fails, the Parties shall submit the dispute to mediation before a mediator mutually selected, with costs shared equally.

13.3 Adjudication. If mediation fails, the dispute shall be resolved:

- (a) in the Tribal Court, where the dispute concerns the interpretation of Tribal law or the constitutional provisions identified in this Agreement; or
- (b) in [the Superior Court of the State of California, County of Mendocino], where the dispute concerns the Agency's obligations under federal or state law.

13.4 Continued Performance. The Parties shall continue to perform their obligations under this Agreement during any dispute.

ARTICLE 14 — TERM, AMENDMENT, AND TERMINATION

14.1 Term. This Agreement takes effect on the effective date and continues for five (5) years, renewable by written agreement of all Parties.

14.2 Amendment. This Agreement may be amended only by a written instrument signed by all Parties.

14.3 Termination for Convenience. Any Party may terminate on one hundred eighty (180) days' written notice.

14.4 Termination for Cause. Any Party may terminate immediately on written notice if another Party has materially breached this Agreement and has failed to cure the breach within sixty (60) days of written notice.

14.5 Effect of Termination. Termination does not relieve any Party of its obligations under ICWA, under the Tribal Constitution, or under applicable law.

14.6 Survival. Articles 5, 12, 13, and 15 survive termination.

ARTICLE 15 — GENERAL PROVISIONS

15.1 Governing Law. This Agreement is governed by the Tribal Constitution and the laws of the Tribe, by ICWA, and by applicable federal law. Where the Parties are subject to different bodies of law, each Party performs its obligations in a manner consistent with its own governing law and with the provisions of this Agreement.

15.2 Entire Agreement. This Agreement, together with the Annexes, constitutes the entire agreement among the Parties and supersedes all prior understandings.

15.3 Severability. If any provision is held invalid, the remaining provisions continue in full force.

15.4 Counterparts. This Agreement may be executed in counterparts, each of which is an original.

15.5 Notices. Notices shall be in writing and delivered by hand, by certified mail, or by electronic mail confirmed by reply, to the addresses set out below.

15.6 No Agency. Nothing in this Agreement creates a partnership, joint venture, or agency relationship among the Parties.

15.7 Construction. This Agreement shall be construed to give effect to its protective purposes and in favor of the minor and of family integrity.

SIGNATURES

FOR THE TRIBAL NATIONS

_____/S/ /SS/_____
Lord Devin: Mallonee, President and Chief
Date: _____ 10-21-2026 _____

President of the Legislative Assembly
Date: _____

FOR THE NATIONAL FEDERATION OF MENDOCINO

_____/S/_____/SS/_____
Lord Devin: Mallonee, President and Chief
Date: _____ 10-21-2026 _____

FOR THE HHS: AGENCY TRIBAL NATIONS

_____/SS/_____/S/_____
Lord Devin: Mallonee, President and Chief
Date: _____ 10-21-2026 _____