

ORIGINAL

**MEMORANDUM OF UNDERSTANDING AND
INTERGOVERNMENTAL AGREEMENT #481-M1011
(A Nonfinancial Agreement)**

Between

EL DORADO COUNTY DEPARTMENT OF HUMAN SERVICES

And

SHINGLE SPRINGS BAND OF MIWOK INDIANS

Regarding

Tribal Temporary Assistance for Needy Families (TANF)

THIS Memorandum of Understanding (hereinafter referred to as MOU) made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and the Shingle Springs Band of Miwok Indians, a Federally-recognized Indian tribe and sovereign nation whose principal place of business is 5281 Honpie Road, Placerville, CA 95667 (Mailing: P.O. Box 1340, Shingle Springs, CA 95682) (hereinafter referred to as "Tribe")(hereinafter referred to individually as "Party" or collectively as "Parties"). This MOU sets forth each agency's role and responsibilities relative to the Tribe's desire to provide a Tribal family assistance program through its Shingle Springs Tribal TANF Program ("SSTTP").

RECITALS

WHEREAS, in 1996 Congress passed the Personal Responsibility and Work Opportunity Reconciliation Act (hereinafter referred to as "PRWORA"), thereby ending the Aid to Families with Dependent Children (hereinafter referred to as "AFDC") Program; and

WHEREAS, PRWORA replaced AFDC, the Emergency Assistance program and the Job Opportunities and Basic Skills program with the Temporary Assistance for Needy Families (hereinafter referred to as "TANF") block grant to States thereby giving authority to El Dorado County Department of Human Services (hereinafter referred to as "DHS") to operate a TANF program in El Dorado County; and

WHEREAS, in accordance with California Public Law 104-193, as amended, Chapter 270, Statutes of 1997 (California Assembly Bill Number 1542, Chapter 270, Statutes of 1997), as amended, and California Welfare and Institutions Code Section 10553.2, as amended, authorizes the El Dorado County Department of Human Services to transfer TANF services to a Tribal government; and

WHEREAS, the Tribe is a Federally-recognized Indian tribe and sovereign nation, is recognized as possessing powers of self-government and is recognized as eligible by the Secretary of the Interior for the special programs and services provided by the United States to Indian and Alaska Native families (hereinafter referred to as “American Indians”) because of their status as American Indians; and

WHEREAS, the Tribe desires to provide a Tribal Temporary Assistance for Needy Families program (hereinafter referred to as “Tribal TANF”); and

WHEREAS, the Administration for Children and Families (hereinafter referred to as “ACF”) has approved the Tribe’s Shingle Springs Rancheria’s Tribal Family Assistance Plan to operate their own Tribal TANF program by serving eligible American Indian recipients residing in El Dorado, Placer and Sacramento counties; and

WHEREAS, the Tribe has negotiated a Memorandum of Understanding with the California Department of Social Services to provide Tribal TANF services through the Tribe to eligible American Indian families in El Dorado County effective June 1, 2010; and

WHEREAS, DHS agrees to transfer responsibility for administering and providing Tribal TANF services for eligible American Indian families residing in El Dorado County (“Eligible Recipients”) to the Tribe; and

WHEREAS, the Tribe has an approved TANF Plan in place with DHS effective June 1, 2010; and

WHEREAS, DHS and the Tribe desire a smooth transfer of the provision of such Tribal TANF services; and

WHEREAS, it is the purpose of this non-financial MOU to outline the duties and responsibilities of the Parties in connection with the provision of Tribal TANF services to Eligible Recipients residing in El Dorado County; and

WHEREAS, it is the intent of the Parties hereto that such services be in conformity with all applicable Federal, Tribal, State and local laws.

NOW THEREFORE, the Parties hereto mutually agree as follows.

ARTICLE I

Scope of Services. The Tribe and DHS agree to the following provisions for qualified Eligible Recipients residing in El Dorado County who choose to receive Tribal TANF services:

1. General Provisions

- a. The Tribe, through its entity "SSTTP," shall provide cash aid, employment and supportive services to Eligible Recipients.
- b. DHS shall provide Food Stamps and Medi-Cal services to Eligible Recipients.
- c. To promote best practices, facilitate carrying out the Parties' responsibilities herein stated and help ensure the successful implementation of this MOU and the SSTTP, DHS and the Tribe shall initiate and utilize a set of protocols and policies for transitioning qualified DHS CalWORKs (California Work Opportunity and Responsibility to Kids) cases to Tribal TANF (see Exhibit "A", marked "PROTOCOLS FOR TRANSFER OF CASES", which is incorporated herein and made by reference a part hereof).
- d. DHS and the Tribe shall implement and develop an information sharing system with the Tribe to prevent and identify duplicate claims and services.
- e. With informed client consent, the Tribe and DHS shall exchange limited information on an "as needed" basis to determine eligibility for SSTTP Tribal TANF CalWORKs, Medi-Cal or Food Stamps.
 - i. DHS and the Tribe agree to exchange Social Security Numbers (SSN) on an "as needed" basis to prevent duplicate aid; and
 - ii. The Tribe agrees to inform DHS in advance of program changes (i.e., cost-of-living increases) to help ensure Food Stamp and Medi-Cal program integrity.
- f. Qualified Eligible Recipients with, as defined in the SSTTP Plan, an American Indian child in the household shall have the option to receive services from Tribal TANF or CalWORKs. Additionally, Eligible Recipients may apply to transfer from one program to another. However, they shall not receive cash aid from both programs simultaneously.
- g. The Tribal TANF program and DHS offices shall each appoint a liaison to resolve issues that may arise in the continued administration of the program.
- h. The Tribe and DHS shall refer investigation on all welfare fraud cases, including CalWORKs and Food Stamps, to their individual respective investigative agency ("Investigative Agency"). Investigative Agency shall be responsible for conducting all necessary fraud investigation duties on behalf of referring Party on all welfare fraud cases referred to them, including CalWORKs and Food Stamps. Where a fraud investigation may involve cases of the other agency, the Tribe, DHS and Investigative Agency staff shall cooperate with each other to facilitate the investigation. Fraud investigation for duplicate aid cases shall be the responsibility of the Party issuing the erroneous payment.
- i. Both Parties shall fully collaborate to respond to and facilitate issues identified as barriers to self-sufficiency and family unity of Tribal TANF clients.
- j. The Tribe and DHS shall provide each other advance notice of any anticipated media coverage on the SSTTP.
- k. Any notices to the Tribe or DHS regarding a reduction in funding must be disclosed to the other Party within ten (10) days of receipt of said notice.

2. Method of Dispute Resolution

- a. All Parties agree to communicate openly and to resolve any problems or disputes related to provision of services in a cooperative manner and at the lowest level of intervention possible.

- b. If disputes arise between the Parties, both Parties agree to first attempt to resolve the dispute informally. Should informal resolution efforts fail, the dispute shall be referred in writing to the Director of Human Services and the Tribal Chairperson. The Director and Tribal Chairperson, or their designees, shall use their best efforts to resolve the dispute. If the Director and Tribal Chairperson, or their designees, are unable to resolve the dispute within fifteen (15) days after the dispute has been referred to them, either party may terminate their participation in this MOU in accordance with Article VI – Default, Termination, Cancellation and Fiscal Considerations.
- c. Additionally, the Parties mutually agree that they shall:
 - i. Participate in good faith in routine partner meetings devoted to the planning, evaluation and continuous improvement of all the Tribal TANF CalWORKs, Medi-Cal or Food Stamps programs; and
 - ii. Acknowledge and respect the individual identity of each of the Parties, while actively and continually pursuing a coordination of effort among the Parties to provide seamless service delivery to Eligible Recipients.

3. DHS Responsibilities

In addition to those responsibilities listed above in Section 1, “General Provisions,” DHS shall be responsible for the following:

- a. CalWORKs Applicants
 - i. At application, ask each applicant if his/her family is American Indian and if there is a child(ren) of American Indian origin in the family.
 - ii. For applicants self-declaring to be American Indians who can provide written documentation to support self-declaration, DHS shall provide written information about Tribal TANF and offer said applicant the option of receiving Tribal TANF. DHS shall receive the applicant’s choice in writing and have said document signed and dated by applicant.
- b. For Applicants Choosing Tribal TANF, DHS responsibilities are detailed in Exhibit “A”, marked “Protocols For Transfer Of Cases”.

4. Tribe Responsibilities

In addition to those responsibilities listed above in Section 1, “General Responsibilities,” the Tribe shall be responsible for the following:

- a. Identifying Tribal TANF field office locations and designating which DHS offices are to work with each Tribal TANF field office.
- b. During transition period, the Tribe shall provide staff at DHS’s central processing site located at 3057 Briw Ridge Road, Suite A, Placerville, CA to validate Tribal membership, coordinate CalWORKs discontinuance/Tribal TANF approval dates and liaison with DHS and Tribal TANF field offices to address issues that may arise.
- c. Coordinate with DHS the beginning date of Tribal TANF, allowing for a ten (10) day notice of discontinuance of CalWORKs.
- d. Obtain written acknowledgement from all families participating in the SSTTP, which states that they cannot receive TANF/CalWORKs cash aid assistance and/or TANF/CalWORKs services from DHS while being served by the SSTTP.
- e. New Tribal TANF applicants:
 - i. If the family is Tribal TANF eligible, Tribal TANF shall contact DHS to verify that applicant(s) are not currently receiving CalWORKs. If applicant is not currently receiving CalWORKs, the Tribe shall initiate the transfer of the case and determine the

- time on CalWORKs, if any, which would count toward the Tribal TANF 60-month clock.
- ii. If applicant(s) are not currently receiving Food Stamps, the Tribe shall refer applicant to outreach staff in the office or to appropriate DHS office to apply for Food Stamps.
 - iii. If applicant(s) are not currently receiving Medi-Cal, the Tribe shall send an application as provided by DHS and completed by applicant(s), along with all verifications collected, to DHS for processing. DHS shall also be provided any information regarding benefit amounts provided, as well as advance notice on future benefit changes.
- f. Should a participant choose to transfer back to TANF/CalWORKs from the SSTTP, the Tribe shall provide DHS with the records needed to determine eligibility for TANF/CalWORKs (e.g. Social Security number, birth records, immunization records, school attendance records, proof of current income/property, childcare records, aid payment records, employment services records and any other pertinent information).
- g. The Tribe and the SSTTP shall share evaluative and outcome data and reports, including raw data, with DHS to be used for the purposes of better understanding the impacts of the SSTTP. DHS shall cooperate in providing aggregate and other non-confidential data and information to the Tribe for use in its evaluative analysis.

ARTICLE II

Term. This MOU shall become effective when fully executed by all parties hereto, shall cover the period commencing June 1, 2010 up to the time of termination by any Party pursuant to Article VI and shall automatically renew for successive one-year terms, from year to year thereafter, unless terminated according to the terms of this agreement.

ARTICLE III

Compensation.

1. There is no compensation payable to either Party in connection with this MOU.
2. The Tribe is to be funded directly from Federal and State resources for the provision of the Tribal TANF family assistance program and employment and supportive services.
3. DHS shall incur no financial obligation for any assistance or services under the Tribal TANF program. The recovery or adjustment of any overpayment or duplicative assistance shall be the responsibility of the Party issuing the erroneous payment.
4. However, the Tribe may contract with DHS for services based upon specific written agreements including but not limited to technical assistance related to program development and implementation, record retention and other services as the parties may identify.

ARTICLE IV

Transfer of Case Information.

1. DHS shall transfer case information in compliance with established DHS policy, the attached Protocol, and in accordance with the Privacy Act, the Freedom of Information Act, Section 10850 of the Welfare and Institutions Code, 45 Code of Federal Regulations 205.5 et seq. and other applicable laws or policies.
2. DHS shall require an approved, signed consent to release of information form from each family for every case transferred to the SSTTP.
3. The Tribe shall require a verification of aid form to be completed by the designated DHS

Liaison within five (5) business days of receipt of such written request. A copy of the signed consent to release information form shall be attached to the verification of aid form.

4. The Tribe shall both timely discontinue and accept cases as provided for in the Protocol (Exhibit A) to insure timely payments and effective program operations.
5. The Tribe and DHS shall carefully record the time aid is received as the Federal 60-month time limit applies to both TANF programs and the time aid is received in either program counts toward this 60-month time limit. Thus, any month in which CalWORKs assistance is received counts toward the SSTTP 60-month clock and, conversely, any month of the SSTTP counts toward the CalWORKs 60-month Federal clock.

ARTICLE V

Amendments. This MOU may be amended by mutual consent of the Parties hereto. Said amendments shall become effective only when in writing and executed by both Parties.

ARTICLE VI

Default, Termination, Cancellation and Fiscal Considerations.

- A. **Default.** Upon the occurrence of any default of the provisions of this MOU, a Party shall give written notice of said default to the Party in default (notice). If the Party in default does not cure the default with fifteen (15) days of the date of notice (time to cure), then such Party shall be in default. The time to cure may be extended at the discretion of the Party giving notice. Any extension of time to cure must be in writing, prepared by the Party in default for signature by the Party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires. Notice given under this section shall specify the alleged default and the applicable MOU provision and shall demand that the Party in default perform the provisions of this MOU within the applicable period of time. No such notice shall be deemed a termination of this MOU unless the Party giving notice so elects in this notice, or the Party giving notice so elects in a subsequent written notice after the time to cure has expired.
- B. **Bankruptcy.** This MOU, at the option of either Party, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency.
- C. **Ceasing Performance.** Either Party may terminate this MOU in the event the other Party ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this agreement.
- D. **Termination or Cancellation Without Cause.** Either Party may terminate this MOU in whole or in part upon thirty (30) calendar day's written notice without cause. Upon receipt of a Notice of Termination, the Party shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise. Either Party considering termination shall explore alternatives with the other Party before taking such action and ensures that there is no disruption or breaks in service of assistance to Tribal Members.
- E. **Retrocession.** In the event of retrocession by the State or Federal government, the Tribe shall notify County and the California Department of Social Services ("CDSS") thirty (30) days prior to the effective date of retrocession.
- F. **Fiscal Considerations.**
 - a. **Tribe.** The Tribe may terminate the MOU immediately if it suffers a total loss of funding for the TANF Program.

- b. County. The Parties to this MOU recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this MOU to the contrary, County shall give notice of cancellation of this MOU in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this agreement. Upon the effective date of such notice, this MOU shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors, during the course of a given year for financial reasons, reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this MOU may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE VII

Confidentiality and Information Security Provisions: DHS and the Tribe shall protect from unauthorized disclosure names and other identifying information concerning person(s) receiving service(s) pursuant to this MOU, except for statistical information not identifying any person(s). DHS and the Tribe shall not use such information for any purpose other than carrying out DHS and the Tribe's obligations under this MOU. The Tribe shall promptly transmit to County all requests for disclosure of such information not originating from the person(s). DHS and the Tribe shall not disclose, except as otherwise specifically permitted by this MOU or authorized by the person(s), any such information to anyone other than County, except when subpoenaed by a court. For the purpose of this paragraph identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the person(s), such as fingerprint, voiceprint or photograph. If the Tribe receives any individually identifiable health information ("Protected Health Information" or "PHI") from County or creates or receives any PHI on behalf of County, the Tribe shall maintain the security and confidentiality of such PHI as required of County by applicable laws and regulations, including the Health Insurance Portability and Accountability Act ("HIPAA") of 1996 and the regulations promulgated thereunder.

The Tribe and County shall comply with applicable laws and regulations, including but not limited to The Code of Federal Regulations, Title CFR45, parts 160-164, regarding the confidentiality and security of personal identifiable information (PII).

Personal identifiable information (PII) means any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including but not limited to, his or her name, signature, social security number, passport number, driver's license or state identification

card number, insurance policy number, education, employment, employment history, bank account number, credit card number, or any other financial information.

A. Permitted Uses and Disclosures of PII by the Tribe and County.

- (1) Permitted Uses and Disclosures. The Tribe and County shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical and physical safeguards appropriate to the size and complexity of the Tribe and County's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the PII that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PII other than as provided for in this Agreement. Except as otherwise provided in this Agreement, the Tribe and County, may use or disclose PII to perform functions, activities or services identified in this MOU provided that such use or disclosure would not violate Federal or State laws or regulations.
- (2) Specific Uses and Disclosures provisions. Except as otherwise indicated in the Agreement, the Tribe and County shall:
 - (a) Use and disclose PII for the proper management and administration of the Tribe and/or County or to carry out the legal responsibilities of the Tribe or County, provided that such use and disclosures are permitted by law; and
 - (b) Take all reasonable steps to destroy, or arrange for the destruction of a customer's records within its custody or control containing personal information which is no longer to be retained by the Tribe and County by (1) shredding, (2) erasing or (3) otherwise modifying the personal information in those records to make it unreadable or undecipherable through any means.

B. Responsibilities of the Tribe and County.

- (1) The Tribe and County agree to the following safeguards:
 - (a) To prevent use or disclosure of PII other than as provided for by this Agreement. Each party shall provide the other with information concerning such safeguards as is reasonably requested from time to time; and
 - (b) The Tribe and County shall restrict logical and physical access to confidential, personal (e.g., PII) or sensitive data to authorized users only; and
 - (c) The Tribe and County shall implement appropriate authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Tribe and County shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-86 and SANS Institute Password Protection Policy.
- (2) The Tribe and County shall implement the following security controls on each server, workstation, or portable (e.g. laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - (a) Network based firewall and/or personal firewall; and
 - (b) Continuously updated anti-virus software; and
 - (c) Patch-management process including installation of all operating system/software vendor security patches.
- (3) Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to the Tribe and/or County of a use or disclosure of PII by the

Tribe and County or its subcontractors in violation of the requirements of this Agreement.

- (4) Agents and Subcontractors of the Tribe and County. To ensure that any agent, including a subcontractor to which the Tribe and County provides PII received from the other party, or created or received by itself, for the purposes of this MOU shall comply with the same restrictions and conditions that apply through this MOU to the Tribe and County with respect to such information.
- (5) Notification of Electronic Breach or Improper Disclosure. During the term of this Agreement, each party shall notify the other immediately upon discovery of any breach of PII and/or data, where the information and/or data are reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to County Privacy Officer, within two business days of discovery, at (530) 621-5852 or the TANF Executive Director. The Tribe and/or County shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. The Tribe and/or County shall investigate such breach and provide a written report of the investigation to County Privacy Officer or TANF Executive Director, postmarked within thirty (30) working days of the discovery of the breach.

ARTICLE VIII

Independent Capacity.

1. It is understood that the Tribe and DHS are independent agencies and that no employer-employee relationship exists between the Parties hereto.
2. The Tribe assumes exclusively the responsibility for the Tribe's acts and the acts of the Tribe's employees, agents or subcontractors as they relate to the services to be provided during the course and scope of this agreement.
3. DHS assumes exclusively the responsibility for DHS's acts and the acts of DHS employees, agents or subcontractors as they relate to the services to be provided during the course and scope of this agreement.

ARTICLE IX

Disputes. If a dispute arises from this MOU involving interpretation, implementation or conflict of policy or procedures, the Parties shall meet to resolve the problem within applicable Tribal laws and practices and DHS governing policies, State and Federal law as outlined in Article 1, Section 2. To the extent possible, both Parties shall ensure that any dispute shall not disrupt the delivery of services or assistance payments to Eligible Recipients.

ARTICLE X

Indemnity. The Tribe shall defend, indemnify and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Tribe's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, the Tribe, subcontractor(s) and

employee(s) or any of these, except for the sole or active negligence of County, its officers and employees, or as expressly proscribed by statute. This duty of the Tribe to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

County shall indemnify, defend and hold harmless the Tribe, its officers, agents, employees and representatives from and against any and all claims, losses, liabilities or damages, demands and actions, including payment of reasonable attorney's fees and other costs including properties of the Tribe and injury to or death of the Tribe's officers, agents or employees, consequential losses or economic losses, which in any way arise out of or are alleged to arise out of the performance of this Agreement, caused in whole or in part by any negligent or willful act or omission of County, its officers, agents, employees, subcontractors, or anyone directly or indirectly employed by any of them unless such damage loss injury or death shall be caused by the sole or active negligence of the Tribe.

ARTICLE XI

Sanctions. In light of the Parties' government-to-government relationship, both Parties agree to honor sanctions imposed by the other Party on or after the effective date of this MOU subject to the following conditions. Both Parties agree that in order for sanctions to be transferrable, the following conditions must be met:

- 1) The sanction must have been issued following the opportunity for the sanctioned individual to appeal such a decision to an independent body; and
- 2) The sanction must be mutually recognized by both Parties including but not limited to Intentional Program Violations.

ARTICLE XII

Notice to Parties. All notices to be given by the Parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to DSH shall be addressed as follows:

EL DORADO COUNTY
DEPARTMENT OF HUMAN SERVICES
3057 BRIW ROAD
PLACERVILLE, CA 95667
ATTN: CYNTHIA KJELLIN, PROGRAM MANAGER II

or to such other location as DHS directs.

Notices to the Tribe shall be addressed as follows:

SHINGLE SPRINGS BAND OF MIWOK INDIANS
PO BOX 1340
SHINGLE SPRINGS, CA 95682
ATTN: TRIBAL CHAIRPERSON

or to such other location as the Tribe directs And a copy sent simultaneously to:

ADMINISTRATION OF CHILDREN AND FAMILIES
50 UNITED NATIONS PLAZA, ROOM 450
SAN FRANCISCO, CA 94102

and

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
CALWORKS ELIGIBILITY BUREAU
744 P STREET, M.S. 16-32
SACRAMENTO, CA 95814

Notices to the SSTTP shall be addressed as follows:

SSTTP
P.O. BOX 1340
SHINGLE SPRINGS, CA 95682
ATTN: EXECUTIVE DIRECTOR

ARTICLE XII

Administrator. The County Officer or employee with responsibility for administering this MOU on behalf of the Department of Human Services is Cynthia Kjellin, Program Manager II, or successor.

ARTICLE XIV

Partial Invalidity. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provision shall continue in full force and effect without being impaired or invalidate in any way.

ARTICLE XV

Entire Agreement. This document and the documents referred to herein are the entire agreement between the Parties and they incorporate or supersede all prior written or oral agreements or understandings.

ARTICLE XVI

Authorized Signatures. The Parties to this MOU represent that the undersigned individuals executing this MOU on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said Parties to the obligations set forth herein.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Cynthia H. Kjellin Dated: 10/6/10
Cynthia Kjellin
Program Manager II
Department of Human Services

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: Daniel Nielson Dated: 10-6-2010
Daniel Nielson, M.P.A.
Director
Department of Human Services

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IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding # 481-M1011 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____

Chair
Board of Supervisors
"County"

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By: _____

Dated: _____

Deputy Clerk

**--SHINGLE SPRINGS BAND OF MIWOK INDIANS--
A FEDERALLY RECOGNIZED INDIAN TRIBE AND SOVEREIGN NATION**

By: _____

Dated: 10-13-10


Nicholas Fonseca
Tribal Chairperson
"Tribe"

EXHIBIT A

Protocols For Transfer Of Cases

1. Transitioning Approved CalWORKs Cases

- a. Notify County TANF recipients of the availability of the SSTTP for Eligible Recipients in a targeted communication developed jointly with the Tribe within thirty (30) days of the MOU final execution date.
- b. Provide Eligible Recipients interested in transferring their case from El Dorado County to the SSTTP with a release of information consent document form.
- c. Following receipt of the consent form, the DHS will submit a client list and client information to the Tribe for determination of eligibility for the SSTTP on designated DHS form, including the following: time on aid, Social Security Number, school attendance information, UIB application/denial, current income/property, childcare status, employment service history, and any other pertinent information.
- d. All approved CalWORKs cases served by SSTTP will be transitioned within 180 days after June 1, 2010.
 - i. DHS and SSTTP will develop a contingency plan to address transitioning existing CalWORKs recipients, as well as CalWORKs applicants.
 - ii. The contingency plan will address waiting lists, priority for services, etc. For any approved family on a waiting list for Tribal TANF services, DHS will provide CalWORKs cash aid, employment and supportive services.
- e. Eligible Recipients can choose to receive SSTTP resources or CalWORKs and can transfer from one program to another; however, they cannot receive aid from both programs simultaneously.
- f. Employment, substance abuse and mental health services sanctions will be honored by both parties.
- g. DHS shall assign a liaison to the Tribe to assist in the resolution of issues that may arise during implementation of the SSTTP.
- h. Tribe shall assign a liaison to DHS to assist in the resolution of issues that may arise during implementation of the SSTTP.

2. Transfer of Cases Responsibilities

- a. Existing CalWORKs Cases
 - i. The Tribe, in conjunction with DHS, will conduct a special community meeting, asking individuals to self-identify if they are American Indian and, if so, offering the option to receive Tribal TANF.
 - ii. During the initial transition period, conduct a special mailing to all CalWORKs families, asking them to self-identify if they are American Indians and, if so, offering said individuals the option to receive Tribal TANF. Individuals will be required to provide proof of their American Indian status.
 - iii. DHS shall consult with the SSTTP staff on a case-by-case basis to arrange continuation of Welfare to Work activity. When CalWORKs is discontinued, DHS shall stop all employment and supportive services and other direct

- assistance or service funded by the CalWORKs Single Allocation and CalWORKs Mental Health and Substance Abuse Allocation.
- b. For Eligible Recipients CalWORKs families who choose Tribal TANF and sign and appropriate transfer agreement and consent form:
 - i. DHS will assure there is no break in aid or supportive services, discontinue CalWORKs, as long as a family remains CalWORKs eligible, coordinating the termination with the effective date of SSTTP approval.
 - ii. DHS will continue Medi-Cal and Food Stamp benefits, as long as a family remains CalWORKs eligible; recalculate Food Stamps, if necessary.
 - iii. DHS will consult with SSTTP staff on a case-by-case basis to arrange continuation of Welfare to Work activity while CalWORKs eligible. When CalWORKs is discontinued, stop all employment and supportive services and other direct assistance or service funded by the CalWORKs Single Allocation and CalWORKs Mental Health and Substance Abuse Allocation.
 - iv. DHS will provide, to SSTTP field offices, DHS records needed to determine eligibility for Tribal TANF (e.g. Social Security Number, birth records, immunization records, school attendance records, proof of UIB application/denial, proof of current income/property, child care status, employment service history, time on aid and any other pertinent information).
 - c. CalWORKs Applicants
 - i. At application, DHS will ask each applicant if there is a child(ren) of American Indian origin in the family.
 - ii. For applicants self-declaring to be American Indian, provide written information about SSTTP, offer the option of receiving Tribal TANF through SSTTP and obtain the applicant's choice in writing.
 - iii. *For Individuals Choosing SSTTP:*
 - Process CalWORKs application per existing procedures, refer the applicant to the appropriate Tribal TANF office, and
 - If CalWORKs is approved, DHS will transfer case to designated continued worker pending outcome of SSTTP eligibility determination, or
 - If CalWORKs is denied, DHS will notify the Tribal TANF office about the denial.
 - If the individual is approved for the Tribal TANF program by SSTTP:
 - DHS will discontinue CalWORKs, coordinating the termination with the effective date of the Tribal TANF cash assistance approval so there is no break in cash aid or supportive services;
 - DHS will continue Medi-Cal and Food Stamp benefits; recalculate Food Stamps, if necessary.
 - DHS will transfer DHS Food Stamp and Medi-Cal cases to the appropriate DHS unit.
 - If the individual is denied for the Tribal TANF program by SSTTP, note denial in case record. Transfer case to appropriate CalWORKs bureau.

iv. For Individuals Choosing CalWORKs:

- Contact SSTTP office to:
 - Verify the individual is not currently receiving Tribal TANF; and
 - Determine any prior receipt from SSTTP (which would count toward 60-month federal time clock).

3. New Tribal TANF Applicants

- a. If the family is eligible for SSTTP, SSTTP will contact DHS to initiate transfer of the case. If the family is not on CalWORKs, determine prior receipt of CalWORKs, if any, which would count toward the Tribal TANF 60-month clock.
- b. If the applicant is not currently receiving Food Stamps, SSTTP will send the applicant to the appropriate DHS office to apply for Food Stamps.
- c. If the applicant is not currently receiving Medi-Cal, SSTTP will send a copy of the Tribal TANF application along with all records needed to determine eligibility for Tribal TANF cash assistance to DHS.