

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTERING TRIBAL TANF PROGRAM
Tulare County Department of Health and Human Services Agency – Owens Valley Career
Development Center**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on June 29, 2021, between the Tulare County Department of Health and Human Services Agency (“HHSA”) and the Owens Valley Career Development Center (“OVCDC”).

WHEREAS:

- A. Under the Temporary Assistance for Needy Families (“TANF”) program, HHSA is required by Public Law 104-93 and by Welfare and Institutions Code section 10553.25 to provide TANF services to Tulare County’s Native Americans by partnering with a Tribal entity that volunteers to provide Native Americans with such services; and,
- B. OVCDC is a Tribal entity governed by a consortium of sovereign Indian tribes on its Board, the Owens Valley Paiute-Shoshone Board of Trustees (“OVBT” or “Board”), providing culturally appropriate educational, vocational, wellness, self-sufficiency, and Tribal TANF services to Native Americans in need in multiple counties in California; and,
- C. OVCDC and its Board wish to continue providing Tribal TANF services in Tulare County to improve the quality of life of Native Americans in the County while protecting, preserving, and promoting Tribal cultures for future generations of Indian people; and,
- D. HHSA and OVCDC (collectively referred to as the “Parties”) hereby agree in good faith to the terms and conditions outlined in this Memorandum of Understanding (“MOU”), which will allow HHSA and OVCDC to work together to serve Native Americans in need and create opportunities to provide culturally appropriate Tribal TANF services to eligible persons in Tulare County.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this MOU is to acknowledge and confirm HHSA and OVCDC’s roles and responsibilities in administering a Tribal TANF program in Tulare County.

II. DEFINITIONS

- A. “CalWORKs” refers to the family assistance program administered by HHSA.
- B. “TRIBAL TANF PROGRAM” refers to the family assistance program administered by OVCDC and its governing Board. OVCDC’s Tribal TANF program is administered to a consortium of twelve (12) federally-recognized Indian Tribes, including the Bishop Paiute, Big Pine Paiute, Lone Pine Paiute Shoshone, Fort

Independence, Timbisha Shoshone, Benton, Bridgeport, Tule River, Santa Rosa, Cold Springs, Table Mountain and Big Sandy Tribal Nations.

III. HHSA's RESPONSIBILITIES

- A. HHSA will inform all CalWORKs applicants of potential eligibility for the Tribal TANF program. Those persons who may be eligible will receive a Tribal TANF brochure and will be referred to OVCDC's Tribal TANF Program.
- B. HHSA shall coordinate with OVCDC to provide CalWORKs assistance or services to eligible Native Americans who are not eligible under Tribal TANF assistance and/or services or who elect to receive benefits through CalWORKs.
- C. HHSA shall provide technical assistance for program development and implementation upon OVCDC's request, as resources allow.
- D. HHSA shall assign a Tribal TANF liaison to OVCDC to assist in the resolution of issues that may arise in OVCDC's implementation of the Tribal TANF program. A liaison, or alternate, shall be available on regular HHSA workdays, Monday through Friday, 8:00 a.m. through 5:00 p.m. Requests for time on aid verification will be reviewed and returned within 3-5 business days.
- E. To make the transfer of cases more efficient when a CalWORKs participant requests a transfer to Tribal TANF, HHSA will provide OVCDC records (e.g., Social Security number, birth records, immunization records, school attendance records, proof of current income/property, child care records, employment services records, TANF time on aid, and any other pertinent information) needed to determine eligibility for Tribal TANF services as soon as administratively possible, but not to exceed thirty (30) calendar days. OVCDC will notify HHSA, as soon as administratively possible, but not to exceed thirty (30) calendar days, once OVCDC has determined that the case is eligible for Tribal TANF services and that OVCDC has accepted the case. Once OVCDC has accepted the case, it is deemed transferred. Non-eligible cases will be returned to HHSA as soon as administratively possible. All documents shared between the Parties shall be maintained confidentially in accordance with applicable federal law.

IV. OVCDC's RESPONSIBILITIES

- A. With assistance from HHSA, OVCDC shall identify families to be referred and transferred to the Tribal TANF program.
- B. OVCDC shall obtain written acknowledgement from families participating in the Tribal TANF program, which shall state that they cannot receive CalWORKs assistance and services from the HHSA while being served by OVCDC.
- C. OVCDC shall provide verification, as requested by Tribal TANF participants, to establish eligibility and benefit levels for the CalFresh and Medi-Cal programs. OVCDC agrees to inform HHSA in advance of any planned program changes (e.g., cost-of-living increases) to help ensure CalFresh and Medi-Cal Program integrity. A

list of Tribal TANF recipients, and the benefit amount received from Tribal TANF will be forwarded to HHSA by the 5th of each month.

- D. OVCDC shall assign a liaison to HHSA in the Tribal TANF program office to assist in the resolution of issues that may arise in the Tribal TANF program. A liaison, or alternate, shall be available on regular OVCDC workdays, Monday through Friday, 8:30 a.m. through 5:00 p.m. Requests for time on aid verification will be reviewed and returned within 3-5 business days.
- E. Should a participant choose to transfer to CalWORKs from Tribal TANF, OVCDC shall provide HHSA with the records needed to determine eligibility for CalWORKs (e.g., Social Security number, birth records, immunization records, school attendance records, proof of current income/property, child care records, employment services records, Tribal TANF time on aid and any other pertinent information). All documents shared between the Parties shall be maintained confidentially in accordance with applicable federal law.

V. JOINT RESPONSIBILITIES

- A. The Parties agree to cooperate and communicate in good faith to optimize culturally appropriate services to Native American families. The Parties will work diligently to ensure that Native American families in need of economic assistance and social services will receive them timely, efficiently, and without delay.
- B. The Parties agree to provide mutual assistance through the identification of issues and solutions.
- C. The Parties agree to meet as needed, or as requested by either Party, and at least annually to review the MOU, reports, issues, successes, and program policy and procedure changes.
- D. The Parties agree to inform all applicants and recipients of their right to apply for the CalFresh and Medi-Cal programs.
- E. The Parties agree to prevent duplicate aid. To that end, OVCDC and HHSA agree to exchange Social Security Numbers as needed, monitor the Medi-Cal Eligibility Data System ("MEDS"), and take any other necessary steps to avoid duplication of assistance or services.

VI. TRANSFER OF CASE INFORMATION

- A. HHSA will transfer case information in compliance with established HHSA policy and in accordance with the Privacy Act, the Freedom of Information Act, and Section 10850 of the Welfare and Institutions Code.
- B. HHSA will require a signed release of information from each family for every case transferred or applying for the Tribal TANF program.
- C. OVCDC will require a signed release of information from each family for every case transferred or withdrawn from the Tribal TANF program.

- D. Once eligibility has been determined, OV CDC will notify HHSA that the case is accepted as a Tribal TANF Case. Once the case has been accepted, it is deemed transferred to OV CDC to administer TANF services.

VII. CONFIDENTIALITY

- A. Each Party shall ensure that case record information is maintained confidentially when it identifies an individual by name, address, or any other information that identifies an individual. Neither Party shall use such identifying information for any purpose other than carrying out obligations under this MOU. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, or destruction.
- B. The Parties to this MOU shall keep all information that is exchanged between them in the strictest confidence, in accordance with applicable Federal privacy and TANF laws. The parties agree to promptly notify the other party should they have reason to know of any privacy breach arising out of this Agreement.

VIII. FISCAL

- A. OV CDC's Tribal TANF Program is wholly funded through federal and state grant sources. This MOU is contingent upon the availability of those grant funds from which payment for Tribal TANF services will be made. Should funding not be made available for OV CDC to operate its Tribal TANF Program, OV CDC will promptly notice HHSA of its intent to terminate this MOU.
- B. All services performed pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by OV CDC or HHSA, one to the other. Neither HHSA nor OV CDC shall incur fiscal obligation, unless otherwise provided for in this MOU or under another valid written MOU, for any assistance or services by HHSA under the Tribal TANF program.

IX. SANCTIONS

Both Parties agree that sanctions are not transferable between CalWORKs and Tribal TANF.

X. RELATIONSHIP OF THE PARTIES; INDEPENDENT CONTRACTOR; TRUST AND CONFIDENCE

This MOU is based on a relationship of trust and confidence between HHSA and OV CDC. The Parties agree to work together in good faith to identify and refer potentially eligible Native American families to OV CDC's Tribal TANF Program. The Parties agree that neither Party is an employee, agent, or partner of the other. Nothing in this MOU creates an employer-employee relationship, a guarantee of future employment or engagement, or acts as a limitation on a Party's sole discretion to terminate this MOU at any time for convenience and without cause. In no event will either Party be liable for the debts or obligations of the other, except as otherwise specifically provided in this MOU.

All acts or omissions of each Party, its officers, employees, subcontractors, and agents, under this MOU shall be that of an independent contractor and not of officers, employees, subcontractors or agents of the other Party. Each Party shall be wholly responsible for the manner, method, details and means of performing the services required by the terms of this MOU. Neither Party may control, direct, or supervisor the other Party, or the officers, employees, subcontractors and agents of the other Party, and each Party exclusively assumes the responsibility for the acts or omissions of its officers, employees, subcontractors and agents as they relate to the services to be provided under this MOU. Each Party, and its officers, employees, subcontractors and agents, shall represent and conduct themselves as independent contractors and not as officers, employees, subcontractors or agents of the other Party, and this MOU confers on neither Party the authority to bind or obligate the other Party.

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

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

XI. DISPUTE RESOLUTION; MEET AND CONFER

If a dispute arises from this MOU involving the interpretation, implementation, or conflict or policy or procedures, the Parties shall meet and confer in good faith to resolve the issue within sixty (60) calendar days. Applicable Tribal and Federal laws, regulations and policies will govern the resolution of any dispute, and State laws and policies may be used as a guide. Both Parties shall ensure that any dispute will not disrupt the delivery of services or assistance payments to Native American families, and will promptly work to resolve any disputes as follows:

- (1) As soon as practical, written notice will be provided regarding the dispute or conflict setting forth in detail the issues to be resolved.
- (2) Within 15 calendar days, the other Party will confirm receipt and respond in writing.
- (3) Within 30 calendar days, the Parties will identify the issues to be discussed during the initial meeting, which will be held in person if possible.
- (4) Within 60 calendar days, the Parties will have met and conferred in good faith to resolve the dispute. The Parties will summarize in writing the outcomes and next steps to move forward in good faith.

The Parties agree that the good faith meet and confer process is the sole means of resolving disputes arising out of this MOU. The Parties further acknowledge and confirm their good faith intent to informally resolve any issues that may arise. If the dispute cannot be resolved, the Parties may exercise their right to terminate the agreement.

XII. GENERAL TERMS AND CONDITIONS

- A. *Term; Annual Review.* This MOU shall become effective as of the date above and shall remain in effect unless amended or terminated. The Parties will meet to review this MOU annually or, if necessary and requested by the Parties, more often.
- B. *Termination.* This MOU may only be terminated with or without cause by one Party providing written notice at least sixty (60) calendar days in advance of that Party's intent to withdraw from the MOU. Unless such notice to terminate is provided, this MOU shall continue in full force and effect. The Parties may mutually agree in writing to a longer or shorter notice period for termination.
- C. *No Assignment.* This MOU shall not be assigned in whole or in part without the prior written permission of the other Party.
- D. *Interpretation.* This MOU will not be construed for or against either Party.
- E. *Amendment.* This MOU may only be modified by the mutual written agreement of the Parties. Any changes, modifications, revisions, or amendments to this MOU, which are mutually agreed upon by and between the Parties to this MOU, shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.
- F. *Waiver.* Failure or delay on the part of either Party to enforce any right, power, or privilege arising under or related to this MOU will not be deemed a waiver.
- G. *Savings Clause.* If any term or condition of this MOU, including incorporated documents or attachments, is found to be invalid or unenforceable, the remainder of this MOU will remain in full force and effect to the fullest extent permitted by law.
- H. *Force Majeure.* Neither Party will be liable for any delay or failure to perform where such delay or failure is due to causes beyond the control of a Party, including without limitation the following: acts of God; acts of the public enemy; acts of the United States of America, or any State, territory or political subdivision; fires; floods; epidemics; pandemics; quarantine restrictions; strikes or freight embargoes.

XIII. NOTICE: Any notice given, required, or permitted under this MOU shall be made in writing and sent by first class, registered mail or by personal service upon the other Party. Service by registered mail shall be deemed effective three (3) business days after deposit in the United State mail, postage prepaid, addressed to the other Party as follows:

Tulare County Health and Human Services Agency:

Anita Ortiz, Director

Tulare County Department of Health and Human Services

5957 S Mooney Blvd.

Visalia, California 93277

OVCDC:

OVBT Chair or Executive Director

Owens Valley Career Development Center

P.O. Box 847
Bishop, CA 93515

With a courtesy copy sent to:

Administration of Children and Families
90 7th Street, Ninth Floor
San Francisco, CA 94103
Attention: Regional TANF Program Manager

California Department of Social Services
CalWORKs Eligibility Bureau
744 P Street, M.S. 8-8-31
Sacramento, CA 95814
Attention: Tribal TANF Coordinator

The Parties will provide advance notice in writing of any change in address or other contact information and, where advance notice is not possible, not to exceed ten (10) business days after any such change. The Parties may agree in writing to provide and receive notice in electronic form, such as email or facsimile, instead of, or in addition to, notice by first class or registered mail.

XIV. ENTIRE MOU; INTEGRATION

This MOU, including all referenced documents, represents the entire agreement and understandings between the Parties and supersedes all prior or contemporaneous negotiations, representations, and agreements, whether written or oral.

XV. SIGNATURE AUTHORITY; COUNTERPARTS

The Parties warrant that each Party has the authority to enter into this MOU and have been duly authorized to do so. This MOU may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute the same MOU.

XVI. TRIBAL SOVEREIGN IMMUNITY

HHSA acknowledges that OVCD, including its Tribal TANF and other programs, is a tribal consortium, without authority to waive the sovereign immunity of any consortium member Tribe. Any waiver of the sovereign immunity of the consortium member Tribes can only be provided by the explicit written consent of the consortium member Tribe's governing body. Any waiver of the sovereign immunity of OVCD can only be provided by the explicit written consent of the OVCD Board of Trustees. No such waiver has been provided by the terms of this MOU, and HHSA agrees that nothing contained in this MOU is or shall be construed as a waiver of the sovereign immunity of OVCD or any consortium member Tribe.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the date set forth below.

**OWENS VALLEY CAREER DEVELOPMENT
CENTER**

DATE: June 8, 2021

Steven Orihuela

Steven Orihuela, OVBT Chairman

Ryan Howard

Ryan Howard, Executive Director
Owens Valley Career Development Center

**TULARE COUNTY DEPARTMENT OF HEALTH
AND HUMAN SERVICES AGENCY**

DATE: 6/29/2021

Amy Shuklian

Amy Shuklian
Chair, Board of Supervisors

Ameet Nagra

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Date: 6/9/2021