

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
THE PECHANGA BAND OF LUISEÑO MISSION INDIANS
FOR THE PROVISION OF
TRIBAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, acting through its Social Services Agency (SSA), hereinafter referred to as “COUNTY,” and the Pechanga Band of Luiseño Mission Indians, hereinafter referred to as “PBLMI.” This MOU establishes the procedures for the provision of Tribal Temporary Assistance for Needy Families (TANF) for TANF/California Work Opportunity and Responsibility to Kids Act of 1997 (CalWORKs) applicants who meet the guidelines set forth in this MOU.

COUNTY and PBLMI may be referred to individually as “Party” and collectively as “the Parties.” The relationship between COUNTY and PBLMI, with regard to this MOU, is based upon the following.

1. This MOU is authorized and provided for pursuant to 42 U.S.C. Section 412, TANF; 42 U.S.C. Sections 602; and 612; 45 C.F.R. Section 286; California Welfare and Institutions Code (WIC) Sections 10850, 10553.25 and 11454; CDSS All County Letter 10-41; CDSS All County Information Notice I-54-02, I-05-04 and I-01-07; and applicable California State law, and regulations.
2. PBLMI has been approved by the Administration for Children and Families to administer its own Tribal Temporary Assistance to Needy Families (TANF) Program, hereinafter referred to as the “Pechanga Tribal TANF,” to serve federally recognized members of the Pechanga Band of Luiseño Mission Indians and their families who reside in the off-reservation areas of Orange County, California.
3. SSA is responsible for administering the CalWORKs Program, in accordance with the State of California WIC Section 11200 et seq., also known as the CalWORKs Act of 1997.

4. SSA agrees to refer all TANF/CalWORKs applicants of potential eligibility, as appropriate, to the Pechanga Tribal TANF program.
5. This MOU sets forth the procedures authorized by both the COUNTY's SSA Director and the PBLMI, for their respective employees to follow in providing services.
6. This non-financial MOU is a legally binding agreement based on the promises of the Parties.

TABLE OF CONTENTS

1.	TERM	4
2.	PURPOSE	4
3.	DEFINITIONS.....	4
4.	POPULATION TO BE SERVED	5
5.	PBLMI RESPONSIBILITIES	5
6.	COUNTY RESPONSIBILITIES.....	5
7.	JOINT RESPONSIBILITIES:	6
8.	FACILITIES:	7
9.	SANCTIONS	7
10.	TRANSFER OF CASE INFORMATION.....	7
11.	FISCAL.....	7
12.	SUBCONTRACTS	7
13.	CONFIDENTIALITY	8
14.	PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA.....	8
15.	INDEMNIFICATION.....	9
16.	SECURITY	10
17.	RECORDS	12
18.	CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING.....	13
19.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	13
20.	NOTICES.....	14
21.	RESOLUTION OF CONFLICTS.....	14
22.	CONFLICT OF INTEREST	15
23.	TERMINATION.....	15
24.	SIGNATURE IN COUNTERPARTS	16
25.	GENERAL PROVISIONS	17

1. TERM

The term of this MOU shall commence on June 1, 2020 and end on May 31, 2023, unless earlier terminated pursuant to the provisions of Paragraph 23 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, reporting and confidentiality. COUNTY and PBLMI may mutually agree in writing to extend the term of this MOU for up to twelve (12) additional months upon the same terms and conditions.

2. PURPOSE

The purpose of this MOU is to establish the procedure for SSA and PBLMI to avoid duplication of TANF/CalWORKs services, and to ensure the effective delivery of TANF/CalWORKs benefits and services to members of PBLMI and their families.

3. DEFINITIONS

3.1 Eligible adult: As defined by PBLMI's Tribal Family Assistance Plan and for the purpose of this MOU, refers to one of the following:

3.1.1 An Indian or non-Indian caretaker of an eligible Indian child(ren).

3.1.2 An Indian who is pregnant and has reached the third trimester of the pregnancy or women who become medically verified as high risk anytime during their pregnancy.

3.1.3 An Indian needy or non-needy caretaker who is related by blood or by law, tribal culture, or traditions to the eligible child. There is no limit to the degree of relationship to the eligible child.

3.2 Family: As defined by PBLMI's Tribal Family Assistance Plan and for the purpose of this MOU, refers to all natural children, step-children, adopted children or relative child (including non-Indians) under the age of 18 years of age living with an eligible adult, with at least one member being an Indian.

4. POPULATION TO BE SERVED

- 4.1 All TANF/CalWORKs applicants of potential eligibility to the Pechanga Tribal TANF program.
- 4.2 All eligible enrolled members of the PBLMI, and their families who reside in the off-reservation areas of Orange County, California.

5. PBLMI RESPONSIBILITIES

- 5.1 When aware of families eligible for the Pechanga Tribal TANF program, confer with SSA to determine if the family should be transferred to PBLMI.
- 5.2 Obtain written consent from families to terminate their TANF/CalWORKs case if participating in the Pechanga Tribal TANF program.
- 5.3 Provide information, as requested by SSA eligibility staff, to establish eligibility and benefit level for the CalFresh and Medi-Cal programs.
- 5.4 Refer all families not eligible for Pechanga Tribal TANF services to the appropriate local program.
- 5.5 Assign a liaison to SSA who shall:
 - 5.5.1 Assist in the resolution of issues that may arise during transfer of eligibility to the Pechanga Tribal TANF program.
 - 5.5.2 Be available on normal County business hours of Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m., except County holidays as established by the Orange County Board of Supervisors (Board).
 - 5.5.3 Send requests for information to assess applicant's eligibility status to a designated SSA email address.

6. COUNTY RESPONSIBILITIES.

- 6.1 Inform in writing all TANF/CalWORKs applicants of potential eligibility to the Pechanga Tribal TANF program as specified in Paragraph 4.
- 6.2 Assign a liaison to PBLIMI to:
 - 6.2.1 Assist in the resolution of issues that may arise during transfer of

eligibility to the Pechanga Tribal TANF Program.

6.2.2 Be available on normal County business hours of Monday through Friday from the hours of 8:00 a.m. to 5:00 p.m., except County holidays as established by the Board.

6.3 Provide PBLMI with the information it needs to assess applicant's eligibility status within five (5) business days of PBLMI's request.

6.4 Provide to PBLMI copies of SSA's policies and procedures for TANF/CalWORKs assistance and services in existence as of the date of signing of this MOU.

7. JOINT RESPONSIBILITIES:

7.1 Cooperate and share information in a manner that best serves Indian families.

7.2 Provide mutual assistance through the identification of issues and solutions.

7.3 Meet on an as-needed basis at a date and time mutually agreeable to both Parties.

7.4 Inform all applicants and recipients of their rights to apply for the CalFresh and Medi-Cal programs.

7.5 Take all reasonable steps to avoid duplication of assistance or services in accordance with CalWORKs/Welfare-to-Work (WTW) program requirements and COUNTY Policy.

7.6 Take all reasonable steps to identify overpayment and duplication of services in accordance with CalWORKs/WTW program requirements and COUNTY Policy.

7.7 Create and maintain a referral process between the TANF/CalWORKs and PBLMI Tribal TANF programs in accordance with CalWORKs/WTW program requirements and COUNTY Policy.

7.8 Verify the number of months on aid between the TANF/CALWORKs and PBLMI Tribal TANF programs in accordance with CalWORKs/WTW program requirements and COUNTY Policy.

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8. FACILITIES:

8.1 It is mutually understood that PBLMI will provide services at the following facility:

PBLMI
48460 Pechanga Road
Temecula, CA 92592

8.2 For the purposes of notification only, PBLMI and COUNTY may mutually agree in writing to add, change, modify, or delete facility location(s) as necessary to best serve the needs of COUNTY and clients to be served under this MOU.

9. SANCTIONS

Both Parties agree that penalties and sanctions are not transferable from TANF/CalWORKs to Pechanga Tribal TANF, or conversely.

10. TRANSFER OF CASE INFORMATION

10.1 SSA will transfer case information in compliance with established SSA policy and in accordance with WIC Section 10850.

10.2 SSA will require a signed release of information from each family for every case transferred to the Pechanga Tribal TANF program.

11. FISCAL

11.1 PBLMI is to be funded directly from federal and state sources for the provision of Tribal TANF by the California Department of Social Services (CDSS).

11.2 SSA shall incur no fiscal obligation for any assistance or services under the Pechanga Tribal TANF program.

11.3 The recovery or adjustment of any overpayment, underpayment, or duplicative assistance will be the responsibility of the party issuing the erroneous payment.

12. SUBCONTRACTS

12.1 PBLMI shall not subcontract for services under this MOU without the prior written consent of COUNTY. If COUNTY consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of

PBLMI to COUNTY. All subcontracts must be in writing and copies of same shall be provided to COUNTY. PBLMI shall include in each subcontract any provision COUNTY may require.

13. CONFIDENTIALITY

13.1 COUNTY and PBLMI agree to maintain confidentiality of all records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

13.2 All records and information concerning any and all persons referred to PBLMI by COUNTY or COUNTY's designee shall be considered and kept confidential by PBLMI, PBLMI's employees, agents, subcontractors, and all other individuals performing services under this MOU. PBLMI shall require all of its employees, agents, subcontractors, and all other individuals performing services under this MOU to sign an agreement with PBLMI before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to this MOU.

13.3 PBLMI shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this MOU of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

13.4 PBLMI agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.

14. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

14.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

14.2 PBLMI may develop and publish information related to this MOU where all of the following conditions are satisfied:

14.2.1 COUNTY provides its written approval of the content and publication of the information at least 30 days prior to PBLMI publishing the information, unless a different timeframe for approval is agreed upon by COUNTY;

14.2.2 Unless directed otherwise by COUNTY, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal Government funds;

14.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

14.2.3.1 any commercial product or service; and,

14.2.3.2 any product or service provided by PBLMI, unless approved in writing by COUNTY; and

14.3 If PBLMI uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this MOU, PBLMI shall develop social media policies and procedures and have them available to the COUNTY. PBLMI shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this MOU. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

15. INDEMNIFICATION

PBLMI agrees to indemnify, defend, and hold the U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ('COUNTY INDEMNITEES') its officials, agents, and employees harmless from any breach of this MOU by PBLMI, from any

matters arising from the performance of this Agreement or from PBLMI's failure to comply with any Federal, State or local laws, regulation and ordinances applicable to the services to be provided under this MOU. This indemnification applies to all claims, demands, obligations, liabilities, costs, attorney's fees, losses or suits resulting from any acts, errors, omissions or negligence, whether willful or not, of PBLMI, their employees, agents, subcontractors or assignees and any other person, firm, or corporation performing services under this MOU. If judgment is entered against PBLMI and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, PBLMI and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

16. SECURITY

16.1 Security Requirements

16.1.1 PBLMI agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this MOU. PBLMI represents and warrants that it has implemented and will maintain during the term of this MOU administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

16.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

16.1.1.2 Control of access to physical and electronic records to ensure

COUNTY data is accessed only by individuals with a need to know for the delivery of MOU services.

16.1.1.3 Control to prevent unauthorized access and to prevent PBLMI employees from providing COUNTY data to unauthorized individuals.

16.1.1.4 Firewall protection.

16.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from PBLMI networks to external networks, when applicable.

16.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. PBLMI further represents and warrants that it has implemented and will maintain during the term of this MOU administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

16.2 Security Breach Notification

16.2.1 PBLMI shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance PBLMI experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security Breach"), PBLMI shall immediately notify COUNTY of its discovery. After such notification, PBLMI shall, at its own expense, immediately:

16.2.1.1 Investigate to determine the nature and extent of the Security

Breach.

16.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

16.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what PBLMI has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action PBLMI has taken or will take to prevent future similar unauthorized use or disclosure.

16.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines PBLMI will conduct additional action(s), PBLMI shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, PBLMI shall reimburse COUNTY for costs associated to legally required actions.

17. RECORDS

17.1 Client Records

17.1.1 For the purpose of the COUNTY meeting its State and/or federal reporting requirements, PBLMI shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the

terms of this MOU.

17.1.2 PBLMI shall keep all COUNTY data provided to PBLMI during the term(s) of this for a minimum of five (5) years from the date of final payment under this MOU or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored at the location indicated in Paragraph 8 of this Agreement. Notwithstanding anything to the contrary, upon termination of this MOU, PBLMI shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 23.2.

17.2 Public Records

To the extent permissible under the law, all County records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this MOU may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

18. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

PBLMI shall establish a procedure to ensure that all employees, agents, subcontractors, and all other individuals performing services under this MOU report child abuse or neglect to one of the agencies specified by applicable PBLMI Tribal law and applicable state and/or federal law mandates. PBLMI shall require such employees, agents, subcontractors, and all other individuals performing services under this MOU to sign a statement acknowledging the child abuse reporting requirements set forth in applicable PBLMI Tribal law and applicable state and/or federal law mandates. \

19. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

PBLMI shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at

www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

20. NOTICES

All notices, requests, claims correspondence, reports, statements authorized or required by this MOU, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College, Suite 100
Orange, CA 92868

PBLMI: Pechanga Band of Luiseño Mission Indians

Attn: PBLMI Director of TANF
P.O. Box 1477
Temecula, CA 92593

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

21. RESOLUTION OF CONFLICTS

For resolution of conflicts between COUNTY and PBLMI in regards to the provisions of this MOU, the following shall apply:

Step 1: Conference between the CalWORKs recipient's Case Manager and the PBLMI Director of TANF.

Step 2: Conference between the COUNTY Welfare-To-Work Program Manager and/or Deputy Director or designee, and the PBLMI Director of TANF.

Step 3: Conference between the COUNTY Director of Family Self-Sufficiency or designee and the Tribal Chairman of PBLMI.

Nothing in this Paragraph limits the rights of the parties under Paragraph 23.

22. CONFLICT OF INTEREST

PBLMI shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to PBLMI; the PBLMI's employees, agents, and subcontractors associated with accomplishing work and services hereunder. PBLMI's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

23. TERMINATION

23.1 COUNTY may terminate this MOU without penalty, immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not limited to, any breach of this MOU, any partial misrepresentation whether negligent or willful, fraud on the part of PBLMI, discontinuance of the services for reasons within PBLMI's reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this MOU that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for County laws and regulations. Exercise by COUNTY of the right to terminate this MOU shall relieve COUNTY of all further obligations under this MOU.

23.2 For ninety (90) calendar days prior to the expiration date of this MOU, or upon notice of termination of this MOU ("Transition Period"), PBLMI agrees to cooperate with COUNTY in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as

agreed upon in writing by the Parties. During the Transition Period, services and data access shall continue to be made available to COUNTY without alteration. PBLMI also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

23.3 In the event of termination of this MOU, cessation of business by PBLMI, or any other event preventing PBLMI from continuing to provide services, PBLMI shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this MOU.

23.4 The obligations under this MOU utilize COUNTY resources, for which funding, or portions of funding, may be contingent upon the State and/or federal budget; receipt of funds from and/or obligation of funds by the State and/or Federal Government; and inclusion of sufficient funding for the services hereunder in the budget approved by the COUNTY's Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, COUNTY may terminate, reduce, or modify this MOU without penalty.

23.5 If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

24. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. PBLMI represents and warrants that the person executing this MOU on behalf of and for PBLMI is an authorized agent who has actual authority to bind PBLMI to each

and every term, condition and obligation of this MOU and that all requirements of PBLMI have been fulfilled to provide such actual authority.

25. GENERAL PROVISIONS

25.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and any participant participating in this program, or any of PBLMI's agents or employees.

25.2 This MOU, represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

25.3 This MOU shall be construed and interpreted according to the laws of the State of California. Any legal action related to the interpretation or performance of this MOU shall be filed only in the appropriate courts located in the County of Orange, State of California. Should action be brought to enforce or interpret the provisions of the MOU, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

25.4 In the performance of this MOU, PBLMI shall comply with all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

25.5 In the performance of this MOU, PBLMI may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void.

25.6 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

By: _____

Debra J. Baetz, Director

County of Orange

Social Services Agency

Dated: _____

By: _____

Mark Macarro, Tribal Chairman

Pechanga Band of Luiseño Mission

Indians

Dated: _____

Approved As To Form

SSA Counsel

County of Orange, California

By: Carolyn S. Frost
Deputy

Dated: 06/02/20