MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
THE SOUTHERN CALIFORNIA TRIBAL CHAIRMEN'S ASSOCIATION
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 Southern California Tribal Chairmen's Association, hereinafter referred to as "SCTCA" This MOU establishes the procedures for the implementation and administration of Tribal Temporary Assistance for Needy Families (TANF) Program for TANF/CalWORKs applicants and recipients to meet the guidelines set forth in this MOU.

COUNTY and SCTCA may be referred to individually as "Party" and collectively as "the Parties." The relationship between COUNTY and SCTCA, 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, Temporary Assistance to Needy Families (TANF); 42 U.S.C. Sections 602; and 612; 45 C.F.R. Section 286; California Welfare and Institutions Code Sections 10850, 10553.25 and 11454; California Department of Social Services (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. SCTCA has been approved by the Administration for Children and Families to administer its own Tribal TANF Program, in accordance with 42 U.S.C. Section 612, hereinafter referred to as the "SCTCA Tribal TANF," to serve all eligible federally recognized tribal members (except Pechanga Band of Luiseño Indians members) and descendants of the

California Judgment Rolls and their families residing 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 Welfare and Institutions Code Section 11200 et seq., also known as the CalWORKs Act of 1997.
4. SSA agrees to refer all TANF/CalWORKs applicants and recipients of potential eligibility, as appropriate, to the SCTCA Tribal TANF Program.
5. This MOU sets forth the procedures authorized by both the COUNTY's SSA Director and the SCTCA's Chairman, 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. SCTCA RESPONSIBILITIES 5
6. COUNTY RESPONSIBILITIES 6
7. JOINT RESPONSIBILITIES 7
8. SANCTIONS 8
9. TRANSFER OF CASE INFORMATION 8
10. FACILITIES 8
11. FISCAL 8
12. SUBCONTRACTS 9
13. CONFIDENTIALITY 9
14. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA 10
15. INDEMNIFICATION 11
16. INSURANCE 11
17. SECURITY 16
18. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS 18
19. RECORDS 19
20. NOTICES 20
21. RESOLUTION OF CONFLICTS 20
22. CONFLICT OF INTEREST 21
23. TERMINATION 21
24. SIGNATURE IN COUNTERPARTS 22
25. GENERAL PROVISIONS 23

1. TERM

The term of this MOU shall commence on October 1, 2019, and end on February 28, 2022, 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.

2. PURPOSE

The purpose of this MOU is to establish the procedure for COUNTY and SCTCA to avoid duplication of TANF/CalWORKs services, and to ensure the effective delivery of TANF/CalWORKs benefits and supportive services to eligible American Indian families.

3. DEFINITIONS

3.1 CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in the California Welfare and Institutions Code (WIC) Section 11200 et seq.

3.2 CDSS: The California Department of Social Services.

3.3 SSA: The County of Orange Social Services Agency, which has administrative responsibility for this MOU.

3.4 Eligible Family: As defined by SCTCA's Tribal TANF Amendment Plan and for the purpose of this MOU, refers to all natural children, step-children, adopted children or relative child (including non-American Indians) under the age of nineteen (19) living with an eligible adult, with at least one (1) household family member who is an enrolled member or a descendant of a federally recognized Tribe, an Alaska Native, or listed on the California Judgment Rolls. In addition, eligible families must also meet one (1) of the following criteria:

3.4.1 American Indian/non-American Indian single parent with eligible child(ren):

3.4.2 American Indian woman expecting eligible child (individuals will become

eligible for Tribal TANF services in the third (3rd) trimester month of pregnancy);

3.4.3 American Indian/non-American Indian two (2) parent families with eligible child(ren);

3.4.4 Eligible American Indian child(ren) living full-time with non-needy caretaker (excluding child(ren) receiving foster care) must be related by blood (no limit to the degree of relationship), or by Tribal customs and/or traditions; and/or,

3.4.5 American Indian/non-American Indian needy caretaker with eligible child(ren) (non-foster care) living full-time must be related by blood (no limit to the degree of relationship), or by Tribal customs and/or traditions.

3.5 SCTCA: The Southern California Tribal Chairmen's Association.

3.6 SCTCA Tribal TANF: The Southern California Tribal Chairmen's Association tribal family assistance program.

3.7 TANF/CalWORKs: The family assistance program administered by SSA.

3.8 Service Population Area: As defined by SCTCA's Tribal TANF Amendment Plan and for the purpose of this MOU, refers to all eligible American Indian and Alaska Native (AIAN) who are enrolled or a lineal descendant of federally recognized Tribes, or listed on or descendants of the California Judgement Rolls and their families residing in the off-reservation areas of Orange County (exception no services to Pechanga Band of Luiseño Indians in Orange County).

4. POPULATION TO BE SERVED

All TANF/CalWORKs applicants and recipients of potential eligibility to the SCTCA Tribal TANF Program.

5. SCTCA RESPONSIBILITIES

SCTCA is responsible to:

5.1 When aware of families eligible for the SCTCA Tribal TANF Program, confer

with SSA to determine if the family should be transferred to SCTCA.

5.2 Obtain written consent from families to terminate their TANF/CalWORKs case with SSA if participating in the SCTCA Tribal TANF Program.

5.3 Provide information, as requested by SSA eligibility staff, to establish eligibility and benefit level for the Cal Fresh and Medi-Cal Programs within five (5) business days of SSA's request.

5.4 Provide updated information to SSA about supportive services available to Tribal TANF applicants and recipients.

5.5 Refer all families not eligible for SCTCA Tribal TANF services to the appropriate local program, and inform SSA of these results.

5.6 Inform SSA of all families discontinued from SCTCA Tribal TANF services within five (5) business days.

5.7 Assign a liaison to SSA to assist in the resolution of issues that may arise during administration of the SCTCA Tribal TANF Program. The liaison shall 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.

5.8 Send requests for information to assess applicant and recipient's eligibility status to a designated SSA email address.

6. <u>COUNTY RESPONSIBILITIES</u>

SSA is responsible to:

6.1 Inform in writing all TANF/CalWORKs applicants and recipients of potential eligibility to the SCTCA Tribal TANF Program as specified in Paragraph 4.

6.2 Assign a liaison to SCTCA to assist the resolution of issues that may arise during transfer of eligibility to SCTCA Tribal TANF Program. The liaison shall 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.

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

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

7. JOINT RESPONSIBILITIES

Both Parties shall:

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

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

7.3 Meet on an as-needed basis, but no less than annually, at a date and time mutually agreeable to both Parties.

7.4 Inform all applicants and recipients of their rights to apply for the Cal Fresh 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. If duplication of services occurs both parties agrees that the responsibility falls on the party causing the duplication of assistance.

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 SCTCA 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 SCTCA Tribal TANF Programs in accordance with CalWORKs/WTW Program requirements and COUNTY Policy.

8. SANCTIONS

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

8.2 Requirements for imposing a WTW sanctions/removal from aid are not applicable to the Tribal TANF program. Tribal TANF programs are not required to continue CalWORKs sanctions or participate in recouping CalWORKs overpayments.

8.3 A pre-existing WTW sanction/removal from aid for clients returning from Tribal TANF will continue until cured.

9. TRANSFER OF CASE INFORMATION

9.1 SSA will transfer case information in compliance with established SSA policy and in accordance with Section 10850 of the Welfare and Institutions Code.

9.2 SSA will require a signed released of information from each family for every case transferred to the SCTCA Tribal TANF Program.

10. FACILITIES

10.1 It is mutually understood that SCTCA will provide services at the following facility:

SCTCA
10175 Slater Ave., Suite 150
Fountain Valley, CA 92708

10.2 SCTCA 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.

11. FISCAL

11.1 SCTCA is to be funded directly from federal and state sources for the provision of Tribal TANF by CDSS.

11.2 SSA shall incur no fiscal obligation, unless as otherwise provided for in this

Agreement, for any assistance or services under the SCTCA Tribal TANF Program. The recovery or adjustment of any overpayment, underpayment, or duplicative assistance will be the responsibility of the party issuing the erroneous payment.

12. SUBCONTRACTS

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

13. CONFIDENTIALITY

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

13.3 SCTCA 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 SCTCA 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 SCTCA 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 thirty (30) days prior to SCTCA 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 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 SCTCA, unless approved in writing by COUNTY; and

14.2.4 If SCTCA uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this MOU, SCTCA shall develop social media policies and procedures and have them available to the COUNTY. SCTCA 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

15.1 SCTCA agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold 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') harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by SCTCA pursuant to this MOU. If judgment is entered against SCTCA and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, SCTCA and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

16. INSURANCE

16.1 Prior to the provision of services under this MOU, SCTCA agrees to purchase all required insurance at SCTCA's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with. SCTCA agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with COUNTY during the entire term of this MOU. In addition, all subcontractors performing work on behalf of SCTCA pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for SCTCA.

16.2 SCTCA shall ensure that all subcontractors performing work on behalf of SCTCA

pursuant to this MOU shall be covered under SCTCA's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for SCTCA. SCTCA shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from SCTCA under this MOU. It is the obligation of SCTCA to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by SCTCA through the entirety of this MOU for inspection by COUNTY representative(s) at any reasonable time.

16.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars ($50,000), shall specifically be approved by the County of Orange Risk Manager, or designee, upon review of SCTCA's current audited financial report. If SCTCA's SIR is approved, SCTCA, in addition to, and without limitation of, any other indemnity provision(s) in the MOU, agrees to all of the following:

16.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from SCTCA's agents, employee's or subcontractor's performance of this MOU, SCTCA shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

16.3.2 SCTCA's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and

16.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and SCTCA's SIR provisions shall be interpreted as though SCTCA was an insurer and COUNTY was the insured.

16.4 If SCTCA fails to maintain insurance acceptable to COUNTY for the full term of this MOU, COUNTY may terminate this MOU.

16.5 Qualified Insurer:

16.5.1 The policy or polices of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

16.5.2 If the Insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial rating.

16.6 The policy or policies of insurance maintained by SCTCA shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	$1,000,000 per occurrence
Network Security & Privacy Liability	$1,000,000 per claims made

16.7 Required Coverage Forms

16.7.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

16.7.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

16.8 Required Endorsements

16.8.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

16.8.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

16.8.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that SCTCA's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

16.8.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

16.8.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured for its vicarious liability.

16.8.2.2 A primary and non-contributing endorsement evidencing that the SCTCA's insurance is primary and any insurance or self-

insurance maintained by the County of Orange shall be excess and non-contributing.

16.9 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

16.10 All insurance policies required by this MOU shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

16.11 SCTCA shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this MOU.

16.12 If SCTCA's Network Security and Privacy Liability policy is a "claims made" policy, SCTCA shall agree to maintain coverage for two (2) years following completion of this MOU.

16.13 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insured" clause (standard in the ISO CG 0001 policy).

16.14 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 20 of this MOU.

16.15 Failure of SCTCA to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or COUNTY, will result in a breach of this MOU.

16.16 COUNTY expressly retains the right to require SCTCA to increase or decrease insurance of any of the above insurance types throughout the term of this MOU.

Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

16.17 COUNTY shall notify SCTCA in writing of changes in the insurance requirements. If SCTCA does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this MOU may be in breach without further notice to SCTCA, and COUNTY shall be entitled to all legal remedies.

16.18 The procuring of such required policy or policies of insurance shall not be construed to limit SCTCA's liability hereunder nor to fulfill the indemnification provisions and requirements of this MOU, nor act in any way to reduce the policy coverage and limits available from the insurer.

17. SECURITY

17.1 Security Requirements

17.1.1 SCTCA 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. SCTCA 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:

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

17.1.1.2 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.

17.1.1.3 Control to prevent unauthorized access and to prevent SCTCA employees from providing COUNTY data to unauthorized individuals.

17.1.1.4 Firewall protection.

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

17.1.1.6 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. SCTCA 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.

17.2 Security Breach Notification

17.2.1 The Parties 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 the Parties experience or learn of that either compromises or could reasonably be expected to comprise each other's data through unauthorized use, disclosure, or acquisition of each other's data ("Security Breach"), the Parties shall immediately notify each other of their discovery. After such notification, the Party undergoing a Security Breach shall, at its own expense, immediately:

17.2.1.1 Investigate to determine the nature and extent of the Security Breach.

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

17.2.1.3 Report to the other Party the nature of the Security Breach, the other Party's data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what the Party undergoing a Security Breach has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action the Party undergoing a Security Breach has taken or will take to prevent future similar unauthorized use or disclosure.

17.2.2 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 SCTCA will conduct additional action(s), SCTCA shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a SCTCA Security Breach involving COUNTY data, SCTCA shall reimburse COUNTY for costs associated to legally required actions.

18. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

SCTCA shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

18.1 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against SCTCA and/or COUNTY.

18.2 Any third party claim or lawsuit filed against SCTCA arising from or relating to services performed by SCTCA under this MOU.

18.3 Any injury to an employee of SCTCA that occurs on COUNTY property.

18.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to SCTCA under the term of this MOU.

19. RECORDS

19.1 Client Records

19.1.1 SCTCA shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to COUNTY. SCTCA shall at any time requested by COUNTY, during or after the completion of the term(s) of this MOU, make records for cases transferred to SCTCA by the COUNTY available for inspection and audit by COUNTY during normal business hours.

19.1.2 SCTCA shall keep all COUNTY data provided to SCTCA 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 in Orange County, unless SCTCA requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this MOU, SCTCA shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 23.2.

19.2 Public Records

To the extent permissible under the law, all 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.

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

SCTCA: Southern California Tribal Chairmen's Association
Attn: SCTCA Executive Director of TANF
P.O. Box 1470
Valley Center, CA 92082

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

21.1 If a dispute arises from this MOU involving the interpretation, implementation or conflict of policy or procedures, the Parties shall meet in attempt to resolve the problem in a manner that is allowable under Tribal, federal, and state laws. Both

Parties will strive to insure the dispute will not result in a disruption of Tribal TANF services.

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

22. CONFLICT OF INTEREST

SCTCA 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 SCTCA; the SCTCA's employees, agents, and subcontractors associated with accomplishing work and services hereunder. SCTCA'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 SCTCA, discontinuance of the services for reasons within SCTCA'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"), SCTCA 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. SCTCA 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 SCTCA, or any other event preventing SCTCA from continuing to provide services, SCTCA 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. <u>SIGNATURE IN COUNTERPARTS</u>

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. SCTCA represents and warrants that the person executing this MOU on behalf of and for SCTCA is an authorized agent who has actual authority to bind SCTCA

to each and every term, condition and obligation of this MOU and that all requirements of SCTCA 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 SCTCA'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 has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this MOU, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

25.4 In the performance of this MOU, SCTCA 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, SCTCA 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:_____

Robert Smith, Chairman of the Board

Southern California Tribal Chairmen's Association

Dated: 7/25/19

Approved As To Form

SSA Counsel

County of Orange, California

By: Carolyn S. Frost

Deputy

Dated: 07/31/19