

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, hereinafter referred to as "SSA," and the Pechanga Band of Luiseño Mission Indians, hereinafter referred to as "PBLMI." This MOU contains program content and purpose along with specific guidelines for the implementation and administration of Tribal TANF program for TANF/CalWORKs applicants who meet the guidelines set forth in this MOU.

SSA and PBLMI may be referred to individually as "Party" and collectively as "the Parties." The County of Orange may be referred to as "SSA." The relationship between SSA 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, 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; 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 needy 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 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 of potential eligibility, as appropriate, to the Pechanga Tribal TANF program.

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I. TERM

The term of this MOU shall commence on December 13, 2017, and end on May 31, 2020, unless earlier terminated pursuant to the provisions of Paragraph XXIII 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.

II. PURPOSE

The purpose of this MOU is to establish the procedure for SSA and PBLMI to ensure the effective delivery of TANF/CalWORKs benefits and services to members of the Pechanga Band of Luiseño Mission Indians and their families.

III. DEFINITIONS

A. 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.

B. CDSS: The California Department of Social Services.

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

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

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

E. Family: As defined by PBLMI's Tribal Family Action 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.

F. PBLMI: The Pechanga Band of Luiseño Mission Indians.

G. Pechanga Tribal TANF: The Pechanga tribal family assistance program.

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

I. Service Population Area: All eligible enrolled members of the Pechanga Band of Luiseño Mission Indians, and their families who reside in the off-reservation areas of Orange County, California.

IV. POPULATION TO BE SERVED

All TANF/CalWORKs applicants of potential eligibility to the Pechanga Tribal TANF program.

V. PBLMI RESPONSIBILITIES

PBLMI is responsible to:

- A. When aware of families eligible for the Pechanga Tribal TANF program, confer with SSA to determine if the family should be transferred to PBLMI.
- B. Obtain written consent from families to terminate their TANF/CalWORKs case if participating in the Pechanga Tribal TANF program.
- C. Provide information, as requested by SSA eligibility staff, to establish eligibility and benefit level for the Cal Fresh and Medi-Cal programs.
- D. Refer all families not eligible for Pechanga Tribal TANF services

to the appropriate local program.

- E. Assign a liaison to SSA to assist in the resolution of issues that may arise during administration of the Pechanga 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.
- F. Send requests for information to assess applicant's eligibility status to a designated SSA email address.

VI. SSA RESPONSIBILITIES

SSA is responsible to:

- A. Inform in writing all TANF/CalWORKs applicants of potential eligibility to the Pechanga Tribal TANF program as specified in paragraph IV.
- B. Assign a liaison to PBLMI to assist the resolution of issues that may arise during transfer of eligibility to Pechanga 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.
- C. Provide PBLMI with the information it needs to assess applicant's eligibility status within five (5) business days of PBLMI's request.
- D. Provide to PBLMI copies of SSA's policies and procedures for TANFS/CalWORKs assistance and services in existence as of the date of signing of this MOU.

VII. JOINT RESPONSIBILITIES

Both Parties shall:

- A. Cooperate and share information in a manner that best serves

Indian families.

- B. Provide mutual assistance through the identification of issues and solutions.
- C. Meet on an as-needed basis, but no less than annually, at a date and time mutually agreeable to both Parties.
- D. Inform all applicants and recipients of their rights to apply for the Cal Fresh and Medi-Cal programs.
- E. Take all reasonable steps to avoid duplication of assistance or services in accordance with CalWORKs/Welfare-to-Work (WTW) program requirements and COUNTY Policy.
- F. Take all reasonable steps to identify overpayment and duplication of services in accordance with CalWORKs/WTW program requirements and COUNTY Policy.
- G. 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.
- H. 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.

VIII. SANCTIONS

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

IX. TRANSFER OF CASE INFORMATION

- A. SSA will transfer case information in compliance with established SSA policy and in accordance with Section 10850 of the Welfare and Institutions Code.
- B. SSA will require a signed release of information from each family for every case transferred to the Pechanga Tribal TANF program.

X. FACILITIES:

- A. It is mutually understood that PBLMI will provide services at the following facilities:

CalWORKs North Region
3320 E. La Palma Ave.
Anaheim, CA 92806

PBLMI
48460 Pechanga Road
Temecula, CA 92592

- B. PBLMI and SSA may mutually agree in writing to add, change, modify, or delete facility location(s) as necessary to best serve the needs of SSA and clients to be served under this MOU.

XI. USE OF SSA PROPERTY

- A. SSA intends to permit PBLMI the rent-free use of office space and office furniture located in SSA facility at which PBLMI shall be collocated with SSA staff pursuant to this MOU, as is more particularly set forth in that certain lease or license MOU described in Subparagraph XI.B, below. As stated in the lease or license MOU, said office space and office furniture, shall be used solely by employees of PBLMI while performing their assigned duties pursuant to this MOU. PBLMI shall provide and maintain personal computers, peripheral equipment and printers for all of their staff at this facility.
- B. PBLMI shall enter into a rent-free lease or license MOU with SSA for facility provided by SSA, and will execute all terms and conditions of said MOU upon SSA's presentation of said document to PBLMI. Failure to execute the lease or license MOU will result in a breach of this MOU.
- C. PBLMI is responsible for any costs associated with Fair Employment

and Housing Act and Americans with Disabilities Act accommodations for its own employees at COUNTY facilities. SSA, may, in its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to PBLMI.

- D. SSA intends to permit PBLMI the use of internet service. Said access shall be used solely by employees of PBLMI and only for performing their assigned duties pursuant to this MOU. By using this internet service, PBLMI acknowledges and agrees that there are significant security, privacy and confidentiality risks inherent in accessing or transmitting information through the internet connection. Security issues include, without limitation, interception of transmissions, loss of data, and the introduction of viruses and other programs that can corrupt or damage PBLMI's computer or other devices. PBLMI agrees that SSA is not liable for any interception or transmission, computer worms or viruses, loss of data, file corruption, hacking or damage to their computer or other devices that result from the transmission or download of information or materials through the internet service provided.

XII. FISCAL

- A. 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).
- B. SSA shall incur no fiscal obligation for any assistance or services under the Pechanga 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.

XIII. CONFIDENTIALITY

- A. In accordance with the Welfare and Institutions Code (WIC) Section

10850 (b), SSA and PBLMI may share confidential information regarding applicants and recipients to the extent required to verify eligibility or for other purposes directly connected with the administration of public social programs.

- B. SSA 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.
- C. All records and information concerning any and all persons referred to PBLMI by SSA or SSA's designee shall be considered and kept confidential by PBLMI, PBLMI's employees, volunteers, agents, and subcontractors. PBLMI shall require all of its employees, volunteers, agents, subcontractors and partners who may provide services for PBLMI under this MOU to sign an MOU with PBLMI before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to PBLMI by SSA, except as may be required to provide services under this MOU or to those specified in this MOU as having the capacity to audit PBLMI, and as to the latter, only during such audit. PBLMI shall comply with any audits specified in Paragraph XIX, provide reports and any other information required by COUNTY in the administration of this MOU, and as otherwise permitted by law.
- D. PBLMI shall inform all of its employees, volunteers, agents, subcontractors, and partners of this provision and that any person violating the provisions of said California state law may be

guilty of a crime.

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

XIV. PUBLICITY

- A. Information and solicitations, prepared and released by PBLMI, concerning the services provided under this MOU shall state that the program, wholly or in part, is funded through SSA, State and Federal government funds.
- B. PBLMI shall not disclose any details in connection with this MOU to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing PBLMI's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit PBLMI from publishing its role under this MOU within the following conditions:
 - 1. PBLMI shall develop all publicity material in a professional manner; and
 - 2. During the term of this MOU, PBLMI shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY. COUNTY shall not unreasonably withhold written consent.
 - 3. COUNTY owns all rights to the name, logos and symbols of COUNTY. The use and/or reproduction of COUNTY's name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without COUNTY's prior written consent is expressly prohibited.

XV. INDEMNIFICATION

PBLMI 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 PBLMI pursuant to 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.

XVI. INSURANCE

- A. Prior to the provision of services under this MOU, PBLMI agrees to purchase all required insurance at PBLMI's expense and to deposit with SSA Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with, PBLMI 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 PBLMI pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for PBLMI.
- B. PBLMI shall ensure that all subcontractors performing work on behalf of PBLMI pursuant to this MOU shall be covered under PBLMI's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for

PBLMI. PBLMI shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from PBLMI under this MOU. It is the obligation of PBLMI 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 PBLMI through the entirety of this MOU for inspection by COUNTY representative(s) at any reasonable time.

C. 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 PBLMI's current audited financial report. If PBLMI's SIR is approved, PBLMI, in addition to, and without limitation of, any other indemnity provision(s) in the MOU, agrees to all of the following:

1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from PBLMI's agents, employee's or subcontractor's performance of this MOU, PBLMI shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. PBLMI's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
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 PBLMI's SIR provisions shall be interpreted as though PBLMI was an insurer and COUNTY was

the insured.

- D. If PBLMI fails to maintain insurance acceptable to COUNTY for the full term of this MOU, COUNTY may terminate this MOU.
- E. Qualified Insurer:
 - 1. The policy or policies 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).
 - 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.
- F. The policy or policies of insurance maintained by PBLMI 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

G. Required Coverage Forms:

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.
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.

H. Required Endorsements:

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

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

- I. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate

of Insurance:

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.
 2. A primary and non-contributing endorsement evidencing that the PBLMI's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- J. 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.
- K. 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.
- L. PBLMI 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.
- M. If PBLMI's Network Security and Privacy Liability policy is a "claims made" policy, PBLMI shall agree to maintain Network Security and Privacy Liability coverage for two (2) years following completion of this MOU.
- N. 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).

- P. Insurance certificates should be mailed to County at the address indicated in Paragraph XX of this MOU.
- Q. Failure of PBLMI to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or SSA, will result in a breach of this MOU.
- R. COUNTY expressly retains the right to require PBLMI 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.
- S. COUNTY shall notify PBLMI in writing of changes in the insurance requirements. If PBLMI 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 PBLMI, and COUNTY shall be entitled to all legal remedies.
- T. The procuring of such required policy or policies of insurance shall not be construed to limit PBLMI’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.

XVII. SECURITY

- 1. PBLMI shall immediately notify COUNTY of any and all unauthorized disclosures of COUNTY data of which PBLMI or its staff is aware or has knowledge. After such notification, PBLMI shall, at its own expense:
 - a. Investigate to determine the nature and extent of the

unauthorized disclosure.

- b. Contain the incident by, among things, attempting to recover records, revoking access and/or correcting weaknesses in security. PBLMI shall reimburse COUNTY for all notification-related costs incurred by COUNTY arising out of or in connection with the unauthorized disclosure as legally required.
2. For services provided under this MOU, PBLMI shall ensure that all confidential information must be held in the strictest confidence, can only be accessed by those with a need to know and is protected to prevent unauthorized or inadvertent access. Confidential electronic information must be stored in an encrypted format. Confidential information stored in a paper format must be transported, handled, secured and destroyed in a manner to prevent unauthorized access.

XVIII. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

PBLMI shall report to COUNTY:

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 PBLMI and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
2. Any third party claim or lawsuit filed against PBLMI arising from or relating to services performed by PBLMI under this MOU. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.
3. Any injury to an employee of PBLMI that occurs on COUNTY property. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.

4. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to PBLMI under the term of this MOU. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.

XIX. RECORDS

A. Client Records:

1. 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 in a form acceptable to COUNTY. PBLMI 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 PBLMI by the COUNTY available for inspection and audit by COUNTY during normal business hours.
2. PBLMI shall keep all COUNTY data provided to PBLMI during the term(s) of this MOU 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 PBLMI 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, PBLMI shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph XXIII.B.

B. 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.

XX. NOTICES

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

SSA: County of Orange Social Services Agency
Contracts and Procurement Services
500 N. State College Blvd., 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 notices, 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.

XXI. DISPUTES

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 both Tribal and State laws. Both Parties will strive to insure the dispute will not result in a disruption of Tribal TANF services.

Nothing in this section shall limit the County's ability to terminate this agreement pursuant to Section XXIII.

XXII. CONFLICT OF INTEREST

- A. PBLMI shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to PBLMI and PBLMI's employees, volunteers, agents, relatives, subcontractors, and third parties associated with accomplishing the work hereunder.
- B. PBLMI's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of COUNTY.

XXIII. TERMINATION

- A. SSA 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 be 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, violations of applicable federal or state law or regulations and repeated or continued violations of County ordinances unrelated to performance under this MOU that in the reasonable opinion of SSA indicate a willful or reckless disregard for County laws and regulations. Exercise by SSA of the right to terminate this MOU shall relieve SSA of all further obligations under this MOU.

- B. 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 SSA in the orderly transfer of service responsibilities, active 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 SSA without alteration. PBLMI also shall assist SSA in extracting and/or transitioning all data in the format determined by SSA.
- C. 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 SSA data or refuse for any reason, to promptly provide to SSA the SSA data if requested to do so on such media as reasonably requested by SSA, even if COUNTY is then or is alleged to be in breach of this MOU.
- D. The obligations of SSA under this MOU are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of PBLMI's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this MOU remains in effect or operation. In the event that such funding is terminated or reduced, SSA may immediately terminate or reduce SSA's maximum obligation, or modify this MOU, without penalty. The decision of SSA will be binding on PBLMI. SSA will provide PBLMI with written notification of such determination. PBLMI shall immediately comply with SSA's decision.
- E. If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or enforceable, 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.

XXIV. 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.

XXV. GENERAL PROVISIONS

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

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

By: _____

Michael F. Ryan, 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: Anna Ochoa

Deputy

Dated: 11/14/17