

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF SAN MATEO, HUMAN SERVICES AGENCY,
AND WASHOE TRIBE OF NEVADA AND CALIFORNIA**

THIS MEMORANDUM OF UNDERSTANDING hereinafter referred to as “Agreement” made and entered into this day ____ of _____, 2006, by and between the COUNTY OF SAN MATEO Human Services Agency hereinafter referred to as “HSA”, and the WASHOE TRIBE OF NEVADA AND CALIFORNIA, hereinafter referred to as “WTNC”,

WITNESSETH

WHEREAS, on June 5, 2006, the U.S. Department of Health and Human Services (hereinafter referred to as “HHS”) approved the transfer of the provision of Temporary Assistance to Needy Families (TANF) services from the San Mateo County Human Services Agency to a tribal government in accordance with Public Law 104-193, as amended, Chapter 270, Statutes of 1997 (California Assembly Bill Number 1542), as amended and the Welfare and Institutions Code, Section 10553.1 – 10553.3, as amended; and

WHEREAS, HSA and WTNC desire a smooth transfer of the provision of such TANF services; and

WHEREAS, The WTNC desires to provide a tribal family assistance program (hereinafter referred to as “Native TANF”); and

WHEREAS, the Board of Supervisors of the County of San Mateo delegated authority to the Director of the Human Services Agency or his/her designee to negotiate, an agreement with the Washoe Tribe of Nevada and California relating to the transfer of TANF services.

NOW THEREFORE, it is mutually agreed as follows:

I. PURPOSE

The purpose of this Agreement is to outline HSA’s and WTNC’s responsibilities in connections with provision of Native TANF in San Mateo County. This Agreement shall have no fiscal impact for either party.

II. TERM

The term of this Agreement begins the date of signature by the County of San Mateo, Board of Supervisors or its designee, or HHS approval of the WTNC plan, whichever is later, and ends June 30, 2007. It will be automatically renewed for successive County fiscal year periods beginning on July 1, 2007 and terminate when the delegation of authority terminates, on June 30, 2008 unless terminated earlier as provided in Section VI.

III. RESPONSIBILITIES OF COLLABORATIVE PARTNERS

For qualified Native American Indian families residing in San Mateo County who choose to receive Native TANF, the following general provisions are agreed to by HSA and WTNC.

- A. WTNC will provide Native TANF cash aid, and employment and supportive services.
- B. HSA will provide Food Stamps and Medi-Cal.

- C. A process for recruiting and transitioning qualified HSA CalWORKs cases to Native TANF will be established and mutually agreed upon by both parties.
- D. Qualified Native American Indian families can choose to receive Native TANF **or** CalWORKs but cannot receive aid from both programs simultaneously. All approved CalWORKs cases will be given the option to transfer to Native TANF; up to the maximum of 175 cases will be transitioned within 180 days after this Agreement begins.
 - 1. HSA will contact Native American CalWORKs customers and provide them Native TANF program information developed in conjunction with WTNC.
 - 2. HSA and WTNC will develop a contingency plan to address transitioning existing CalWORKs recipients, as well as CalWORKs applicants, should the maximum service level (i.e. 175 cases) be reached.
 - 3. The contingency plan will address waiting lists, priority for services, etc. For any approved family on a waiting list for Native TANF services, HSA will provide CalWORKs cash aid, employment and supportive services.
- E. WTNC and HSA will exchange information as needed to determine eligibility for Native TANF, CalWORKs, Medi-Cal or Food Stamps pursuant to Welfare and Institutions Code section 10850.
 - 1. HSA and WTNC agree to exchange Social Security Numbers, as needed, to prevent duplicate aid.
 - 2. WTNC agrees to inform HSA in advance of any planned program changes (e.g., cost-of-living increases) to ensure Food Stamp and Medi-Cal program integrity.
 - 3. WTNC agrees to comply with all applicable Federal and State statutes related to client confidentiality.
- F. The federal 60-month time limit applies to both TANF programs, and the time aid is received in either program counts toward that 60-month time limit.
- G. Previously imposed or current sanctions are not transferable from one program to another. CalWORKs sanctions will not be applied to families transitioning from CalWORKs to Native TANF; conversely, Native TANF sanctions will not be applied to families opting to receive CalWORKs. If however, a client chooses to transfer back to CalWORKs after transferring to Native TANF, that client will transfer back to CalWORKs with his or her previous CalWORKs sanctions. The converse also applies if a client transfers from Native TANF to CalWORKs and then back to Native TANF.
- H. HSA will identify a formal Native TANF liaison to resolve issues that arise in administering this program. The HSA Tribal Liaison and designated Native TANF staff will meet as needed to develop procedures, outreach efforts, mutual education and to resolve issues that may arise in the administration of the Native TANF program.
- I. Both agencies will allow reciprocal outreach programs at their respective offices. HSA staff will conduct Food Stamp and Medi-Cal outreach activities through the Native TANF offices; conversely WTNC will conduct Native TANF outreach through HSA offices.
- J. On Native TANF cases where fraud is suspected, WTNC may collaborate with San Mateo County HSA and share pertinent information with identified HSA investigative staff. The HSA

investigator will review database information regarding suspected fraud, and share the information with WTNC. On such matters WTNC will determine whether to pursue a referral to the District Attorney's office. If after an investigation WTNC determines Native TANF fraud has occurred, it will share with HSA all information that may impact that client's Medi-Cal or Food Stamps case. If after an investigation HSA determines Medi-Cal or Food Stamp fraud had occurred, it will share with WTNC all information that may impact that client's Native TANF case. If a Native TANF case is transferred back to HSA, WTNC will inform HSA of any history of fraud, intentional program violations or sanctions at the time of transfer from WTNC to HSA. If a HSA case is transferred to WTNC, HSA will inform WTNC of any history of fraud, intentional program violations or sanctions at the time of transfer from HSA to WTNC.

- K. Collaboration will occur between both parties to respond and facilitate issues identified as barriers to self-sufficiency and family unity of Native TANF customers.

IV. EACH PARTIES' RESPONSIBILITIES

A. HSA Responsibility:

- 1. Existing CalWORKs Cases:
 - a. Conduct a special mailing to all CalWORKs families, asking them to self-identify if they are Native American Indians and, if so, offering the option to receive Native TANF. Individuals will be required to provide proof of their Native American Indian status. WTNC will provide written information to HSA for purposes of recruitment of eligible families to Native TANF.
 - b. For qualified Native American Indian CalWORKs families who choose Native TANF and sign an appropriate transfer agreement and consent form:
 - i. HSA and WTNC will assure there is no break in aid or supportive services, by coordinating the termination of CalWORKs with the effective date of Native TANF approval.
 - ii. Continue Medi-Cal and Food Stamp benefits; recalculate Food Stamps, if necessary.
 - iii. Consult with WTNC staff on a case-by-case basis to arrange continuation of Welfare to Work activity or CalWORKS substance abuse or other therapy.
 - iv. Provide, to WTNC field offices, HSA records needed to determine eligibility for Native TANF (e.g., Social Security Number, birth records, immunization records, school attendance records, proof of UIB application/denial, proof of current income/property, child care status, employment service history, time on aid, and any other pertinent information). If available HSA will provide electronic access and transfer of information.
 - v. HSA will provide accurate time on aid of the 60-month TANF time-clock on all cases transferred to Native TANF.
 - vi. HSA will share all relevant documents of those clients who have been active in the Employment Services program, including clients Welfare to Work plans, Vocational Assessments, and history of service.

2. CalWORKs Applicants:
 - a. At application, ask each applicant if there is a child/children of Native American Indian origin in the family.
 - b. For applicants self-declaring to be Native American Indians provide written information about Native TANF, offer the option of receiving Native TANF and obtain the applicant's choice in writing.
 - c. For new CalWORKs applicants identifying as Native American:
 - i. CalWORKs will immediately contact the WTNC Native TANF Program and provide the customer information on Native TANF.
 - ii. The CalWORKs office will determine eligibility for Medi-Cal and Food Stamps and begin application process as appropriate.
 - iii. If Native TANF is approved by WTNC on transferred cases:
 - a) Discontinue CalWORKs, coordinating the termination with the effective date of Native TANF cash assistance approval so there is no break in cash aid or supportive services;
 - b) Continue Medi-Cal and Food Stamp benefits; recalculate Food Stamps, if necessary.
 - c) Transfer the HSA Food Stamp and Medi-Cal cases to the appropriate HSA unit.
 - iv. If Native TANF is denied by WTNC, note denial in case record. Transfer case to appropriate CalWORKs unit/office.
 - d. For Individuals choosing CalWORKs:
 - i. Contact WTNC office to:
 - a) Verify the individual is not currently receiving Native TANF; and
 - b) Determine any prior receipt of Native TANF which would count toward the CalWORKS 60-month time clock.

B. WTNC Responsibility:

1. WTNC will provide staff to coordinate CalWORKs discontinuance/Native TANF approval dates and to liaison with HSA and Native TANF offices to address grant amounts, Native TANF denials and other issues that arise.
2. WTNC will coordinate with HSA to assure that the effective date of Native TANF cash assistance allows time for ten-day notice of discontinuance of CalWORKs.
3. New Native TANF Applicants

- a. If the family is Native TANF eligible, Native TANF will contact HSA to initiate transfer of the case. If the family is not on CalWORKs, determine prior receipt of CalWORKs, if any, which would count toward the Native TANF 60-month clock.
 - b. If the applicant is not currently receiving Food Stamps, send the applicant to the appropriate HSA office to apply for Food Stamps.
 - c. If the applicant is not currently receiving Medi-Cal, send a copy of the Native TANF application along with all records needed to determine eligibility for Native TANF cash assistance to HSA.
- 4. Provide families grant amounts to HSA liaison on a quarterly basis in accordance with quarterly reporting cycle for the purpose of calculating Food Stamps and Medi-Cal eligibility.
 - 5. WTNC will share all relevant documents of those clients transferred to HSA who have been active in Employment Services, including clients Welfare to Work plans , Vocational Assessments, and history of service.
 - 6. WTNC will provide accurate time on aid of the 60-month TANF time-clock on all cases transferred to HSA.

V. BUDGET

- A. There is no compensation payable to either party in connection with this Agreement.
- B. WTNC is to be funded directly from federal and state sources for the provision of the Native TANF family assistance program, and employment and supportive services.
- C. HSA shall incur no fiscal obligation for any assistance or services under the Native TANF program. WTNC shall incur no fiscal obligation for any assistance or services provided under the CalWORKs program. The recovery or adjustment of any overpayment, underpayment, or duplicative assistance will be the responsibility of the party issuing the erroneous payment.

VI. TERMINATION

- A. This Agreement may be terminated at any time without cause by either party upon giving at least thirty (30) days prior written notice.
- B. Written notice of termination or amendment pursuant to this Agreement shall be addressed as follows:

To HSA:

County of San Mateo
 Attention: Director
 Human Services Agency
 550 Quarry Road
 San Carlos, CA 94070

To WTNC:

Washoe Tribe of Nevada and California
 Attention: Executive Director
 Native TANF Program
 919 Hwy 395 South
 Gardnerville, NV 89410

VII. AMENDMENTS

Amendments to this Agreement must be made in writing and may be made only upon the mutual written approval of the Chairman of WTNC, and the Director of the Human Services Agency.

VIII. CONFIDENTIALITY

Each party shall ensure that case record information is kept confidential in accordance with applicable Federal, State and local law when it identifies an individual by name, address or other information that identifies an individual. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification and destruction.

The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence.

IX. INDEPENDENT CAPACITY

- A. It is understood that WTNC and HSA are independent agencies and that no employer-employee relationship exists between the parties hereto.
- B. WTNC assumes exclusively the responsibility for WTNC's acts and the acts of WTNC's employees, agents and subcontractors as they relate to the services to be provided during the course and scope of this Agreement.
- C. HSA assumes exclusively the responsibility for HSA's acts and the acts of HSA's employees, agents and subcontractors as they relate to services to be provided during the course and scope of this Agreement.
- D. In accordance with Welfare and Institutions Code section 10553.3, implementation of this Agreement shall not be construed to impose liability on or to require indemnification by, the County of San Mateo for any act or omission by a Washoe Tribe officer, agent or employee.

X. DISPUTES

If a dispute arises from this Agreement involving interpretation, implementation or conflict of policy or procedures, the parties shall meet to resolve the problem. To the extent possible, both parties shall ensure that any dispute will not disrupt the delivery of services or assistance payments to Native American Indian families.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter herein, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed superceded by this Agreement. This Agreement is not intended to, and shall not be construed to create the relationship of agent, officer, employee, partnership, joint venture, or association between HSA and WTNC. No verbal commitment or conversation with any officer agent, or employee of either party shall affect or modify any of the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF SAN MATEO
a political subdivision of the State of California

WASHOE TRIBE OF NEVEDA AND CALIFORNIA

By _____
President, Board of Supervisors
County of San Mateo

By _____
A. Brian Wallace, Tribal Chairman

Date _____

Date _____

Attest:

By _____
Clerk of Said Board