

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE FEDERATED
INDIANS OF GRATON RANCHERIA AND COUNTY OF SONOMA
FOR ADMINISTERING TRIBAL TANF PROGRAM**

March 26, THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into effective _____, 2009 by and between the COUNTY OF SONOMA ("COUNTY"), a Political Subdivision of the State of California, and The Tribal Family TANF Program of Sonoma and Marin Counties ("FIGR TANF"), a division of the Federated Indians of Graton Rancheria, a sovereign Indian Tribe ("TRIBE").

RECITALS

- A. WHEREAS, the TRIBE obtained approval from the Administration for Children and Families to administer and provide Temporary Assistance to Needy Families (TANF) services to eligible Tribal Members that reside in the County of Sonoma; and
- B. WHEREAS, the COUNTY agrees to transfer responsibility for administering and providing TANF services for Tribal Members to the TRIBE, in accordance with Public Law 104-93, as amended; Chapter 270, Statutes of 1997 (California Assembly Bill Number 1542) as amended; and Welfare and Institute Code, section 10553.2, as amended.

AGREEMENT

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

I. PURPOSE

- A. The purpose of this MOU is to outline the COUNTY and TRIBE'S responsibilities in administering TANF services to Tribal Members within the County of Sonoma; and
- B. The Parties are committed to insuring both the smooth and efficient transition of Tribal Members currently served by the County to the FIGR TANF and the on-going lawful and successful operations of the FIGR TANF.

II. DEFINITIONS

The following words below are defined throughout the MOU as stated below:

- A. "SonomaWORKS" refers to the family assistance program administered by the COUNTY Department of Human Services.

- B. "FIGR TANF" refers to the Tribal TANF program administered by the Tribe in accordance with a Tribal TANF Family Assistance Plan (TTFAP).
- C. "Tribal Members" refers to families who meet the TANF eligibility criteria and have a member that is enrolled or eligible for enrollment in a federally recognized Indian Tribe or Native Alaskan Village. Under the Tribe's TANF plan, Native American families which include members of the Round Valley, Sherwood Valley, Dry Creek, Pinoleville, Hopland and Redwood Valley tribes residing in Sonoma County are not included in the program's scope.
- D. "Parties" refers to the Tribe and County together.

III. COUNTY RESPONSIBILITIES

County responsibilities with respect to administering and coordinating with the Tribe TANF services to Tribal Members are as follows:

- A. Assign a liaison to the TRIBE to assist in the resolution of issues that may arise during implementation of the FIGR TANF program.
- B. Provide the TRIBE with copies of COUNTY'S policies and procedures for TANF/CalWORKs assistance and services in existence as of the date of execution of this MOU.
- C. Notify County TANF recipients of the availability of the FIGR TANF program for Tribal Members in a targeted communication developed jointly with the Tribe within thirty (30) days of the MOU effective date.
- D. Provide Tribal Members interested in transferring from SonomaWORKS to the FIGR TANF Program with a release of information consent document in a form substantially consistent with Exhibit A-1.
- E. Following receipt of the consent form for each affected client, the COUNTY will submit a client list and client information, including Time on Aid, to the Tribe for determination of eligibility for the FIGR TANF Program.
- F. Screen new applicants, and refer them to TRIBE, as appropriate.
- G. Coordinate with Tribe, so that eligible FIGR TANF Program participants can receive food stamps and/or Medi-Cal through the County.
- H. Implement and develop an information sharing system with the Tribe to prevent and identify duplicative claims and claims.

- I. Develop and Implement a system with the Tribe to collect overpayments to clients.

IV. TRIBE RESPONSIBILITIES

The Tribe's responsibilities with respect to administering and coordinating with the County TANF services to Tribal Members are as follows:

- A. The TRIBE shall obtain written acknowledgement from families participating in the FIGR Tribal TANF program, which states that they cannot receive TANF/CalWORKs cash aid assistance and/or TANF/CalWORKs services from COUNTY while being served by the Tribal TANF program.
- B. The TRIBE shall provide information and verification, as requested by Tribal TANF participants, to establish eligibility and benefit level for the Food Stamp and/or Medi-Cal programs. The TRIBE agrees to timely inform COUNTY of any planned program changes (e.g., cost-of-living increases) to help ensure Food Stamp and/or Medi-Cal Program integrity.
- C. The TRIBE shall assign a liaison to COUNTY in the Tribal TANF program office to assist in the resolution of issues that may arise during the implementation and operation of the Tribal TANF program.
- D. Should a participant choose to transfer back to TANF/CalWORKs from the FIGR TANF Program, the TRIBE shall provide COUNTY with the records needed to determine eligibility for TANF/CalWORKs (e.g., Social Security number, birth records, immunization records, school attendance records, proof of current income/property, child care records, aid payment records, employment services records and any other pertinent information).
- E. The TRIBE and FIGR TANF Program shall share evaluative and outcome data and reports, including raw data, with the COUNTY to be used for the purposes of better understanding the impacts of the FIGR TANF Program. The COUNTY shall cooperate in providing aggregate and other non-confidential data and information to the TRIBE for use in its evaluative analysis.
- F. The TRIBE and COUNTY shall provide each other advance notice of any anticipated media coverage on the FIGR TANF Program.
- G. Provide Tribal Members interested in enrolling in the FIGR TANF Program with a release of information consent document in a form substantially consistent with Exhibit A-2.

V. JOINT RESPONSIBILITIES

Joint responsibilities of the Tribe and County with respect to administering and coordinating TANF services to Tribal Members are as follows:

- A. Cooperate and communicate in a manner that optimizes services to Tribal families.
- B. Consistent with the applicable laws and regulations, assure that Tribal families in need of economic assistance and social services receive timely assistance and social services without hindrance due to questions involving the interpretation or implementation of this MOU.
- C. Provide mutual assistance through the identification of issues and solutions.
- D. Inform all applicants and recipients of their right to apply for or continue to participate in the Food Stamps and/or Medi-Cal programs.
- E. To prevent duplicate aid, and payments over the 60 month time limit, the TRIBE and COUNTY agree to, pursuant to this MOU, confidentially exchange Social Security numbers as needed, monitor the Medi-Cal Eligibility Data System (MEDS), and take any other necessary steps to insure compliance with all applicable laws and regulations related to the TANF and other public assistance programs on at least a quarterly basis.

VI. PROTOCOLS

To promote best practices, facilitate carrying out the Parties' responsibilities stated above, and to help insure the successful implementation of this MOU and the FIGR TANF Program, the Tribe and County shall utilize the set of protocols and policies provided for in Exhibit B, ("Protocols"), which is incorporated herein by this reference.

VII. COMPENSATION

All services performed pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by the COUNTY or the TRIBE.

However, the TRIBE may contract with COUNTY for services based upon specific written agreements including but not limited to technical assistance related to program development and implementation, record retention and such other services as the Parties may identify.

VIII. TRANSFER OF CASE INFORMATION

- A. COUNTY will transfer case information in compliance with established COUNTY policy, the attached Protocol, and in accordance with the Privacy Act, the Freedom of Information Act, Section 10850 of the Welfare and Institutions Code, 45 Code of Federal Regulations 205.5 et seq. and other applicable laws or policies.
- B. COUNTY will require an approved, signed consent to release of information, Exhibit A, from each family for every case transferred to the Tribal TANF program.
- C. TRIBE will require Case Transfer Information Sheet, in a form substantially similar to Exhibit C, to be completed by the designated County Liaison. As this form is needed to complete the application process it must be returned to the Tribal Liaison within five (5) business days of receipt of such written request. A Tribal Consent to Release Information form will also be attached.
- D. TRIBE will both timely discontinue and accept cases as provided for in the Protocol (Exhibit B) to insure timely payments and effective program operations.

IX. CONFIDENTIALITY

- A. All services performed under this MOU shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality including but not limited to, each party ensuring that case record information is kept confidential when it provides name, address, or other information that identifies an individual. Confidential information requires special precautions to protect said confidential information from loss, unauthorized use, access, disclosure, modification, or destruction.
- B. The Parties to this MOU shall keep all information that is exchanged between them in the strictest confidence, including, as provided for, in section 10850 of the California Welfare and Institutions Code and 45 CFR section 205 et seq.
- C. Specifically, on a contractual and not jurisdictional basis, FIGR TANF and the TRIBE agree to strictly comply with the provisions of Section 10850 of the Welfare and Institutions Code, Division 19 of the Department of Social Services Manual on Policy and Procedures, and 45 CFR section 205 et seq. to assure that:
 - 1. All applications and records concerning any individual made or kept by the TRIBE, any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid

are received by the State from the federal government will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such public social services; and

2. No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to any applicant or recipient.
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- D. FIGR TANF and the TRIBE further agree to inform all employees, agents and partners of the confidentiality provisions of the MOU.
 - E. The Parties understand and agree that these confidentiality provisions shall survive any termination or expiration of this MOU.
 - F. In conformance with federal regulations, including 45 CFR 205.50, all persons with access to confidential TANF client information shall be informed of the sanctions, including criminal penalties, for illegal use or disclosure of the information.
 - G. In addition, the Confidentiality Agreement entered into between the Parties, effective January 1, 2009 (Exhibit D), which is incorporated herein by this reference, shall remain in full force and effect.

X. FISCAL

- A. TRIBE is funded directly from the State of California's California Department of Social Services (CDSS) as well as the Administration for Children and Families for the provision of Tribal TANF family assistance services.
- B. This MOU is contingent upon the availability of funds with which continued Tribal TANF assistance and other supportive services shall be paid.
- C. Neither COUNTY nor TRIBE shall incur any fiscal obligation to each other, unless specifically provided for in this MOU or other written agreements. The recovery or adjustment of any overpayment, underpayment, and duplicative assistance to participants in the Tribal TANF program will be the responsibility of the party authorizing, i.e. generating or issuing the erroneous payment. The Parties shall make every effort and take all necessary steps to collect such wrongful payments from the recipient.
- D. Once eligibility has been determined, TRIBE will notify the COUNTY that the case has been determined eligible and accepted as a Tribal TANF Case. Once the case has been accepted, and following a minimum of fifteen (15) days notice of such acceptance to the County, the case shall be deemed transferred and the TRIBE will assume fiscal responsibility as of the first of

the month following the notice period and as further provided in the Protocol (Exhibit B).

XI. SANCTIONS

Both parties agree that sanctions are not transferable from COUNTY's TANF/CalWORK's to TRIBE Tribal TANF program, or conversely.

XII. RECORD RETENTION

The TRIBE and FIGR TANF shall permanently store or cause to be stored all FIGR TANF client records, whether electronic or paper, showing or relating to their time on aid and benefits received. Nothing in this MOU shall prevent the COUNTY from providing such document and data storage for reasonable compensation by the TRIBE.

XIII. LIABILITY

Each of the Parties to this MOU shall be solely liable for negligent or wrongful acts or omissions of its own officers, agents and employees occurring in the performance hereof, and if either party becomes liable for any loss or damages as a result of the acts or omissions of its officers, agents and employees, it shall pay such loss or damages for which it is responsible without contribution of the other party. The TRIBE expressly waives sovereign immunity in any recovery action in which the COUNTY is a party related to the FIGR TANF Program and as further provided in Section XVI.

XIV. INDEPENDENT CONTRACTOR

This Agreement is not intended to and will not be construed to create the relationship of principal-agent, master-servant, employer-employee, contractor-contractee partnership, joint venture or association between COUNTY and TRIBE. Neither is any party an officer of the other. Each of the Parties shall be acting independently of each other in their performance of this MOU.

XV. DISPUTES

A. Dispute Resolution Process

1. Meet and Confer Process

In recognition of the government-to-government relationship between TRIBE and County, the Parties shall make their best efforts to resolve disputes that occur under this MOU by good faith negotiations whenever possible. Therefore, the Parties hereby establish a threshold requirement that disputes arising under this MOU shall first be subject to a good faith meet and confer procedure to give the Parties an opportunity to work together to solve identified issues.

Disputes arising between the Parties regarding a party's alleged failure to meet its obligations imposed by this MOU, including a refusal to meet and confer or, for an alleged breach of this MOU, or for damages related to the FIGR TANF Program arising from or related to this MOU shall be addressed through the following process:

The Parties may meet and confer informally to discuss their concerns. This stage may include an informal exchange of views among Tribal and County representatives and may remain confidential in accordance with applicable law.

a. A party desirous of invoking the meet and confer provisions of this MOU shall provide confidential written notice to the other party, identifying with specificity the alleged issue or issues and the actions requested to resolve the dispute. Within seven (7) business days after receipt of the notice, the recipient shall provide a written response agreeing or disagreeing with the complaint. If the party agrees, it will set forth detailed steps to address the dispute. If the Parties disagree, they shall proceed in accordance with the next subsection.

b. The Parties shall formally meet and confer in good faith within ten (10) business days of receipt of the written notice, or at such other time as the Parties may agree in writing, to attempt to resolve the dispute. If both Parties agree, a mediator may be used to help resolve the dispute at this stage. The Parties and mediator, if any, shall ensure that any disputed issues are clearly and directly communicated according to any agreed upon process and timeline. Multiple meetings under this step may be reasonably required depending upon the nature of the dispute, provided that the meet and confer process shall be completed within thirty (30) days of the notice provided pursuant to subsection (a) above, unless extended in writing by mutual agreement of the Parties.

2. Legal Action

The Parties agree that if good faith negotiations fail to resolve the claims of breach within 30 days of the notice provided for in Section XV(a), an action may be brought to enforce the terms of this MOU in the Sonoma County Superior Court and that the MOU shall be interpreted in accordance with the laws of the State of California. The Parties stipulate that neither party shall seek removal or a change of venue, and that such Court, as well as any related appellate courts, shall have jurisdiction over these proceedings. In the event that the Superior Court lacks or declines to take jurisdiction, the Parties agree to submit the matter to the appropriate federal or other superior court. Except as may be specifically provided in this MOU, the Parties agree not to assert and hereby waive any defense alleging governmental immunities, indispensable parties, exhaustion of tribal or administrative remedies, improper jurisdiction, improper forum, or forum non-conveniens.

3. Relief

The Parties hereby agree that in the event a party breaches or is alleged to intend to breach this MOU, the other party may seek damages, a temporary restraining order, preliminary or permanent injunction, or similar relief. In the event of intervention by any additional person or entity, without the consent of the Parties, nothing herein shall be construed to constitute a waiver of sovereign or other immunities with respect to any such third party.

4. Other Dispute Resolutions

This Section may not be construed to waive, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution, including, but not limited to, mediation, arbitration, or utilization of a technical advisor to the Parties; provided, however, that no party is under an obligation to agree to such alternative method of dispute resolution.

5. Dispute Resolution Confidentiality

Unless otherwise agreed by the Parties, the Parties agree that any dispute resolution meetings or communications, arbitration proceedings, or agreements among the Parties settling or otherwise relating to any claims of breach of this Agreement, or otherwise, shall be and remain confidential among the Parties to the extent not prohibited by applicable law.

XVI. WAIVER OF SOVEREIGN IMMUNITY

Subject to the provisions of this Section, the Tribe expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of the County, but not as to any other person or entity, as to any dispute which arises under this MOU and not as to any other action, matters or disputes. The Tribe does not waive its sovereign immunity with respect to (i) actions by third parties, or (ii) disputes between the Tribe and the County that do not arise under this MOU. The Tribe's waiver of sovereign immunity pursuant to this Section waiver shall be ratified in a resolution of the Tribe's General Council in substantially the form attached as Exhibit E.

VII. ATTORNEY FEES

Each party shall bear its own costs and attorneys' fees in any court action brought pursuant to this MOU. The Parties shall use their best efforts to ensure that any dispute will not disrupt the delivery of services or assistance payments to eligible Tribal Members.

XVIII. SEVERABILITY

To the extent allowed by law, the terms, covenants, conditions, provisions and agreements in this MOU shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. The Parties agree that in the event that any term, covenant, condition, provision or agreement of this MOU is held to be invalid or void by court of competent jurisdiction, the invalidity of any such term, covenant condition, provision or agreement shall in no way affect any other term covenant, condition provision or agreement in this MOU.

XIX. MODIFICATION OF TERMS

No addition to, or alteration of the terms, of this MOU, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this MOU which is formally approved and executed by the Parties.

XX. TERM

- A. This MOU shall be deemed in force as of the above effective date and shall remain in effect unless amended or terminated.
- B. The Parties shall undertake a program review, at a minimum of every three (3) years, as calculated from the MOU Effective Date, for the purpose of determining if any changes are needed in the Protocols to improve program administration, comply with applicable laws and regulations, and enhance services to TANF clients.
- C. This MOU may be terminated unilaterally by either party upon written notice one hundred twenty (120) days in advance of the date of the end of the current MOU term. The TRIBE may terminate the MOU within sixty (60) days notice if it suffers a total loss of funding for the TANF Program. Either party considering termination shall explore alternatives with the other party before taking such action and to ensure that there is no disruption or breaks in service or assistance to Tribal Members.
- D. In the event of retrocession by the State or Federal government, TRIBE shall notify COUNTY and California Department of Social Services (CDSS) one hundred twenty (120) days prior to the effective date of retrocession.

XXI. Any notification required under the MOU shall be addressed as follows:

If to COUNTY:

Director
Human Services Department County of Sonoma
Employment and Training Division

SonomaWORKS
2225 Challenger Way Suite 101 P.O. Box 1539
Santa Rosa, CA 95402-5669

If to CDSS:

Director
California Department of Social Services
744 P Street, M.S. 17-11
Sacramento, CA 95814

If to FIGR TANF:

Director of Social Services
Tribal TANF Program of Sonoma and Marin
6400 Redwood Dr., Suite 110
Rohnert Park, CA 94928

If to Federated Indians of Graton Rancheria:

Tribal Chairperson
Federated Indians of Graton Rancheria
6400 Redwood Dr., Suite 300
Rohnert Park, CA 94928

And a copy sent simultaneously to:

Administration of Children and Families
50 United Nations Plaza, Room 450
San Francisco, CA 94102
Attention: HUB Director

California Department of Social Services
CalWORKs Eligibility Bureau
744 P Street, M.S. 16-32
Sacramento, CA 95814
Attention: Tribal Coordinator

XXII. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties with respect to the FIGR TANF Program and all prior or contemporaneous agreements of any kind or nature relating to the same, shall be deemed merged. 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 this MOU.

XXIII. REPRESENTATION

By entering into this MOU each signatory represents that, as of the execution date, the undersigned has the authority to execute this MOU on behalf of their respective governing body's including written resolutions to that effect.

XXIV. DUPLICATE COPIES

At least two copies of this MOU shall be signed and exchanged by the Parties, each of which shall be considered an original document.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year hereinabove written:

Dated: *March 26, 2009*
RANCHERIA

FEDERATED INDIANS OF GRATON

BY: *Greg Sarris*
Greg Sarris, Tribal Chair
Federated Indians of Graton Rancheria

ATTEST:

Dated: *March 26, 2009*

Jeanette Anglin
Tribal Secretary

Dated: *February 24, 2009*

COUNTY OF SONOMA

BY: *Valerie Brown*
Valerie Brown, Vice Chair
Sonoma County Board of Supervisors

ATTEST:

Dated: *February 24, 2009*

Robert Deis by S. K.
Robert Deis,
Clerk of the Board of Supervisors

APPROVED AS TO FORM:

Dated:

BY: _____
Michael Pfeffer, Counsel
For Federated Indians of Graton

Rancheria

Dated:

OFFICE OF THE COUNTY COUNSEL
STEVEN WOODSIDE, County Counsel

BY: _____
Bruce D. Goldstein,
Assistant County Counsel

Memorandum of Understanding Exhibits
between the Federated Indians of Graton Rancheria and the County of Sonoma for
Administering the Tribal TANF Program

- Exhibit A Applicant's Authorization for Release of Information
- Exhibit A-1 Release and Exchange of Information Request
- Exhibit B Protocols
- Exhibit C Notification of Transfer
- Exhibit D Confidentiality Agreement
- Exhibit E Waiver of Sovereign Immunity

APPLICANT'S AUTHORIZATION FOR RELEASE OF INFORMATION

(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

To:

1. _____, RESIDING AT _____

_____, HEREBY AUTHORIZE YOU TO RELEASE TO THE

_____, SPECIFIC
(NAME OF AGENCY, INSTITUTION, INDIVIDUAL PROVIDER)

INFORMATION REQUESTED BY THIS AGENCY WHICH I CANNOT PROVIDE CONCERNING _____

THIS INFORMATION IS NEEDED FOR THE FOLLOWING PURPOSE _____

THIS FORM WAS COMPLETED IN ITS ENTIRETY AND WAS READ BY ME (OR READ TO ME) PRIOR TO SIGNING.

SIGNATURE OF APPLICANT		DATE
BIRTHPLACE	BIRTHDATE	MAIDEN NAME OF MOTHER
SIGNATURE OR NAME OF SPOUSE		DATE
BIRTHPLACE OF SPOUSE	BIRTHDATE OF SPOUSE	MAIDEN NAME OF SPOUSE'S MOTHER

Protocols to Implement the Memorandum of Understanding Between the Federated Indians of the Graton Rancheria and the County of Sonoma for Administering the Graton Tribal TANF Program

As agreed in the attached Memorandum of Understanding (“MOU”) between the County of Sonoma (“County”), acting through its Human Services Department (HSD) and the Federated Indians of Graton Rancheria Tribal Family TANF Program (FIGR), (collectively, the “Parties”) these Protocols will be used to foster cooperation between the Parties and to ensure the Parties receive information necessary to administer their respective TANF and other social service and benefits programs:

HSD and FIGR Liaison:

- SonomaWORKS designates the Temporary Aid to Needy Families (“TANF”) Program Planning Analyst as the management contact for FIGR to provide oversight and response to any issues that arise in the coordination of services provided under the MOU.
- SonomaWORKS will designate an Employment & Training Specialist (ETS) to act as liaison with FIGR in all matters related to clients transferring to or from the FIGR Tribal TANF.
- HSD will immediately notify FIGR of any changes to the designated liaison.
- The liaison will be responsible for the case management of all active FIGR Tribal TANF participant’s other categorically aid program benefits; specifically Public Assistance Food Stamps (PAFS) and Medi-Cal (MN).
- FIGR will designate staff to act as liaison to HSD.

Releases of Information:

- All applicants or recipients of the SonomaWORKS program indicating the intent to transfer or apply to FIGR Tribal TANF will sign a Release of Information (MOU Exhibit A) allowing for the necessary exchange of information between HSD and FIGR.
- All applicants or recipients of FIGR Tribal TANF will sign a Release of Information (MOU Exhibit A) allowing for the necessary exchange of information between FIGR and HSD.
- The Parties agree that no information will be shared regarding any client until a signed Release of Information is received by the other party. Faxed copies will be acceptable.

Case Transfers:

- When a current recipient of TANF/SonomaWORKS benefits expresses the intent to apply for transfer to FIGR Tribal TANF, they must complete a Release of Information (MOU Exhibit A) to facilitate the sharing of information. Either HSD or FIGR Tribal TANF can obtain and provide this document from the client to provide to the other party as described above.
- Within five (5) business days of receiving the signed Release of Information, the party currently responsible for issuing TANF benefits will prepare a Case Transfer Information Sheet (MOU Exhibit C) and include copies of all referenced information to facilitate the

transfer process. These documents will be referred to as the "Transfer Packet", and will include current Time on Aid information listed in the protocol section below.

Employment and other Supportive Services:

- When a client transferring from HSD to FIGR Tribal TANF is also a Welfare to Work ("WTW") participant, additional information regarding Employment Services will be included with the transfer package, including, but not limited to:
 - Most recent WTW plan
 - Career assessment vocational testing results
 - Current attendance reports
 - Supportive Service information (Child Care, Transportation, Ancillary payments)
 - Learning Disability Screening results
- HSD will end all transportation and/or child care supportive service payments to the transferring client effective the last day of the month **following** HSD issued cash aid discontinuance as these supportive service payments are made in arrears. HSD will advise FIGR of any retroactive supportive service payments issued.
- No payments for ancillary needs (car repairs, insurance payments, books, school fees, uniforms, work clothing, etc.) will be made after HSD issued cash aid discontinues.

Beginning/Ending Dates of Aid on Transferred Cases:

- When a recipient of either HSD TANF/SonomaWORKS or FIGR Tribal TANF has indicated the desire to transfer, if the complete Transfer Packet information is provided to the other entity no later than the 15th of the month, the transferring program will discontinue cash aid by the end of the same month.
- If the completed Transfer Packet information is provided to the other entity after the 15th of the month, the transferring program will discontinue cash aid by the end of the following month.

Example 1: Client contacts their SonomaWORKS ETS on October 2nd requesting a transfer to FIGR Tribal TANF. A Release of Information is obtained from the client the same day. The Transfer Packet is completed and mailed to FIGR Tribal TANF on October 10th. SonomaWORKS will discontinue the cash aid effective October 31st and send timely and adequate notice of the discontinuance.

Example 2: Client contacts their SonomaWORKS ETS on October 10th requesting transfer to FIGR Tribal TANF. Client does not provide a signed Release of

Information until October 20th. The Transfer Packet is completed and mailed to FIGR Tribal TANF on October 23rd. SonomaWORKS will discontinue cash aid effective November 30th and send timely and adequate notice of the discontinuance.

- The Parties agree that responsibility for payment will become the responsibility of the receiving entity on the first of the month following discontinuance or as otherwise eligible under the MOU, including the Protocol.

Time on Aid Information:

- FIGR Tribal TANF will provide a list of all active recipients of their program on a monthly basis to HSD for purposing of inputting Time on Aid information into the WDTIP/TRAC section of the MEDS system. This monthly list will include all persons receiving a TANF grant through FIGR Tribal TANF and include the full name, birth date and Social Security numbers of the recipient (including children). The list will be sent to the TANF Program Planning Analyst who will forward it to the appropriate county staff for input into WDTIP/TRAC. HSD will provide a current print out from WDTIP/TRAC showing Time on Aid for any adult recipient transferring into the FIGR Tribal TANF program as part of the transfer packet.
- HSD agrees to provide Time on Aid information to FIGR Tribal TANF program for persons not served by the SonomaWORKS programs upon request with a signed Release of Information, the person's full name, birth date and Social Security number.

Prevention of Duplicate Aid /Information Sharing for Categorical Aid Programs:

- By the fifth of each month, FIGR will provide the TANF Program Planning Analyst with a copy of a Crystal Report showing all persons receiving FIGR Tribal TANF in the prior month. This report will be used for the sole purpose of preventing duplicate aid payments.
- By the fifth of each month, FIGR will also provide the TANF Program Planning Analyst with a copy of a Crystal Report showing the income budgeted and grant issued for each FIGR Tribal TANF Assistance Unit for the prior three months. This report will be used to determine eligibility for Public Assistance Food Stamps (PAFS) and Medi-Cal benefits for families units receiving both FIGR Tribal TANF and other categorical aid.

Informing Current Recipients and New Applicants:

- FIGR will develop an information flyer and brochure (English and Spanish) on FIGR Tribal TANF and this information will be mailed to designated active Sonoma County recipients of TANF/SonomaWORKS.
- Beginning on the MOU effective date, HSD will advise all new applications to TANF/SonomaWORKS of the availability of the FIGR Tribal TANF program through lobby posters, informational materials, and as part of SonomaWORKS Orientations.

Periodic Reviews of Policy and Protocols:

- Representatives from HSD and FIRG Tribal TANF will meet on a quarterly basis after the signing of the MOU to review and refine these Protocols and ensure the ongoing improvement of their respective programs and service delivery.

Records Retention:

The Parties agree that records will be retained as provided in California Department of Social Services All County Letter 03-01 RETAINING RECORDS FOR PURPOSES OF TRACKING TIME ON AID FOR THE CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS (CalWORKs) AND TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) PROGRAMS.

NOTIFICATION OF TRANSFER (CalWORKS/Tribal TANF)

SENDING PROGRAM NAME AND ADDRESS		Date:		County use:	
RECEIVING TANF PROGRAM		TIME LIMITS			
		NAME:		NAME:	
DISCONTINUANCE DATE FOR TRANSFER		NUMBER OF TANF MONTHS:		NUMBER OF TANF MONTHS:	
		NUMBER OF CalWORKs:		NUMBER OF CalWORKs:	
<input type="checkbox"/> CalWORKs: <input type="checkbox"/> MEDI-CAL <input type="checkbox"/> FOOD STAMPS		Case Type: <input type="checkbox"/> SINGLE PARENT <input type="checkbox"/> TWO PARENT (PWE established: _____) <input type="checkbox"/> RELATIVE CAREGIVER <input type="checkbox"/> Needy <input type="checkbox"/> Nonneedy <input type="checkbox"/> SSI PARENT <input type="checkbox"/> TEEN HEAD OF HOUSEHOLD <input type="checkbox"/> OTHER		TANF use:	
WELFARE TO WORK PLAN					
CASE INFORMATION		NAME _____ DATE SIGNED _____		DATE REFUSED TO SIGN _____	
		WELFARE TO-WORK COMPONENT:			
CASE NAME:		CASE NUMBER:		NAME _____ DATE SIGNED _____	
RECIPIENT ADDRESS		NUMBER/STREET		DATE REFUSED TO SIGN _____	
CITY		ZIP CODE		SUMMARY OF INCOME/PROPERTY	
RECIPIENT'S MAILING ADDRESS (IF DIFFERENT)		NAME		SOURCE	
RECIPIENT'S PHONE NUMBER		DATE MOVED		AMOUNT	
PAYEE'S NAME (IF DIFFERENT)		SSN		MONTH	
PAYEE'S RELATIONSHIP TO AIDED CHILD (REN)		<input type="checkbox"/> RESTRICTED ACCOUNT (S) BALANCE \$		\$ \$ \$	
PRIOR MONTH		GRANT AMOUNT		SANCTIONS/PENALTIES (Check all that apply for each person)	
CURRENT MONTH		GRANT AMOUNT			
HOMELESS ASSISTANCE RECEIVED? YES <u>DATE</u> NO: _____ Temporary Date: _____ Permanent Date: _____		NAME _____ START DATE _____ END DATE _____		CalWORKs IVP <input type="checkbox"/> 6 mo <input type="checkbox"/> 12 mo <input type="checkbox"/> 2 yr <input type="checkbox"/> 4yr <input type="checkbox"/> Perm	
DOCUMENTS SENT		<input type="checkbox"/> EXEMPTION <input type="checkbox"/> PREGNANCY VERIFICATION <input type="checkbox"/> TIME LIMIT NOTICE (COPY BOTH SIDES) <input type="checkbox"/> RESTRICTED ACCOUNT <input type="checkbox"/> DISABILITY VERIFICATION <input type="checkbox"/> OMFG EXEMPTION <input type="checkbox"/> OTHER _____ <input type="checkbox"/> Transfer PKG		Food Stamps IVP <input type="checkbox"/> 1yr <input type="checkbox"/> 2 yr <input type="checkbox"/> 10 yr <input type="checkbox"/> Perm	
		Welfare-to-work:		<input type="checkbox"/> School Attendance <input type="checkbox"/> Immun <input type="checkbox"/> CS sanct <input type="checkbox"/> CS 25% penalty	
Comment: _____ _____ _____		NAME _____ START DATE _____ END DATE _____		Welfare-to-work	
		CalWORKs IVP <input type="checkbox"/> 6 mo <input type="checkbox"/> 12 mo <input type="checkbox"/> 2 yr <input type="checkbox"/> 4yr <input type="checkbox"/> Perm		<input type="checkbox"/> School Attendance <input type="checkbox"/> Immun <input type="checkbox"/> CS sanct <input type="checkbox"/> CS 25% penalty	

WORKER NAME	WORKER NUMBER	PHONE NUMBER:	FAX:	DATE COMPLETED
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CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT ("Agreement") is made as of January 1, 2009 by and between The Federated Indians of Graton Rancheria and its Tribal TANF Program (hereinafter collectively referred to as "Tribal TANF Program"), having its established place of business at 6400 Redwood Dr. Suite 300, Rohnert Park, CA 94928, and the Sonoma County Human Services Department, "SonomaWORKS," having its established place of business at 2225 Challenger Way, Suite 101, Santa Rosa, California and 2550 Paulin Drive, Santa Rosa, California, mailing address: P.O. Box 1539 Santa Rosa, CA 95402-1539.

- A. The parties to this Agreement are developing a Memorandum of Understanding (MOU) to provide a comprehensive mechanism to facilitate the transfer/referral of Tribal Members between the Graton Tribal TANF program and SonomaWORKS. Prior to such an MOU, the Graton Tribal TANF program will need to acquire confidential information to provide TANF services to its clients and Tribal Members desiring to enroll in the FIGR TANF program. This Agreement is intended to ensure that information which may be shared between SonomaWORKS and the Tribal TANF program will be treated in the strictest confidence in accordance with all applicable laws and regulations including but not limited to California Welfare and Institutions Code section 10850 and 25 CFR 205.5 et seq.
- B. Each of the parties desires to receive such confidential information from the other for the limited purpose of: establishing eligibility for social service benefit programs, maintaining compliance with program restrictions, facilitating an effective case transition process, and achieving concrete workable outcomes for families choosing to participate in the Tribal TANF program who are not currently part of the SonomaWORKS program. Each party recognizes the importance of safeguarding such confidential information against unauthorized use or disclosure. In consideration of the disclosures made pursuant to this Agreement, the Tribe and the Sonoma County SonomaWORKS Program agree to disclose limited confidential information to each other under the following conditions:
1. Each party's confidential TANF participant information, no matter how supplied to the other party, shall be clearly designated as confidential information and shall be identified as being disclosed under this Agreement.
 2. As used in this Agreement, "confidential information" shall mean all information and documents used to establish initial and ongoing eligibility, including current Time on Aid, or that might otherwise identify a TANF recipient.
 3. Documents shall also include information obtained through participation in the Welfare to Work program, including, but not limited to career assessment, learning disability screening (with appropriate client approval), current work activity reports, and supportive services information.

4. Conversely, if the TANF participant desires to receive services from SonomaWORKS, choosing to terminate their services with the Graton Rancheria, the Tribe agrees to reciprocate the sharing of information as provided for in this Agreement.
- C. Each party further agrees to limit its use of any confidential information received from the other party for the sole purpose of providing appropriate services and determining eligibility for the TANF program, and for no other purpose.
 - D. Both parties agree to require its employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code and Division 19 of the California Department of Social Services Manual on Policy and Procedures, and with Human Services Department Administrative Manual, Section 1-4, Confidentiality, and 25 CFR 205.5 et seq. to ensure, among other things, that:
 - (a) All applications and records concerning any individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by that state from the federal government will be CONFIDENTIAL, and will not be open to examination for any purpose not directly connected with the administration of such public social services.
 - (b) No person will publish, disclose or use or permit or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient.
 - (c) All employees, agents and partners shall be informed that any person knowingly and intentionally violating the provisions of Section 10850 is guilty of a misdemeanor.
 - E. Each party agrees not to make any copies in whole or in part of confidential information for any purposes other than the purposes set forth in previous paragraphs.
 - F. The party receiving confidential information under this Agreement shall be held to the same standard of care in protecting such information as the receiving party normally employs to preserve and safeguard its own confidential information of similar kind.
 - G. This Agreement may not be changed or modified or released, discharged, abandoned, or otherwise terminated in whole or in part, except by an instrument in writing signed by a duly authorized person of each of the Tribe or SonomaWORKS.

H. By entering into this Agreement, each signatory represents that they have the authority to execute this Agreement on behalf of their governing bodies.

IN WITNESS WHEREOF, the parties hereby execute and enter into this Agreement with the intent to be bound thereby through their authorized representatives whose signatures are affixed below.

The Federated Indians of Graton Rancheria

By: _____ Date: _____

Title: _____

Sonoma County Human Services Department, "SonomaWORKS"

By: _____ Date: _____

Title: Division Director

TO MEMORANDUM OF AGREEMENT

GENERAL COUNCIL RESOLUTION

FEDERATED INDIANS OF GRATON RANCHERIA

RESOLUTION AUTHORIZING A LIMITED WAIVER OF THE TRIBE'S SOVEREIGN IMMUNITY IN FAVOR OF THE COUNTY OF SONOMA WITH RESPECT TO THE APPROVAL OF A MEMORANDUM OF UNDERSTANDING REGARDING OPERATION OF THE TRIBAL TANF PROGRAM OF SONOMA COUNTY

GENERAL COUNCIL RESOLUTION NO.: _____

DATE APPROVED: _____, 2009

WHEREAS: The Federated Indians of Graton Rancheria (the "Tribe") is a federally recognized Indian tribe organized pursuant to the Constitution of the Federated Indians of Graton Rancheria, approved by the Secretary of the Interior on December 23, 2002, (the "Constitution"); and

WHEREAS: Article III, Section 1 of the Constitution provides that the governing body of the Tribe is the Tribal Council; and

WHEREAS: Article VI, Section 1 provides the Tribal Council with the authority, on behalf of the Tribe, to negotiate and conclude agreements with local governments; and

WHEREAS: Article VI, Section 2 of the Constitution reserves to the General Council the power to waive the Tribe's sovereign immunity to unconsented suit; and

WHEREAS, The Tribe has received funding to operate a tribal TANF program serving Indian families in Marin and Sonoma Counties; and

WHEREAS, The Tribe and the Counties have agreed to cooperate in their respective administration of their respective TANF programs so as to maximize the benefits that TANF can provide to recipients and for other purposes; and

WHEREAS: The Tribe, with the assistance of counsel, has negotiated a comprehensive Memorandum of Understanding ("Agreement") with the County of Sonoma for purposes of clarifying the respective obligations of the Tribe and the County; and

WHEREAS: The Tribal Council has determined that it is in the best interests of the

Tribe to enter into the Agreement with the County that is legally binding and enforceable on both the Tribe and the County and has lawfully delegated to the General Council the ability to bind the Tribe to the Agreement; and

WHEREAS: The Tribal Council expects to negotiate an identical Memorandum of Understanding with the County of Marin; and

WHEREAS: The Tribal Council has requested that the General Council approve a limited waiver of the Tribe's sovereign immunity with regard to disputes specifically arising under the Agreement and to the full extent set forth in the Agreement, and to consent to both arbitration and/or State or Federal court jurisdiction as provided in the Agreement.

NOW, THEREFORE, BE IT RESOLVED THAT the General Council, as provided and to the full extent set forth in the Agreement, hereby expressly grants a limited waiver of the Tribe's sovereign immunity in favor of the County of Sonoma (but not as to any other person or entity) pertaining solely to disputes specifically related to or arising under the Agreement; and

BE IT FURTHER RESOLVED THAT the General Council hereby exercises its delegated authority to approve the Agreement, attached hereto as Exhibit A and incorporated herein by this reference, and to take such other steps as may be necessary to finalize and implement the Agreement; and

BE IT FURTHER RESOLVED THAT the Tribe, through the General Council in exercising its delegated authority, declares that upon execution of the Agreement, it shall be and become a valid and legal obligation of the Tribe; and

BE IT FURTHER RESOLVED THAT the General Council hereby authorizes Greg Sarris, the Chairperson of the Tribe, to execute and deliver the Agreement to the appropriate officials of the County in the name of and on behalf of the Tribe; and

BE IT FURTHER RESOLVED THAT the Tribe, through the General Council in exercising its delegated authority, hereby determines that no laws, ordinances, resolutions or other actions of the Tribe, Tribal Council, Board, or any of the agencies or instrumentalities of the Tribe, either written or established by custom or tradition, prohibit the General Council from approving the execution or delivery of the Agreement or undertaking any of the foregoing approved action; and

BE IT FURTHER RESOLVED THAT the General Council or Tribal Council shall not pass or adopt any resolutions or approve or allow any other action of the Tribe, or any of its officers, employees, agents, subdivisions, agencies or instrumentalities, or any nature that shall impair the contractual rights of any party under the Agreement or the obligations of the Tribe under the Agreement.

CERTIFICATION

We the undersigned do hereby certify that the foregoing resolution was duly adopted by the General Membership on the ____ day of _____, 200_, at a General Council meeting at which a quorum of the registered voters was present, by a vote of ____ for ____ opposed, and ____ abstaining, and that said Resolution has not been rescinded or amended in any way.

Chairman

ATTEST:

Secretary