

MEMORANDUM OF UNDERSTANDING
AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA TRIBAL
CHAIRMEN’S ASSOCIATION, INC.
AND
COUNTY OF SANTA BARBARA
FOR THE PROVISION OF
CALWORKS FAMILY ASSISTANCE AND SERVICES

PURPOSE

- A. This Memorandum of Understanding (MOU) is made between the Southern California Tribal Chairmen’s Association, Inc. (hereinafter referred to as SCTCA) and the County of Santa Barbara. This MOU will be administered by the County Department of Social Services (hereinafter referred to as DSS) to acknowledge responsibility to SCTCA for the provision of CalWORKs assistance payments and services to American Indian and Alaska Natives (AIAN) families who live on reservation lands and off-reservation Santa Barbara County areas.
- B. A consortium of Tribes, including, but not limited to the Santa Ynez Band of Mission Indians has authorized the Southern California Tribal Chairmen’s Association, by resolution, to provide AIAN a Tribal Temporary Assistance for Needy Families (TANF) family assistance program and to negotiate and execute this agreement.

COOPERATION

- A. Both parties affirm their commitment to cooperation and the sharing of resources to best serve AIAN families and to promote the stability, integrity, and security of Indian tribes.
- B. Both parties resolve to work closely together to enhance job opportunities for AIAN families. Each party is committed to providing mutual assistance through the identification of problems and solutions.
- C. Both parties agree to meet as needed during the initial implementation of Tribal TANF and thereafter as determined by the parties. Both parties agree to hold additional meetings to discuss future revenues or grants that may become available to SCTCA, under State authorizations and appropriations.
- D. DSS agrees to extend any CalWORKs training class or other training relative to the provision of services or assistance to SCTCA.

- E. DSS also agrees to provide copies of its policies and procedures for family assistance and services to SCTCA.

EXCHANGE OF INFORMATION

- A. SCTCA agrees to identify the families to be transferred to its Tribal TANF family assistance program to avoid duplication.
- B. Thereafter, both parties agree to exchange information as necessary for the administration of family assistance programs or to administer other necessary services.
- C. SCTCA agrees to work with DSS in obtaining online access to CalWIN.

CONFIDENTIALITY

As provided by law, both parties shall maintain the confidentiality of such information as required under federal or state law.

Each party has legal obligation to protect confidential data and Protected Client Information (PCI) in its possession, especially data and information concerning health, mental health, criminal and public assistance records. This information includes, but is not limited to, client name, address, social security number, date of birth, driver's license number, identification number, or any other information that identifies the individual. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.

The parties to this MOU shall keep all confidential information exchanged between them in the strictest confidence, in accordance with all Federal and State laws and regulations.

FUNDING

- A. DSS agrees with SCTCA's determination of 183 families as the AIAN population served during Fiscal Year 1994. Based on this number, SCTCA is to be funded directly from federal and state sources for the provision of a Tribal TANF's family assistance program. Direct funding is to be addressed in a Memorandum of Agreement between SCTCA and the California Department of Social Services.
- B. Both parties agree to continue discussions regarding State Drug and Alcohol and Mental Health funding that may become available from California Department of Social Services to SCTCA for operational and service components.

SANCTIONS

Both parties agree that sanctions are not transferable from CalWORKs to Tribal TANF, or conversely. However, AIAN families determined ineligible or sanctioned for Tribal TANF may not be aided by DSS while continuing to live in the Santa Barbara County area.

NON-DUPLICATIONS OF ASSISTANCE

- A. SCTCA intends to obtain an acknowledgement from families participating in Tribal TANF that they may only be served by SCTCA.
- B. Both DSS and SCTCA agree to screen applicants to determine if they are to be served by SCTCA or DSS. DSS shall deny applicants subject to Tribal TANF and refer them to SCTCA for assistance. SCTCA shall deny applicants subject to CalWORKs and refer them to DSS for assistance.
- C. Both parties agree to check the status of applicants and recipients on the statewide Medi-Cal Eligibility Determination System (MEDS) in order to prevent duplication of payments or services.
- D. At any time after March 1, 2015, either party discovers that a AIAN family living in Santa Barbara County area received CalWORKs benefits from the County instead of Tribal TANF services, SCTCA will repay the County of Santa Barbara for all costs of services provided by the county within fifteen (15) days after the issuance of aid is discovered. Remittances are to be made to:

County of Santa Barbara
Department of Social Services
234 Camino del Remedio
Santa Barbara, CA 93110-1369
Attn: Fiscal Department

DISPUTES

If a dispute arises from this MOU involving the interpretation, implementation, or conflict of policy, the parties shall meet to resolve the problem within applicable tribal laws and practices and County and DSS governing policies, state and federal law. Both parties shall strive to ensure that any dispute will not disrupt the delivery of services or assistance payments to AIAN families.

TERMS OF AGREEMENT

- A. The term of this MOU shall continue until June 30, 2025 unless terminated by either party. The MOU shall be modified when necessary due to changes in tribal, federal, or state law that impacts the provisions of the MOU. Modifications or amendments must be in writing and signed by authorized representatives of SCTCA and DSS.

- B. This MOU may be terminated unilaterally by either party upon written notice 30 days in advance. Whenever possible, any party considering termination shall explore alternatives with the other party before taking such action.
- C. Prior to a termination, both parties will meet to insure there is no disruption or break in services or assistance to AIAN families.
- D. This MOU may be terminated immediately for cause, including, but not limited, to a loss or a reduction of funding or authority required for the delivery of services and assistance, or a change in law.
- E. The terms of this MOU are effective March 1, 2015. SCTCA shall serve new applicant AIAN families effective that date. DSS shall discontinue CalWORKs to AIAN families who are subject to transfer effective March 1, 2015. DSS shall provide such families with timely notification that they must apply for Tribal TANF with SCTCA for ongoing family assistance and services.

Agreed:

Denis Turner, Executive Director
Southern California Tribal Chairmen’s
Association, Inc.

Daniel Nielson, Director
County of Santa Barbara
Department of Social Services

Date

Date