

AGREEMENT BETWEEN NEVADA COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
AND  
THE WASHOE TRIBE OF NEVADA AND CALIFORNIA  
FOR  
TRIBAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)

**THIS AGREEMENT** hereinafter referred to as "Agreement" is made and entered by and between the COUNTY OF NEVADA Department of Social Services, hereinafter referred to as "DSS", and the WASHOE TRIBE OF NEVADA AND CALIFORNIA, hereinafter referred to as "TRIBE."

**WITNESSETH**

**WHEREAS**, in 2005, 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 DSS to the Tribe in accordance with the California Welfare and Institutions Code, Section 10553.25 as amended; and

**WHEREAS**, the DSS and the TRIBE desire to maintain a collaborative agreement in relation to the provision of TANF services to qualified Native Americans, and;

**WHEREAS**, the TRIBE desires to continue to provide a tribal family assistance program to be named the Washoe Native TANF Program (hereinafter referred to as "WNTP");

**NOW THEREFORE**, DSS and the TRIBE do hereby agree to the following provisions:

**I. PURPOSE**

The purpose of this non-financial Agreement is to outline DSS's and the TRIBE's responsibilities in administering the WNTP in Nevada County.

**II. DEFINITIONS**

- A. "TANF/California Work Opportunity and Responsibility to Kids (CalWORKs)" refers to the family assistance program administered by DSS.
- B. "Washoe Native TANF Program (WNTP)" refers to the tribal family assistance program administered by the Washoe Tribe of Nevada and California.

**III. TERM OF AGREEMENT**

- A. The term of this Agreement begins on the date of the last signature, after approval by the Chairman of the TRIBE, and ends June 30, 2029. unless terminated as provided herein.
- B. This Agreement may be terminated at any time without cause by either party upon giving a minimum of thirty (30) days prior written notice.
- C. Amendments to this Agreement may be made only upon the mutual written consent of the Tribe and the Director of Social Services or their designee.
- D. Written notice of termination or amendment pursuant to the Agreement shall be addressed as follows:

To DSS: Nevada County Department of Social Services  
950 Maidu Avenue  
Nevada City, CA 95959  
Attention: Rachel Pena, Director

To the Tribe: Washoe Tribe of Nevada and California  
919 Hwy. 395 South  
Gardnerville, NV 89410  
Attention: Serrell Smokey, Chairman

#### **IV. GENERAL PROVISIONS**

For qualified Native American Indian or Alaskan Native families residing in Nevada County who choose to receive Tribal TANF, the following general provisions are agreed to by DSS and TRIBE:

- A. WNTP will provide cash aid, and supportive services to assist clients with education and employment opportunities.
- B. DSS will provide CalFresh and Medi-Cal eligibility determination.
- C. To the extent authorized under Cal. Welfare & Institutions Code § 10850, TRIBE and DSS will exchange limited information as needed to determine eligibility for WNTP, CalWORKs, Medi-Cal or CalFresh.
  - 1. DSS and TRIBE agree to exchange Social Security numbers, dates of birth and other identification information as needed to prevent duplicate aid.
  - 2. TRIBE agrees to inform DSS in advance of any planned program changes (e.g., cost of living increases) to help ensure CalFresh and Medi-Cal Program integrity.
  - 3. TRIBE agrees to comply with all applicable Federal and State statutes related to confidentiality of clients served under this Agreement, including client records and client information.
- D. The federal 60-month time limit applies to WNTP while the State of California's 60-month time limit applies to DSS's CalWORKs program. Any month in which CalWORKs assistance is received counts towards the WNTP's 60-month clock; conversely, any month of WNTP assistance will count toward the CalWORKs 60-month state clock (should the individual transfer from one program to another).
- E. Qualified Indian families [Indian child, as defined in the WNTP Tribal Family Assistance Plan (TFAP), in household] can choose to receive services from WNTP or DSS's CalWORKs. Additionally, Indian families may transfer from one program to another. However, they shall not receive cash aid from both programs simultaneously.

- F. Previously imposed or current sanctions are not transferable from one program to another. DSS's CalWORKs sanctions will not be applied to families transitioning from CalWORKs to WNTF; conversely, WNTF sanctions will not be applied to families opting to receive CalWORKs from DSS. If however, a client chooses to transfer back to CalWORKs after transferring to WNTF, that client will transfer back to CalWORKs with his or her previous CalWORKs sanctions. The converse also applies if a client transfers from WNTF to CalWORKs and then back to WNTF.
- G. The WNTF Nevada County site and DSS field offices will each designate a liaison to resolve issues that arise in administering the program.
- H. TRIBE will investigate all WNTF cases in regard to fraud. DSS will investigate all CalWORKs cases in regard to fraud. Where a fraud investigation may involve cases of the other agency, the TRIBE and DSS staff will cooperate with each other to facilitate the investigation.

## **V. DSS RESPONSIBILITIES**

In addition to those responsibilities listed in Part IV, General Provisions, hereinabove, DSS shall be responsible for the following:

### **A. Approved CalWORKs Cases**

For qualified Native American Indian and Alaskan Native CalWORKs families who choose WNTF and sign an appropriate transfer agreement and consent form, DSS will:

1. Assure there is no break in aid or supportive services; discontinue CalWORKs, coordinating the termination with the effective date of WNTF approval.
2. Continue Medi-Cal and CalFresh benefits, re-computing CalFresh benefits, if necessary.
3. To the extent authorized under Cal. Welfare & Institutions Code § 10850, provide to WNTF field offices DSS records needed to determine eligibility for WNTF (e.g., Social Security Number, birth records, immunization records, school attendance records, proof of current income/property, child care records, employment services records and any other pertinent information).
4. Assist with verifying any prior receipt of TANF from any other program, which would count toward the 60-month Federal time clock.

### **B. CalWORKs Applicants**

1. At application, ask each applicant if his/her family is Native American Indian or Alaskan native, and if there is a child or children of Native American Indian or Alaskan native descent in the family.

2. Applicants self-declaring to be Native American Indians or Alaskan native who provide written documentation to support self-declaration and have an eligible Indian child in the household, offer the option of receiving WNTTP, and obtain the applicant's choice in writing.
3. For individuals choosing assistance from the WNTTP:
  - a. Process CalWORKs application per existing procedures; refer the applicant to the appropriate WNTTP field office.
  - b. If WNTTP is approved:
    - 1) Discontinue CalWORKs, coordinating the termination with the effective date of the WNTTP approval so there is no break in aid or supportive services;
    - 2) Continue Medi-Cal and CalFresh benefits, re-computing CalFresh benefits, if necessary.
    - 3) Transfer the CalFresh/Medi-Cal segment(s) to the appropriate centralized/regional office(s).
  - c. If WNTTP is denied, transfer case back to the DSS worker.
4. For individuals choosing CalWORKs - CalWORKs shall:
  - a. Contact appropriate WNTTP field offices to verify the individual is not currently receiving WNTTP; and determine any prior receipt of TANF from any Tribal TANF program, which would count toward the 60-month State time clock.
  - b. If eligible, approve aid. If ineligible, deny CalWORKs application, evaluating eligibility for non-assistance CalFresh and Medi-Cal.

## **VI. TRIBE RESPONSIBILITIES**

In addition to those responsibilities listed in Part IV, General Provisions, hereinabove, TRIBE shall be responsible for the following:

- A. To prevent duplicate aid, WNTTP shall contact DSS liaison to verify that applicants are not currently receiving CalWORKs cash assistance.
- B. TRIBE will provide staff to coordinate CalWORKs discontinuance/WNTTP approval dates, including coordination with DSS to assure that the effective date of WNTTP assistance allows time for ten-day notice of discontinuance of CalWORKs.
- C. If the applicant is not currently receiving CalFresh and/or Medi-Cal, WNTTP will refer applicant to outreach staff in the office or to the appropriate DSS office.

- D. Assist with verifying any prior receipt of TANF from any other program, which would count toward the 60-month Federal time clock, including sharing all necessary and relevant documents of those clients in furtherance of the verification process consistent with applicable law, regulation, and policies.

## **VII. CONFIDENTIALITY**

- A. Each party shall ensure that case record information is kept confidential 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.
- B. The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence in accordance with all federal laws and regulations.

## **VIII. FISCAL PROVISIONS**

- A. There is no compensation payable to either party in connection with this Agreement.
- B. TRIBE is to be funded directly from federal and state sources for the operation and provision of services of the WNTP.
- C. DSS shall incur no fiscal obligation, unless as otherwise provided for in this Agreement, for any assistance or services provided by the TRIBE, under the WNTP. The recovery or adjustment of any overpayment, underpayment or duplicative assistance will be the responsibility of the party issuing the erroneous payment.

## **IX. INSURANCE**

Each Party shall secure and maintain in full force and effect during the full term of this Agreement, including any renewals thereto, commercial general liability insurance or participation in a self-insurance program, including coverage for owned and non-owned automobiles and other insurance necessary to protect the public, with limits of liability of not less than \$1 million combined single limit bodily injury and property damage. Both parties shall obtain and maintain continuously Workers' Compensation insurance to cover them and their employees and

volunteers, as required by the State of California. Policies shall be written by carriers reasonably satisfactory to each party. On request, a certificate evidencing the insurance requirements of this paragraph shall be provided.

## **X. INDEPENDENT CAPACITY**

- A. It is understood that TRIBE and DSS are independent agencies and that no employer-employee relationship exists between the parties hereto.

- B. TRIBE assumes exclusively the responsibility for TRIBE's acts and the acts of TRIBE's employees, agents or subcontractors as they relate to the services to be provided during the course and scope of this Agreement.
- C. DSS assumes exclusively the responsibility for DSS's acts and the acts of DSS's employees, agents, or subcontractors as they relate to services to be provided during the course and scope of this Agreement.

#### **XI. ASSIGNMENT AND CONTRACTING**

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed by Tribe under this Agreement may not be transferred, subcontracted, or assigned without the prior written consent of DSS.

#### **XII. INDEMNIFICATION**

The TRIBE shall indemnify, defend and hold harmless the County of Nevada and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Tribe, except such loss or damage which was caused by the sole negligence or willful misconduct of DSS or its officers, officials, employees, agents and volunteers.

DSS shall indemnify, defend and hold harmless the TRIBE and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of DSS, except such loss or damage which was caused by the sole negligence or willful misconduct of the TRIBE or its officers, officials, employees, agents and volunteers.

#### **IX. 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 within applicable tribal laws and practices and DSS governing policies, state and federal law. To the extent possible, both parties shall ensure that any dispute will not disrupt the delivery of services or assistance payments to Indian families.

#### **X. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter herein, and all prior to contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. 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 DSS and TRIBE. No verbal commitment or conversation with any office,

agent, or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

**IN WITNESS HEREOF**, the parties hereto have executed this Agreement as of the day and year of the last signature.

COUNTY OF NEVADA

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Honorable Hardy Bullock, Chair, of the Board of Supervisors

By: \_\_\_\_\_

Attest: Clerk of the Board of Supervisors, or designee

Approved As to Form – County Counsel:

By: \_\_\_\_\_ Date: \_\_\_\_\_

WASHOE TRIBE OF NEVADA & CALIFORNIA

\_\_\_\_\_  
Serrell Smokey, Chairman  
Washoe Tribe of Nevada and California