

MEMORANDUM OF UNDERSTANDING

March 1, 2017 through June 30, 2017

Between

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

And

NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA

For

TRIBAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

MEMORANDUM OF UNDERSTANDING

(M.O.U.)

I. DECLARATION

This Agreement is entered into by and between the **MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES**, hereinafter referred to as MCDSS, and **NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA**, hereinafter referred to as "NFRMIC", for the purpose of transferring the provision of Temporary Assistance to Needy Families (TANF) services for eligible Native American Families to a tribal government.

II. PURPOSE

The purpose of this non-financial Agreement is to outline the responsibilities of MCDSS and NFRMIC in administering a Tribal TANF program in Monterey County.

III. BACKGROUND

- a. Contingent upon approval by the California Department of Social Services, hereinafter referred to as "CDSS", MCDSS will transfer the provision of TANF services to a tribal government, in accordance with Public Law 104-93, as amended; HHS approval Chapter 270; Statutes of 1997 (California Assembly Bill Number 1542), as amended; and the Welfare and Institutions Code, Section 10553.2, as amended.
- b. The NFRMIC intends to operate its own Tribal TANF program, hereinafter referred to as "Tribal TANF", in Monterey County and will serve eligible Native American families.
- c. The California Work Opportunity and Responsibility to Kids family assistance program administered by MCDSS is hereinafter referred to as "CalWORKs".
- d. NFRMIC is a federally recognized Indian tribe which operates the Tribal TANF program.
- e. MCDSS and NFRMIC desire a smooth transfer of the provision of such TANF services.
- f. In addition to determining the number of residents on aid, there will be continuous communication between MCDSS, CDSS, and NFRMIC throughout the course of this agreement.

IV. TERM OF AGREEMENT.

This Agreement shall commence on March 1, 2017 and remain in full force and effect through June 30, 2017. It will be automatically renewed for successive County fiscal year periods beginning July 1, 2017, unless terminated as provided herein. Amendments to this Agreement may be made only upon the mutual written consent of NFRMIC and County.

V. SCOPE OF SERVICES

For qualified Native American Indian families residing in Monterey County who choose to receive Tribal TANF, the following general provisions are agreed to by MCDSS and NFRMIC:

- a. NFRMIC will provide cash aid, employment assistance and supportive services.
- b. MCDSS will provide CalFresh and Medi-Cal services for those families who request stated services and meet specific program eligibility requirements. MCDSS will maintain the CalFresh and Medi-Cal cases as specified by their current policies and procedures.
- c. Transition of cases between both programs will be performed in a manner mutually beneficial to both agencies and customers.
- d. All approved CalWORKs cases, up to the maximum served by Tribal TANF, will be transitioned within 120 days after approval by the Monterey County Board of Supervisors of the NFRMIC plan.
 1. Should the maximum service level be reached, MCDSS and NFRMIC will develop a contingency plan to address transitioning existing CalWORKs recipients, as well as CalWORKs applicants.
 2. The contingency plan will address waiting lists, priority for services, and other mutually agreed items. For any family on a waiting list for Tribal TANF services, MCDSS will provide cash aid, employment and supportive services.
- e. NFRMIC and MCDSS will exchange limited information as needed to determine and maintain eligibility for Tribal TANF, CalWORKs, Medi-Cal, and CalFresh.
 1. MCDSS and NFRMIC agree to exchange information including Social Security Numbers, as needed, to prevent duplicate aid.
 2. NFRMIC agrees to inform MCDSS in advance of any planned program changes (e.g. cost of living increases) to help ensure CalFresh and Medi-Cal Program integrity.
- f. The federal TANF 60-month time limit applies to both programs. Any month in which CalWORKs assistance is received counts towards the Tribal TANF 60-month clock; conversely, any month of Tribal TANF would count towards the CalWORKs 60-month federal and State clock (should the individual transfer from one program to another).
- g. Qualified Native American Indian families can choose to receive Tribal TANF or CalWORKs. However, they cannot receive cash aid from both programs simultaneously.
- h. Previously imposed or current sanctions are not transferrable from one program to another. CalWORKs sanctions shall not be applied to families transitioning from CalWORKs to Tribal TANF; conversely, Tribal TANF sanctions will not be applied to families opting to receive CalWORKs.
- i. All Tribal TANF and MCDSS field offices will have Tribal TANF liaisons to resolve issues that arise in administering the program.
- j. Both agencies will allow reciprocal outreach programs. MCDSS staff may conduct CalFresh and Medi-Cal outreach activities in the Tribal TANF office; conversely, NFRMIC staff may conduct Tribal TANF outreach in MCDSS offices.

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MEMORANDUM OF UNDERSTANDING

DEPARTMENT OF SOCIAL SERVICES & NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA

03/01/17-06/30/17

1. NFRMIC-Provided Items and Space- NFRMIC will provide the following items for use by MCDSS staff to conduct outreach activities utilizing NFRMIC space at the NFRMIC site:
 - i. Items:
 - (a) Table and chair in designated outreach area.
 - (b) Access to NFRMIC telephone, fax, copy machine and internet access where available.
2. MCDSS-Provided Items and Space- MCDSS will provide the following items for use by NFRMIC staff to conduct outreach activities utilizing MCDSS space.
 - i. Items:
 - (a) Table and chair in designated outreach area.
 - (b) Access to NFRMIC telephone, fax, copy machine and internet access where available.
- k. MCDSS will be responsible for fraud investigations on all CalWORKs cases.
- l. NFRMIC will be responsible for fraud investigations on all Tribal TANF cases.

VI. MCDSS RESPONSIBILITIES.

In addition to those responsibilities listed above in Section 4 entitled "Scope of Services", MCDSS shall be responsible for the following:

- a. Approved CalWORKs Cases.
 1. Conduct a special mailing to CalWORKs families that have self-identified that they are Native American Indians and, if so, offering the option to receive Tribal TANF. Individuals will be required to provide proof of their Native American Indian status.
 2. For qualified Native American Indian CalWORKs families who choose Tribal TANF and sign an appropriate transfer agreement and consent form:
 - i. Discontinue CalWORKs, coordinating the termination with the effective date of Tribal TANF approval, to assure there is no break in aid or supportive services.
 - ii. Continue Medi-Cal and CalFresh benefits, recalculating CalFresh benefit level, if necessary.
 - iii. Stop all employment and supportive services and other direct assistance or services funded by the CalWORKs Single Allocation and CalWORKs Mental Health and Substance Abuse Allocation.
 - iv. Provide (to Tribal field offices) MCDSS records needed to determine eligibility to Tribal TANF (e.g. Social Security Number, birth records, immunization records, school attendance records, proof of Unemployment application/denial, proof of current income/property, child care records, employment services records, and any other pertinent information).
 - v. Transfer the MCDSS CalFresh/Medi-Cal programs to the appropriate district office.

- vi. Process a Verification of Aid (VOA) form received from the NFRMIC within five (5) working days.

b. CalWORKs Applicants.

1. At application, staff will ask each applicant if his/her family is Native American Indian, or if there is a child/children of Native American Indian origin in the family and if they can provide written documentation.
2. For applicants who indicate that they can provide written documentation to support self-declaration; the worker will provide the family with written information about Tribal TANF as provided by NFRMIC and obtain the applicant's choice in writing on the designated form.
3. For individuals choosing Tribal TANF:
 - i. Process CalWORKs application per existing regulations and procedures and refer the applicant to the NFRMIC office, and:
 - ii. If CalWORKs is approved, transfer the case to designated worker pending outcome of Tribal TANF; or
 - iii. If CalWORKs is denied, notify the Tribal TANF contact about the denial.
4. If Tribal TANF is approved:
 - i. Discontinue CalWORKs, coordinating the termination with the effective date of the Tribal TANF approval so there is no break in aid or supportive services;
 - ii. Continue Med-Cal and CalFresh benefits, recalculating CalFresh benefit level, if necessary;
 - iii. Transfer the CalFresh/Medi-Cal program(s) to the appropriate district office(s) following existing MCDSS procedures.
5. If Tribal TANF is denied:
 - i. Transfer the case to Monterey County worker following existing MCDSS procedures.
6. For Native American Indians choosing CalWORKs in Monterey County:
 - i. Contact Tribal TANF office to:
 - (a) Verify the individual is not currently receiving NFRMIC Tribal TANF; and
 - (b) Determine any prior receipt of Tribal TANF (which would count toward 60-month Federal and State time clock).

VII. NORTH FORK RANCHERIA OF MONO INDIANS RESPONSIBILITIES.

In addition to those responsibilities listed above in Section 4 entitled "Scope of Services", NFRMIC shall be responsible for the following:

- a. During the transition period, NFRMIC will provide staff at MCDSS's district office(s) to validate Tribal membership, coordinate CalWORKs discontinuance/Tribal TANF approval dates, and liaison with MCDSS.
- b. The NFRMIC will provide a Tribal TANF report monthly, no later than the fifteenth (15th) of each month, to avoid potential over-issuances to our mutual customers. If

the fifteenth (15th) falls on a Saturday or Sunday, the report will be due the following working day.

New Tribal TANF Applicants. For all applicants:

1. To prevent duplicate aid, determine if CalWORKs is currently being received. If so, request MCDSS to discontinue aid. If not, determine if any time on CalWORKs which would count toward the Tribal TANF 60-month clock.
 2. If the applicant is not currently receiving CalFresh and Medi-Cal, refer him/her to outreach staff in the office or to the appropriate MCDSS office.
 3. Applicants can request CalFresh and/or Medi-Cal benefits in the following manner; C4Yourself website (www.c4yourself.com); or requesting a manual or mail-in application in any MCDSS lobby.
- c. Liaison contact between NFRMIC and MCDSS may be accomplished via phone, fax, or secure e-mail, if mutually beneficial to and agreed upon by both parties.

VIII. INDEMNIFICATION

Each party shall indemnify, defend, and hold harmless of the other party, its officers, board members, agents, employees, volunteers, and authorized representatives from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, claims, liens, causes of action, judgements, expenses, damages to property and injuries to or death of persons) occurring or resulting to any and all persons, firms, or corporations to the extent such claims, liabilities, and losses arise out of or are connected to the indemnifying party's action or inaction related to this Agreement.

IX. INSURANCE PROVISIONS

Insurance Coverage Requirements: Without limiting the duty to indemnify, all parties shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

- a. **Commercial General Liability**, including but not limited to premises, personal injuries, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and
- b. **Commercial Automobile Liability** covering all motor vehicles, including owned, leased, non-owned and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00 (one million dollars) per occurrence; and
- c. **Worker's Compensation Insurance:** Each of the parties shall maintain Worker's Compensation Insurance in accordance with the California Labor Code Section 3700, and with a minimum of \$1,000,000.00 (one million dollars) per occurrence.

General Insurance Requirements: All insurance required by this Agreement shall be with a company acceptable of all parties and authorized by law to transact insurance business in the State of California. Unless otherwise specified in this Agreement, all

such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such a policy with the coverage required herein shall continue in effect for a period of three (3) years following the date the party completes its performance of services under this Agreement. Each party shall provide identical coverage for each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance showing each subcontractor has identical insurance coverage.

In the event any party in this Agreement is lawfully self-insured in any or all of the required insurance areas as referenced above, a letter certifying those areas of coverage and in the minimum amounts as set forth in this Agreement, shall be furnished to the other parties prior to the execution of this Agreement.

Cancellation of Insurance: Each liability policy shall provide that all parties will be given notice in writing at least thirty (30) days in advance of any change, cancellation, or non-renewal thereof. The parties shall immediately obtain replacement coverage for any insurance policy that is terminated, cancelled, non-renewed, or whose policy limits have been exhausted, or upon insolvency of the insurer that issued the policy.

X. CONFIDENTIALITY.

Each party, its officers, employees, agents, and subcontractors shall comply with the Welfare and Institutions Code, Section 10850, 45 CFR Sec. 205.50, and all other applicable provisions of State and Federal law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by the W&I Code Sec. 10850 or by CFR Sec. 205.50, confidential medical or personnel records and the identities of customers and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by either party from access to such records, and from contact with its customers and complainants, shall be used by either parties only in connection with its conduct of the program under this Agreement. Either party shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of either party shall remain confidential and may be disclosed only as permitted by law.

Maintenance and Availability of Records: Each party shall prepare and maintain all reports and records that may be required by federal, state, or County laws, rules, policies and regulations, and shall furnish such reports and records to the other party, and to the state and federal governments as required, or upon request by the other party.

Retention of Records: Each party shall maintain and preserve all records related to this Agreement (and shall assure the maintenance of such records in the possession of any third party performing work related to this Agreement) for a minimum of five (5)

years from the date of final payment under this Agreement. Such records shall be retained beyond the five-year period until any pending litigation, claim, negotiation, audit exception, or other action involving this Agreement is resolved.

XI. FISCAL PROVISIONS.

- a. NFRMIC is to be funded directly from federal and state sources for the provision of Tribal TANF Family Assistance Program, employment assistance services and supportive services.
- b. MCDSS shall incur no fiscal obligation, unless as otherwise provided for in this agreement, for any assistance or services under the 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.
- c. This agreement is contingent upon the availability of funds from which payment will be made.

XII. INDEPENDENT CAPACITY.

- a. It is understood that NFRMIC and MCDSS are independent agencies and that no employer-employee relationship exists between the parties hereto.
- b. NFRMIC assumes exclusively the responsibility of NFRMIC's acts, and the acts of NFRMIC's employees, agents, or subcontractors as they relate to the services to be provided during the course and scope of this agreement.
- c. MCDSS assumes exclusively the responsibility for MCDSS's acts, the acts of MCDSS's employees, agents, or subcontractors as they relate to services to be provided during the course and scope of this agreement.

XIII. DISPUTES.

If a dispute arises from this Agreement involving interpretation, implementation, or conflict of policy and procedures, the parties shall meet informally to attempt to resolve the problem before seeking resolution pursuant to 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.

XIV. 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 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 MCDSS and NFRMIC. No verbal commitment or conversation with any officer, agent, or employee or either party shall affect or modify any of the terms and conditions of this Agreement.

XV. TERMINIATION: This Agreement may be terminated at any time without cause by either party upon giving at least thirty (30) days prior written notice. Receipt of such notice by either party shall begin the 30-day period required for termination.

XVI. EXHIBITS

Exhibit A – HIPPA Business Associate Agreement
Exhibit B – Child Abuse & Neglect Reporting Certification
Exhibit C – Elder/Dependent Adult Abuse & Neglect Reporting Certification

XVII. NOTICE

Notices to the parties in connection with this Agreement shall be given personally or by regular mail, addressed as follows:

MCDSS

Monterey County Department of Social Services
ATTENTION: Elliott Robinson, Director
1488 Schilling Place
Salinas, CA 93901

North Fork Rancheria of Mono Indians of California

North Fork Rancheria Tribal TANF
ATTENTION: David Falls, Director
1225 N. Willow, Suite #130
Clovis, CA 93619

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

MONTEREY COUNTY SOCIAL SERVICES

NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA

(signature)

Gary W Walker
(signature)

(print name and title)

GARY W WALKER
(print name) Tribal Chairperson

**Approved as to Legal Form:
COUNTY COUNSEL**

CLB
3-13-17

Reviewed as to fiscal provisions

[Signature]
Auditor-Controller
County of Monterey 3-13-17

EXHIBIT A

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, NFRMIC and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby NFRMIC will provide certain services to COUNTY ; and

WHEREAS, NFRMIC may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, NFRMIC agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

NFRMIC acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to NFRMIC or is created or received by NFRMIC on COUNTY’s behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

- (a) NFRMIC agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible NFRMIC will return or destroy all Protected Health Information received from or created or received by NFRMIC on behalf of COUNTY that NFRMIC still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, NFRMIC will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by NFRMIC on behalf of COUNTY, agrees to the same restrictions and conditions that apply to NFRMIC with respect to such information. In addition, NFRMIC agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause NFRMIC to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, NFRMIC may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of NFRMIC or to carry out the legal responsibilities of NFRMIC, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) NFRMIC obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies NFRMIC of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by NFRMIC for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by NFRMIC with the protected health information received by NFRMIC in its capacity as NFRMIC of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

EXHIBIT A

- (c) NFRMIC will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit NFRMIC's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. NFRMIC shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, NFRMIC agrees to mitigate, to the extent practicable, any harmful effect that is known to NFRMIC of a use or disclosure of Protected Health Information by NFRMIC in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

NFRMIC agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. NFRMIC agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, NFRMIC agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that NFRMIC has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that NFRMIC will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to NFRMIC of such belief within a reasonable time after forming such belief, and NFRMIC fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of NFRMIC under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind NFRMIC, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which NFRMIC provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and

EXHIBIT A

the Agreement are intended to establish the minimum requirements regarding NFRMIC's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA

By: Greg W Walker

Title: Chairman

Date: March 2, 2017

EXHIBIT B

**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA

NFRMIC hereby acknowledges that this contract for services will bring NFRMIC in contact with children, and that NFRMIC has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). NFRMIC further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

NFRMIC further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.



Authorized Signature

March 2-2017
Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

**ELDER/DEPENDENT ADULT
ABUSE & NEGLECT REPORTING
CERTIFICATION**

NORTH FORK RANCHERIA OF MONO INDIANS OF CALIFORNIA

NFRMIC hereby acknowledges that this contract for services will bring NFRMIC in contact with dependent adults or elders, and that NFRMIC has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). NFRMIC certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.


Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf>

NFRMIC further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf>



Authorized Signature



Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **1 (800) 510-2020**

To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

**WELFARE AND INSTITUTIONS CODE
SECTION 15659**

15659.

(a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.

(b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).

(c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.

(d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.

(e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.

(f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.