

April XX, 2023

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES

EXECUTIVE SUMMARY

This All Tribal Letter is to notify Federally Recognized Tribes in California or Tribes with lands that extend into California of the \$7.5 million noncompetitive Tribal Set-Aside Funds available for Tribes, consortia of Tribes, or Tribal Organizations that elect to participate in the Excellence in Family Finding, Engagement, and Support Program (EFFES Program), and associated Program requirements.



KIM JOHNSON
DIRECTOR

CALIFORNIA HEALTH & HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

April XX, 2023

LETTER TO ALL TRIBAL LEADERS IN CALIFORNIA

TO: ALL FEDERALLY RECOGNIZED TRIBES IN CALIFORNIA,
TRIBAL ORGANIZATIONS, AND TRIBAL CONSORTIA

SUBJECT: THE EXCELLENCE IN FAMILY FINDING, ENGAGEMENT, AND
SUPPORT PROGRAM ONE-TIME FUNDING FOR
PARTICIPATING TRIBES AND THE CENTER FOR EXCELLENCE
IN FAMILY FINDING, ENGAGEMENT, AND SUPPORT

REFERENCES: [ASSEMBLY BILL \(AB\) 207 \(CHAPTER 573, STATUTES OF 2022\),
CHAPTER 5.6 \(COMMENCING WITH SECTION 16546\) PART 4
OF DIVISION 9 OF THE WELFARE AND INSTITUTIONS CODE
\(WIC\); AB 179 \(CHAPTER 249, STATUTES OF 2022\), SECTION
148, PROVISION 23 \(BUDGET ACT OF 2022\); WIC SECTION
10553.1; INDIAN CHILD WELFARE ACT OF 1978 \(25 U.S.C. SEC.
1901 ET SEQ.\)](#)

The purpose of this letter is to notify Federally Recognized Tribes in California or Tribes with lands that extend into California (hereafter, "Tribes") of the \$7.5 million noncompetitive Tribal Set-Aside Funds available for Tribes, consortia of Tribes, or Tribal organizations that elect to participate (hereafter, "participating Tribes") in the Excellence in Family Finding, Engagement, and Support Program (EFFES Program) and the provisions available to support implementation through the establishment of the Center for Excellence in Family Finding, Engagement, and Support (CFE).

Through this letter, the California Department of Social Services (CDSS) seeks interested Tribes, consortia of Tribes, or Tribal Organizations to enter into an agreement with CDSS to participate in this Program. This letter also provides an overview of key requirements for interested Tribes, consortia of Tribes, or Tribal Organizations to participate in this Program. The CDSS will provide technical assistance to Tribes, consortia of Tribes, or Tribal organizations who are interested in accessing this funding. Tribes, consortia of Tribes, or Tribal organizations are strongly encouraged to contact CDSS at centerforexcellence@dss.ca.gov with technical assistance requests for any

aspect of the Program. *This technical assistance can include assistance with understanding funding requirements while Tribes, consortia of Tribes, or Tribal organizations are deciding whether to request funding.*

The contents of this letter are outlined below.

- Main body of letter: Program Background and Overview of Program Participation Requirements and Information on the Center for Excellence in Family Finding, Engagement, and Support
- Attachment I: Base Memorandum of Understanding (MOU)
- Attachment II: EFFES Program Exhibit

I. PROGRAM BACKGROUND AND OVERVIEW OF PROGRAM PARTICIPATION REQUIREMENTS

Research shows that children placed with their relatives and extended family members have greater placement stability, fewer emotional and behavioral problems, and more connections to their biological families and social-cultural communities, and in the case of Indian children, their Tribes. The Budget Act of 2022 ([AB 179](#), Chapter 249, Statutes of 2022) appropriated \$150 million for County Welfare Departments, County Probation Departments, and participating Tribes for specialized permanency work, including culturally responsive, family-centered, and trauma-informed family finding and engagement services. Services must focus on establishing and maintaining permanent connections for foster children and nonminor dependents (NMDs) with their relatives and extended family members.

An additional \$750,000 in ongoing funding was allocated to create the Center for Excellence in Family Finding, Support, and Engagement to provide culturally appropriate training and technical assistance to county child welfare and probation departments, participating Tribes, and foster care providers to enhance their practices, policies, and efforts for family finding, support, and engagement.

The CDSS held Tribal consultation on December 9, 2022, and February 24, 2023, with Tribes in order to establish the allocation methodology and the criteria and procedures for program participation as outlined in this letter and the attached Program Exhibit.

A. Funding Information

The initial allocations from the \$7.5 million set-aside for participating Tribes will be based upon providing an equal allocation to all 109 potentially eligible Tribes and will be available to participating Tribes upon completion of all agreement requirements necessary to opt-in to the Program. The deadline to elect to participate in the Program is June 30, 2025. After June 30, 2025, allocations from those counties and tribes that did not opt in by June 30, 2025, will be allocated to counties and tribes that did opt in. The funding is available for encumbrance or expenditure until June 30, 2027.

Participating Tribes will receive individual allocation letters from CDSS. There is no funding match requirement for participating Tribes.

Tribes may partner with other tribal agencies, clinics, organizations, community partners, or service providers to implement all or portions of each program. The CDSS may also connect participating Tribes with each other to discuss their experiences with and recommendations for regional programs.

B. Agreement Requirements and Submission Information

The funds are available to Tribes, consortia of Tribes, or Tribal organizations who execute a Base MOU (Attachment I) and EFFES Program Exhibit (Attachment II) with CDSS in accordance with 25 U.S.C. 1919. Tribes that already have a Title IV-E agreement with CDSS pursuant to [WIC section 10553.1](#) will **not** be required to enter into the Base MOU but will still need to execute the EFFES Program Exhibit.

A Tribe can initiate the process by sending an email to centerforexcellence@dss.ca.gov stating they are interested in the EFFES Program. CDSS will provide an acknowledgement of the email and contact the Tribe within 10 business days to begin the process of executing the MOU and/or Exhibit. The deadline for executing the necessary Agreement(s) with CDSS to access EFFES Program funds is June 30, 2025. Participating Tribes must submit the Base MOU and Program Exhibit to centerforexcellence@dss.ca.gov or by mail at the following address:

California Department of Social Services
744 P Street, MS 8-17-030 Sacramento, CA 95814
ATTN: Staff Services Manager I, Youth and Caregiver Support Bureau, Family
Permanency and Support Services Branch, Children and Family Services Division

The CDSS will evaluate all base MOUs and Exhibits submitted by participating Tribes before the June 30, 2025, deadline. The CDSS will work with the appropriate representatives of the participating Tribes to finalize and sign the base MOU and/or Exhibit.

C. Allowable Uses of Funds

The EFFES program funding must be used for specialized permanency services and supports that augment existing funding. Funds may not supplant funds for existing family finding and engagement programs; however, Tribes may use funds to expand their existing programs. The CDSS will provide technical assistance to participating Tribes regarding the maintenance and availability of records for project funds as required by [WIC section 16547.5](#). The funded activities shall include any of the following activities described in [WIC Section 16546.5\(e\)](#):

- (1) Training of staff on family finding and engagement practices and models. For example, models for consideration may include, but are not limited to, Upfront

Family Finding, Alia Innovations, and Washington Catholic Charities, and other family finding and engagement practices and models as identified by Tribes.

- (2) Staffing and tools to identify, locate, and engage persons related to the child/NMD by blood or marriage, identification, and engagement of other family-like relationships, and in the case of an Indian child, to make active efforts to engage with the tribe to determine the child/NMD's extended family members, as defined in [WIC section 224.1](#).¹ This may include use of internet and social media tools, genograms, database searches, and other technological tools to support family finding. If a Tribe is planning on purchasing a technology tool to support family finding, this will require an Advance Planning Document (APD). If a Tribe is interested in funding for this use, CDSS will work with the Tribe to ensure the process meets state and federal requirements.
- (3) Outreach and engagement of the child and family team members and all other current and prior service providers, case managers, and other connections to the foster child/NMD, to identify and engage possible family and family-like connections.
- (4) Plan development and case management for the child/NMD, family, and family-like connections to identify and address any barriers to establishing or reestablishing positive, loving, and supportive relationships. Participating Tribes shall engage children continuously in plan development, case planning, and services of importance to the child.
- (5) Implementation of model programs, strategies, or promising practices identified by CDSS in consultation with Tribes, County Welfare Directors Association, Chief Probation Officers of California, and child and youth advocacy organizations. The model programs, strategies, or promising practices include, but are not limited to, model programs, strategies, or promising practices that focus on up front family finding and engagement and that focus on family finding and engagement techniques to find permanent families and relationships for foster children who have been in out-of-home foster care for 24 months or longer, who are not living with a relative, for whom reunification is no longer in the case plan, and who have not been placed with a family who is in the process of adopting them or assuming guardianship over them.

A participating Tribe shall utilize family-finding workers who have experience or training in family-finding strategies and practices, which may include lived experience. Family-finding workers must be assigned to family-finding engagement responsibilities as their fulltime duties. A participating Tribe may elect to contract with a nonprofit community-based organization to provide the services described above.

¹ An Indian child's extended family members shall be as defined by the law or custom of the Indian child's tribe or, in the absence of such law or custom, shall be a person who has reached the age of eighteen and who is the Indian child's grandparent, aunt or uncle, brother or sister, brother-in-law or sister-in-law, niece or nephew, first or second cousin, or stepparent.

The CDSS encourages participating Tribes to design and implement programs in a manner that meets local community needs – including adapting programs to match tribal structure and culture where possible. Participating Tribes are not expected to have all program components fully developed upon execution of the agreement. The CDSS understands that Tribes, consortia of Tribes, and Tribal organizations may require a program planning period to sufficiently design and implement the program, as well as continued technical assistance to assist in program design and implementation.

D. Outcome Measures and Data Reporting Requirements

As required by [WIC section 16547](#), participating Tribes must track and report program outcome measures to CDSS. The CDSS will continue to work with participating Tribes to develop procedures for fulfilling the program data and outcome measure requirements. These data reporting requirements are outlined in the attached EFFES Program Exhibit (see Section III, Provision A, Item #4 in Attachment II).

II. INFORMATION ON THE CENTER FOR EXCELLENCE IN FAMILY FINDING, ENGAGEMENT, AND SUPPORT

The CDSS has contracted with University of California, Davis to launch the CFE to support efforts to keep children and youth connected to their biological and extended families. The CFE will provide multi-tiered, culturally appropriate training and technical assistance. This may include but is not limited to conducting evidence-based, organization-specific assessments of implementation activities, and strengthening trauma-informed practices and programs related to family finding and engagement.

The CFE will provide specialized trainings and technical assistance support to county welfare agencies, probation departments, participating Tribes, and foster care providers to enhance their practices, policies, and efforts for family finding, support, and engagement. The CFE will also provide training on how to engage children and young people in the family finding process. All trainings will utilize family finding and engagement and permanency subject matter experts. The training and technical assistance may include, but is not limited to, all the following:

- (1) Conducting evidence-based, organization-specific assessments of quantitative and qualitative data related to permanency outcomes and operations.
- (2) Strengthening trauma-informed permanency practices and programs.
- (3) Development and training of workforce, by role, regarding how to support permanency, family finding and engagement, and improvement of staff skills and practices.
- (4) Providing guidance and research on the latest high-fidelity, evidence-based permanency and family finding and engagement models and practices.

- (5) Peer-to-peer learning opportunities for counties, participating Tribes, and providers to share and leverage best practices for permanency and family finding and engagement program and practice development and sustainability.

The creation of the CFE and the services it will offer will be in alignment with the Integrated Core Practice Model (ICPM). The [ICPM Guide](#) can be found on the Department of Health Care Services website as well as outlined in [All County Information Notice I-21-18](#). The CDSS and UC Davis are intentionally using ICPM practice behaviors and State level behaviors to select CFE participants. The vision of the CFE is based on the values of the ICPM and include an emphasis on family driven and youth guided practices, community driven supports and culturally and linguistically competent trainings and technical support, all provided through a trauma aware lens. If you would like more information on ICPM please see the [CDSS ICPM Home Page](#).

Future Funding and Tribal Government Engagement

The CDSS seeks input on how to design future funding opportunities and invites tribal communities and organizations to reach out with feedback to centerforexcellence@dss.ca.gov.

The CDSS will continue to engage Tribes through both broader engagement and formal tribal consultation to further grow an effective partnership between CDSS and tribal communities and further refine program processes, including how to provide effective technical assistance, how to design future funding requests, and best practices for both tribal programs and CDSS in providing culturally responsive programming in tribal communities.

III. CONTACT INFORMATION

If you have any questions or need additional guidance regarding the information in this letter, contact the Resource Family Support & Permanency Branch at (916) 651-7394 or via e-mail at centerforexcellence@dss.ca.gov.

Sincerely,

Original Document Signed By

ANGIE SCHWARTZ
Deputy Director
Children and Family Services Division

Attachment I: Base MOU

MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND XXXXXX TRIBE

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into between the California Department of Social Services, hereinafter referred to as the “CDSS”, and the XXXXX Tribe, hereinafter referred to as the “Tribe.” The CDSS and the Tribe, together the “Parties”, are entering into this MOU pursuant to Welfare and Institutions Code (WIC) section 10553.1(a) or in accordance with 25 U.S.C. 1919, which provides that the Tribe and the CDSS may enter into agreements regarding the care and custody of Indian children including financial arrangements between the Tribe. The purpose of this MOU is to provide a simplified agreement, hereafter referred to as “MOU”, between the Tribe and the CDSS so that Tribes may begin the process to access State funds made available through Annual Budget Acts. This MOU, including any program-specific Exhibits, sets forth the terms for reimbursement of funds for the Tribe’s participation in the funding Programs, depending on the needs of the Tribe.

II. PARTIES’ RESPONSIBILITIES

A. Tribe’s Responsibilities

- A Tribe that elects to enter into this MOU shall implement all requirements in this MOU and any additional program funding requirements set forth in any attached Exhibit(s) to this MOU, and relevant state and/or federal laws and regulations.
- The Tribe shall assign employee of the Tribe to work with the CDSS program contacts and serve as a single point of contact regarding this MOU. The Tribe shall communicate any changes to that program contact in a timely manner or no later than 30 days after the program contact changes for any reason.

B. CDSS’ Responsibilities

- The CDSS shall assign a Project Representative to work with the Tribe and serve as a single point of contact regarding this MOU. The CDSS shall communicate any changes to that program contact in a timely manner or no later than 30 days after the program contact changes for any reason.
- The CDSS shall provide technical assistance for the purposes of this MOU.

III. DISPUTES

If a dispute arises in connection with this MOU involving the interpretation, implementation, or conflicts of laws, policies, and regulations, the Tribe and the CDSS will meet and attempt to resolve the problem in a manner that is allowable under tribal, federal, and state laws. If the parties cannot come to an agreement regarding the dispute, either party may seek dispute resolution. During the period of the dispute, the Tribe may continue to submit invoices.

IV. TERM

- A. Upon execution, this MOU shall become effective July 1, 2022, and remain in effect until terminated by either party.
- B. This MOU is subject to any additional restrictions, limitations, or conditions enacted by the federal government, California Legislature, initiative process, or a State Executive Order that may affect any provision(s) or term(s) of this MOU in any manner.
- C. The CDSS and the Tribe agree to notify each other in writing of changes in their respective statutes, codes, regulations, or ordinances that impact the provisions of this MOU. This notification shall occur within thirty (30) calendar days from the time the parties become aware of the change.

V. TERMINATION

- A. Either party may terminate this MOU by providing the other party with thirty (30) calendar days advance written notice. Receipt of such notice by either party shall begin the 30-day period required for termination. Allowable services rendered, costs, and expenses incurred prior to termination shall be reimbursable pursuant to this MOU.
- B. A termination notice from the CDSS shall be a letter from the CDSS and shall be delivered by registered mail to:

Tribe's contact/address information

- C. For purposes of this section, a termination notice from the Tribe shall be a letter from the Tribe and shall be delivered by registered mail to:

California Department of Social Services
744 P Street, MS 8-17-030 Sacramento, CA 95814
ATTN: [CDSS POINT OF CONTACT]

VI. LIABILITY

Each of the Parties to this MOU does hereby expressly waive all claims against the other Party for compensation for any loss, damage, personal injury, or death arising from the performance of or other actions under this MOU.

VII. SOVEREIGN IMMUNITY

Nothing in this MOU is, nor shall be deemed or considered, a waiver of the sovereign immunity of the Tribe, or any of its agencies, authorities, committees, commissions, boards, affiliates, entities, officials, or employees acting within their official or individual capacities, nor of its sovereign immunity, which can only be waived according to tribal law and custom by a clear, explicit, unequivocal and written Resolution duly adopted by the Tribal Council.

VIII. AUDIT

The Tribe agrees that the CDSS, the California Department of General Services, and the California State Auditor, or their designated representatives, shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this MOU and the associated program Exhibit(s). The Tribe agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Tribe agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Tribe agrees to include a similar right of the CDSS to audit records and interview staff in any subcontract related to performance of this MOU. (Gov. Code Section 8546.7, Pub. Contract Code Section 10115 et seq., CCR Title 2, Section 1896).

AGREED:

CALIFORNIA DEPARTMENT
OF SOCIAL SERVICES

XXXXX TRIBE

By: _____

By: _____

SHARON HOSHIYAYA
PRINTED NAME:
TITLE: Grants, MOUs,
and Child Care Direct Services Section

AUTHORIZED SIGNATURE
PRINTED NAME:
TITLE: XXXXXXXX

DATE: _____

DATE: _____

Attachment II: Excellence in Family Finding, Engagement, and Support Program Exhibit; Document C

I. PURPOSE

To memorialize the Tribe's participation in the Excellence in Family Finding, Engagement, and Support Program funding opportunity, established pursuant to the Budget Act of 2022 ([Assembly Bill \(AB\) 179, Section 148, Provision 23](#), Chapter 249, Statutes of 2022) and [AB 207](#) (Chapter 573, Statutes of 2022), codifying Chapter 5.6 of Part 4 of Division 9 of the Welfare and Institutions Code (WIC) [sections 16546-16549](#).

The Tribes with an existing Title IV-E Intergovernmental Agreement pursuant to [WIC section 10553.1](#) with the California Department of Social Services (CDSS) may access these Program Funds upon execution of this Exhibit and its associated requirements. The Title IV-E Agreement will act as the Base MOU for those Tribes.

II. EXCELLENCE IN FAMILY FINDING, ENGAGEMENT, AND SUPPORT PROGRAM BACKGROUND

Children placed with relatives and extended family members are shown to have greater placement stability, fewer emotional and behavioral problems, and more connections to their biological families and social-cultural communities, and in the case of Indian children, their Tribes. The California Legislature found and declared that dedicated and specialized efforts for family finding, engagement, and support are critical to promote the stability and security of Indian tribes and families, to comply with the Indian Child Welfare Act of 1978 (25 U.S.C. Sec. 1901 et seq.) and other applicable federal and state law, and to protect the best interests of the child (see WIC section 16546).

The [Budget Act of 2022](#) appropriated a total of \$150 million in one-time funding for specialized permanency work, including culturally responsive, family-centered, and trauma-informed family finding and engagement services, with a five percent set-aside for federally recognized Tribes in California (hereafter, "Tribes"), consortia of Tribes, or Tribal Organizations that have or will enter into a state agreement pursuant to WIC Section 10553.1 or in accordance with 25 U.S.C. 1919.

In consultation with Tribes pursuant to the CDSS Tribal Consultation Policy, consistent with statutory requirements, the Department has established the allocation methodology and criteria for program participation for participating Tribes that elect to access this funding. There shall be no tribal share of cost for this program.

III. PARTIES RESPONSIBILITIES

A. Tribe's Responsibilities

1. The Tribe shall utilize the Excellence in Family Finding, Engagement, and Support Program funding pursuant to the guidance provided in the forthcoming Excellence in Family Finding, Engagement, and Support Program All Tribal Leader Letter, the Base Memorandum of Understanding (MOU), and this agreement (hereafter "Exhibit").
2. To access Excellence in Family Finding, Engagement, and Support Program funding, the Tribe shall, with cooperation from CDSS, execute the base MOU and Exhibit on or before the opt-in deadline of June 30, 2025.
3. The Tribe shall use the funds to provide specialized permanency work, including culturally responsive, family-centered, and trauma-informed family finding and engagement services, as specified in WIC section 16546.5(e). Funds may not supplant funds for existing family finding and engagement programs; however, Tribes may use funds to expand or supplement their existing programs. The CDSS will provide technical assistance to participating Tribes regarding the maintenance and availability of records for project funds as required by [WIC section 16547.5](#).
4. The Tribe shall use the funds for services focused on establishing and maintaining permanent connections for foster children/non minor dependents (NMDs).
5. The Tribe shall complete the attached Budget Plan form, reflecting how the Tribe plans to use their allocation for activities that include any or all of the following as required by [WIC section 16546.5\(e\)](#):
 - a. Training of staff on family finding and engagement practices and models.
 - b. Staffing and tools to identify, locate, and engage persons related to the child or NMD by blood or marriage, identification and engagement of other family-like relationships, and in the case of an Indian child, to make active efforts to engage with the tribe to determine the child's extended family members, as defined in WIC Section [224.1](#). This may include use of internet and social media tools, genograms, database searches, and other technological tools to support family finding.
 - c. Outreach and engagement of the child and family team members and all other current and prior service providers, case managers, and other connections to the foster child, to identify and engage possible family and family-like connections.
 - d. Plan development and case management for the child, family, and family-like connections to identify and address any barriers to establishing

- or reestablishing positive, loving, and supportive relationships. Counties and participating tribes shall engage children continuously in plan development, case planning, and services of importance to the child.
- e. Implementation of model programs, strategies, or promising practices identified by the department in consultation with tribes, the County Welfare Directors Association of California, the Chief Probation Officers of California, and child and youth advocacy organizations. The model programs, strategies, or promising practices include, but are not limited to, model programs, strategies, or promising practices that focus on up front family finding and engagement and that focus on family finding and engagement techniques to find permanent families and relationships for foster children who have been in out-of-home foster care for 24 months or longer, who are not living with a relative, for whom reunification is no longer in the case plan, and who have not been placed with a family who is in the process of adopting them or assuming guardianship over them.
6. Consistent with [WIC section 16547](#) and to the extent possible, the Tribe shall also track data and report outcomes including:
- a. Changes in the percentage of children initially or subsequently placed with a relative or nonrelative extended family member.
 - b. Changes in the percentage of children placed in a family setting.
 - c. Changes in placement stability experienced by children in out-of-home care.
 - d. Changes in length of time to permanency for children in out-of-home care through reunification, guardianship, or adoption.
 - e. Changes in racial disproportionality of children who experience placements in congregate care.
 - f. Changes in racial disproportionality of children who experience placement disruption.
 - g. Changes in the percentage of children placed with relatives or nonrelative extended family members after having been in out-of-home foster care for 24 months or longer in a nonrelative placement and subsequently been subject to family finding and engagement.
 - h. Increases in the percentage of tribal children initially or subsequently placed in a tribally approved home or the home designated by the tribe.
 - i. Increases in the percentage of natural supports attending child and family team meetings.
 - j. Increases in the percentage of tribal children placed in a tribally approved home or the home designated by the tribe.
 - k. Increases in placement stability experienced by children in a tribally approved homes or the home designated by the tribe.

B. CDSS Responsibilities

1. The CDSS shall designate a Project Representative to work with the Tribe and serve as a single point of contact regarding funding provided under this MOU.
2. The CDSS shall provide technical assistance for the purposes of this MOU.
3. The CDSS shall continue to engage with the Tribe to develop procedures for tracking and reporting the required program outcome measures.
4. The CDSS shall ensure the Tribe receives the Base MOU in a timely manner, allowing for sufficient time to review and sign the document in order to ensure the agreement can be executed. The CDSS shall also ensure the Tribe receives this Exhibit in a timely manner to ensure the Tribe is able to access funds.
5. The CDSS shall issue an allocation letter to the Tribe upon approval of the Tribe's letter of interest. If applicable, further reallocations or redistributions will be provided through allocation adjustment letters.

C. Project Representatives and Tribal Point of Contact

The CDSS Project Representatives and Tribal point(s) of contact during the term of this MOU shall be:

California Department of Social Services

744 P Street, MS 8-17-030 Sacramento, CA 95814

ATTN: Staff Services Manager I, Youth and Caregiver Support Bureau, Family Permanency and Support Services Branch, Children and Family Services Division
centerforexcellence@dss.ca.gov

Tribe's Program Contact

[TBD]

[TBD]

IV. FISCAL PROVISIONS

A. State General Fund Allocation

The CDSS agrees to provide the Tribe an allocation of State General Funds for costs associated with the Program(s) the Tribe agrees to access. All activities are eligible for Title IV-E federal financial participation, and federal funding rules must be followed.

B. State Budget Contingency Clause

It is mutually agreed that if the Annual Budget Act of the current year and/or any subsequent years covered under this Exhibit does not appropriate sufficient funds for the Program, this Exhibit shall be of no further force and effect. In this event, the CDSS shall have no liability to pay any funds to the Tribe or to furnish any other considerations under this Exhibit and the Tribe shall not be obligated to perform any duties related to

this Exhibit. Services rendered, and costs and expenses incurred prior to termination, shall be reimbursable pursuant to this Exhibit.

If state or federal changes alter the budget for the CDSS, modifications may be implemented with the Tribe. Furthermore, this Exhibit may be subject to any additional restrictions, limitations, or conditions enacted by the legislature, state, or federal, which may affect the provisions, terms, or funding of this Exhibit.

C. Funding

The amount allocated to the Tribe in accordance with State law is the maximum amount payable under each exhibit in this MOU. The CDSS will notify the Tribe of the methodology for additional funding, if any, and provide at least thirty (30) days for the tribe to respond pursuant to the Tribal Consultation Policy.

D. Allocations, Advances, and Retroactive Payment

1. Allocations

The CDSS shall allocate funds to the Tribe subsequent to the passage of the Annual Budget Act, and after the beginning of each fiscal year (FY) if further appropriations are made by the Legislature and Governor in future Budget Acts for the purpose of this Program. The maximum amount payable to the Tribe shall not exceed the amount allocated in the allocation letter issued by the CDSS. The Tribe agrees to spend the funds issued by the CDSS only during the time period for which they are designated, pursuant to the Annual Budget Act.

2. Advances

Upon execution of this Exhibit, the Tribe may request quarterly advancements of the Tribe's allocation, not to exceed the quarterly allocated amount, or no more than 25 percent State Funds of the total allocation provided to the Tribe in the allocation letter per quarter. All advances will be offset against the remaining allocation. No additional advances will be paid until the actual expenditures for the previous quarter's advances have been invoiced and approved by CDSS. The Tribe shall fully liquidate the previous advances prior to CDSS issuing additional advancements. The Tribe shall request advance payment by checking the box below.

☐ The Tribe would like to request an advance of ___ percent of the Tribe's allocation.

3. Retroactive Invoicing & Payments

Upon execution of this MOU, the Tribe may bill back to expenses incurred at the start of the fiscal year to the execution date of this MOU. The Tribe shall maintain an accounting of all prior expenditures in order to invoice retroactively.

E. Reimbursements, Submissions, and Payment Timeframe

Tribes shall submit invoices quarterly. The Tribe will ensure compliance with general accounting principles and appropriate invoicing or claiming of costs in the administration of the Excellence in Family Finding, Engagement, and Support Program. Additionally, the invoicing or claiming of funds is done on a cash basis, meaning that CDSS will reimburse the Tribe for eligible expenditures incurred and paid by the Tribe during the State FY in which costs were incurred.

1. Invoice Reimbursements

Reimbursement invoices shall be submitted electronically for the most expedient and efficient processing to: centerforexcellence@dss.ca.gov. Alternatively, reimbursement invoices may be submitted by United States Postal Service to:

California Department of Social Services
744 P Street, MS 8-17-030 Sacramento, CA 95814
ATTN: Staff Services Manager I, Youth and Caregiver Support Bureau, Family
Permanency and Support Services Branch, Children and Family Services Division

2. Invoice Submissions

Prior to June 1, 2027, invoices shall be submitted no less than quarterly. Invoices are due within thirty (30) calendar days after the end of the FY in which the expenses were incurred. Unless further appropriations are made by the California Legislature for the purposes of this Program, final invoices shall be submitted no later than June 1, 2027. Quarterly invoices are due within thirty (30) calendar days after the end of the quarter in which the expenses were incurred (except for the final invoice, which must be received by CDSS no later than June 1, 2027) as specified in the dates in Table 1, below:

Table 1

Quarterly Dates	Submit invoices by
July 1 – September 30	October 30
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 30

The request for reimbursement shall include the MOU Number (i.e., MOU-XX-XXXX). Any reimbursement claim submitted without the above-referenced information may be returned to the Tribe for further processing.

3. Invoice Payment Timeframe

The CDSS shall remit invoice payments, inclusive of any adjustments, to:

[Tribe to remit information]

Payment of properly submitted undisputed invoices pursuant to the terms and conditions of this MOU shall be made within forty-five (45) days of the CDSS' receipt of the reimbursement requests.

F. Title IV-E Agreement Tribes: Administrative Claims

For those Tribes who have an existing Title IV-E Agreement in place and wish to utilize the Tribal Administrative Claims process for reimbursement, please contact the CDSS for claiming instructions. Use of the Tribal Administration Claims process is discretionary; a Tribe with a Title IV-E Agreement in place may still choose to use the invoicing process described above instead.

V. **TERM**

This Exhibit may be extended upon further appropriations made by the California Legislature for the purposes of this Program thereafter.

AGREED:

CALIFORNIA DEPARTMENT XXXXX TRIBE
OF SOCIAL SERVICES

By: _____ By: _____
SHARON HOSHIYAYA AUTHORIZED SIGNATURE

PRINTED NAME: XXXXXX PRINTED NAME:
TITLE: Contracts & Purchasing Bureau Chief TITLE: XXXXXXXXX

DATE:_____ DATE:_____

Budget Plan for Excellence in Family Finding Engagement and Supports (EFFES) Program

BUDGET SUMMARY

	Initial Allocation Budget	Allocation Adjustment Budget
Allowable Costs		
Staff training costs on family finding engagement practices and models	\$	\$
Staffing and tools to identify, locate, and engage persons related to the child	\$	\$
Outreach and engagement of the child and family team members and all other current and prior service providers, case managers, and other connections to the foster child	\$	\$
Case management and plan development for the child, family, and family like connections	\$	\$
Implementation costs of model programs, strategies, or promising practices identified by the department in consultation with tribes, county partners, and other stakeholders.	\$	\$
Summary of Expenses		
Subtotal Staffing Costs	\$	\$
Subtotal Other Activities	\$	\$
TOTAL EXPENSES	\$	\$