RESOLUTION
Spokane Tribal Resolution 2003 - 218

TANF OPERATING AGREEMENT
WITH REGION ONE

WHEREAS, the Spokane Tribal Council is the duly constituted governing body of the Spokane Tribe by authority of the Constitution of the Spokane Tribe; and

WHEREAS, under the Constitution of the Tribe, the Spokane Tribal Council is charged with the duty of protecting the health, security and general welfare of the Spokane Tribe and all reservation residents; and

WHEREAS, The Spokane Tribal Council approves the Spokane Tribal Operating Agreement between the Spokane Tribe of Indians of the Spokane Reservation Tribal TANF Program and the Spokane Valley Tri-County Community Services Offices.

WHEREAS, the purposes of this operating agreement is to strengthen the government-to-government working relationship between all the parties; and to assure that all of our mutual customers receive the best possible services at all times during the transition and the day-to-day operation of our TANF programs.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Spokane Tribal Business Council meeting in Special Session this 26th day of February, 2003, that the Tribal Council does hereby approve and authorize signature authority to the Tribal Council Chairman or his designated representative.

Certification

The foregoing was duly enacted by the Spokane Tribal Business Council on the 26th day of February, 2003, by the vote of 3 for 0 against and 0 abstain under authority contained in Article VIII of the Constitution of the Spokane Indians ratified by the Spokane Tribe on November 22, 1980.

Chairman
Spokane Tribal Business Council

	Yes	No	Abstain	Absent
AP				
GA				
RB				
WS				
RG				

TANF OPERATING AGREEMENT

Between the
Spokane Tribe of Indians of the Spokane Reservation Tribal TANF Program
And the Spokane Valley – Tri-County Community Service Offices

February 2003

This summary constitutes a record of the operational agreements reached between the Spokane Tribe of Indians of the Spokane Reservation, Tri-County Community Service Office (CSO), Spokane Valley CSO, and Region I Community Services Division (CSD), for the implementation of the Spokane Tribe of Indians (STOI) TANF Program.

These agreements are not static, but rather represent a starting point for the parties involved. Further cooperative agreements or operational modifications are likely as needs change. As long as modifications are carried out with the knowledge and agreement of the parties involved, it is to be encouraged.

The purpose of this agreement is to further strengthen the government-to-government working relationship between all of the parties; and to assure that all of our mutual customers receive the best possible services at all times during the transition and the day-to-day operation of our TANF programs.

1. **Identification of Tribal TANF Cases:**

   A. Within the geographical area defined by the Spokane Tribe of Indians TANF Plan, the STOI TANF Program will serve:

      1. All families with at least one adult or child who is an enrolled member of a federally recognized American Indian Tribe or an Alaskan Native residing within Stevens, Spokane, Pend Orielle, Lincoln, Adams and Whitman counties.
      2. All families with at least one adult or child who is an enrolled member of a federally recognized American Indian Tribe or Alaska Native who reside on the Spokane Reservation.
      3. The area of Lincoln and Stevens County (outside Spokane Reservation) excludes Colville Tribal members.
      4. The area of Stevens (outside Spokane Reservation), Pend Orielle and Spokane Counties excludes Kalispel Tribal members and all American Indian or Alaskan Natives who reside on the Kalispel reservation in Pend Oreille County.

   B. The Spokane Tribal TANF Service Area covers the six (6) counties of Adams, Lincoln, Pend Oreille, Spokane, Stevens, and Whitman.

C. The Spokane Tribe of Indians will assist applicants to obtain misplaced documentation of enrollment. The Spokane Tribe will serve the customer during this time.

D. It is our desire to avoid overlap with other Tribal TANF programs operating in the same geographic area. Accordingly, a process will be developed to handle situations in which a family residing in the Spokane Service Area, but not on the Spokane Reservation, includes one or more enrolled members of the Spokane Tribe and one or more enrolled members of the Colville or Kalispel Tribe.

E. If there is a question regarding which state or Tribal TANF program should serve a family, the office that first sees the family will make a determination as to who will take their application for TANF and will immediately forward the application and relevant information to the appropriate office.

F. The Tri-County CSO, Spokane Valley CSO and the Spokane Tribal TANF programs will each designate a contact person to resolve questions about which program will serve a family. Initially, the contact persons for this purpose will be:

Spokane Tribe	Spokane Tribal TANF Director
Spokane Valley CSO	CSO Administrator
Tri-County CSO	CSO Administrator

2. **Case Transfers:**

A. The Spokane Tribal TANF Plan will commence operation on March 1, 2003.

B. NEW APPLICATIONS: Spokane Tribe of Indians Tribal TANF will begin accepting new applications for Spokane Tribal TANF on March 3, 2003. All CSO's in the service area will begin referring new TANF applicants to STOI TANF program on this date. A new applicant means those people who have never received TANF.

C. OPEN TANF CASES: All CSO's within the service area defined herein will transfer identified and appropriate Native American cases to the Tri-County and Spokane Valley CSO's. These case transfers will be requested by Tri-County CSO and Spokane Valley CSO and will begin March 2003. The CSO's will begin transitioning cases to the Spokane Tribal TANF program in the following manner:

March 2003	new cases
April 2003	33% of the cases will be transferred to STOI

May 2003	33% of the cases will be transferred to STOI
June 2003	33% of the cases will be transferred to STOI

D. DSHS will close state TANF effective on the last day of the month a case is transferred.

E. On the first day of the transfer month, the family will receive their State TANF grant. As early as possible in the transfer month, the Tri-County CSO and Spokane Valley CSO will:

1. Close State TANF benefits;
2. Open Family (F04) Medical Assistance for the family for one (1) year;
3. Send the family a letter notifying them of the termination of State TANF benefits and direct the head of household to STOI to have their on-going eligibility determined;
4. Prepare a hard copy packet of information, as listed in Section 3., below and;
5. Deliver packet to STOI.

F. The CSO shall continue to provide relevant services to eligible recipients until TANF case is transferred to the STOI pursuant to Section 2.C.

3. **Transfer of Information:**

A. Information necessary to effect a smooth transfer from state to Tribal TANF will be copied by the Tri-County CSO and Spokane Valley CSO and sent to STOI in hard copy at the time each group of cases are transferred. The information to be transferred includes:

1. Demographic information (copy of the most recent application or Eligibility Review);
2. Income and resources;
3. Native American status (as declared by the household);
4. Relationship of household members to the Native American member(s);
5. Citizenship;
6. Place of residence (if different than mailing address);
7. Geographic Service Area;
8. Pregnancy / due date;
9. Identification and social security number;
10. Absent Parent information;
11. Number of months the family has already received state or Tribal TANF and the number of months the family resided on an Indian Reservation while receiving TANF, if known;
12. Status of 60 month extension (if applicable);

13. JAS components;
14. Employment and training activities;
15. Current Individual Responsibility Plan (IRP);
16. Support service history;
17. JAS notes.

B. The Tri-County CSO and Spokane Valley CSO will make any information available to STOI needed to facilitate a case transfer; however, the parties agree that the routine information to be transferred will be limited to Automated Client Eligibility (ACES) and Jobs Automated System (JAS) screens which contain the information listed above, three (3) months of documentation, and permanent record identification.

4. **Ongoing Transfer of Cases:**

A. When a CSO in the designated service area receives a transfer in, they will screen for STOI eligibility. If eligible, the CSO will forward the case to the Tri-County CSO or Spokane Valley CSO.

B. The Tri-County CSO and Spokane Valley CSO will then follow the procedures outlined in Section 2 and, 3, for transfer of the case to the STOI.

C. When a customer presents at a STOI service area to request transfer to Tribal TANF, STOI will screen for STOI eligibility. If eligible, STOI will notify appropriate CSO to request transfer.

D. When a Tribal TANF family leaves one STOI service area for another, STOI will notify the Tri-County CSO or Spokane Valley CSO of transfer. The Tri-County CSO or Spokane Valley CSO will transfer their record to the appropriate CSO upon request. A written log of these transfers, and telephone contact at the time of transfer, is encouraged in these circumstances.

5. **Ongoing Exchange of Information:**

A. All parties will use DSHS form 14-012, Consent To Exchange Confidential Information For Services Coordination. This form can be used in any situation where exchange of information is needed for either program to administer their TANF, Basic Food Plan, Medical Assistance, Child Care or General Assistance program(s), to ensure that all programs are able to issue timely and accurate benefits.

6. **Child Support:**

A. The Division of Child Support (DCS) has an associated child support case(s) for each existing TANF case. Child Support is currently being collected on some of these cases and will need to be forwarded to the STOI. The Department will put the child support monies that the Division of Child Support collects on existing and current Tribal TANF cases in suspense for a total of 4 months starting with the month the first set of cases are transferred. This will allow the Tribe the time to set up an electronic funds transfer account and to provide DCS with copies of the assignment forms.

B. To assist DCS with the accurate and timely processing of child support payments to the STOI.

1. Before or during the transfer month, the Tri-County and Spokane Valley CSO will notify the DCS Spokane Field Office of cases being transferred to the STOI. Notification will include the name and Social Security Number of the Custodial Parent.

2. In order for DCS to forward child support payments to the STOI:

a. Complete and send DCS an "Authorization for Receipt of Electronic Funds Transfer – Child Support Payment" form.
b. Send DCS an assignment of support rights form signed by each custodial parent for each associated non-custodial parent.

7. Cases That Transfer with Open Basic Food Plan Assistance:

A. On-going Basic Food Plan eligibility will be determined by the Tri-county and Spokane Valley CSO's using the STOI grant standards and any other earned or unearned income that would affect Basic Food Plan eligibility. The Tri-County CSO and Spokane Valley CSO will keep Basic Food Plan open on transfer cases through the current certification period providing household remains eligible for assistance.

8. Cases That Transfer With Open Child Care:

A. All CSO's in the service area will transfer STOI cases receiving TANF related childcare to the Tri-County and Spokane Valley CSO's as requested.

9. TANF Related Basic Food Plan/Medical Assistance:

A. Spokane Tribal TANF applicants approved through the Spokane Tribe who wants Basic Food Plan and/or medical assistance will have their Tribal TANF Application forwarded to the appropriate CSO so they can apply through the Tri-County CSO or Spokane Valley CSO. The

application may be faxed or mailed to the CSO. The Spokane Tribe will attach a form that will verify income, identification and household composition.

B. The Tri-County CSO and Spokane Valley CSO will arrange for a telephone interview or face to face interview for Basic Food Plan and/or medical assistance either at that time or will schedule a telephone interview and mail a letter to the client that includes date, time and telephone number the CSO will call. STOI and Spokane Valley CSO are in the process of establishing a Financial Service Specialist at the American Indian Center to be available to customers. If the client has no telephone available it is agreed that the STOI will arrange for telephone access. If additional items of verification are needed to complete the application, either the client or the STOI can provide them.

C. If a Spokane Tribal TANF applicant walks into a CSO, the CSO should process Basic Food Plan assistance if the household is expedited, fax application to Tri-County CSO or Spokane CSO, who will fax to the Spokane Tribal TANF program. That CSO would also send the case and application to Tri-County CSO or Spokane Valley CSO.

D. If an applicant needs retroactive medical assistance, Spokane Tribal TANF will determine if the adult applying would have been eligible for a TANF grant during the three retroactive months and advise the Tri-County CSO or Spokane CSO.

10. <u>EBT:</u>

A. Pending or upon approval of assistance the applicant can contact their nearest CSO to obtain an EBT card. If requested, the EBT card can be mailed to the customer from Citibank.

11. <u>Child Care:</u>

A. TANF related childcare is available through the Tri-County CSO and Spokane Valley CSO to customers receiving Tribal TANF benefits. The CSO's will each have one point of contact and will coordinate and process childcare request form Tribal TANF recipients. Applications and changes of circumstances can be handled over the telephone.

12. <u>Changes of Circumstances:</u>

A. The customer is responsible for reporting changes to the CSO. However, the CSO's may request information about resources and income verification from the Spokane Tribe to facilitate re-determination for Basic Food Plan, medical and Working Connection Child Care.

B. When a Spokane Tribal TANF recipient reports changes in income and/or circumstances to the Spokane Tribe, the Spokane Tribe will forward this information to the Tri-County or Spokane CSO's within five (5) working days. CSO's will do the same in the event income and/or a change of circumstances is reported to the CSO first.

13. Overpayments:

A. If an office opens TANF when TANF assistance is already being received by another office, the second office that opened TANF in error will be responsible for establishing an overpayment and needs to terminate benefits immediately.

14. Terminations:

A. The Spokane Tribal TANF Program will notify within 10 days the Tri-County CSO and Spokane Valley CSO of any termination of Spokane Tribal TANF benefits and specify the reason for termination.

B. When a Spokane Tribal TANF family leaves the Spokane Tribal TANF service area, the Spokane Tribe will notify within 10 days the Tri-County CSO or Spokane Valley CSO. The Tri-County CSO or Spokane Valley CSO will then transfer the records as requested by other CSO.

C. Any person who is identified in this document who exits Washington State TANF as a result of employment prior to March 1, 2003 shall continue to receive supportive services from the appropriate CSO. Upon application and approval of Spokane Tribal TANF, CSO support services shall end.

15. Communication and Referrals:

A. The above, as listed in section 1, F., will also provide liaison and assistance between the offices for Basic Food Plan assistance, Medical Assistance, Child Care, General Assistance, to make sure emergencies are quickly resolved and in general to assure that high quality, professional communication takes place. FAX and e-mail will also be used, as available.

16. Technical Assistance and Training:

A. Region I Community Services Division is committed to providing technical assistance and training to Tribal TANF staff whenever possible and appropriate. This may include training on SSI facilitation, Child Care and other topics relevant to case management and TANF service delivery.

STOI has also expressed their willingness to share training with Tri-County and Spokane CSO staff whenever possible and appropriate.

B. In Acknowledgement of the Intent of Both Parties:

1. The Tri-County CSO, Spokane Valley CSO and STOI will, upon request, arrange an orientation to their offices and basic programs and services, to help each other provide better customer service;
2. The Tri-County CSO, Spokane Valley CSO and Region I Community Services Division will invite STOI staff to any appropriate local or regional training;
3. STOI, Tri-County CSO, Spokane Valley CSO and Region I Community Services Division will share and exchange written material and information about resources (journals, research papers, web sites, etc.) which appear relevant to TANF administration and/or service delivery; and
4. STOI, Tri-County and Spokane staff will, on a periodic basis as needed, meet with each other to clarify, refine, and further improve the operation of their programs and their government-to-government relationship.

17. <u>Sanctions:</u>

A. The CSO's will not approve a TANF application from an identified Spokane Tribal TANF recipient who is in sanction status with STOI. The Spokane Tribe will notify the CSO's of customers in sanction.

18. <u>Data Sharing Agreement:</u>

A. The Tri-County CSO, Spokane Valley CSO, and Division of Child Support (DCS) will share available data concerning the number of Tribal members receiving DSHS and DCS assistance in the service area, upon request of STOI.

B. The Tri-County CSO, Spokane Valley CSO and STOI each agree to provide DSHS form 14-012, Consent To Exchange Confidential Information For Services Coordination (described in Section 5., above) signed by the customer, when requesting information about individual TANF cases in situations other than:

1. Initial transfer of ongoing TANF cases as described in Sections 1 through 4., above;
2. Transfer of an application for TANF as described in Section 1., above; or
3. Routine exchange of information described in Section 5.

C. All parties understand and agree that the sharing of any information about individual customers and case circumstances will be limited to that information needed for the proper administration of appropriate CSO, DCS and/or Tribal assistance programs. Data sharing will help prevent customers from receiving duplicate assistance. All parties will maintain signed releases of information on file, and make these available to one another, as requested.

19. Mutual Cooperation, Trust and Support:

It is the intent and commitment of the parties in this agreement to encourage and cultivate a professional relationship, which is positive, cooperative and mutually respectful, between our agencies and our staffs. We believe this spirit of cooperation, mutual respect and good will is critical to the success of the Spokane Tribe of Indian Tribal TANF Program and will result in the best service and outcomes for all of our mutual customers.

This agreement may be modified at any time by mutual agreement of the parties.

Alfred Peone 2-26-03
Alfred Peone, Chairman, Spokane Tribal Business Council — Date

Fritz L Rehn 2-13-03
Regional Administrator, Region 1 CSD — Date

Michael J Mahaffy 2-13-03
CSO Administrator, Spokane Valley CSO — Date

Carl O. McMurray 2/13/3
CSO Administrator, Tri-County CSO — Date

Rod Gunter 2-13-03
District Administrator, DCS — Date