Contract Amendment No. 2, #1062-16655-02

Intergovernmental Agreement, Temporary Assistance for Needy Families Between

South Puget Intertribal Planning Agency &

Washington State Department of Social & Health Services

Intergovernmental TANF Agreement (IGA) #1062-16655, entered into by the South Puget Intertribal Planning Agency (SPIPA) and the Department of Social & Health Services (Department), is amended as follows:

The period of performance is extended through 8-31-2019.

Exhibit A of the IGA is replaced by the attached Exhibit A-1 "Plan", of this IGA Amendment.

Exhibit B of the IGA is replaced by the attached Exhibit B-1 "State MOE Payment Schedule", of this IGA Amendment.

Section 4, subsection 2 and Section 6, subsection 1, of the IGA are removed since attached Exhibit A-1 of this IGA Amendment provides this information.

Section 7, subsection 1, of the IGA is replaced by:

For each state fiscal year (SFY), if SPIPA does not spend MOE funds in an amount equal to the MOE funding awarded under this IGA for this annual period, the difference between the amount awarded and the amount spent will be subtracted from the MOE funding awarded to SPIPA for the next SFY(s) unless there is a reasonable explanation and demonstrated plan by SPIPA to spend these MOE funds. This shall be processed by way of a mutually agreed upon amendment.

Section 7 of the IGA, subsections 3, is replaced by:

"Subject to availability of State MOE funds, and the provisions of Section 7, subsection 1, the Department agrees to transfer to SPIPA for the period September 1, 2016 to August 31, 2019, up to the amount of $9,659,172 in State MOE funds. Payments will be made in accordance with the attached, Exhibit B-1: "State MOE Payment Schedule", of this IGA Amendment."

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

By:	Dan Gleason	By:	Patricia Lashway
Title:	SPIPA Board of Directors	Title:	Acting Secretary, DSHS
Signature:	Dan Gleason	Signature:	Patricia Lashway
Date:	9-30-2016	Date:	11/3/16
By:	Whitney Jones	By:	David Stillman
Title:	SPIPA Executive Director	Title:	Assistant Secretary, Economic Services Admin.
Signature:	Whitney Jones	Signature:	
Date:	9/30/2016	Date:	11/10/2016

#1062-16655

THIRD INTERGOVERNMENTAL AGREEMENT

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES

Between The

SOUTH PUGET INTERTRIBAL PLANNING AGENCY

And

THE WASHINGTON STATE

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

PREAMBLE

The South Puget Intertribal Planning Agency (hereinafter SPIPA) and the Washington State Department of Social and Health Services (hereinafter Department) signed their first Intergovernmental Agreement for Temporary Assistance for Needy Families effective on September 1, 2004 to transfer State Maintenance of Effort Funds and to work in partnership to coordinate state and tribal benefits and services. SPIPA has approval from the United States Department of Health and Human Services to continue administration of their Tribal Family Assistance Plan for an additional three years. SPIPA and the Department have negotiated this third Intergovernmental TANF Agreement.

1. AUTHORITY

THIS AGREEMENT is entered into between SPIPA and the Department pursuant to their respective governmental authorities. For purposes of Tribal TANF, SPIPA is a consortium of three (3) tribes: the Skokomish Tribe, the Squaxin Island Tribe and the Nisqually Tribe. The SPIPA Tribal TANF Program also serves the Puyallup Tribe. SPIPA is authorized to enter into this Agreement pursuant to tribal resolutions from the Skokomish, Squaxin Island, Nisqually and Puyallup Tribal Councils. The SPIPA Intertribal TANF Program shall be known hereinafter as SITP. The operation of SITP is the responsibility of SPIPA's governing board.

The Interlocal Cooperation Act, RCW 39.34, permits any State agency to enter into a cooperative agreement with an Indian tribe for their mutual advantage and cooperation. RCW 74.08A.040 authorizes the State to coordinate and cooperate with eligible Indian tribes that elect to operate a Tribal TANF Program as provided for in Pub. L. 104-193 and 109-171 and to transfer a fair and equitable share of State Maintenance of Effort funds (MOE) to the eligible Indian tribe or consortium. SPIPA and the Department desire to enter into this Agreement pursuant to their respective authorities, which include financial assistance and employment and training services to eligible, needy families in order to fulfill the purpose set out herein. It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes.

SPIPA and the Department each have delegated authority over providing comprehensive TANF services and additional supportive services. SPIPA and the Department recognize that SPIPA has a compelling interest on behalf of the sovereign tribes, Skokomish, Squaxin Island, Nisqually and Puyallup Tribes in promoting and maintaining the governmental, social, economic and cultural integrity of the Tribes. The parties recognize their respective authorities and enter into this Agreement consistent with the government-to-government relationships affirmed by the Centennial Accord of 1989.

Section 412 of the Social Security Act requires payment of federal TANF funds to Indian tribes or a consortium of tribes with approved TANF plans. SPIPA will provide services under its approved TANF plan in a manner that best serves the needs of its service area and population. The parties recognize that their ability to serve TANF families shall be enhanced with the establishment of a process and procedures for the transfer of cases and exchange of services. Coordinating the transfer of identified cases shall assist in ensuring that families receive uninterrupted services.

2. PURPOSE

The purpose of the Agreement is to assist both the Department and the SITP in carrying out their respective authorities and responsibilities. Title IV-A, Section 412 of the Social Security Act, as amended by Public Law 104-193 (Personal Responsibility and Work Opportunity Reconciliation Act of 1996) and reauthorized under Pub. L. 109-171 (Deficit Reduction Act of 2005) authorizes tribes, tribal organizations, or consortia to provide Tribal TANF services to all eligible Native Americans and Alaska Natives residing within a tribe's identified service area as specified in its TFAP. RCW 74.08A.040 provides state authority to coordinate and cooperate with eligible Indian tribes that elect to operate a tribal TANF Program as provided for in P.L. 104-193 and to transfer a fair and equitable amount of State Maintenance of Effort (MOE) Funds to SPIPA and to work in partnership to coordinate state and tribal benefits and services. The parties to the Agreement recognize and acknowledge that implementation of this Agreement is an appropriate exercise of the Tribes' authority as sovereign nations, as delegated for this purpose to SPIPA.

The purpose of the Agreement is to provide for the continued process and procedures established for the mutual exchange of information and to allow the SITP to apply its own program policies and procedures in appropriate cases. The establishment of these procedures is in the best interest of the Indian families and especially Indian children who have a need to receive required financial support. This Agreement is consistent with, and is intended to further, the declared national policy of moving recipients into time-limited assistance and work. At the same time, this Agreement also protects the best interests of families and children by providing an effective and efficient way by which these families and children may be maintained from the resources available to both SPIPA and the Department.

3. DEFINITIONS

The Department and SPIPA agree for the purposes of this Agreement to the following definitions:

1) Federal and State MOE Requirements (MOE Requirement): All federal and State laws and regulations that pertain to a State's ability to classify funds as Maintenance of Effort (MOE). These requirements include, but are not limited to: 42 USC 601(a), 45 CFR 260.20, 42 USC 609(a)(7), 45 CFR 263, RCW 74.08A.040, OMB Circulars A-87 and A-133, and 45 CFR 92.
2) Retrocession: The process by which an Indian nation voluntarily terminates and cedes back (or returns) a tribal TANF program to the appropriate state and federal entities, consistent with federal regulations. Retrocession includes the voluntary relinquishment of the authority to obligate or spend previously awarded state and federal funds before that authority otherwise expires.
3) State Maintenance of Effort Funds (MOE): Federally required expenditures of State funds in programs which fulfill specific Federal requirements and which serve TANF eligible families. Depending upon whether the State meets certain TANF program requirements, the required minimum level of State MOE spending in any fiscal year is 75% or 80% of the State's 1994 spending in certain AFDC related programs depending on whether the State meets Federal Work Participation requirements.
4) TANF (Temporary Assistance for Needy Families): a program authorized by the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) (Pub. L. 104-193), reauthorized under the Deficit Reduction Act of 2005 (DRA) (Pub. L. 109-171), and codified in Title IV-A of the Social Security Act, operated by states and Indian nations or, consortia, to provide financial assistance and employment and training services to eligible, needy families.
5) TFAP (Tribal Family Assistance Plan): Means the plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act.
6) Tribal TANF Program: Means a TANF program developed by an eligible Indian Nation, or consortium of Nations, and approved by the Administration for Children and Families under Section 412 of the Social Security Act.
7) WorkFirst: The State's welfare reform program which provides support services and activities to TANF recipients and low-income families so they can find jobs, keep jobs, and become self-sufficient.
8) TFAG (Tribal Family Assistance Grant): Means the federal funding for the Tribal TANF Program.
9) General Terms and Conditions (GT&Cs): Means the current "DSHS and Indian Nation Agreement on General Terms and Conditions" in effect between the Parties.
10) HHS: United States Department of Health and Human Services.
11) Annual Report: Means a report consisting of all information, including any operational and financial information, required by federal and/or state law for the contracted services and funds included in this Agreement or in subsequent amendments to this Agreement.

12) Client: Means an individual or family that is eligible for services under the terms of this Agreement.
13) Intergovernmental Agreement, (IGA), or Agreement: Means this Agreement between SPIPA and the Department.
14) Parties: Means SPIPA and the Department, who are parties to this Agreement.
15) Single Point of Contact: Means the DSHS office designated by the Department and the SPIPA office designated by SPIPA to facilitate the flow of operational information, about this Agreement, between SPIPA and the Department.
16) Statute: Means any federal, tribal or state law now in existence or any successor, amended or replacement law.
17) Days: As used in this agreement, means calendar days. If a deadline or due date falls on a holiday, weekend or other non-business day, the following business day will be considered the deadline or due date.

4. REFERENCED AGREEMENTS

1) The Indian Nation and DSHS Agreement Regarding General Terms and Conditions (GT&Cs), currently in effect between the Parties, is incorporated into this IGA by reference, except where this Agreement differs from the GT&Cs.

2) The MOE Plan and Projected Budget is attached as Exhibit "A" and incorporated herein by reference.

5. THE DEPARTMENT AND SPIPA AGREE TO THE FOLLOWING

The Department and SPIPA engaged in negotiations to determine the:

1) Data that would be submitted by the Department to the United States Department of Health and Human Services (hereinafter HHS), from which HHS would determine SPIPA's federal TANF grant amount.
2) Amount of State MOE Funds and other monetary and non-monetary enhancement that would be provided by the Department to assist SPIPA's TANF program.
3) Requirements for the use and reporting on State MOE Funds.
4) Terms of a Data Share Agreement.
5) Terms and conditions of the MOE Plan and Projected Budget.

6. TFAP AND SERVICE POPULATION

1) SPIPA has a federally approved Tribal Family Assistance Plan (TFAP), which is incorporated herein by reference. The TFAP is effective from 9/1/2010 to 8/31/2013.

2) Consistent with its federally approved TFAP, SPIPA agrees to continue to serve all eligible enrolled American Indians/Alaska Natives (AI/AN) on the Skokomish, Squaxin Island, Nisqually and Puyallup Reservations; all AI/AN in Kitsap, Pierce, Thurston and Mason Counties with the following exceptions: in Pierce County, excluding all members of the Puyallup Tribe, Muckleshoot Tribe and Suquamish Tribe; in Kitsap County, excluding all members of the Puyallup Tribe, Suquamish Tribe and Port Gamble S'Klallam Tribe and all families living on the Port Gamble S'Klallam Reservation, and Suquamish Reservation; in Mason County, excluding all members of the Confederated Tribes of the Chehalis Reservation and the Suquamish Tribe; and in Thurston County, excluding all members of the Confederated Tribes of the Chehalis Reservation, Puyallup Tribe, and Suquamish Tribe consistent with its federally approved TFAP.

3) The Department and SPIPA determined that there were 1,282.1 tribal families receiving public assistance benefits in 1994, based on SPIPA's service area and population as identified in its TFAP.

4) SPIPA has received federal approval of its TFAP indicating that it has complied with the requirements of the federal policy (TANF-ACF-PI-05-03, May 11, 2005 Program Instruction) relating to serving Indian families on or near the reservation service areas, including the policy provisions relating to notification of other Tribes with overlapping near reservation areas. If there is a change to SPIPA's service population or geographic area under their federal TFAP and associated federal funding, SPIPA will notify the Department. SPIPA and the Department will negotiate the State MOE Funds and/or the Intergovernmental Agreement accordingly to reflect these changes.

7. TRANSFER OF STATE FUNDING

1) If SPIPA has any unencumbered MOE funds that have been awarded under this Agreement remaining in their SFY 3rd quarter report, the unspent MOE funds may be recouped by the Department unless there is a reasonable explanation and demonstrated plan by SPIPA to spend these MOE funds. This shall be processed by way of a mutually agreed upon amendment.

2) For purposes of this Agreement, the state fiscal year (SFY) is July 1 to June 30.

3) Subject to availability of state MOE funds, and the provision of subsection 1 above, the Department agrees to transfer to SPIPA for the period December 1, 2010 to August 31, 2013, up to the amount of $8,854,241in State MOE funds.

4) Payments will be made in accordance with the State MOE Payment and Reporting Schedule, Exhibit "B", attached hereto and incorporated herein.

5) The Department agrees to pay the annual MOE amounts to SPIPA in State Fiscal Year lump sum annual payments, after the receipt and acceptance by the Department of the completed A-19 Invoice Voucher and receipt and acceptance

of the reports required under Section 9 of the IGA. Payment shall be considered timely if made by the Department within thirty (30) calendar days after receipt of properly completed A-19 and reports.

6) The Department agrees to review submitted reports within twenty (20) days and immediately inform SPIPA regarding any missing information or documentation.

7) For each SFY's payment, SPIPA may submit an A-19 invoice voucher and required reports as early as July 1 of the SFY for which SPIPA is requesting payment. However, each annual A-19 must be submitted no later than thirty (30) days after the end of the requested reimbursement state fiscal year. Annual A-19's submitted to the Department after these dates shall not be paid, unless authorized by the Secretary of the Department.

8) The Department agrees to adjust funding to SPIPA under this Agreement in accordance with any legislative action, provided that if there are significant changes impacting either Party, each reserves the right to renegotiate this Agreement.

9) SPIPA will not charge the Department for services if SPIPA has charged or will charge the State of Washington or any other party, under any other contract or agreement, for the same services.

10) Payments are subject to availability of state legislatively appropriated funds. The Department will notify SPIPA of any projected or anticipated budget increase or decrease that affects any program or service contained in its TFAP as soon as they are informed of the projected or anticipated change. This includes one time surplus funding that could be obligated for unmet needs in services and program development.

8. EXPENDITURE OF STATE MOE FUNDS

SPIPA agrees to spend all funds received under this Agreement consistent with federal and State MOE requirements. SPIPA shall comply with all applicable federal and State laws and regulations and OMB circulars governing the use of State MOE Funds. MOE funds must be spent on eligible families and for the four allowable TANF purposes. The four TANF purposes are listed in law at 42 USC 601 (a) and regulation at 45 CFR 260.20. The law and regulations defining federal and state MOE requirements are 42 USC Section 609(a)(7), 45 CFR 263, and RCW 74.08A.040. In addition to following these provisions, SPIPA must also comply with the federal Office of Management and Budget (OMB) Circulars A-87 and A-133 and 45 CFR 92.

9. REPORTING ON THE USE OF STATE MOE FUNDS AND CASELOAD

1) The Parties acknowledge that if additional reporting requirements are imposed on the state that necessitates additional reporting by SPIPA, it will submit additional reports upon reasonable notice of the requirement.

2) The Parties agree that, at a minimum, the report will contain all information, including operational and financial information, required by applicable Federal and/or State law for the Tribal TANF program or in subsequent amendments to the Tribe's TFAP or to this Agreement.

3) By July 31, the Tribe and SPIPA shall send electronic copies of its single annual report to Tribal Relations Program Administrator, Mike Mowrey, as well as a printed and signed copy to the single point of contact.

4) Each Party will communicate with the Single Point of Contact identified by the other Party in this Agreement to discuss reporting or other issues relative to this Agreement.

5) Program related communications may continue among program personnel and need not go through the Single Point of Contact.

6) The Department's use of information contained in tribal reports is limited to the purposes for which the reports were required, unless approved by SPIPA, the Department will not use tribal information or data to generate revenue or indirect services that will not directly benefit SPIPA.

7) SPIPA shall maintain all accounting records in accordance with government requirements and generally accepted accounting principles, and all transactions will be made in compliance with federal OMB circulars A-87 and A-133.

<u>State MOE Funds and Caseload</u>

1) SPIPA agrees to provide timely and complete quarterly reports to the Department regarding its expenditure of State MOE Funds and the number of eligible families served with these funds. The Department agrees to timely review submitted reports and timely inform SPIPA regarding any missing information or documentation.

2) MOE and caseload reports from SPIPA are mandatory to meet State reporting requirements regarding the use of State MOE Funds, as outlined in the November 27, 2000 TANF Policy Announcement (TANF-ACF-PA-00-4) issued by the United States HHS, and incorporated by reference.

3) To report the State MOE Funds expended, SPIPA will complete and submit quarterly to the Department Tribal TANF Financial Report Form ACF-196T, which is attached and incorporated as Exhibit "C." The ACF-196T reporting form

will be submitted within 40 days after of the end of each quarter of the federal fiscal year – i.e. by November 10th, February 10th, May 10th and August 10th.

4) To report the number of families served, SPIPA will complete and submit quarterly to the Department reporting form, "WA-TT-CR-01", which is attached and incorporated as Exhibit "D." The WA-TT-CR-01 form will be submitted within 40 days after of the end of each quarter of the federal fiscal year – i.e. by November 10th, February 10th, May 10th and August 10th.

5) Any funds received by SPIPA under this Agreement shall remain subject to the reporting requirements of this section at all times, notwithstanding the termination, withholding, reduction, or conclusion of the funding period provided under this Agreement. To the extent that SPIPA retains and spends any funds subsequent to the termination or conclusion of the funding period under this Agreement, SPIPA shall submit all required reports no later than 40 days after the end of the calendar quarter in which State MOE Funds are expended.

Performance Measure Data

To report the agreed upon performance measure data, SPIPA shall submit information on form "WA-TT-PM-01", which is attached and incorporated as Exhibit "E." The performance measure data will be submitted within 40 days after of the end of each quarter of the federal fiscal year – i.e. by November 10th, February 10th, May 10th and August 10th.

10. RESPONSIBILITIES OF SPIPA

1) SPIPA has designated the following party as its Single Point of Contact for communication regarding operational and financial elements of this Agreement:

   Clint Hackney
   SPIPA TANF Program Manager

2) SPIPA shall provide services as described in its current Tribal Family Assistance Plan (TFAP). Services provided, as well as Tribal program and fiscal management shall conform to applicable federal, tribal and/or state laws and regulations.

3) SPIPA shall comply with all applicable federal and state laws, regulations and OMB circulars governing the use of State MOE Funds.

4) Consistent with its federally approved TFAP, SPIPA shall make the final determination regarding tribal membership of families applying for Tribal TANF services. SPIPA shall also determine whether such families meet the eligibility criteria for Tribal TANF services.

5) SPIPA shall provide the Department with a list and description of the current

eligibility criteria for Tribal TANF services. If and when changes or revisions of such eligibility occur, SPIPA shall promptly inform the Department of these changes or revisions.

6) If SPIPA requests an amendment to its TFAP which would have a significant financial impact on the Department, SPIPA shall also notify the Department of such request and provide a copy of the proposed amendment. The Department and SPIPA shall negotiate and reach agreement regarding any amendments to the TFAP which would have an impact on this Agreement. SPIPA agrees to give the Department notice when such amendments are approved.

7) Prior to the end of the period covered by SPIPA's current and approved TFAP SPIPA will submit its new TFAP and an official request for a fiscal amendment for State MOE funds for the next period to the Department.

11. RESPONSIBILITIES OF THE DEPARTMENT

1) The Department has designated the following party as its Single Point of Contact for communication regarding operational and financial elements of this agreement.

   Mike Mowrey
   Tribal Relations Program Administrator – TANF
   State Tribal Relations Unit
   Community Services Division
   Economic Security Administration
   DSHS
   P.O. Box 45857
   Olympia, WA 98504-5857
   Tel. (360) 725-4656
   Michael.Mowrey@dshs.wa.gov

2) The Department shall promptly respond on a case-by-case basis to any written request by SPIPA regarding its eligibility to access any newly funded services.

3) The Department shall promote good faith efforts to continue the education and training of staff and contractors about tribal governments.

4) When requested by SPIPA, the Department will support SPIPA in its efforts to obtain waivers of regulatory requirements, associated with the services in its TFAP.

5) The Department shall honor tribal law that meets or exceeds the requirements set forth in federal or state law as it pertains to implementing this Agreement.

6) Compliance Testing.

The Department may test compliance with the terms of this Agreement in the following ways:

i. Review of an Annual Report submitted by SPIPA to the Department.
ii. Review of the Executive Summary and related documents from SPIPA's federal Single Audit Act audit.

12. IMPLEMENTATION AGREEMENTS

1) The Department and SPIPA shall update the Operating Agreement describing the working relationship between the Department of Social and Health Services Region 5 and 6 and SPIPA, including procedures for the effective transfer of cases and coordination of services that shall be performed by each party.

2) This Operating Agreement shall also include provisions to ensure that a family receiving assistance under SPIPA's TFAP may not receive assistance from another State or Tribal TANF program.

3) The Department shall work in cooperation with SPIPA to provide Tribal TANF recipients with access to Basic Food (Food Stamps), Medical Assistance, and Working Connections Child Care benefits for all recipients who meet the State's eligibility criteria. Child care policy is now set by the new Department of Early Learning (DEL) which is a separate agency from DSHS.

4) SPIPA and the Department's Division of Child Support (DCS) will continue to work together to coordinate child support services on Tribal TANF cases. DCS shall electronically distribute child support collected on a Tribal TANF case to SPIPA, on each case where DCS has received the form assigning the family's support rights to SPIPA. The processes will be outlined in the Operating Agreement.

5) To provide for the transfer of information on tribal family cases and for the ongoing coordination of services for these families, the Department and SPIPA will sign a data share agreement as a condition of receiving State MOE Funds under this Agreement.

13. FAILURE TO COMPLY WITH FEDERAL AND STATE MOE REQUIREMENTS

If SPIPA expends funds in a manner inconsistent with federal and State MOE requirements or cannot demonstrate that it spent funds consistent with State MOE requirements, SPIPA shall be liable to the Department for funds expended in a manner inconsistent with federal and State MOE requirements or funds it cannot demonstrate were spent consistent with State MOE requirements.

14. FUNDING REMEDIES AND PROCEDURE

1) The Department maintains the authority to withhold funding under this Agreement for any of the following reasons:

   a. SPIPA does not provide the Department with reports required under this Agreement in a timely fashion;

   b. Reports provided by SPIPA lack required information;

   c. The Department has a reasonable basis to believe that SPIPA is spending or has spent State MOE Funds provided under this Agreement in violation of federal and/or State MOE requirements.

   d. SPIPA is unable to demonstrate that expenditures of State MOE Funds were in compliance with federal and/or State MOE requirements.

   e. An A-133 audit or federal site visit concludes that SPIPA is either misusing federal funds, cannot properly document that expenditures were proper, or is out of compliance with federal TANF requirements;

   f. SPIPA otherwise does not comply with the terms and conditions of the IGA.

2) Prior to withholding funding, the Department shall provide SPIPA with 45 days advance written notice clearly stating the amount of funds in dispute and articulating the reason(s) listed in paragraph 1) above that provides the basis for the Department's decision to withhold funds.

   a. SPIPA and the Department shall use due diligence and make a good faith effort to resolve all issues in dispute.

   b. If the dispute is not resolved, the parties shall utilize the dispute resolution process described in Section 15 within the 45-day notice period.

   c. No funds shall be withheld by the Department unless the Dispute Resolution process has been exhausted and the final decision of the Dispute Resolution Panel is in favor of the Department.

15. DISPUTE RESOLUTION

1) The Department and SPIPA agree to resolve disputes that arise as follows:

   a. The Department and SPIPA shall attempt to resolve the matter through informal discussions and negotiations.

   b. If informal discussions prove unsuccessful, the Department and SPIPA agree to refer the matter to non-binding mediation. Either party may request that a

matter be submitted to a mediator to assist in resolving a dispute. The mediator shall be jointly selected and shall be approved by the Department and SPIPA. The cost shall be borne equally by the Department and SPIPA.

c. If the mediator cannot resolve the conflict or dispute then the issue shall be brought before a Dispute Resolution Panel. The Dispute Resolution Panel shall consist of three (3) individuals; one (1) selected by SPIPA, one (1) selected by the Department and a third party to be chosen by the first two. The Dispute Resolution Panel shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Dispute Resolution Panel shall be final and binding on both parties.

2) For purposes of this Agreement, this Dispute Resolution provision supersedes Section 8, Disputes, contained in the current "DSHS and Indian Nation Agreement on General Terms and Conditions."

16. AMENDMENT, WAIVER AND TERMINATION

1) This Agreement or any provision may be altered, amended, or waived by written agreement signed by both Parties.

2) For this Agreement, either Party may terminate the Agreement by giving the other Party forty-five (45) calendar days' written notice.

3) Termination under this Agreement includes the termination of funding, which means the Department's obligation to provide future payments of State MOE Funds under Exhibit "B" and SPIPA's obligation to provide services with the future State MOE Funds.

4) This section applies if SPIPA continues to receive federal funding and operates a Tribal TANF Program. If SPIPA terminates both federal and State funding and their entire Tribal TANF Program, then it is a retrocession covered under Section 18.

17. CONCLUSION OR TERMINATION OF THE FUNDING PERIOD

This Agreement shall remain enforceable until the last A-133 audit of the funding provided under this Agreement contains no findings or all findings are satisfactorily resolved.

18. RETROCESSION

If SPIPA chooses to retrocede its Tribal TANF program prior to the end of its three-year plan, it agrees to provide the Department with notification at the same time that it notifies the Secretary of HHS. All future scheduled state funded payments shall be

discontinued and any State MOE Funds not expended or obligated on Tribal TANF activities as of the retrocession date shall be returned to the Department within forty-five (45) calendar days of the retrocession date.

19. ADDITION OR WITHDRAWAL FROM THE CONSORTIUM

If a new tribe joins the SPIPA Intertribal TANF Program, the Department will be notified through SPIPA's letter of intent to the HHS/ACF Region. SPIPA and the State shall renegotiate MOE funding to account for the change in 1994 assistance units and/or changes to service areas as of the Tribe's start-up date as a member of the SPIPA Tribal TANF Program.

If one or more of the tribes participating in the SPIPA Intertribal TANF program chooses to retrocede from this program and/or to operate its own Tribal TANF Program, SPIPA and the tribe must also give notice to the Department as outlined above. SPIPA and the State shall renegotiate MOE funding to account for the change in 1994 assistance units and/or changes to service areas to account for the reduction in service population and/or change in service area.

20. TERM

THIS AGREEMENT shall become effective December 1, 2010 and end on August 31, 2013, unless extended or terminated prior to that date, as provided herein.

21. SURVIVABILITY.

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive.

22. EXECUTION

THE FOLLOWING REPRESENTATIVES, by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.

Dan Gleason — Date 11-30-2010

Dan Gleason, Chairman
SPIPA Board of Directors

Amadeo T. Tiam — Date 11-30-2010

Amadeo Tiam
SPIPA Executive Director

#1062-16655

Susan N. Dreyfus
Secretary
Department of Social & Health Services

Date 12/7/10

Troy Hutson
Assistant Secretary
Economic Services Administration

Date 12/2/10

Approved as to form:

Skokomish Tribal Chair

Date

Squaxin Island Tribal Chair

Date

Nisqually Tribal Chair

Date 11-30-10

Puyallup Tribal Chair

Date

#1062-16655

_____ Date_____
Susan N. Dreyfus
Secretary
Department of Social & Health Services

_____ Date_____
Troy Hutson
Assistant Secretary
Economic Services Administration

Approved as to form:

_____ Date 11-30-10
Skokomish Tribal Chair

_____ Date 11/30/10
Squaxin Island Tribal Chair

_____ Date 11-29-10
Nisqually Tribal Chair

Lawrence W. LaPointe
Vice Chairman
_____ Date 11-30-10
Puyallup Tribal Chair

EXHIBIT A

MOE Plan and Projected Budget

Negotiated Funds	Year 1	Year 2	Year 3	Totals
State MOE fy2010	$3,127,100	$3,127,100	$3,127,100	$9,381,300
Puyallup MOE fy2010	$308,626	$308,626	$308,626	$925,878
Less FY2007-2010 Extension	$(858,932.00)			
State Innovative Funds	$0	$0	$0	$0
Gross Totals	**$2,576,794**	**$3,435,726**	**$3,435,726**	**$9,448,246**
Agreed MOE FY 2010-2013 (Less 6.287%)	**$2,414,793**	**$3,219,724**	**$3,219,724**	**$8,854,241**
Expenditures on Assistance				
Cash Assistance	$773,133	$1,030,844	$1,030,844	$2,834,821
Other Assistance Expenses	$421,709	$562,278	$562,278	$1,546,265
Expenditures on Non-Assistance				
Expenses for Non-Assistance	$281,139	$374,852	$374,852	$1,030,843
Administrative (35%)	$845,178	$1,126,903	$1,126,903	$3,098,984
Systems	$14,057	$18,743	$18,743	$51,542
Other Non-Assistance Expenses	$79,578	$106,104	$106,104	$291,785
Totals	**$2,414,793**	**$3,219,724**	**$3,219,724**	**$8,854,241**

MOE Plan and Projected Budget Narrative

Expenditures on Assistance

Cash Payments. The cumulative amount of cash assistance payments. (45 CFR 286.10(a) (1))

Other Assistance Expenditures. The total expenditures for all other TANF assistance. Other assistance expenditures may include (45 CFR 286.10(a)(2):

1. Expenditures for families that are not employed but need transportation services to participate in other work activities as provided under the Tribe's TANF plan.
2. Child care expenditures for families that are not employed, but need child care to participate in other work activities as provided under the Tribe's TANF plan.

Expenditures on Non-Assistance

Administration Expenditures. The cumulative total expenditures for administrative costs (as defined at 45 CFR 286.5) for the period the report is being submitted.

Systems Expenditures. The cumulative total expenditures for systems costs related to monitoring and tracking under the program.

Other Non-Assistance Expenditures. The cumulative total expenditures for other expenditures considered "expenditures on non-assistance" that were not included in Administrative or Systems. For example, include as "other" costs on general family preservation activities and parenting training. Include costs on activities such as substance abuse treatment, domestic violence services, and case management to the extent that such costs are not directed at the second goal of TANF and included as work-related costs above.

Costs may include:

1. Work subsidies payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, or training.
2. Includes costs related to educational and training activities. Include secondary education (including alternative programs); adult education, GED, and ESL classes; education directly related to employment; education provided as vocational educational training; and post-secondary education.
3. Includes expenditures on work activities or work expenses, including staff costs related to providing work experience and community service activities, on-the-job training, job search and job readiness, job skills training, and training provided as vocational educational training, related services (such as employment counseling, coaching, job development, information and referral, and outreach to

business and non-profit community groups), and other work-related expenses such as costs for work clothes and equipment). Includes such costs when provided as part of a diversion program or as transitional services to individuals who ceased to receive assistance due to employment.

4. Expenditures for childcare excluding Working Connections Child Care that does not meet the definition of assistance as defined at 45 CFR 286.10. Includes childcare provided to employed families (related either to their work or related job retention and advancement activities) and childcare provided as a non-recurrent, short-term benefit (e.g., during applicant job search or to a recently employed family during a temporary period of unemployment).
5. Expenditures for transportation activities that do not meet the definition of assistance as defined at 45 CFR 286.10.
6. Include transportation benefits (such as allowances, bus tokens, car payments, auto insurance reimbursement, and van services) provided to employed families (related either to their work or related job retention and advancement activities) and provided as a nonrecurring, short-term benefit (e.g., during applicant job search or to a recently employed family during a temporary period of unemployment).
7. Expenditures may include contributions to IDA (Individual Development Accounts) and other expenditures related to the operation of an IDA program that fall outside the definition of administrative costs.
8. Expenditures on nonrecurring, short-term benefits to families in the form of cash, vouchers, subsidies, or similar form of payment to deal with a specific crisis situation or episode of need and excluded from the definition of assistance on that basis.
9. Include expenditures for prevention of out-of-wedlock pregnancies activities, two-parent family formation, and maintenance activities that have not otherwise been reported.

EXHIBIT B

State MOE Payment and Reporting Schedule

SFY 2011: 7-1-2010 to 6-30-2011

Corresponding SFY 2011 IGA period:	12-1-2010 to 6-30-2010
MOE owed for corresponding SFY 2011 IGA period:	$1,878,172

SFY 2012: 7-1-2011 to 6-30-2012

Corresponding SFY 2012 IGA Period:	7-1-2011 to 6-30-2012
MOE owed for corresponding SFY 2012 IGA Period:	$3,219,724

SFY 2013: 7-1-2012 to 6-30-2013

Corresponding SFY 2013 IGA Period:	7-1-2012 to 6-30-2013
MOE owed for corresponding SFY 2013 IGA Period:	$3,219,724

SFY 2014: 7-1-2013 to 6-30-2014

Corresponding SFY 2013 IGA Period:	7-1-2013 to 8-31-2013
MOE owed for corresponding SFY 2013 IGA Period:	$536,621

Total MOE funding provided for the period 12-1-2010 to 8-31-2013: $8,854,241

EXHIBIT C
ACF-196 T

U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES

TRIBAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) ACF - 196T FINANCIAL REPORT

TRIBE NAME:	GRANT AWARD YEAR:		SUBMISSION
EMPLOYER ID NUMBER (EIN):	REPORT PERIOD: From: To:		ORIGINAL [ ] REVISED [ ] QUARTERLY [ ] FINAL [ ]

REPORTING ITEMS	COLUMN (A) FEDERAL TFAD FUNDS	COLUMN (B) STATE CONTRIBUTED MOE FUNDS	COLUMN (C) TRIBAL FUNDS	COLUMN (D) TANF EMERGENCY FUND
1. TOTAL FEDERAL FUNDS AWARDED	$	$		$
EXPENDITURES ON ASSISTANCE				
2a. Cash Assistance Payments (Basic Assistance)	$	$		$
2b. Other Assistance Expenditures	$	$		
2c. TOTAL ASSISTANCE EXPENDITURES	$	$		$
EXPENDITURES ON NON-ASSISTANCE				
3a. Administration	$	$		$
3b. Systems	$	$		$
3c. Other Non-Assistance Expenditures	$	$		$
3d. TOTAL NON-ASSISTANCE EXPENDITURES	$	$		$
TOTALS				
4. Total Expenditures	$	$		$
5. Unliquidated Balance	$			$
6. Unobligated Balance	$			$
7. Tribal Replacement Funds	$			

THIS IS TO CERTIFY THAT THE INFORMATION REPORTED ON ALL PARTS OF THIS FORM IS ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF

SIGNATURE: TRIBAL OFFICIAL		TYPED NAME, TITLE
DATE SUBMITTED	CONTROL NO. 0970-0148	PHONE NUMBER
FORM ACF-196T PAGE 1 OF 1	EXPIRATION DATE: 03/31/2010	EMAIL ADDRESS

EXHIBIT D
WA-TT-CR-01

TRIBAL TANF

STATE OF WASHINGTON TRIBAL QUARTERLY REPORT

TRIBE'S NAME:

CURRENT QUARTER ENDING DATE:

CASELOAD COUNT FOR THIS QUARTER:	MONTH OF QUARTER		
	1ST	2ND	3RD
All Cases: Unduplicated Case Count			
Child Only Cases: Unduplicated Case Count			
Single Parent Case: Unduplicated Case Count			
Two Parent Cases: Unduplicated Case Count			

STATE MOE FUNDING & EXPENDITURE DATA

FOR THIS CURRENT QUARTER

State Funds Transferred to Tribe: $

State Funds Expended by Tribe: $

SINCE INCEPTION OF THE TRIBAL TANF PROGRAM

Total Unspent State Funds: $

THIS IS TO CERTIFY THAT THE INFORMATION REPORTED ON ALL PARTS OF THIS FORM IS ACCURATE & TRUE TO THE BEST OF MY KNOWLEDGE & BELIEF

SIGNATURE: TRIBAL OFFICIAL **TYPED NAME, TITLE**

DATE: **PHONE NUMBER:**

Form # WA-TT-CR-01

EXHIBIT E

Performance Measures and WA-TT-PM-01

IGA – SPIPA TANF Performance Measurements

We will measure our performance based on the four purposes of TANF.

Purpose #1:

1. Work Participation Rates

Purpose #2:

2. Number of participants in subsidized employment.
3. Number of families leaving TANF due to earnings.
4. Number of participants engaged in WEX and educational programs.

Purpose #3:

5. The number of people who participate in prevention of out-of-wedlock activities.

Purpose #4:

6. The number of people who participate in maintenance and formulation of two- parent family activities.