

**FIFTH INTERGOVERNMENTAL AGREEMENT  
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)  
BETWEEN**

**THE TULALIP TRIBES AND THE WASHINGTON STATE DEPARTMENT OF SOCIAL  
AND HEALTH SERVICES**

**1. AUTHORITY**

**THIS AGREEMENT** is entered into between the Tulalip Tribes (hereinafter the Tribes) and the Washington State Department of Social and Health Services (hereinafter the Department), pursuant to their respective governmental authorities. The Tribes' Business Committee is authorized to enter into this Agreement under the Tribes' Constitution. 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 requires the Department to coordinate and cooperate with eligible Indian Nations 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 maintenance of effort funds (MOE) to the eligible Indian tribe. The Department and the Tribes 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.

The Department and the Tribes each have jurisdiction over domestic relations, including providing comprehensive welfare reform services and additional supportive services.

The Department and the Tribes recognize that the Tribes have a compelling interest as a sovereign nation in promoting and maintaining the governmental and cultural integrity of the Tribes. The parties recognize their respective sovereignty 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 Nations with approved TANF plans. The Tribes will provide services under its approved TANF plan in a manner that best serves the needs of its service area and population.

**2. PURPOSE**

The Department and the Tribes enter into this Agreement to transfer a fair and equitable amount of state maintenance of effort funds (MOE funds) to the Tribes and to work in partnership to coordinate state and tribal benefits and services. This Agreement is consistent with, and is intended to further, the declared national policy of moving recipients into work and time-limited assistance. At the same time, this Agreement also protects the best interest of families and children by providing an effective and efficient way by which these families and children may be maintained

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from the resources available to both the Department and the Tribes. The parties recognize that their ability to serve TANF families will be enhanced with the establishment of a process and procedure for the transfer of identified cases to ensure a seamless exchange of services.

The TANF Program goals are to empower Indian children and their families to reach their full potential and become healthy, productive and self-sufficient. Families will be given access and input into all programs and services needed to reach the goal of self-sufficiency. During the transition from TANF to work, the personal dignity, pride and cultural identity of recipients will be protected through their opportunity to make life-changing choices.

### 3. DEFINITIONS

The Department and the Tribes 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 Tribe or a state voluntarily terminates and cedes back (or returns) a TANF program to the other, 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 a 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.
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 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. Annual Report means a report consisting of all information, including

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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.

9. Single Point of Contact: means the DSHS office designated by the Department and the tribal office designated by the Tribes to facilitate the flow of operational information, about this Agreement, between the Tribes and the Department.

#### 4. THE DEPARTMENT AND THE TRIBES AGREE TO THE FOLLOWING

The Department and the Tribes 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 the Tribes' 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 the Tribes' TANF program,
3. Requirements for the use and reporting on State MOE funds, terms of a data share agreement, and measures of success for the Tribes' TANF program.
4. The IGA Performance Plan and Budget. See attached and incorporated Exhibit A.
5. Requests for Waiver (See attached and incorporated Exhibit E): A tribe must provide detailed information to OIP for each statutory or regulatory waiver it seeks. This includes the exact citation, the reason for the waiver request, and a detailed description of the tribe's proposed alternative to the statute or regulation.

a. Federal Waivers

DSHS will support a tribe in its efforts to petition the federal government to waive program requirements a tribe finds burdensome, unless DSHS finds that such a waiver is in direct conflict with federal statutes or inconsistent with the purposes of the program or the statute from which the program derives its authority. See 45 CFR 25 Chapter V, Part 900, Subpart K, Waiver Procedures, for guidance.

b. State Amendments

DSHS will support a tribe in its efforts to petition the State legislature to amend statutory provisions that a tribe finds burdensome unless DSHS finds that the provisions are inconsistent with the purposes of the program, or in conflict with program goals.

c. State Waivers

DSHS will support a tribe in its efforts to obtain waivers to departmental regulations in accordance with WAC 388-440-0001. See Exhibit E.

- i. To petition for a regulatory waiver, the Tribes will submit a written waiver request to the Office of Indian Policy and Support Services. The request must identify the regulation to be waived and the basis for the request.

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The request must explain the intended effect of the waiver, the impact upon the Tribes if the waiver is not granted, and the specific programs(s) to which the waiver will apply. It must also describe the policy, if any; the Tribes are adopting to replace the specific regulation to be waived.

- ii. The Secretary of DSHS or designee will make the final decision on all requests for exceptions to rules within 90 days after the Secretary receives a written waiver request. The Secretary's decision will be in writing. Appeals may be conducted through the dispute mechanism in effect between the tribe and DSHS.

d. Single Point of Contact:

Tisha McLean  
Interim 477/TANF & TCSP Director  
Tulalip Tribes  
6406 Marine Drive  
Tulalip, WA 98271  
(360) 716-4889

Martin Bohl  
Tribal Relations – TANF  
DSHS –ESA  
Community Services Division  
PO Box 45857  
Olympia, WA 98504-5857  
(360) 725-4656

- e. Technical Assistance: The Office of Indian Policy (OIP) and the Economic Services Administration are responsible for providing technical assistance to tribes relating to the elements included in this agreement. Routine program related communications may continue among DSHS and tribal program staff and need not go through OIP; however, it is advisable to inform OIP of significant issues, should they arise.

## 5. TFAP AND SERVICE POPULATION

The Tribes have an approved Tribal Family Assistance Plan (TFAP), which is incorporated by reference. The TFAP is effective from April 1, 2017 through March 31, 2020.

There has been a clarification and increase of two (2) zip codes. The scope of the TANF plan will not be substantially changed in its TFAP. The effective date of the Tribes TFAP is April 1, 2017. Consistent with its federally approved TFAP, the Tribes agrees to continue to serve all Indian families residing on the Tulalip reservation (in zip code 98271) and only tribal members residing in North Snohomish County in the following zip codes: 98271, 98270, 98259, 98206, 98287, 98201, 98292, 98223, 98258, 98205, 98207, 98203, 98291, 98204, 98208, 98290, 98296, 98272, and 98252.

The Department and the Tribes determined that there were 270 tribal families receiving public assistance benefits in 1994, based on the Tribes' identified service population as identified in their TFAP.

The Tribes have received federal approval of their TFAP indicating that they have 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 Nations with overlapping near reservation areas. If there is a change to the Tribes' service population under their federal TFAP and associated federal funding, the Tribes will notify the Department. The Department will adjust the State funds and the Intergovernmental Agreement with the Tribes accordingly to reflect these changes.

## 6. TRANSFER OF STATE FUNDING

- 1) For purposes of this Agreement, the state fiscal year (SFY) is July 1 to June 30.
- 2) Subject to availability of State MOE funds, and the provision of subsection 6 below, the Department agrees to transfer to the Tribes for the period April 1, 2017 to March 31, 2020, up to the amount of \$1,896,833 in State MOE funds. Payments will be made in accordance with the State MOE Payment and Reporting Schedule, Exhibit "B", attached hereto and incorporated herein.
- 3) The Department agrees to pay the annual MOE amounts to the Tribes in State Fiscal Year lump sum annual payments, after the receipt and acceptance by the Department of the completed A19-1A Invoice Voucher and receipt and acceptance of the reports required under Section 8 of the IGA. Payment shall be considered timely if made by the Department within thirty (30) calendar days after receipt of the properly completed A19-1A and reports.
- 4) The Department agrees to review submitted reports within twenty (20) days and immediately inform the Tribes regarding any missing information or documentation.
- 5) For each SFY's payment, the Tribes may submit an A19-1A invoice voucher and required reports as early as July 1 of the SFY for which the Tribes is requesting payment. However, each annual A19-1A must be submitted no later than thirty (30) days after the end of the requested reimbursement State fiscal year. Annual A19-1As submitted to the Department after these dates shall not be paid, unless authorized by the Secretary of the Department.
- 6) For each State fiscal year, if the Tribes 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 the Tribes for the next SFY(s).

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- 7) The Department agrees to adjust funding to the Tribes 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.
- 8) The Tribes will not charge the Department for services if the Tribes has charged or will charge the State of Washington or any other party, under any other contract or agreement, for the same services.
- 9) Payments are subject to availability of state legislatively appropriated funds.
- 10) The Department will notify the Tribes 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.

## **7. EXPENDITURE OF STATE MOE FUNDS**

The Tribes agrees to spend all funds received under this Agreement consistent with federal and state MOE requirements. The Tribes 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, RCW 74.08A.040. In addition to following these provisions, the Tribes must also comply with the federal Office of Management and Budget (OMB) Circulars A-87, A-133 and 45 CFR 92.

## **8. REPORTING ON THE USE OF STATE MOE FUNDS AND CASELOAD**

The Tribes agree to provide reports regarding its expenditure of State MOE funds to the Department according to the State MOE Payment and Reporting Schedule, Exhibit "B". MOE reports from the Tribes 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-2000-04) issued by the United States HHS, and incorporated by reference.

To report the State MOE funds expended and the number of families served, as well as performance measure data, the Tribes will complete and submit quarterly reports to the Department. Reports will be submitted no later than 40 days from the end of the quarter – i.e. by November 10<sup>th</sup>, February 10<sup>th</sup>, May 10<sup>th</sup> and August 10<sup>th</sup>.

Any funds received by the Tribes under this Agreement shall remain subject to the reporting requirements of this section at all times, notwithstanding the termination or conclusion of the funding period provided under this Agreement. To the extent that the Tribes retain and spend any funds subsequent to the termination or conclusion of the funding period under this Agreement, the Tribes shall submit all required reports no later

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than 40 days after the end of the calendar quarter in which State MOE funds are expended.

The reports will include the following:

1. Caseload Report: A caseload report will enable DSHS to know the number of eligible families served with the funds.
  - a. The Tribes will use the WA-TT-CR-01 Caseload reporting form. See Exhibit C.
2. Fiscal Report: A fiscal report will enable DSHS to know how the Tribes have used the provided MOE funds.
  - a. The Tribes will use the ACF-196T Tribal TANF Financial Report Form. See Exhibit D.
  - b. The Tribes will report on only State MOE funds utilizing the ACF-196T Tribal TANF Financial Report Form.
3. Agreed-upon performance measure data.
  - a. The Tribes will use the QIN TANF WA TT-04 reporting form. See attached and incorporated Exhibit F.

## **9. INCORPORATION OF GENERAL TERMS AND CONDITIONS**

This Agreement incorporates the current and future Indian Tribes and DSHS Agreement on General Terms and Conditions entered into by the Department and the Tribes by reference. To the extent that this Agreement may conflict with the terms contained within the Indian Tribes and DSHS Agreement on General Terms and Conditions, the terms contained within this Agreement control.

## **10. COMPLIANCE AND AUDITS**

The Tribes shall comply with all applicable federal and state laws and regulations governing the use of federal and state MOE funds and document and report that MOE funds are spent appropriately. The Tribes shall provide TANF services as described in its federally approved TFAP.

The Department and the Tribes agree the Tribes will provide a copy of the Tribal TANF Program's section of the most recent federally-required A-133 Single Audit Report to the Department, within thirty calendar days of the Tribes' submission of the report to the federal government.

## **11. SERVICES PROVIDED UNDER THE PLAN (TFAP)**

Consistent with its federally approved TFAP, the Tribes shall make the final determination of tribal membership of families applying for Tribal TANF services. The

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Tribes shall also determine whether such families meet the eligibility criteria for Tribal TANF services.

The Tribes 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, the Tribes shall promptly inform the Department of these changes or revisions.

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

## **12. IMPLEMENTATION AGREEMENTS**

The Department and the Tribes shall develop an Operating Agreement describing the working relationship between the Department of Social and Health Services Region 3 and the Tribes, including procedures for the effective transfer of cases and coordination of services that shall be performed by each party. This Operating Agreement shall also include provisions to ensure that a family receiving assistance under the Tribes' plan may not receive assistance from other state or tribal TANF programs.

The Department shall work in cooperation with the Tribes 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.

The Tribes have their own Title IV-D child support program.

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

## **13. LIABILITY OF TRIBES FOR FAILURE TO COMPLY WITH FEDERAL AND STATE MOE REQUIREMENTS**

Where the Tribes expend funds in a manner inconsistent with federal and State MOE requirements or cannot demonstrate that it spent funds consistent with State MOE requirements, the Tribes shall be liable to the Department in an amount equal to such funds as were improperly expended or are unaccounted for.

## **14. FUNDING REMEDIES**

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The Department may withhold funding under this Agreement for any of the following reasons:

1. The Tribes do not provide the Department with reports required under this Agreement in a timely fashion;
2. Reports provided by the Tribes lack required information;
3. The Department has a credible basis to believe that the Tribes are spending or have spent funds provided under this Agreement inconsistent with federal and State MOE requirements. Prior to withholding funding, under the authority of this Subsection 3 of Section 14 of the Agreement, the Department shall provide the Tribes with 45 days advance written notice.
4. The Tribes are unable to timely demonstrate that they spent funds under this agreement consistent with federal and State MOE requirements;
5. An A-133 audit or federal site visit concludes that the Tribes are either misusing federal funds, cannot properly document that expenditures were proper, or are out of compliance with federal TANF requirements; and
6. The Tribes otherwise do not comply with the terms and conditions of this Agreement.

The Department must first notify the Tribes in writing of the compliance issue and give the Tribes 90 days in which to cure the noncompliance.

In the event that the dispute is not resolved, the Tribes may utilize the dispute resolution process described in Section 15. Action taken under this section shall be suspended pending the outcome of any dispute resolution process.

### **15. DISPUTE RESOLUTION**

The Department and the Tribes agree to resolve disputes that arise as follows:

1. The Department and the Tribes shall first attempt to resolve the matter through informal discussions and negotiations.
2. If informal discussions prove unsuccessful, the Department and the Tribes 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 the Tribes. The cost shall be born equally by the Department and the Tribes.
3. If mediation does not resolve the dispute, then the parties agree to submit their dispute to arbitration before a Dispute Resolution Board. The Dispute Resolution Board shall consist of three (3) individuals, one (1) selected by the

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Department, one (1) selected by the Tribes and a third party to be chosen by the first two. The Dispute Resolution Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Dispute Resolution Board shall be final and binding on both parties.

## **16. AMENDMENT, WAIVER AND TERMINATION**

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

The funding under this Agreement is for the period April 1, 2017 to March 31, 2020, but is subject to any additional restrictions, limitations, or conditions imposed by state or federal laws or regulations during this time. Payments are subject to the availability of adequate federal and State MOE funds.

If there are changes to the federal or State TANF legislation, regulation, or funding structure that impacts either party, each reserves the right to terminate the funding and renegotiate this Agreement. The Department agrees to notify the Tribes in writing as early as possible of any potential funding or other issues that may require termination of this Agreement.

Either party may terminate the Agreement by giving the other party forty-five (45) calendar days' written notice.

Termination under this Agreement is the termination of funding, which means the Department's obligation to provide future payments of State MOE funds under Exhibit B and the Tribes' obligation to provide services with the future MOE funds.

## **17. FUNDS REMAINING AFTER THE CONCLUSION OR TERMINATION OF THE FUNDING PERIOD**

If State MOE funds provided under this Agreement remain unspent at the conclusion or termination of the funding period and the Tribes continues to operate a Tribal TANF Program, the Tribes must continue to abide by all other terms of this Agreement.

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

## **18. RETROCESSION**

If the Tribes choose 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. PERIOD OF FUNDING AND ENFORCEMENT**

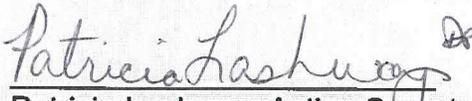
The funding period under this Agreement shall be from April 1, 2017 to March 31, 2020 unless otherwise extended or terminated under this Agreement.

**20. EXECUTION**

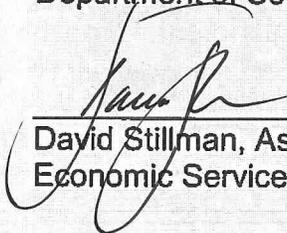
The following in their representative capacities hereby approve this Agreement.

  
Melvin Sheldon Jr., Chairman  
Tulalip Tribes Board of Directors

Date 3/28/17

  
Patricia Lashway, Acting Secretary  
Department of Social & Health Services

Date 4/19/2017

  
David Stillman, Assistant Secretary  
Economic Services Administration

Date 4/18/2017

**Exhibits:**

- A – Performance Plan and Budget
- B - State MOE Payment and Reporting Schedule
- C - WA-TT-CR-01, Caseload Report
- D - ACF 196T Tribal TANF Financial Report
- E – Request for Waiver
- F – TANF W-TT-04 Performance Measure Report

## **Exhibit A**

### **Performance Plan & Budget**

#### **Basic Assistance**

Cash payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e. for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

#### **Adult and Youth Employment & Training**

Paid work experience placements, on the job training reimbursements to the employer, college internships and education related expenses are allowable costs paid for eligible participants so that they may become self-sufficient. Youth employment and training include summer youth employment for 9<sup>th</sup> through 12<sup>th</sup> grade and Community Service Projects for 7<sup>th</sup> and 8<sup>th</sup> grade youth.

#### **Employment Training**

Classroom training includes staff, contractors, and material necessary to offer life skills training to obtain full time employment.

#### **Support Services**

Non-reoccurring short-term support services are provided to families to assist them in becoming self-sufficient, to remove a barrier, or to make sure the children are provided for.

Transitional services are offered to those participants that have gotten off the TANF grant, but are still in need of employment and training services for up to one year after their last TANF grant.

Diversion services are offered to eligible participants that meet the 250% poverty level. Funds are up to \$1500 and are to be spent within 12 months. Participants are eligible one time every five (5) years.

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**Case Management/Referrals**

Case management services are provided to each participant or assistance unit. The case manager positions are all encompassing, calculating grants, support services, referrals to appropriate internal Tulalip Tribal Programs, and monitoring monthly work participation requirements.

TANF Expenditure Category	Cash Assistance Payments	Other Assistance Expenditures	Administration	Systems	Other Non Assistance Expenditures
Expenditure Details					
1. Includes cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e. for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses)	\$58,069				
2. 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. Do not include transportation supports provided as a nonrecurring, short-term benefit (for example, during applicant job search). 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. Do not include child care provided as a nonrecurring, short-term benefit (for example, during applicant job search or to recently employed families who need child care extended during a temporary period of unemployment in order to maintain continuity of care). Do not include expenditures on pre-K activities or other programs designed to provide early childhood development or educational services (e.g., following the Head Start model).					
3. It includes the costs for general administration and coordination of this program, including contract costs for these functions and indirect (or overhead) costs. Some examples of administrative costs include, but are not limited to: 1. Salaries and benefits and all other direct costs not associated with providing program services to			\$80,000		

<p>Contract # individuals, including staff performing administrative and coordination functions;</p> <ol style="list-style-type: none"> <li>2. Costs for the good and services required for administration of the program such as the costs for supplies, equipment, travel, potage, utilities, and rental of office space and maintenance of office space.</li> <li>3. Travel costs incurred for official business.</li> <li>4. Management information systems not related to the tracking and monitoring of TANF requirements.</li> </ol>					
<p>4. System costs related to monitoring and tracking under the program for the period the report is being submitted.</p>				\$20,000	
<p>5. 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:</p> <ol style="list-style-type: none"> <li>1. Work subsidies payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, or training. Do not include expenditures related to payments to or on behalf of participants in community service and work experience activities as provided or allowed under the Tribe's TANF plan that are within the definition of assistance.</li> </ol>					

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| <p>2. Include 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. Do not include costs of early childhood education or after-school or summer enrichment programs for children in elementary or junior high school.</p> <p>3. Include expenditures on work activities or work expenses that have not been reported as education or work subsidies (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). Include such costs when provided as part of a diversion program or as transitional services to</p> |  |  |  |  |  |
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individuals who ceased to  
receive assistance due to  
employment.

4. Expenditures for child care that does not meet the definition of assistance. Include child care provided to employed families (related either to their work or related job retention and advancement activities) and child care provided as a nonrecurrent, 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. Include the value of 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).

6. Expenditures for the Department of Transportation Access to JOBS program. Column (A) must include only Federal TANF expenditures that are used as non-Federal match to meet matching requirements for the Department of Transportation

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Job Access program.

**Total Expenses**

\$58,069

\$80,000

\$20,000

## Exhibit B

### State MOE Payment and Reporting Schedule

SFY 2017: 7-1-2016 to 6-30-2017

Corresponding SFY 2017 IGA period:	4-1-2017 to 6-30-2017
MOE owed for corresponding SFY 2017 IGA period:	\$158,069

SFY 2018: 7-1-2017 to 6-30-2018

Corresponding SFY 201 IGA period:	7-1-2017 to 6-30-2018
MOE owed for corresponding SFY 2017 IGA period:	\$632,278

SFY 2019: 7-1-2018 to 6-30-2019

Corresponding SFY 201 IGA period:	7-1-2018 to 6-30-2019
MOE owed for corresponding SFY 2017 IGA period:	\$632,278

SFY 2020: 7-1-2019 to 6-30-2020

Corresponding SFY 201 IGA period:	7-1-2019 to 3-31-2020
MOE owed for corresponding SFY 2017 IGA period:	\$474,208

Total MOE funding provided for the period 4-1-2017 to 3-31-2020: \$1,896,833

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**EXHIBIT C**

**WA-TT-CR-01**

**TRIBAL TANF**

**STATE OF WASHINGTON TRIBAL QUARTERLY REPORT**

**TRIBE'S NAME:**

**CURRENT QUARTER ENDING DATE:**

<b>CASELOAD COUNT FOR THIS QUARTER:</b>	<b>MONTH OF QUARTER</b>		
	<b>1ST</b>	<b>2ND</b>	<b>3RD</b>
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**

Contract #

DATE:

PHONE NUMBER:

## EXHIBIT D ACF-196T

<b>U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</b> ADMINISTRATION FOR CHILDREN AND FAMILIES				
<b>TRIBAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) ACF - 196T FINANCIAL REPORT</b>				
TRIBE NAME:	GRANT AWARD YEAR:		SUBMISSION:	
EMPLOYER ID NUMBER (EIN):	REPORT PERIOD: From: _____ To: _____	ORIGINAL <input type="checkbox"/> REVISED <input type="checkbox"/>		
		QUARTERLY <input type="checkbox"/> FINAL <input type="checkbox"/>		
REPORTING ITEMS	COLUMN (A) FEDERAL TFAC FUNDS	COLUMN (B) STATE CONTRIBUTED INCE FUNDS	COLUMN (C) TRIBAL FUNDS	COLUMN (D) TANF EMERGENCY FUND
<b>1. TOTAL FEDERAL FUNDS AWARDED</b>	\$	\$		
<b>EXPENDITURES ON ASSISTANCE</b>				
<b>2a. Cash Assistance Payments (Basic Assistance)</b>	\$	\$		
<b>2b. Other Assistance Expenditures</b>	\$	\$		
<b>2c. TOTAL ASSISTANCE EXPENDITURES</b>	\$	\$		
<b>EXPENDITURES ON NON-ASSISTANCE</b>				
<b>3a. Administration</b>	\$	\$		
<b>3b. Systems</b>	\$	\$		
<b>3c. Other Non-Assistance Expenditures</b>	\$	\$		
<b>3d. TOTAL NON-ASSISTANCE EXPENDITURES</b>	\$	\$		
<b>TOTALS</b>				
<b>4. Total Expenditures</b>	\$	\$		
<b>5. Unobligated Balance</b>	\$	\$		
<b>6. Unobligated Balance</b>	\$	\$		
<b>7. Tribal Replacement Funds</b>	\$	\$		
<b>I HEREBY CERTIFY THAT THE INFORMATION REPORTED ON ALL PARTS OF THIS FORM IS ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF</b>				
SIGNATURE TRIBAL OFFICIAL		TYPED NAME, TITLE		
DATE SUBMITTED:		CONTROL NO. 1970-4248		PHONE NUMBER:
FORM ACF-196T PAGE 1 OF 1		EXPIRATION DATE: 03/31/2000		EMAIL ADDRESS:

Contract #

## Exhibit E IGA Amendment Form



STATE OF WASHINGTON  
DEPARTMENT OF SOCIAL AND HEALTH SERVICES  
Office of Indian Policy  
PO Box 45105, Olympia WA 98504-5105

### Intergovernmental TANF Agreement Amendment Form

Indian Nation: Tribe

Tribal Plan Contract Number: XXXX-XXXXX

Amendment Number: 2010-0X-0X

ACD Amendment Number XXXX-XXXXX-XX

Amending: (check all that apply)

IGA       Plan       Budget       Other

Administration/Program and Page of agreement: See below

Reason for change:

Change:

By their signatures below, the parties agree to and certify that they are authorized, as representatives of their respective governments, to sign this Amendment regarding the Contract Consolidation Project.

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

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

Washington State Department of Social and Health Services

**Exhibit F**

**TANF W-TT-04 Performance Measure Report**

<b>TANF W-TT-04 Performance Measure Report</b>			
<b>Reporting Year:</b>		<b>Reporting Quarter:</b>	
<b>Month of Quarter:</b>			
	<b>First</b>	<b>Second</b>	<b>Third</b>
<b>1. Work Participation: Monthly work participation percentage rate as referenced in the Tribal Family Assistance Plan TFAP. (See TFAP Section 8, page 9).</b>			
<b>2. Transitional Services: Participation of clients both "engaged" in and having "completed" Transitional Services.</b>			
<b>3. Engaged in TANF Employment &amp; Training Program: To include Volunteer and Work Experience Placements, On the Job Training, Job Club, Classroom Training, GED participation, and one on one employment and training assistance.</b>			
<b>4. Youth Advocacy: To include number of TANF youth engaged in school visits, truancy court, and TANF sponsored youth prevention/educational activities.</b>			

