



## LOWER ELWHA KLALLAM TRIBE

ʔəʔtχ<sup>wə</sup> nəx<sup>w</sup>sʔayəm "Strong People"

2851 Lower Elwha Road  
Port Angeles, WA 98363

Phone: 360.452.8471  
Fax: 360.452.3428

January 20, 2011

Mike Mowrey  
Tribal Relations Program Administrator – TANF  
State Tribal Relations Unit  
Community Services Division  
Economic Services Administration  
Dept. of Social and Health Services  
PO Box 45857  
Olympia, WA 98504-5857

Re: Lower Elwha TANF Intergovernmental Agreement

Dear Mr. *Mike* Mowrey,

Enclosed you will find two copies of the intergovernmental agreement between the Lower Elwha Klallam Tribe and the Washington State Department of Social and Health Services. They have been signed by our Chairwoman, Frances Charles. As we discussed, please have them signed by the necessary parties on your end and return an original copy to me as soon as reasonably possible.

I would also like to thank you for your work on this document. You were of great help and a pleasure to work with.

Sincerely, and with warm regards,

Trent S.W. Crable, Associate General Counsel  
Lower Elwha Klallam Tribe

**INTERGOVERNMENTAL AGREEMENT  
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES**

Between The

**LOWER ELWHA KLALLAM TRIBE DEPARTMENT OF SOCIAL SERVICES**

And

**THE WASHINGTON STATE**

**DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

**1. AUTHORITY**

This agreement is entered into between the Department of Social Services of the Lower Elwha Klallam Tribe (DSSLEKT or Tribe) and the Washington State Department of Social and Health Services (Department or DSHS) under their respective governmental authorities. The DSSLEKT is authorized to enter into this Agreement by a Tribal Resolution approved by the Lower Elwha Klallam Tribal Council. The Department is authorized to enter into this Agreement by the Interlocal Cooperation Act, RCW 39.34.

RCW 74.08A.040 authorizes the State 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.

Section 412 of the Social Security Act requires payment of federal TANF funds to Indian Nations with approved TANF plans. The Tribe will provide services under its approved TANF plan in a manner that best serves the needs of its service area and population.

**2. PURPOSE**

It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes. The DSSLEKT and the Department enter into this Agreement to:

- Transfer state maintenance of effort funds (MOE funds) from the Department to DSSLEKT.
- Work in partnership to coordinate state and tribal benefits and services.

- Recognize the government-to-government relationship between the Tribe and the United States Government.
- Honor the Tribe's inherent right to design and operate culturally relevant and appropriate programs on behalf of the population served.
- Increase the quality and efficiency of state and tribal benefits and services to Washington State native people and other eligible clients served by the Tribe.

The purpose of this Agreement is to assist both the Department and DSSLEKT in carrying out their respective authorities and responsibilities. The parties recognize and acknowledge that implementation of the Agreement is an appropriate exercise of the Tribe's authority as a sovereign government.

An additional purpose of this Agreement is to provide for the continued process and procedures established for the mutual exchange of information and to allow the Tribe to apply its own program rules and regulations in appropriate cases. The establishment of these procedures is in the best interests of the Indian families and especially Indian children who have a need to receive required financial support.

### 3. DEFINITIONS

DSSLEKT and the Department agree to the following definitions for the purposes of this Agreement.

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 (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. Available DSHS MOE funding can be found in the enacted budgets.
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. HHS: United States Department of Health and Human Services.
  9. Annual Report: means a report consisting of all information, including 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.
  10. Client: means an individual, or family, that is eligible for services under the terms of this Agreement.
  11. General Terms and Conditions (GT&Cs): means the current "DSHS and Indian Nation Agreement on General Terms and Conditions" in effect between the Parties.
  12. Intergovernmental TANF Agreement, IGA, or Agreement: means this Agreement between DSSLEKT and the Department.
  13. Monitoring: includes any planned and ongoing or periodic activity that measures and ensures DSSLEKT's compliance with the terms, conditions, and requirements of this Agreement and DSSLEKT's current and approved Tribal Consolidated Services Plan.
  14. Parties: means DSSLEKT and DSHS, who are the Parties to this Agreement.
  15. Program Agreement: means any DSHS Indian Nation Program Agreement; Interagency Agreement; Indian Nation Intergovernmental Work Order; or Core Provider Agreement in effect between DSSLEKT and DSHS.
  16. Single Point of Contact: means the DSHS office designated by the Department and the tribal office designated by DSSLEKT to facilitate the flow of operational information about this Agreement between the tribe and the Department.
  17. Statute: means any federal, tribal, or state law now in existence or any successor, amended, or replacement law.

#### 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 Agreement by reference, except where this Agreement differs from the GT&Cs.
2. The Parties agree to follow the process and reporting established in the current Tribal-State MOE Participation Partnership Plan in Tribal TANF guidelines published by the Department's Office of Indian Policy.
3. Performance Plan and Budget attached and incorporated as Exhibit A.

#### 5. TFAP AND SERVICE POPULATION

1. DSSLEKT has an HHS approved Tribal Family Assistance Plan (TFAP), which is incorporated by reference. The TFAP is effective from October 1, 2010, to September 30, 2013.
2. Consistent with its federally approved TFAP, the Tribe agrees to continue to serve all Indian families as defined in the TFAP residing in the area contained within the Hoko River to the west, the Strait of Juan de Fuca to the north, McDonald Creek to the east, and the Olympic National Park and/or Forest boundary to the south.
3. The Department and DSSLEKT determined that there were 120 tribal families receiving public assistance benefits in 1994, based on DSSLEKT's identified service population as identified in their TFAP.
4. The Tribe has 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 DSSLEKT's service population or geographic area under their federal TFAP and associated federal funding, the Tribe will notify the Department. The Department will adjust the State funds and the Intergovernmental Agreement with the Tribe accordingly to reflect these changes.

## 6. TRANSFER OF STATE FUNDING

1. For purposes of this Agreement, the state fiscal year is July 1 to June 30.
2. Subject to availability of State MOE funds and the provisions of subsection 7 below, the Department agrees to transfer to DSSLEKT for the period January 1, 2011, through September 30, 2013, up to \$1,702,476 in State MOE funds. Payments will be made in accordance with the State MOE Payment and Reporting Schedule, Exhibit B, attached and incorporated.
3. The Department agrees to pay the annual MOE amounts to the Tribe 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 7 of the IGA. Payment shall be considered timely if made by the Department within thirty calendar days after receipt of properly completed A-19 and reports.
4. For each SFY's payment, the Tribe may submit an A-19 invoice voucher and required reports as early as July 1 of the SFY for which the Tribe is requesting payment. However, each annual A-19 must be submitted no later than thirty days after the end of the requested reimbursement state fiscal year. Annual A-19s submitted to the Department after these dates shall not be paid, unless authorized by the Secretary of the Department.
5. The Department agrees to timely review submitted A-19s and timely inform DSSLEKT regarding any missing information or documentation.
6. The Department agrees to adjust funding to DSSLEKT under this Agreement in accordance with any legislative action, provided that in the event there are significant changes impacting either Party, each reserves the right to renegotiate this Agreement at any time.
7. For each state fiscal year (SFY), if DSSLEKT does not spend MOE funds in an amount equal to the MOE funding awarded for this annual period, the difference between the amount awarded and the amount spent will be subtracted from the MOE funding awarded to DSSLEKT for the next SFY(s).
8. DSSLEKT will not charge the Department for services if DSSLEKT has received or will receive payment for the same services from the State of Washington or any other party under any other contract or agreement.
9. Payments are subject to availability of state legislatively appropriated funds.

10. The Department will notify the Tribe of any projected or anticipated budget increase or decrease that affects any program or service contained in its TFAP. This includes one-time surplus funding that could be obligated for unmet needs in services and program development.

## 7. REPORTING

1. The Department reserves the right to redistribute unspent funds for cause with prior notice to DSSLEKT. (POLICY NOTE: based on reconciliation the next fiscal year funding may be adjusted, or if a tribe has spent less than 70% of its SFY budgeted annual funds through the SFY 3<sup>rd</sup> quarter reporting period, funds may be redistributed to other tribes.)
2. The Parties acknowledge that if additional reporting requirements are imposed on the state that necessitates additional reporting by DSSLEKT, DSSLEKT will submit additional reports upon reasonable notice of the requirement.
3. 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.
4. By July 31 of each year, DSSLEKT shall send electronic copies of its single annual report for the previous year to:

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

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

7. The Department's use of information contained in tribal reports is limited to the purposes for which the reports were required. Unless expressly approved by DSSLEKT, the Department will not use tribal information or data to generate revenue or indirect services that will not directly benefit DSSLEKT.
8. DSSLEKT 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.
9. DSSLEKT shall furnish an electronic copy of the executive summary from its most recent annual audit to the Department no later than the due date for filing with the Federal Government. The audit shall comply with the Single Audit Act, as amended.

#### State MOE Funds and Caseload

10. DSSLEKT agrees to provide to the Department timely and complete quarterly reports 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 DSSLEKT of any missing information or documentation.
11. MOE and caseload reports from DSSLEKT 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 HHS, and incorporated by reference.
12. To report the State MOE funds expended, each quarter DSSLEKT will complete and submit to the Department reporting form ACF-196T Tribal TANF Financial Report Form, which is attached and incorporated as Exhibit C. The ACF-196T reporting form will be submitted within forty days of the end of each quarter of the federal fiscal year – i.e., by November 10<sup>th</sup>, February 10<sup>th</sup>, May 10<sup>th</sup>, and August 10<sup>th</sup>.
13. To report the number of families served, each quarter DSSLEKT will complete and submit 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 forty days of the end of each quarter of the federal fiscal year – i.e., by November 10<sup>th</sup>, February 10<sup>th</sup>, May 10<sup>th</sup>, and August 10<sup>th</sup>.
14. Any funds received by DSSLEKT 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 DSSLEKT retains and spends any funds after the termination or conclusion of the funding period under this Agreement, DSSLEKT shall submit all required reports no later than forty days after the end of the calendar quarter in which State MOE funds are expended.

#### Performance Measure Data

15. To report the agreed upon performance measure data DSSLEKT shall submit form WA-TT-LEKT-03, which is attached and incorporated as Exhibit E. The performance measure data will be submitted within forty days after the end of each quarter of the federal fiscal year – i.e., by November 10<sup>th</sup>, February 10<sup>th</sup>, May 10<sup>th</sup>, and August 10<sup>th</sup>.

#### **8. RESPONSIBILITIES OF DSSLEKT**

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

Social Services Director  
Lower Elwha Klallam Tribe  
3080 Lower Elwha Road  
Port Angeles, WA 98363

2. DSSLEKT 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. DSSLEKT and Department shall comply with all applicable federal and state laws and regulations and OMB circulars governing the use of state MOE funds.
4. Consistent with its federally approved TFAP, DSSLEKT shall make the final determination of tribal membership of families applying for Tribal TANF services. DSSLEKT shall also determine whether such families meet the eligibility criteria for Tribal TANF services.
5. DSSLEKT 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, DSSLEKT shall promptly inform the Department of these changes or revisions.

6. If DSSLEKT requests an amendment to its TFAP which would have a significant financial impact on the Department, DSSLEKT shall also notify the Department of such request and provide a copy of the proposed amendment. The Department and DSSLEKT shall negotiate and reach agreement regarding any amendments to the TFAP, which would have an impact on this Agreement before DSSLEKT implements the amendment. DSSLEKT agrees to give the Department notice when such amendments are approved.
7. Before the end of the period covered by DSSLEKT's current and approved TFAP, DSSLEKT will submit to the Department its new TFAP and an official request for a fiscal amendment for State MOE funds for the next period.

## 9. 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  
Department of Social and Health Services  
PO Box 45857  
Olympia, WA 98504-5857  
Phone (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 DSSLEKT regarding DSSLEKT's 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 DSSLEKT, the Department will support DSSLEKT in its efforts to obtain waivers of regulatory requirements associated with the services in its Tribal Plan.
5. The Department shall honor tribal law that meets or exceeds the requirements set forth in federal or state law as it pertains to this Agreement.

6. Compliance Testing.
  - a. The Department may test compliance with the terms of this Agreement in a combination of ways, including:
    - i. Review of an Annual Report submitted by DSSLKET to the Department; and
    - ii. Review of the Executive Summary and related documents from DSSLEKT's federal Single Audit Act audit.
  - b. The Department will notify DSSLEKT at least thirty calendar days before any on-site inspection and, at the request of DSSLEKT, consider cultural or tribal activities that might take precedence when scheduling on-site visits.

## 10. IMPLEMENTATION AGREEMENTS

1. The Department and DSSLEKT shall complete (or update) an Operating Agreement describing the working relationship between the Department of Social and Health Services Region #6 and DSSLEKT, 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 DSSLEKT's TFAP may not receive assistance from another state or tribal TANF program.
3. The Department shall work in cooperation with DSSLEKT 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. DSSLEKT does not have its own Title IV-D child support program.
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 DSSLEKT will sign a data share agreement as a condition of receiving State MOE funds under this Agreement.

## 11. LIABILITY OF DSSLEKT FOR FAILURE TO COMPLY WITH FEDERAL AND STATE MOE REQUIREMENTS

1. Where DSSLEKT expends funds in a manner inconsistent with federal and state MOE requirements or cannot demonstrate that it spent funds consistent with State MOE requirements, DSSLEKT shall be liable to the Department only for an amount equal to the funds that were improperly expended or are unaccounted for.
2. The Tribe does not waive its sovereign immunity from suit by entering into this arrangement, and nothing in this agreement shall be construed to imply such a waiver. The Tribe agrees, however, to the enforcement of the liability provision of subsection one of this Section 11 but only under the express provisions of Section 13 of this agreement.

## 12. FUNDING REMEDIES

1. The Department maintains the authority to withhold funding under this Agreement for any of the following reasons:
  - a. DSSLEKT does not provide the Department with reports required under this Agreement in a timely fashion;
  - b. Reports provided by DSSLEKT lack required information;
  - c. The Department has a credible basis to believe that DSSLEKT is spending or has spent funds provided under this Agreement inconsistent with federal and state MOE requirements. The Department shall notify DSSLEKT at least forty-five days before withholding funding, under the authority of this subsection 1 of Section 12 of the IGA.
  - d. DSSLEKT is unable to timely demonstrate that it spent funds under this agreement consistent with federal and state MOE requirements;
  - e. An A-133 audit or federal site-visit concludes that DSSLEKT is either misusing federal funds, cannot properly document that expenditures were proper, or is out of compliance with federal TANF requirements; and
  - f. DSSLEKT otherwise does not comply with the terms and conditions of the IGA.
2. The Department may take action authorized under this Section immediately despite any dispute resolution provisions provided in Section 13. The

Department has the option of notifying DSSLEKT in writing of the compliance issue and giving DSSLEKT a reasonable time to cure the noncompliance.

3. If DSSLEKT wishes to contest Department action taken under this section, it may do so by using the dispute resolution process described in Section 13. Action taken under this section, however, shall continue and remain in effect pending the outcome of any dispute resolution process.

### 13. CONFLICT RESOLUTION

1. The Parties agree to work cooperatively to accomplish all of the terms of this Agreement. The parties acknowledge, however, that there may be instances when either DSSLEKT or the Department has not complied with the conditions of this Agreement or that clarification is necessary to interpret provisions of this Agreement. In such an instance, the parties shall attempt to resolve the matter through informal discussions. If unsuccessful, the parties agree to refer the matter to non-binding mediation.
2. Either Party may request that a mediator be selected to assist in resolving any conflict or dispute. The mediator shall be jointly selected and shall be approved by both parties. The cost of a mediator shall be born equally by DSSLEKT and the Department, with neither Party using funds dedicated for the programs or services contained in this Agreement.
3. If mediation cannot resolve the conflict or dispute, then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three people: one selected by DSSLEKT, one selected by the Department, and a third person to be chosen by the first two. The Disputes Board shall review all issues, concerns, and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Disputes Board shall be final and binding on both parties. The cost of the Disputes Board shall be born equally by DSSLEKT and the Department, with neither Party using funds dedicated for the programs or services contained in this Agreement.

For the purposes of this agreement, this Section 13 supersedes Section 8, Disputes, contained in the current "DSHS and Indian Nation Agreement on General Terms and Conditions."

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

1. This Agreement or any provision may be altered, amended, or waived by written agreement signed by both Parties. The Parties agree to follow the amendment process established in the current Tribal-State MOE Participation Partnership Plan guidelines published by the Department's Office of Indian Policy.
2. For this Agreement, either Party may terminate the Agreement forty-five calendar days or later after notifying the other Party in writing.
3. 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 DSSLEKT's obligation to provide services with the future MOE funds are dissolved upon termination of the agreement.
4. This section applies if DSSLEKT continues to receive federal funding and operates a Tribal TANF Program. If DSSLEKT terminates both federal and state funding and their entire Tribal TANF Program, then it is a retrocession covered under Section 16.

#### **15. THE CONCLUSION OR TERMINATION OF THE FUNDING PERIOD**

1. 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.

#### **16. RETROCESSION**

1. If DSSLEKT chooses to retrocede its Tribal TANF program before the end of its three-year plan, it agrees to provide the Department with notification on the same day 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 calendar days of the retrocession date.

**17. TERM**


1. This Agreement shall become effective January 1, 2011, and end on September 30, 2013, unless extended or terminated before that date, as provided herein.

**18. SURVIVABILITY**

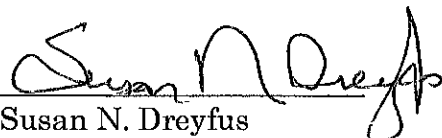
1. The terms and conditions contained in this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive.

**19. EXECUTION**

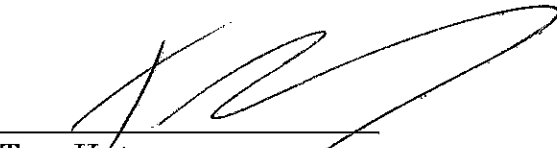
The following representatives, by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.

  
 Frances G. Charles  
 Chairwoman  
 Lower Elwha Klallam Tribe

Date 01/19/11

  
 Susan N. Dreyfus  
 Secretary  
 Department of Social & Health Services

Date 2/4/11

  
 Troy Hutson  
 Assistant Secretary  
 Economic Services Administration

Date 2/2/11

**Exhibits:**

- A – Performance Plan and Budget
- B - State MOE Payment and Reporting Schedule
- C - ACF-196T Tribal TANF Financial Report
- D - WA-TT-CR-01, Caseload Report
- E – WA-TT-LEKT-03, Performance Measure Report

## Exhibit "A"

## Budget Narrative

LOWER ELWHA TRIBE TANF PROGRAM			
Budget Narrative			
<b>A. Personnel</b>	<b>The total for this line item consists of the salaries of 10 positions</b>		<b>\$250,865</b>
1. TANF Benefits Manager : 2080 hours per year	TOTAL COST:	\$43,139	
2. TANF Case Manager: 1560 per year	TOTAL COST:	\$32,354	
3. TANF Case Manager: 2080 hours per year.	TOTAL COST:	\$41,163	
4. TANF Eligibility Specialist: 2080 hrs. per yr.	TOTAL COST:	\$32,594	
5. TANF Heritage Center Manager , 2080 hours per year	TOTAL COST:	\$31,013	
6. TANF Employment and Training Specialist, 2080 hours	TOTAL COST:	\$37,398	
7. Child Development Specialist: 520 hours per year.	TOTAL COST:	\$8,913	
8. Crime Victim Advocate: 367 hours per year.	TOTAL COST:	\$6,445	
9. Heritage Center Receptionist. 2080 hours per year.	TOTAL COST:	\$17,846	
<b>B. Fringe</b>			<b>\$102,454</b>
(Fringe package includes SUTA, FICA, FICA Medicare, I. & J Tax, Medical, Vision, Life, Retirement and Annual Leave) This rate is consistent with the fringe package provided by the TRIBE			
1. TANF Benefits Manager :	TOTAL COST:	\$15,904	
2. TANF Case Manager	TOTAL COST:	\$14,123.	
3. TANF Case Manager	TOTAL COST:	\$15,172	
4. TANF Eligibility Specialist	TOTAL COST:	\$14,152	
5. TANF Heritage Center Manager	TOTAL COST	\$11,338	
6. TANF Employment and Training Specialist,	TOTAL COST	\$13,963.	
7. Child Development Specialist: does not include Medical, Vision and Life Insurance	TOTAL COST	\$10,488	
8. Crime Victim Advocate: does not include Medical, Vision			

and			
and Life Insurance	TOTAL COST:	\$3,330	
9. Heritage Center Receptionist. 64% of salary.	TOTAL COST:	\$11,338.	
<b>C. Equipment Rental</b>			\$ 5,000
1. Pacific Office Equipment Inc Lease of copy machine		\$1,919	
2. Lease Group Resources		\$1,431	
3. Security Services Alarm (Social Services)		\$ 200	
4. Capacity Provisioning, Inc		\$ 250	
5. Other (Security for Heritage Center)		\$1,200	
<b>D. Supportive Services</b>			\$ 73,392.00
1. Rental	Assistance (Limit of \$600.00 per request, limit of 2 per year)	\$ 9,601	
2. Transportation, Bus	Passes (Limit of \$450. Per program year.)	\$ 2,574	
3. Gas	Vouchers (\$35.00 voucher, only to assist in meeting FSP goals)	\$ 2,023	
4. Vehicle Repair	(\$500. Per request, limit of 1 per year.)	\$ 4,089	
5. License/Fee	(\$130.00 once per year)	\$ 1,635	
6. Work clothing-	Adults \$100.00 per eligible adult twice per program year	\$ 6,315	
7. School clothing child	\$100.00 per child , Two times per year	\$ 24,450	
8. Education Expenses	Adults \$100.00 - One time per quarter or semester	\$ 3,013	
9. School Supplies Child	\$50. 00 per child - One time per year	\$ 2,054	
10. Diapers for child	\$40.00, Limit of \$160.00 per program year (<2yrs )	\$ 6,150	
11. Food Vouchers	Limit \$100.00, once per month, 4 per program year	\$ 3,701	
12. Hygiene (Personal, Cleaning)	\$30.00 per request, maximum of \$90.00 per program yr.	\$ 4,050	

13. Costs/ dues necessary to begin employment	\$100.00 maximum for each due or fee. Once per type per program year	\$ 1,000	
14. Driver's license, endorsements or education	\$400.00 Per year	\$ 2,737	
<b>E. PRINTING AND DUPLICATION</b>			\$0.00
<b>F. PROFESSIONAL SERVICES AND CONSULTANT</b>			11,441
1. Eaglesun Systems TANF Contractual maintenance		\$ 2,000	
2. Conference - Trainer Speakers		\$ 2,000	
3. Cultural Consultant, Beading, Carving, Drum Making		\$ 7,441	
<b>G. SUPPLIES</b>			\$ 27,141
1. Meeting supplies: Snacks for 24 meetings @ \$50.00 per meeting		\$ 1,000	
2. Conference Facility: lodging for out of town speakers		\$ 1,000	
3. Printing: Costs for registration and other conference material		\$ 500	
4. Office supplies necessary supplies for conducting business of TANF program		\$ 9,349	
5. ICW sup portative services supplies and food vouchers		\$ 5,402	
6. Supplies for Culture Classes at Heritage Center		\$ 7,790	
7. Peninsula Daily News		\$ 500	
8. Postage		\$ 1,000	
10. Family Night Snacks \$50. per meeting held on time per month		\$ 600	
<b>H. TELEPHONE</b>			\$ 2,000
1. Cell phone for two staff at \$100 per month and purchase of cell phone		\$2000	
<b>I. INTERNET</b>			\$0.00
<b>J. TRAINING AND CONFERENCES</b>			\$2,000
1. TANF mandatory training for staff of 5, as needed, training needs to be determined by supervisor and training available		\$ 2,000	

<b>K. TRAVEL AND MEALS</b>			\$ 2,000
1. Local travel at federal rate, to meetings, home visits, etc		\$ 500	
2. Travel out of area for meetings and training		\$ 1,000	
3. Other		\$ 500	
<b>L. UTILITIES</b>			\$ 12,434.00
1. PUD # 1 Social services per year		\$ 2,270	
2. Murray's Disposal Social Services		\$ 1,872	
3. LE Utility Board		\$ 1,092	
4. City of Port Angeles: Heritage center @\$600. per month		\$ 7,200	
<b>M. VEHICLE LEASE</b>			\$ 3,600.00
1. Lease of GSA Vehicle @\$300.00 per month			
Other Expenses			
<b>Total Direct Expenditures</b>		492,336.99	
<b>INDIRECT 18.60%</b>		97,046.00	
<b>TOTAL REVENUES</b>		<b>\$ 619,081.99</b>	
<b>Total Indirect Expenditures</b>			-
<b>TOTAL EXPENDITURES</b>			
<b>Excess Revenue (Over) Under Expenditures</b>			

<b>ANNUAL BUDGET</b>		
<b>TOTAL REVENUES</b>		<b>\$ 619,082.00</b>
<b>Expenditures</b>		
<b>DIRECT</b>		
Salaries & Wages		250,865.00
FICA Tax		15,554.00
Medicare		3,638.00
State Unemployment		5,017.00
L & I Tax		652.00
Life Insurance		435.00
Medical/Health Insurance		55,356.00
Vision Insurance		620.00
Retirement		5,017.00
Annual leave		16,175.00
<b>TOTAL FRINGE</b>		<b>102,464.00</b>
<b>TOTAL WAGES AND FRINGE</b>		<b>353,329.00</b>
Equipment-Rental		5,000.00
Food		
<b>Supportive Services</b>		<b>83,642.00</b>
Printing & Duplication		4,000.00
Professional Services-Consult		22,000.00
Supplies		27,531.00
Telephone		4,000.00
Internet		
Training & Conferences		3,000.00

Travel & Meals		3,500.00
Utilities		12,434.00
Vehicle Lease		3,600.00
Other Expenses		
<b>TOTAL PROGRAM COSTS</b>		<b>168,707.00</b>
<b>Total Direct Expenditures</b>		<b>522,036.00</b>
<b>INDIRECT 18.60%</b>		<b>97,046.00</b>
<b>Total Indirect Expenditures</b>		
<b>TOTAL EXPENDITURES</b>		<b>619,082.00</b>

**EXHIBIT B****Lower Elwha Klallam Tribe, Tribal TANF Program  
State MOE Payment and Reporting Schedule**SFY 2011: 7-1-2010 to 6-30-2011

Corresponding SFY 2011 IGA period: 1-1-2011 to 6-30-2011  
MOE owed for corresponding SFY 2011 IGA period: \$309,541

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: \$619,082

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: \$619,082

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

Corresponding SFY 2014 IGA Period: 7-1-2013 to 9-30-2013  
MOE owed for corresponding SFY 2013 IGA Period: \$154,771

Total MOE funding provided for the period 1-1-2011 to 6-30-2013: \$1,702,476

Exhibit C  
ACF-196T

**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 (EN):	REPORT PERIOD: From: To:	ORIGINAL [ ] or REVISED [ ] QUARTERLY [ ] or FINAL [ ]

REPORTING ITEMS	COLUMN (A) FEDERAL TRAG FUNDS	COLUMN (B) STATE CONTRIBUTED MOE FUNDS	COLUMN (C) TRIBAL FUNDS
<b>1. TOTAL FEDERAL FUNDS AWARDED</b>	\$	\$	\$

**EXPENDITURES ON ASSISTANCE**

2a. Cash Assistance Payments	\$	\$	\$
2b. Other Assistance Expenditures	\$	\$	\$
<b>2c. TOTAL ASSISTANCE EXPENDITURES</b>	\$	\$	\$

**EXPENDITURES ON NON-ASSISTANCE**

3a. Administration	\$	\$	\$
3b. Systems	\$	\$	\$
3c. Other Non-Assistance Expenditures	\$	\$	\$
<b>3d. TOTAL NON-ASSISTANCE EXPENDITURES</b>	\$	\$	\$

**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. 0970-0345 \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_

FORM ACF-196T PAGE 1 OF 1 EXPIRATION DATE: 07/31/2011 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			
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Two Parent Cases: Unduplicated Case Count			
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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

*Frances G. Charles*

Frances G. Charles, <sup>Tribal</sup> Chairwoman

DATE: 01-19-11

360 452-8471

PHONE NUMBER:

Form # WA-TT-CR-01

**EXHIBIT E  
PERFORMANCE MEASURES REPORT**



**Lower Elwha Klallam Tribe**

**State of Washington Quarterly Report  
on Performance Measures**

**Quarter ending: \_\_\_\_\_**

PERFORMANCE MEASURES	
<p><u>Work Participation Rate:</u> The LEKT will meet or exceed the annual work participation rate set in the TFAP.</p>	<p>% _____</p>
<p>The LEKT will report the average number of months on assistance for non-exempt families (required to participate in work activities).</p>	<p># _____</p>
<p>The LEKT will report the number of families leaving TANF due to earnings (earnings that exceed eligibility criteria).</p>	<p># _____</p>
<p>The LEKT will report the number of clients working toward completing a General Education Degree (GED) or high school diploma.</p>	<p>Enrolled: # _____ Completed: # _____</p>

WA-TT-LEKT-03