

INTERGOVERNMENTAL AGREEMENT
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
BETWEEN
THE LOWER ELWHA KLALLAM TRIBE AND THE WASHINGTON STATE
DEPARTMENT OF SOCIAL AND HEALTH SERVICES

1. AUTHORITY

THIS AGREEMENT is entered into between the Lower Elwha Klallam Tribe (hereinafter the Tribe) and the Washington State Department of Social and Health Services (hereinafter the Department), pursuant to their respective governmental authorities. The Tribe's Business Committee is authorized to enter into this Agreement under the Tribe's 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 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 maintenance of effort funds (MOE) to the eligible Indian tribe. The Department and the Tribe 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 Tribe each have jurisdiction over domestic relations, including providing comprehensive welfare reform services and additional supportive services.

The Department and the Tribe recognize that the Tribe has a compelling interest as a sovereign Tribe in promoting and maintaining the governmental and cultural integrity of the Tribe. 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 and RCW 43.376.

Section 412 of the Social Security Act requires payment of federal TANF funds to Indian Tribes 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

The Department and the Tribe enter into this Agreement to transfer a fair and equitable amount of state maintenance of effort funds (MOE funds) to the Tribe 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 from the resources available to both the Department and the Tribe. 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 Nation 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. IGA: Intergovernmental Agreement.
3. 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.
4. 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.
5. 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 Tribes to provide financial assistance and employment and training services to eligible, needy families.
6. TFAP (Tribal Family Assistance Plan): The plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act.
7. Tribal TANF Program: A TANF program developed by an eligible Indian Tribe, or consortium of Tribes, and approved by the Administration for Children and Families under Section 412 of the Social Security Act.
8. 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.

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

4. THE DEPARTMENT AND THE TRIBE AGREE TO THE FOLLOWING

The Department and the Tribe 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 Tribe'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 the Tribe's 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 Tribe's TANF program.
4. The IGA Performance Plan and Budget. See attached and incorporated Exhibit A.
5. IGA Amendment Form (See attached and incorporated Exhibit E): A tribe must provide detailed information to the DSHS Economic Services Administration (ESA) 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 tribe will submit a written

waiver request to the DSHS/ESA. The request must identify the regulation to be waived and the basis for the request. The request must explain the intended effect of the waiver, the impact upon the tribe 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 tribe is 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: Kelly Bradley
Social Services Director
Lower Elwha Klallam Tribe
3080 Lower Elwha Rd.
Port Angeles, WA 98363
(360) 565-7257, Ext. 7451

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 Tribe has an approved Tribal Family Assistance Plan (TFAP), which is incorporated by reference. The TFAP is effective from October 1, 2016 through September 30, 2019.

There have been no changes in the Tribe's service area and the scope of the TANF plan will not be substantially changed in its TFAP. The effective date of the Tribe's TFAP is October 1, 2016. Consistent with its federally approved TFAP, the Tribe agrees to continue to serve all eligible, enrolled members of a federally-recognized

American Indian Tribe or Alaskan Native Village (AI/AN) living within the Tribe's service area. The TFAP defines the Tribe's service area as within the boundary of the Hoko River to the west, the Straits of Juan de Fuca to the north, McDonald Creek to the east, and the Olympic al Park and/or Forest boundary to the south, which is inclusive of the Tribe's ceded area.

The Department and the Tribe determined that there were 120 tribal families receiving public assistance benefits in 1994, based on the Tribe's identified service population as identified in their TFAP.

The Tribe has received federal approval of their TFAP indicating that they have complied with the requirements of the federal policy (TANF-ACF-PI-2005-03, 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 the Tribe's service population 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 (SFY) is July 1 to June 30.
- 2) Subject to availability of state MOE funds, and the provision of subsection 7 below, the Department agrees to transfer to the Tribe for the period October 1, 2016 through September 30, 2019, up to the amount of \$ 1,857,246 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 Tribe in State Fiscal Year lump sum annual payments, after the receipt and acceptance by the Department of the completed A 19-1A 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 properly completed A 19-1A and reports.
- 4) The Department agrees to review submitted reports within twenty (20) days and immediately inform the Tribe regarding any missing information or documentation.
- 5) For each SFY's payment, the Tribe may submit an A 19-1A invoice voucher and required reports as early as July 1 of the SFY for which the Tribe is requesting payment. However, each annual A 19-1A must be submitted no later than thirty (30) days after the end of the requested reimbursement state fiscal year. Annual A 19-1As 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 (SFY), if the Tribe 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 Tribe for the next SFY(s).
- 7) The Department agrees to adjust funding to the Tribe 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 Tribe will not charge the Department for services if the Tribe 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 Tribe 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 Tribe agrees to spend all funds received under this Agreement consistent with federal and state MOE requirements. The Tribe 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 Tribe 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 Tribe agrees 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 Tribe 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 Tribe 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 February 10th, May 10th, August 10th and November 10th.

Any funds received by the Tribe 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 Tribe retains and spends any funds subsequent to the termination or conclusion of the funding period under this Agreement, the Tribe shall submit all required reports no later 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 Tribe 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 tribe has used the provided MOE funds.
 - a. The Tribe will use the ACF-196T Tribal TANF Financial Report Form. See Exhibit D.
 - b. The Tribe will report on only State MOE funds utilizing the ACF-196T Tribal TANF Financial Report Form.
3. Agreed-upon performance measure data.
 - a. The Tribe will use the 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 Nation and DSHS Agreement on General Terms and Conditions entered into by the Department and the Tribe by reference. To the extent that this Agreement may conflict with the terms contained within the Indian Tribe and DSHS Agreement on General Terms and Conditions, the terms contained within this Agreement control.

10. COMPLIANCE AND AUDITS

The Tribe 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 Tribe shall provide TANF services as described in its federally approved TFAP.

The Department and the Tribe agree the Tribe 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 Tribe's submission of the report to the federal government.

11. SERVICES PROVIDED UNDER THE PLAN (TFAP)

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

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

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

12. IMPLEMENTATION AGREEMENTS

The Department and the Tribe shall develop an Operating Agreement describing the working relationship between the Department of Social and Health Services Region 3 and the Tribe, 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 Tribe's plan may not receive assistance from other state or tribal TANF programs.

The Department shall work in cooperation with the Tribe 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 Department of Early Learning (DEL) which is a separate agency from DSHS.

The Tribe does not have its 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 Tribe will sign a data share agreement as a condition of receiving State MOE funds under this Agreement.

13. LIABILITY OF TRIBE FOR FAILURE TO COMPLY WITH FEDERAL AND STATE MOE REQUIREMENTS

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

14. FUNDING REMEDIES

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

1. The Tribe does not provide the Department with reports required under this Agreement in a timely fashion;
2. Reports provided by the Tribe lack required information;
3. The Department has a credible basis to believe that the Tribe is spending or has 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 Tribe with 45 days advance written notice;
4. The Tribe is unable to timely demonstrate that it spent funds under this agreement consistent with federal and state MOE requirements;
5. An A-133 audit or federal site visit concludes that the Tribe is either misusing federal funds, cannot properly document that expenditures were proper, or is out of compliance with federal TANF requirements; and
6. The Tribe otherwise does not comply with the terms and conditions of this Agreement.

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

In the event that the dispute is not resolved, the Tribe 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 Tribe agree to resolve disputes that arise as follows:

1. The Department and the Tribe shall first attempt to resolve the matter through informal discussions and negotiations.
2. If informal discussions prove unsuccessful, the Department and the Tribe 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 Tribe. The cost shall be born equally by the Department and the Tribe.
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 Department, one (1) selected by the Tribe 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 10-1-2016 to 9-30-2019, 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 Tribe 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 Tribe's obligation to provide services with the future MOE funds.

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

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If State MOE funds provided under this Agreement remain unspent at the conclusion or termination of the funding period and the Tribe continues to operate a Tribal TANF Program, the Tribe 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 Tribe 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. PERIOD OF FUNDING AND ENFORCEMENT

The funding period under this Agreement shall be from October 1, 2016 to September 30, 2019, unless otherwise extended or terminated under this Agreement.

20. EXECUTION

The following in their representative capacities hereby approve this Agreement.

Frances G. Charles
Tribal Chairwoman
Lower Elwha Klallam Tribe

Date _____

David Stillman
Assistant Secretary
Economic Services Administration

Date _____

Bill Moss
Acting Secretary
Department of Social and Health Services

Date _____

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 – IGA Amendment Form
- 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 employment for 9th through 12th grade and in-school employment for those in 11th and 12th grade.

Classroom Training

Classroom training includes staff, contractors, and material necessary to offer primary and secondary tutoring, literacy, GED preparation, and college tutoring in all three office locations based upon need.

Youth Advocacy

Youth advocacy includes school site visits to 5th through 12th grade youth to monitor their attendance and progress in school. School IEP's are followed and the program will do Individual Service Plans for those students that are having barriers that need addressed for them to be in school and making progress. Staff also attends court hearings for truancy referrals and other legal issues.

Support Services

Diversion Services are offered to eligible participants that meet the 185% of poverty level. Funds are up to \$1500 and are to be spent within four months, on employment and training related expenses. Participants are eligible one time a year, for up to five times per lifetime. 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 a TANF grant, but are still in need of employment and training services for up to one year after their last TANF grant.

Promotion of Two Parent Families

Services such as marriage counseling, parenting classes, health and wellness classes, family activities with prevention information disseminated and other such activities are offered or referrals provided. Further, a marriage incentive is offered for those that marry while on TANF.

Out of Wedlock Pregnancy Prevention

Services such as prevention activities, abstinence classes, and sex education classes

are held and information regarding pregnancy prevention is disseminated.

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 outside agencies, and monitoring monthly work participation requirements.

1. TFAP PROGRAMS AND SERVICES

a. Services and Activities: The following is a list of services and activities that are a component of the Lower Elwha Klallam Indian Tribe TANF Program. These services are offered at Lower Elwha Klallam Tribe Social Service Department. All of the services offered are incorporated in the Tribe's Tribal Federal-approved TANF Plan.

- i. Cash Assistance
 - 1. Family
 - 2. Adult Pregnancy
 - 3. Caretaker Relative
 - 4. Minor Parent
- ii. Adult and Youth Employment & Training Services
- iii. Classroom Training
 - 1. Primary and Secondary Tutoring
 - 2. Literacy
 - 3. GED Preparation
 - 4. College Tutoring
- iv. Youth Advocacy
- v. Supportive Services
 - 1. Emergent Services
 - 2. Diversion Services
 - 3. Non-Recurring Short Term Services
 - 4. Transitional Services
- vi. Promotion of Two Parent Families
- vii. Out of Wedlock Pregnancy Prevention
- viii. Case Management/Referrals

2. PERFORMANCE MEASURES

The Tribe will use the following performance measures to report on the success of the Performance Plan:

- I. Work Participation: The Tribe will report the monthly work participation percentage rate as referenced in the Tribal Family Assistance Plan (TFAP). (See TFAP Section 9, page 23.)
- II. One-Year Job Retention: The Tribe will report the monthly One-Year Job

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Retention participation for clients both “engaged” in and having “completed” this program.

- III. Engaged in the TANF Employment & Training Program to include Work Experience, On the Job Training, Classroom Training, and Life skill Courses.
- IV. Engaged in TANF sponsored school aged tutoring, GED preparation, literacy and college preparatory classes.

Projected Budget Lower Elwha Klallam Tribal TANF 10-1-2016 thru 9-30-2019.

Tribal 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)	\$				
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)		\$			

<p>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).</p>					
<p>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:</p> <ol style="list-style-type: none"> 1. Salaries and benefits and all other direct costs not associated with providing program services to individuals, including staff performing administrative and coordination functions; 2. Costs for the good and services required for administration of the program such as the costs for supplies, equipment, travel, postage, utilities, and rental of office space and maintenance of office space; 			<p>\$</p>		

<p>3. Travel costs incurred for official business;</p> <p>4. Management information systems not related to the tracking and monitoring of TANF requirements;</p>					
<p>4. System costs related to monitoring and tracking under the program for the period the report is being submitted.</p>				\$	
<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> <p>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</p>					\$

<p>provided or allowed under the Tribe's TANF plan that are within the definition of assistance.</p> <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,</p>					
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<p>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 individuals who ceased to receive assistance due to employment.</p> <p>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 nonrecurring, short-term</p>					
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<p>benefit (e.g., during applicant job search or to a recently employed family during a temporary period of unemployment).</p> <p>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).</p>					
<p>Total Expenses</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>	<p>\$</p>

Exhibit B

State MOE Payment and Reporting Schedule

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

Corresponding SFY 2017 IGA period:	10-1-2016 to 6-30-2017
MOE owed for corresponding SFY 2017 IGA period:	\$464,312

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

Corresponding SFY 2018 IGA period:	7-1-2017 to 6-30-2018
MOE owed for corresponding SFY 2018 IGA period:	\$619,082

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

Corresponding SFY 2019 IGA period:	7-1-2018 to 6-30-2019
MOE owed for corresponding SFY 2019 IGA period:	\$619,082

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

Corresponding SFY 2020 IGA period:	7-1-2019 to 9-30-2019
MOE owed for corresponding SFY 2020 IGA period:	\$154,770

Total MOE funding provided for the period 10-1-2016 to 9-30-2020: \$1,857,246

**EXHIBIT C
WA-TT-CR-01**

TRIBAL TANF

STATE OF WASHINGTON TRIBAL QUARTERLY REPORT

TRIBE'S NAME: LOWER ELWHA KLALLAM TRIBE

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:

EXHIBIT D 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 (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 TFAG 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:		PHONE NUMBER:		
CONTROL NO. 1978-0146				
FORM ACF-196T PAGE 1 OF 1		EXPIRATION DATE: 03/31/2019	EMAIL ADDRESS:	

Exhibit E IGA Amendment Form

Intergovernmental TANF Agreement Amendment Form

Indian Tribe: Lower Elwha Klallam Tribe

Tribal Plan Contract Number: 1162-79805

Amendment Number: 201X-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

TANF W-TT-04 Performance Measure Report			
Reporting Year:		Reporting Quarter:	
		Month of Quarter:	
	First	Second	Third
1. Work Participation: Monthly work participation percentage rate as referenced in the Tribal Family Assistance Plan TFAP. (See TFAP Section 9, page 23).			
2. One Year Job Retention: One Year Job Retention participation for clients both "engaged" in and having "completed" this program.			
3. Engaged in TANF Employment & Training (E&T) Program: To include Work Experience, On the Job Training, Classroom Training, and Life skill courses.			
4. Engaged in TANF sponsored school aged tutoring, GED preparation, literacy and college preparatory classes.			