

RESOLUTION  
Spokane Tribal Resolution 2012-088

**INTERGOVERNMENTAL AGREEMENT WITH THE WASHINGTON STATE TANF – DEPARTMENT OF SOCIAL SERVICES**

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

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

**WHEREAS**, the Spokane Tribe of Indians temporary Assistance for Needy families Program (TANF Program) has been in operation since March 2003; and

**WHEREAS**, the Spokane Tribe of Indians is in the process of renewing an agreement with the State of Washington for Maintenance of Effort (MOE funds to be transferred to the Tribe during the next three (3) year cycle; and

**WHEREAS**, pending a final agreement with the State of Washington, the State has proposed a three year MOE for the period 3-1-2012 to 2-28-2015 for a total amount of \$3,092,529; and

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Spokane Tribal Business Council meeting in Special Session this 20<sup>th</sup> day of December, 2011 that the Tribal Council does hereby approve and authorize signature authority to the Tribal Councilman or his designated representative to enter into the attached Intergovernmental Agreement Between the Spokane Tribe of Indians and the Washington State Department of Social and Health Services.

**Certification**

The foregoing was duly enacted by the Spokane Tribal Business Council on the 20<sup>th</sup> day of December, 2011, by the vote of 5 for 0 against and 0 abstain under authority contained in Article VIII of the Constitution of the Spokane Indians ratified by the Spokane Tribe on November 22, 1980.

  
**Chairman**  
**Spokane Tribal Business Council**

	Yes	No	Abstain	Absent
GA	x			
MS	x			
RP	x			
RA	x			
DW	x			

#1162-22983

**INTERGOVERNMENTAL AGREEMENT**  
**TEMPORARY ASSISTANCE FOR NEEDY FAMILIES**  
**Between The**  
**SPOKANE TRIBE**  
**And**  
**THE WASHINGTON STATE**  
**DEPARTMENT OF SOCIAL AND HEALTH SERVICES**

**1. AUTHORITY**

**THIS AGREEMENT** is entered into between the Spokane Tribe and the Washington State Department of Social and Health Services (hereinafter Department or DSHS) pursuant to their respective governmental authorities. The Spokane Tribe (hereinafter Tribe), Business Council, is authorized to enter into this Agreement under Article 8 of the Tribe's Constitution. The Department is authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, RCW 39.34, which permits any State agency to enter into a cooperative agreement with an Indian Tribe for their mutual advantage and cooperation.

RCW 74.08A.040 authorizes the State to coordinate and cooperate with eligible Indian 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 Tribe and the Department enter into this Agreement to:

- Transfer state maintenance of effort funds (MOE funds) from the Department to the Tribe.
- Work in partnership to coordinate state and tribal benefits and services.
- Recognize the government-to-government relationship between the tribes and the United States Government.
- Honor the tribes' 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 tribes.

### 3. DEFINITIONS

The Tribe 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 (or returns) a tribal TANF program to the appropriate state and federal entities, consistent with federal regulations. Retrocession includes the voluntary relinquishment of the authority to obligate or spend previously awarded state and federal funds before that authority otherwise expires.
3. State Maintenance of Effort Funds (MOE): Federally required expenditures of State funds in programs which fulfill specific Federal requirements and which serve TANF eligible families. 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 the Tribe and the Department.
  13. Monitoring: includes any planned and ongoing or periodic activity that measures and ensures the Tribe compliance with the terms, conditions and requirements of this Agreement and the Tribe current and approved Tribal Consolidated Services Plan.
  14. Parties: means the Tribe 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 the Tribe and DSHS.
  16. Single Point of Contact: means 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.
  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 Intergovernmental Agreement by reference, except where this Agreement differs from the GT&Cs.
2. The Tribe's MOE Performance Plan and annual budget attached and incorporated as Exhibit "A".

#### 5. TFAP AND SERVICE POPULATION

1. The Tribe has an approved Tribal Family Assistance Plan (TFAP), which is incorporated by reference. The TFAP is effective from March 1, 2012 to February 28, 2015. The Tribe and the Department determined that there were 2,081 tribal families receiving AFDC public assistance benefits in 1994, based on the Tribe's identified service area and population as identified in their TFAP.
2. Consistent with its TFAP, the Tribe will serve all enrolled American Indians/Alaska Natives (AI/AN) on the Spokane Reservation; all AI/AN in Adams, Lincoln, Pend Oreille, Spokane, Stevens, and Whitman Counties with the exception of Colville Tribal members in Lincoln and Stevens Counties and Kalispel Tribal members in Pend Oreille, Spokane, and Stevens Counties, and all AI/AN on the Kalispel Reservation.
3. The Tribe's geographic area will include the Spokane Indian Reservation and Adams, Lincoln, Pend Oreille (with the exception of the Kalispel Indian

Reservation), Spokane, Stevens, and Whitman Counties.

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 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 is July 1 to June 30.
2. Subject to availability of state MOE funds, and the provision of subsection 8 below, the Department agrees to transfer to the Tribe for the period March 1, 2012 to February 28, 2015, up to the amount of \$3,092,529 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 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 (30) calendar days after receipt of properly completed A-19 and reports from the prior SFY.
4. For each SFY's payment, the Tribe may submit an A-19 invoice voucher and required reports as early as July 1st of the SFY for which the Tribe is requesting payment. However, each annual A-19 must be submitted no later than thirty (30) days after the end of the requested reimbursement state fiscal year. Annual A-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 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.
6. 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.
7. Payments are subject to availability of state legislatively appropriated funds.

8. For each SFY, if the Tribe 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 the Tribe for the next SFY(s).
9. 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. REPORTING

1. The Parties acknowledge that if additional reporting requirements are imposed on the state that necessitates additional reporting by the Tribe, the Tribe will submit additional reports upon reasonable notice of the requirement.
2. The Parties agree that, at a minimum, the report will contain all information, including operational and financial information, required by applicable Federal and/or State law for the Tribal TANF program or in subsequent amendments to the Tribe's TFAP or to this Agreement.
3. 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.
4. Program related communications may continue among program personnel and need not go through the Single Point of Contact.
5. The Department's use of information contained in tribal reports is limited to the purposes for which the reports were required, unless approved by the Tribe, the Department will not use tribal information or data to generate revenue or indirect services that will not directly benefit the Tribe.
6. The Tribe 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.

### State MOE Funds and Caseload

9. The Tribe agrees to provide timely and complete quarterly reports regarding its expenditure of State MOE funds and the number of eligible families served with these funds to the Department. The Department agrees to timely review submitted

reports and timely inform the Tribe regarding any missing information or documentation.

10. MOE and caseload 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-00-4) issued by the United States HHS, and incorporated by reference.
11. To report the State MOE funds expended the Tribe will complete and submit quarterly to the Department section "(C)" of reporting form ACF-102-477 Financial Report 12g, which is attached and incorporated as Exhibit "C". The ACF-102-477 Financial Report 12g reporting form will be submitted within 40 days after 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>.
12. To report the number of families served, the Tribe will complete and submit quarterly to the Department reporting form, "WA-TT-CR-01", which is attached and incorporated as Exhibit "D". The WA-TT-CR-01 form will be submitted within 40 days after of the end of each quarter of the federal fiscal year – i.e. by November 10<sup>th</sup>, February 10<sup>th</sup>, May 10<sup>th</sup> and August 10<sup>th</sup>.
13. 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, withholding, reduction, 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.
14. The Department reserves the right to redistribute unspent funds with prior notice to the Tribe. (POLICY NOTE: based on reconciliation the next fiscal year funding may be adjusted or if a Tribe is under spent over 30% in a SFY 3<sup>rd</sup> quarter report funds may be redistributed to other Tribes).

#### Performance Measure Data

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

## 8. RESPONSIBILITIES OF THE TRIBE

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

Jeanne Flett  
[jeannef@spokanetribe.com](mailto:jeannef@spokanetribe.com)

2. The Tribe 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. Tribe 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, 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.
5. 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.
6. 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.
7. Prior to the end of the period covered by the Tribe's current and approved TFAP the Tribe will submit its new TFAP and an official request for a fiscal amendment for State MOE funds for the next period to the Department.

## 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  
State Tribal Relations Unit

Community Services Division  
Economic Security Administration  
DSHS  
P.O. Box 45857  
Olympia, WA 98504-5857  
Tel. (360) 725-4656  
Michael.Mowrey@dshs.wa.gov

2. The Department shall promptly respond on a case-by-case basis to any written request by the Tribe regarding the Tribe'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 the Tribe, the Department will support the Tribe 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 but not limited to:
    - i. Review of an Annual Report submitted by the Tribe to the Department
    - ii. Review of the Executive Summary and related documents from the Tribe federal Single Audit Act audit.

### 13. IMPLEMENTATION AGREEMENTS

1. The Department and the Tribe shall complete (or update) an Operating Agreement describing the working relationship between the Department of Social and Health Services Region #1 and the Tribe, 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 the Tribe TFAP may not receive assistance from another state or tribal TANF program.
3. 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 new Department of Early Learning (DEL) which is a separate agency from DSHS.

4. 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.

#### **14. LIABILITY FOR FAILURE TO COMPLY WITH FEDERAL AND STATE MOE REQUIREMENTS**

1. 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.

#### **15. FUNDING REMEDIES**

1. The Department maintains the authority to withhold funding under this Agreement for any of the following reasons:
  - a) The Tribe does not provide the Department with reports required under this Agreement in a timely fashion;
  - b) Reports provided by the Tribe lack required information;
  - c) 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.
  - d) The Tribe 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 the Tribe is either misusing federal funds, cannot properly document that expenditures were proper, or is out of compliance with federal TANF requirements;
  - f) The Tribe 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 17. The Department has the option of notifying the Tribe in writing of the compliance issue and giving the Tribe a reasonable time in which to cure the noncompliance.
3. If the Tribe wishes to contest Department action taken under this section, it may do so by utilizing the dispute resolution process described in Section 17. Action taken under this section, however, shall continue and remain in effect pending the outcome of any dispute resolution process.

## 16. CONFLICT RESOLUTION

1. The Parties agree to work cooperatively to accomplish all of the terms of this Agreement, however, acknowledge that there may be instances in which either the Tribe 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 Tribe and the Department shall attempt to resolve the matter through discussions. If unsuccessful, the Tribe and the Department 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 the Tribe and the Department. The cost of a mediator shall be born equally by the Tribe and the Department, with neither Party using funds dedicated for the programs or services contained in this Agreement.
3. If the mediator cannot resolve the conflict or dispute then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three (3) individuals; one (1) selected by the Tribe, one (1) selected by the Department and a third party 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.

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

## 17. 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 by giving the other Party forty-five (45) calendar days' written notice.
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 the Tribe obligation to provide services with the future MOE funds.

4. This section applies if the Tribe continues to receive federal funding and operates a Tribal TANF Program. If the Tribe terminates both federal and state funding and their entire Tribal TANF Program, then it is a retrocession covered under Section 19.

#### **18. AFTER 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.

#### **19. RETROCESSION**

1. 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.

#### **20. TERM**

1. THIS AGREEMENT shall become effective March 1, 2012 and end on February 28, 2015, unless extended or terminated prior to that date, as provided herein.

#### **21. 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.

22. EXECUTION

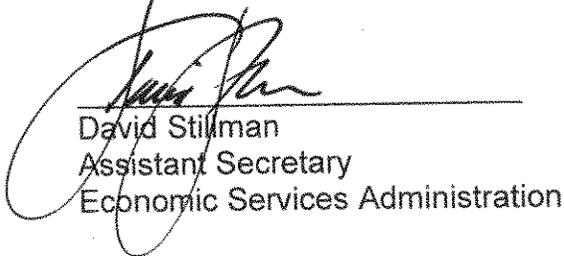
THE FOLLOWING REPRESENTATIVES, by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.

  
Greg Abrahamson  
Chair  
Spokane Tribe

Date \_\_\_\_\_

  
**ROBIN ARNOLD-WILLIAMS**  
Secretary  
Department of Social & Health Services

Date 11/13/2012

  
David Stillman  
Assistant Secretary  
Economic Services Administration

Date 1/10/2012

**Exhibits:**

- A - Performance Plan and Budget
- B - State MOE Payment and Reporting Schedule
- C - ACF-102-477 Financial Report 12g
- D - WA-TT-CR-01, Caseload Report
- E - WA-PM-STOI-01, Performance Measure Report

**Exhibit A**

**(Insert) MOE Performance Plan and Budget**

<b>SPOKANE TRIBE OF INDIANS - beginning 3/1/12</b>		
<b>BUDGET SUMMARY - - - 4136</b>		<b>EXHIBIT A</b>
<b>PROGRAM NAME:</b>	<b>STOI TANF program</b>	
<b>EFFECTIVE DATES: 3/1/2012 - 2/28/2015</b>	<b>Annual for 3 - 1yr periods</b>	
<b>BUDGET CATEGORY</b>	<b>ACCT. CODE</b>	<b>BUDGET</b>
<b>PROGRAM REVENUE (FUNDING SOURCES)</b>		
GRANT/CONTRACT REVENUE	4602	1,030,843
PROGRAM INCOME	XXXX	-
<b>TOTAL PROGRAM REVENUE:</b>		<b>1,030,843</b>
<b>PROGRAM EXPENDITURES</b>		
WAGES/SALARIES	5110	126,292
FRINGE BENEFITS	5130	22,925
TRAVEL	5205	3,250
SUPPLIES	5520	6,000
CONTRACTUAL FEES >\$5,000	5730	31,950
CONTRACTUAL FEES <\$5,000	5735	2,400
CASH GRANTS	5833	805,000
NON-CAPITALIZED EQUIPMENT	6130	15,000
		-
		-
		-
<b>TOTAL DIRECT EXPENDITURES:</b>		<b>1,012,817</b>
INDIRECT COST @ 10.25%	5890	18,026
<b>TOTAL PROGRAM EXPENDITURES:</b>		<b>1,030,843</b>
<b>NET PROGRAM REVENUE:</b>		<b>-</b>

**APPROVAL:**

_____	_____
Program Manager	Date
_____	_____
Division Director	Date
_____	_____
Compliance Officer	Date
_____	_____
Finance Officer	Date
_____	_____
Executive Director	Date

SPOKANE TRIBE OF INDIANS  
 BUDGET JUSTIFICATION  
 PROGRAM NAME:  
 EFFECTIVE DATES:

Annual Budget  
 4136  
 STOI TANF program  
 Annual Budget, three- 1yr periods beginning 3/1/2012 - 2/28/2015

EXHIBIT A

ACCT. CODE	BUDGET CATEGORY	DESCRIPTION OF ITEMS / COST CALCULATION	BUDGET AMOUNT
<b>PROGRAM REVENUE (FUNDING SOURCES)</b>			
4602	GRANT/CONTRACT REVENUE	Estimated annual award from State for FY 2012 \$1,030,843 for 12 months beginning 3/1/2012 of new agreement	1,030,843
XXXX	PROGRAM INCOME		
<b>TOTAL PROGRAM REVENUE:</b>			<b>1,030,843</b>
<b>PROGRAM EXPENDITURES</b>			
5110	WAGES/SALARIES	Refer to attached salary /personnel worksheet	126,292
5130	FRINGE BENEFITS	Refer to attached salary /personnel worksheet	22,925
5205	TRAVEL	Attending annual Regional, State, or National Conferences as determined by the Director: ( Airfare 300 x 4, Hotel \$125 per day x 2 days x 4, Per Diem 3 days \$ @ 75/day x 4, rental car @ \$150);	3,250
5520	SUPPLIES	Various office supplies (\$500 mo avg x 12)Paper, toner, files, staples, pens, & other consumable supplies	6,000
5730	CONTRACTUAL FEES >\$5,000	Contractor will provide 5 day training session on-site for electronic TAS (Tribal Assistance System) software upgrades and uses for Case Management/477 Program \$15,000 (includes travel,per diem and computer lab); Building Security improvement Services and File Security @ estim. \$16,950	31,950
5735	CONTRACTUAL FEES <\$5,000	Misc Contract(s) to be determined by the Director for staff or workshop training session(s) to improve services \$2,400 (16 hours x \$150);	2,400
5833	CASH GRANTS	Cash grants for @ \$230,000/mo x 3.5 months (March-June 2012)	805,000
6130	NON-CAPITALIZED EQUIP.	3- 1 year period administrative needs such as personal computer upgrades, printers, office furniture, file cabinets, lawn maint. equipment, carpet cleaner, ect within 3 years.	15,000
<b>TOTAL DIRECT EXPENDITURES:</b>			<b>1,012,817</b>
5890	INDIRECT COST @ 10.25%	Total Direct \$1,225,717 less capital expenditures (Contractual Fees, cash grants) of \$1,150,000 x 10.25%	18,026
<b>TOTAL PROGRAM EXPENDITURES:</b>			<b>1,030,843</b>
<b>NET PROGRAM REVENUE:</b>			<b>(0)</b>

**SPOKANE TRIBE OF INDIANS - Annual Budget**

**ACTIVITY SUMMARY**

**EXHIBIT A**

**PROGRAM NAME: STOI TANF Program**

**S.T.O.I. FUND/PROGRAM NO. 4136**

**EFFECTIVE DATES: March 1, 2012 for three - 1year annual budgets ending Feb 28, 2015**

**ACTIVITY DESCRIPTION** (provide a brief description of the current operations of the program)

This Program utilizes Washington State Maintenance of Effort Dollars to provide Basic Assistance and administrative services for TANF eligible families.

**Period 3-1-2012 to 2-28-2015 GOALS** (provide a description of the long-term range intent of the program or what the programs seeks to accomplish over an extended period of time.)

The Spokane Tribal 477/TANF Program's primary goal is to provide stability to TANF Families by providing Basic Assistance cash grants on a monthly basis to eligible families. The program will also provide case management software training to ensure that case managers are trained on the most current technology available. Program compliance reports and audit issues are also discussed by software contractor. Building improvements are needed for Security of staff and on-site daycare. Keycode access doors will be installed and better security for filing system.

**Period 3-1-2012 to 2-28-2015 OBJECTIVES**

Electronic cash grant submissions to accounting and benefits to clients to be provided on VISA Debit cards regulations.

**FY 2011 ACCOMPLISHMENTS**

ARRA Funding was utilized to provide cash grants which stretched carryover dollars available to the Program. FY 2010 Audit was completed with no audit findings.

**UNMET NEEDS**

State Budget cuts are affecting Program Services available to clients including Youth Program Services, client workshops and legal services. Equipment updates and technology upgrades have been limited and off-site trainings for Staff have been greatly reduced.

Prepared by/Date : Tiffany Adams/December 6, 2011

## State MOE Payment and Reporting Schedule

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

Corresponding SFY 2012 IGA Period:	3-1-2012 to 6-30-2012
MOE owed for corresponding SFY 2012 IGA Period:	*\$343,614

### 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:	*\$1,030,843

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

Corresponding SFY 2014 IGA Period:	7-1-2013 to 6-30-2014
MOE owed for corresponding SFY 2013 IGA Period:	*\$1,030,843

### SFY 2015: 7-1-2014 to 6-30-2015

Corresponding SFY 2015 IGA Period:	7-1-2014 to 2-28-2015
MOE owed for corresponding SFY 2013 IGA Period:	*\$687,229

Total MOE funding provided for the period 3-1-2012 to 2-28-2015: \$3,092,529

\*MOE payments for the period 3-1-2012 to 2-28-2015 are subject to the Tribe providing the Department a copy of the HHS/ACF letter approving the Tribe's TFAP for the period 3-1-2012 to 2-28-2015.

**EXHIBIT C**

**Tribal Temporary Assistance for Needy Families (TANF) ACF - 102-477  
Financial Report 12g**

TRIBE NAME	FISCAL YEAR	FISCAL YEAR ENDING DATE	Employer ID Number (EIN)
GRANT DOCUMENT NUMBER (BIA)			
REPORTING ITEMS	(A) FEDERAL TFAG FUNDS	(B) TRIBAL FUNDS [OPTIONAL]*	(C) STATE CONTRIBUTED MOE FUNDS [OPTIONAL]
1. TOTAL AWARDED	\$	\$	\$
2. CASH ASSISTANCE	\$	\$	\$
3. OTHER ASSISTANCE EXPENDITURES	\$	\$	\$
4. TOTAL NON-ASSISTANCE EXPENDITURES	\$	\$	\$
5. ADMINISTRATION	\$	\$	\$
6. SYSTEMS	\$	\$	\$
7. OTHER EXPENDITURES	\$	\$	\$
8. TRIBAL REPLACEMENT FUNDS		\$	
9. FEDERAL UNLIQUIDATED OBLIGATIONS	\$		

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

SIGNATURE: AUTHORIZED TRIBAL OFFICIAL	SUBMITTAL: [ ] NEW [ ] REVISED	TYPED NAME, TITLE, AGENCY NAME

\*Tribe must fill in Column (B) if it is subject to a penalty and corresponding reduction in its Tribal Family Assistance Grant (TFAG).

**Data for lines 10 to 12 will be completed by the Federal Awarding Agency**

REPORTING ITEMS	(A) FEDERAL TFAG FUNDS	(B) TRIBAL FUNDS [OPTIONAL]*	(C) STATE CONTRIBUTED MOE FUNDS [OPTIONAL]
10. TOTAL EXPENDITURES ON ASSISTANCE	\$	\$	\$
11. TOTAL EXPENDITURES	\$	\$	\$
12. FEDERAL UNOBLIGATED BALANCES	\$		

Optional  
 No Response Necessary

EXHIBIT D

WA-TT-CR-01

TRIBAL TANF

STATE OF WASHINGTON TRIBAL QUARTERLY REPORT

TRIBE'S NAME:

CURRENT QUARTER ENDING DATE:

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

STATE MOE FUNDING & EXPENDITURE DATA  
FOR THIS CURRENT QUARTER

State Funds Transferred to Tribe:	\$
State Funds Expended by Tribe:	\$

SINCE INCEPTION OF THE TRIBAL TANF PROGRAM

Total Unspent State Funds:	\$
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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 E**

**Spokane Tribe of Indians (Tribe)  
Tribal TANF Program**

**Performance Measures**

**Quarterly Report**

Reporting Quarter: \_\_\_\_\_

<b>PERFORMANCE MEASURES</b>	<b>QUARTERLY % or #</b>
<p><b><u>Work Participation Rate:</u></b> The Tribe will meet or exceed the annual work participation rate set in the Tribal Family Assistance Plan (TFAP).</p>	<p>% _____</p>
<p><b><u>Transitional Services:</u></b> The Tribe will report the number of clients receiving transitional services. Transitional services are offered to clients who are over income and no longer eligible for cash assistance due to earned or unearned income and are eligible for services up to twelve (12) months.</p>	<p># _____</p>
<p><b><u>Workshop Attendance:</u></b> Report the # of clients who attended and completed workshops..</p>	<p># _____ - Participating # _____ - Completed _____</p>
<p><b><u>GED/H.S. Degree:</u></b> The Tribe will report the number of clients working toward completing a General Education Degree (GED) or High School Diploma, and the clients having completed these programs.</p>	<p># _____ - Participating # _____ - Completed</p>

WA-PM-STOI-01