

**THIRD INTERGOVERNMENTAL AGREEMENT
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES**

Between The

Lummi Tribe

And

THE WASHINGTON STATE

DEPARTMENT OF SOCIAL AND HEALTH SERVICES

PREAMBLE

The Lummi Nation and the Washington State Department of Social and Health Services (hereinafter Department) signed their first Intergovernmental Agreement for Temporary Assistance for Needy Families effective on July 1, 2007 to transfer State maintenance of effort funds and to work in partnership to coordinate state and tribal benefits and services. The Lummi Nation has approval from the United States Department of Health and Human Services to continue administration of their Tribal Family Assistance Plan for an additional three years. Lummi Tribe and the Department have negotiated this second Intergovernmental TANF Agreement.

1. AUTHORITY

THIS AGREEMENT is entered into between Lummi Nation and the Department pursuant to their respective governmental authorities. The Lummi Nation is authorized to enter into this Agreement under Article VI, of the Lummi Nation'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 authorizes the State to coordinate and cooperate with eligible Indian tribes that elect to operate a Tribal TANF Program as provided for in Pub. L. 104-193 and 109-171 and to transfer a fair and equitable share of State Maintenance of Effort funds (MOE) to the eligible Indian. Lummi Nation and the Department desire to enter into this Agreement pursuant to their respective authorities, which include financial assistance and employment and training services to eligible, needy families in order to fulfill the purpose set out herein. It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes.

Lummi Nation and the Department each have delegated authority over providing comprehensive TANF services and additional supportive services. Lummi Nation and the Department recognize that Lummi Nation has a compelling interest as a sovereign nation in promoting and maintaining the governmental, social, economic and cultural

integrity of the Tribe. The parties recognize their respective authorities and enter into this Agreement consistent with the government-to-government relationships affirmed by the Centennial Accord of 1989.

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

2. PURPOSE

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

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

3. DEFINITIONS

The Department and Lummi 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) Retrocession: The process by which an Indian nation voluntarily terminates and cedes back (or returns) a tribal TANF program to the appropriate state and federal entities, consistent with federal regulations. Retrocession includes the voluntary relinquishment of the authority to obligate or spend previously awarded state and federal funds before that authority otherwise expires.
- 3) State Maintenance of Effort Funds (MOE): Federally required expenditures of State funds in programs which fulfill specific Federal requirements and which serve TANF eligible families. Depending upon whether a State meets certain TANF program requirements, the required minimum level of State MOE spending in any fiscal year is 75% or 80% of the State's 1994 spending in certain AFDC related programs depending on whether the State meets Federal Work Participation requirements.
- 4) TANF (Temporary Assistance for Needy Families): a program authorized by the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) (Pub. L. 104-193), reauthorized under the Deficit Reduction Act of 2005 (DRA) (Pub. L. 109-171), and codified in Title IV-A of the Social Security Act, operated by states and Indian nations to provide financial assistance and employment and training services to eligible, needy families.
- 5) TFAP (Tribal Family Assistance Plan): Means the plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act.
- 6) Tribal TANF Program: Means a TANF program developed by an eligible Indian Nation, or consortium of Nations, and approved by the Administration for Children and Families under Section 412 of the Social Security Act.
- 7) WorkFirst: The state's welfare reform program which provides support services and activities to TANF recipients and low-income families so they can find jobs, keep jobs, and become self-sufficient.
- 8) TFAG (Tribal Family Assistance Grant): Means the federal funding for the Tribal TANF Program.
- 9) General Terms and Conditions (GT&C's): Means the current "DSHS and Indian Nation Agreement on General Terms and Conditions" in effect between the Parties.
- 10) HHS: United States Department of Health and Human Services.
- 11) Annual Report: Means a report consisting of all information, including any operational and financial information, required by federal and/or state law for the contracted services and funds included in this Agreement or in subsequent amendments to this Agreement.
- 12) Client: Means an individual or family that is eligible for services under the terms of this Agreement.
- 13) Intergovernmental TANF Agreement, (IGA), or Agreement: Means this Agreement between the Lummi Nation and the Department.
- 14) Parties: Means the Lummi Nation and the Department, who are parties to this Agreement.

- 15) 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.
- 16) 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 TANF Agreement by reference, except where this Agreement differs from the GT&Cs.
- 2) The Lummi Nation's MOE Plan and Projected Budget. See attached as Exhibit "A" and incorporated herein by reference.

5. THE DEPARTMENT AND LUMMI NATION AGREE TO THE FOLLOWING

The Department and Lummi Nation 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 Lummi Nation'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 Lummi Nation's TANF program,
- 3) Requirements for the use and reporting on state MOE funds,
- 4) Terms of a data share agreement,
- 5) Terms and conditions of the MOE Plan and Projected Budget. See attached and incorporated Exhibit A.

6. TFAP AND SERVICE POPULATION

- 1) Lummi Nation has a federally approved Tribal Family Assistance Plan (TFAP), which is incorporated herein by reference. The TFAP is effective from 7/1/2010 to 6/30/2013.
- 2) Consistent with its federally approved TFAP, Lummi Nation agrees to continue to serve all eligible enrolled American Indians/Alaska Natives (AI/AN) residing on the Lummi Reservation and the Lummi Tribal members residing in Whatcom County, except for those on the Nooksack Reservation. In addition, the tribe will serve "Other" American Indian/Alaska Native families, excluding Nooksack tribal members, west of the boundary line as agreed to in the Lummi/Nooksack Memorandum of Understanding (MOU) signed March 10, 2005 consistent with its

federally approved TFAP.

- 3) The Department and Lummi Nation determined that there were **423.8** tribal families receiving public assistance benefits in 1994, based on Lummi Nation's service area and population as identified in its TFAP.
- 4) Lummi has received federal approval of its TFAP indicating that it has complied with the requirements of the federal policy (TANF-ACF-PI-05-03, May 11, 2005 Program Instruction) relating to serving Indian families on or near the reservation service areas, including the policy provisions relating to notification of other Tribes with overlapping near reservation areas. If there is a change to Lummi's service population or geographic area under their federal TFAP and associated federal funding, Lummi will notify the Department. Lummi and the Department will negotiate the State funds and/or the Intergovernmental Agreement accordingly to reflect these changes.

7. TRANSFER OF STATE FUNDING

- 1) For purposes of this Agreement, the state fiscal year (SFY) is July 1 to June 30.
- 2) Subject to availability of state MOE funds, and the provision of subsection 6 below, the Department agrees to transfer to the Lummi Nation for the period December 1, 2010 to June 30, 2013, up to the amount of \$3,526,379 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 Lummi Nation in State Fiscal Year lump sum annual payments, after the receipt and acceptance by the Department of the completed A-19 Invoice Voucher and receipt and acceptance of the reports required under Section 9 of the IGA. Payment shall be considered timely if made by the Department within thirty (30) calendar days after receipt of properly completed A-19 and reports.
- 4) The Department agrees to review submitted reports within twenty (20) days and immediately inform Lummi Nation regarding any missing information or documentation.
- 5) For each SFY's payment, the Lummi Nation may submit an A-19 invoice voucher and required reports as early as July 1 of the SFY for which the Lummi Nation 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.
- 6) For each state fiscal year (SFY), if the Lummi Nation 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 Lummi Nation for the next SFY. The reduced appropriation, however, shall not mean that the amount budgeted for the Nation's programs has changed.

- 7) The Department agrees to adjust funding to Lummi Nation 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) Lummi Nation will not charge the Department for services if Lummi 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 Lummi Nation of any projected or anticipated budget increase or decrease that affects any program or service contained in its TFAP as soon as they are informed of the projected or anticipated change. This includes one time surplus funding that could be obligated for unmet needs in services and program development.

8. EXPENDITURE OF STATE MOE FUNDS

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

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

- 1) The Parties acknowledge that if additional reporting requirements are imposed on the state that necessitates additional reporting by 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) By July 31, the Tribe shall send electronic copies of its single annual report to the DSHS single point of contact.

- 4) Each Party will communicate with the Single Point of Contact identified by the other Party in this Agreement to discuss reporting or other issues relative to this Agreement.
- 5) Program related communications may continue among program personnel and need not go through the Single Point of Contact.
- 6) The Department's use of information contained in tribal reports is limited to the purposes for which the reports were required, unless approved by Lummi, the Department will not use tribal information or data to generate revenue or indirect services that will not directly benefit Lummi.
- 7) Lummi Nation 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

- 1) Lummi 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 Lummi Nation regarding any missing information or documentation.
- 2) MOE and caseload reports from Lummi Nation are mandatory to meet state reporting requirements regarding the use of State MOE funds, as outlined in the November 27, 2000 TANF Policy Announcement (TANF-ACF-PA-00-4) issued by the United States HHS, and incorporated by reference.
- 3) To report the State MOE funds expended Lummi Nation will complete and submit quarterly 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 40 days after of the end of each quarter of the federal fiscal year – i.e. by November 10th, February 10th, May 10th and August 10th.
- 4) To report the number of families served, Lummi Nation will complete and submit quarterly to the Department reporting form, "WA-TT-CR-01", which is attached and incorporated as Exhibit "D." The WA-TT-CR-01 form will be submitted within 40 days after of the end of each quarter of the federal fiscal year – i.e. by November 10th, February 10th, May 10th and August 10th.
- 5) Any funds received by Lummi Nation 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 Lummi Nation retains and spends any

funds subsequent to the termination or conclusion of the funding period under this Agreement, Lummi Nation shall submit all required reports no later than 40 days after the end of the calendar quarter in which State MOE funds are expended.

Performance Measure Data

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

10. RESPONSIBILITIES OF LUMMI NATION

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

Adele Kinley
Lummi ETC Program Manager

- 2) Lummi Nation 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) Lummi Nation 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, Lummi Nation shall make the final determination of tribal membership of families applying for Tribal TANF services. Lummi Nation shall also determine whether such families meet the eligibility criteria for Tribal TANF services.
- 5) Lummi 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, Lummi Nation shall promptly inform the Department of these changes or revisions.
- 6) If Lummi Nation requests an amendment to its TFAP which would have a significant financial impact on the Department, Lummi Nation shall also notify the Department of such request and provide a copy of the proposed amendment. The Department and Lummi Nation shall negotiate and reach agreement regarding any amendments to the TFAP which would have an impact on this Agreement. Lummi Nation agrees to give the Department notice when such amendments are approved.

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

11. RESPONSIBILITIES OF THE DEPARTMENT

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

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

- 2) The Department shall promptly respond on a case-by-case basis to any written request by Lummi Nation regarding its eligibility to access any newly funded services.
- 3) The Department shall promote good faith efforts to continue the education and training of staff and contractors about tribal governments.
- 4) When requested by Lummi Nation, the Department will support Lummi Nation 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 the following ways:
 - i. Review of an Annual Report submitted by Lummi Nation to the Department.
 - ii. Review of the Executive Summary and related documents from Lummi Nation's federal Single Audit Act audit.

12. IMPLEMENTATION AGREEMENTS

- 1) The Department and Lummi Nation shall update the Operating Agreement describing the working relationship between the Department of Social and Health Services Region 3 and Lummi Nation, 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 Lummi Nation's TFAP may not receive assistance from another state or tribal TANF program.
- 3) The Department shall work in cooperation with Lummi Nation 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) Lummi Nation has its own Title IV-D child support program that will continue to work together with the Lummi Nation TANF program to coordinate child support services on Tribal TANF cases.
- 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 Lummi Nation 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

If Lummi Nation expends funds in a manner inconsistent with federal and state MOE requirements or cannot demonstrate that it spent funds consistent with State MOE requirements, Lummi 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 maintains the authority to withhold funding under this Agreement for any of the following reasons:

- 1) Lummi does not provide the Department with reports required under this Agreement in a timely fashion;
- 2) Reports provided by Lummi Nation lack required information;

- 3) The Department has a reasonable basis to believe that Lummi Nation is spending or has spent MOE funds provided under this Agreement in violation of federal and/or state MOE requirements.
- 4) Lummi Nation is unable to demonstrate that expenditures of state MOE funds were in compliance with federal and/or state MOE requirements.
- 5) An A-133 audit or federal site visit concludes that Lummi Nation is either misusing federal funds, cannot properly document that expenditures were proper, or is out of compliance with federal TANF requirements;
- 6) Lummi Nation otherwise does not comply with the terms and conditions of the IGA.
- 7) Prior to withholding funding, the Department shall provide Lummi Nation with 45 days advance written notice clearly articulating the reason(s) the Department intends to withhold funds. Lummi Nation and the Department shall use due diligence to resolve all issues within the 45 day period. No funds will be withheld without 45 days notice.
- 8) Within the 45 day notice period, Lummi Nation shall submit an acceptable corrective action plan. If Lummi Nation fails to submit an acceptable corrective action plan within the notice period, the Department will withhold funds from the subsequent quarter's funding until Lummi Nation has complied with the action necessary to cure the noncompliance.
- 9) If Lummi Nation decides to contest the Department's stated reason(s) to withhold funds, it may do so by utilizing the dispute resolution process described in Section 15. During the dispute resolution process, the Department retains the authority to withhold funds after the 45 day notice period expires.

15. DISPUTE RESOLUTION

- 1) The Department and Lummi Nation agree to resolve disputes that arise as follows:
 - a. The Department and Lummi Nation shall attempt to resolve the matter through informal discussions and negotiations.
 - b. If informal discussions prove unsuccessful, the Department and Lummi Nation 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 Lummi Nation. The cost shall be borne equally by the Department and Lummi Nation.

- c. 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 Lummi Nation, one (1) selected by the Department 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 Disputes Board shall be final and binding on both parties.
- 2) This provision supersedes Section 8, Disputes, contained in the current "DSHS and Indian Nation Agreement on General Terms and Conditions."

16. AMENDMENT, WAIVER AND TERMINATION

- 1) This Agreement or any provision may be altered, amended, or waived by written agreement signed by both Parties.
- 2) For this Agreement, either Party may terminate the Agreement by giving the other Party forty-five (45) calendar days' written notice.
- 3) Termination under this Agreement is the termination of funding, which means the Department's obligation to provide future payments of state MOE funds under Exhibit "B" and Lummi Nation's obligation to provide services with the future MOE funds.
- 4) This section applies if Lummi Nation continues to receive federal funding and operates a Tribal TANF Program. If Lummi Nation terminates both federal and state funding and their entire Tribal TANF Program, then it is a retrocession covered under Section 18.

17. AFTER THE CONCLUSION OR TERMINATION OF THE FUNDING PERIOD

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

18. RETROCESSION

If Lummi nation 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. TERM

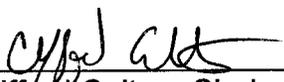
THIS AGREEMENT shall become effective December 1, 2010 to June 30, 2013, unless extended or terminated prior to that date, as provided herein.

20. SURVIVABILITY.

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

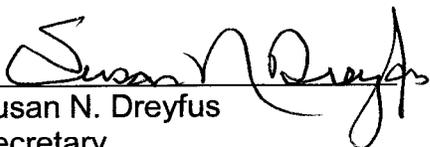
21. EXECUTION

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



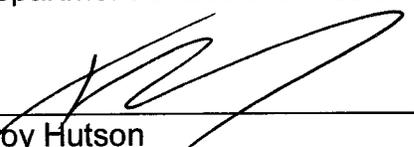
Clifford Cultee, Chairman
Lummi Indian Business Council

Date 12.20.10



Susan N. Dreyfus
Secretary
Department of Social & Health Services

Date 1/7/11



Troy Hutson
Assistant Secretary
Economic Services Administration

Date 1/4/11

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-LPM-01, Performance Measure Report

EXHIBIT A

TRIBAL-STATE MOE PARTICIPATION PARTNERSHIP PLAN IN TRIBAL TANF

Entities Eligible to Participate

The Lummi TANF program intends to serve all enrolled federally recognized tribal members who reside in the Lummi Nation Service Area, and who meet the Lummi Nation TANF program eligibility criteria. The service area has been identified in the MOU established with the Nooksack Indian Tribe, who we are sharing our service area with.

List of the services and activities to be provided:

Types of Assistance

- Cash Assistance is a cash grant that will be provided to eligible families once client completes financial literacy training.
- Voucher Assistance will be provided to families initially when they begin TANF benefits, once they complete financial literacy training, families will have the option to receive a cash grant.

Transitional Services

- Transitional Services are support services provided to a former TANF client to aid in the transition to employment. The participant is eligible for the first six months; after that, they remain eligible until the family income reaches 250% of the federal poverty level, or 2 years after exiting TANF, whichever comes first.

Diversion Services

- Diversion Services are support services provided to low-income (at-least than 250% federal poverty level) working parents to meet immediate needs that are interfering with their ability to maintain or begin employment.

Support Services

Support services payments will be issued to the Lummi Nation TANF program participants, or directly to a service provider, to enable them to engage in assigned TANF activities and/or accept and maintain employment.

Support services are services provided to eligible TANF adults to help begin or maintain employment and are fully engaged in TANF participation requirement

These support services will include:

- Job referral and placement services
- Work subsidies
- Job search assistance
- Job counseling
- Personal and family counseling, including: a) domestic violence prevention - child, elder, and spousal abuse prevention; b) financial; c) health and hygiene; and etc.
- Substance abuse counseling
- Substance abuse treatment
- Transportation
- Child Care
- Elder Care
- Initial screening for qualification for other related programs and services, (i.e. WIA, NEW, Food Stamps, GA, TWEP, AVT, etc.)
- Referrals to other tribal, state, and local support services and related employment and training programs
- Health service systems referrals
- Housing referrals and assistance
- Clothing, tools, and equipment needed for training or to get or retain a job
- Books and supplies for job-related educational activities
- Educational counseling and services
- Educational programs, including, Adult Basic Education, GED, and stay in school initiatives
- Youth services and activities related to TANF goals
- Traditional cultural support activities
- Nonrecurring, short-term benefits (emergency assistance)
- Diversion Services

The Lummi Nation TANF Program will continue to work with the local CSO to provide childcare, medical and food stamps.

Emergency Assistance

Emergency assistance is short-term, nonrecurring benefits not lasting more than 4 months. It is designed to deal with a specific crisis situation or episode of need.

The Tribe may use segregated Federal TANF funds to provide services (and related activities) that do not constitute “assistance” (as defined in 45 CFR 286.10) to individuals and family members who are not financially deprived but who need the kind of services that meet TANF purposes 3 or 4. Objective criteria will be established for participation in these programs.

The Tribe may also use MOE funds to pay for non-assistance pro-family activities for individuals or family members, regardless of financial need.

Projected fy2011 - fy2013 State MOE IGA Funding Budget

	Year 1	Year 2	Year 3	Totals
Negotiated Funds				
Total Negotiated State MOE Funds	\$ 1,365,050.00	\$ 1,365,050.00	\$ 1,365,050.00	\$ 4,095,150.00
Totals	\$ 1,365,050.00	\$ 1,365,050.00	\$ 1,365,050.00	\$ 4,095,150.00
				\$ -
Expenditures				
Cash Assistance	\$ 650,351.10	\$ 650,351.10	\$ 650,351.10	\$ 1,951,053.30
Other Assistance Expenses	\$ 82,115.04	\$ 82,115.04	\$ 82,115.04	\$ 246,345.12
Expenses for Non-Assistance	\$ 25,403.11	\$ 25,403.11	\$ 25,403.11	\$ 76,209.33
Administrative	\$ 401,893.16	\$ 401,893.16	\$ 401,893.16	\$ 1,205,679.48
Systems	\$ 41,057.52	\$ 41,057.52	\$ 41,057.52	\$ 123,172.56
Other Non-Assistance Expenses	\$ 164,230.07	\$ 164,230.07	\$ 164,230.07	\$ 492,690.21
Totals	\$ 1,365,050.00	\$ 1,365,050.00	\$ 1,365,050.00	\$ 4,095,150.00

Exhibit B

Lummi Nation, Tribal TANF Program State MOE Payment and Reporting Schedule

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

Corresponding SFY 2011 IGA period:	12-1-2010 to 6-30-2011
MOE owed for corresponding SFY 2011 IGA period:	\$796,279

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:	\$1,365,050

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:	\$1,365,050

Total MOE funding provided for the period 12-1-2010 to 6-30-2013: \$3,526,379

EXHIBIT C ACF-196 T

REPORTING ITEMS	COLUMN (A) FEDERAL TFAG FUNDS	COLUMN (B) STATE CONTRIBUTED MDE 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. 0978-0146			EMAIL ADDRESS:	
FORM ACF-196T PAGE 1 OF 1			EXPIRATION DATE: 6/30/2019	

**EXHIBIT D
WA-TT-CR-01**

**TRIBAL TANF
STATE OF WASHINGTON TRIBAL QUARTERLY REPORT**

TRIBE'S NAME: _____

CURRENT QUARTER ENDING DATE: _____

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

**STATE MOE FUNDING & EXPENDITURE DATA
FOR THIS CURRENT QUARTER**

State Funds Transferred to Tribe: \$ _____

State Funds Expended by Tribe: \$ _____

SINCE INCEPTION OF THE TRIBAL TANF PROGRAM

Total Unspent State Funds: \$ _____

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

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

DATE: _____ **PHONE NUMBER:** _____

EXHIBIT E

WA-TT-LPM-01

**Lummi Tribal TANF Program
Performance Measures**

Current Quarter Ending Date _____ Qtr _____

	Measure	Report
1	Percentage of Cases Leaving Lummi Tribal TANF due to Earnings	
2	The Number of Cases Engaged in WEX, OJT, and GED	___ WEX cases ___ OJT cases ___ GED cases
3	Work Participation Percentage Rate	
4	Percentage of Families Meeting the School Attendance Standards set by the TFAP	

WA-TT-LPM-01