

INTERGOVERNMENTAL AGREEMENT
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES
Between The
UPPER SKAGIT TRIBE &
THE WASHINGTON STATE
DEPARTMENT OF SOCIAL AND HEALTH SERVICES

1. AUTHORITY

THIS AGREEMENT is entered into between the Upper Skagit Indian Tribe (hereafter "Tribe") and the Washington State Department of Social and Health Services (hereafter Department or DSHS) pursuant to their respective governmental authorities. The Tribe is authorized to enter into this Agreement pursuant to Article VI, of the Upper Skagit Tribe's Constitution, permitting negotiation with federal, state, and local government on behalf of the Tribe. The Department is authorized to enter into this Agreement pursuant to the Inter-local 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.

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

The Department and the Tribe recognize that the Tribe has a compelling interest as a sovereign nation 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 government-to-government relationships affirmed by the Centennial Accord of 1989.

Section 412 of the Social Security Act requires payment of federal TANF funds to Indian Nations with approved TANF plans. The Nation 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 consolidated Agreement to:

- Transfer of a fair and equitable amount of 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. Depending upon whether a State meets certain TANF program requirements, the required minimum level of State MOE spending in any fiscal year is 75% or 80% of the State's 1994 spending in certain AFDC related programs.
4. **TANF (Temporary Assistance for Needy Families):** a program authorized by the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) (Pub. L. 104-193), reauthorized under the Deficit Reduction Act of 2005 (DRA) (Pub. L. 109-171), and codified in Title IV-A of the Social Security Act, operated by states and Indian nations to provide financial assistance and employment and training services to eligible, needy families.

5. TFAP (Tribal Family Assistance Plan): Means the plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act.
6. Tribal TANF Program: Means a TANF program developed by an eligible Indian Nation, or consortium of Nations, and approved by the Administration for Children and Families under Section 412 of the Social Security Act.
7. WorkFirst: The state's welfare reform program which provides support services and activities to TANF recipients and low-income families so they can find jobs, keep jobs, and become self-sufficient.
8. 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's compliance with the terms, conditions and requirements of this Agreement and the Tribe's 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

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.

5. TFAP AND SERVICE POPULATION

1. The Tribe has a HHS approved Tribal Family Assistance Plan (TFAP), which is incorporated by reference. The TFAP is effective from July 1, 2010 to June 30, 2013.

2. Consistent with its federally approved TFAP, the Tribe agrees to continue to serve all American Indian and Alaskan Natives who are members of federally recognized tribes residing on the Upper Skagit Indian Reservation and Upper Skagit tribal members residing in Skagit County including those living on the Swinomish Reservation – (see Attachment 1, “Swinomish Tribal Community Resolution....”)
3. The Department and the Tribe determined that there were 32.4 tribal families receiving public assistance benefits in 1994, based on the Tribe’s identified service population as identified in their TFAP.
4. The Tribe has received federal approval of their TFAP indicating that they have complied with the requirements of the federal policy (TANF-ACF-PI-05-03, May 11, 2005 Program Instruction) relating to serving Indian families on or near the reservation service areas, including the policy provisions relating to notification of other Nations with overlapping near reservation areas. If there is a change to the Tribe’s service population or geographic area under their federal TFAP and associated federal funding, the Tribe will notify the Department. The Department will adjust the State funds and the Intergovernmental Agreement with The Tribe accordingly to reflect these changes.

6. TRANSFER OF STATE FUNDING

1. For purposes of this Agreement, the state fiscal year (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 Tribe for the period December 1, 2010 to June 30, 2013, up to the amount of \$1,143,859 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.
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 invoice voucher and required reports as early as July 1 of the SFY for which the Tribe is requesting payment. However, each annual A-19 must be submitted no later than thirty (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 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) unless the Tribe can show good cause why the funding amount should remain the same next SFY(s).
7. The Department agrees to adjust funding to 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. REPORTING

1. 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 3rd quarter report, funds may be redistributed to other tribes unless the Tribe can show good cause why the funding amount should remain the same for the next fiscal year.)
2. 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.
3. The Parties agree that, at a minimum, the report will contain all information, including operational and financial information, required by applicable Federal and/or State law for the Tribal TANF program or in subsequent amendments to the Tribe's TFAP or to this Agreement. By July 31, the Tribe shall send electronic copies of single annual program performance report to the state 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 the Tribe in writing. The Department will not use tribal information or data to generate revenue or indirect services that will not directly benefit the Tribe. The Department will not release any tribal reports, information or data to any third party without notice to the Tribe in writing and without being mandated to do so by applicable law.
7. 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.

8. The Tribe shall furnish a copy of the executive summary from its most recent annual audit to the Department no later than the due date for filing with the Federal Government. The audit shall comply with the Single Audit Act, as amended.

State MOE Funds and Caseload

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 reporting form ACF-196T Tribal TANF Financial Report Form, which is attached and incorporated as Exhibit " C" or, if the Tribe is operating under P.L. 102-477, it shall submit a fiscal report as agreed upon by the Tribe. 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.
12. To report caseloads 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 10th, February 10th, May 10th and August 10th. The form requires tribes to report unduplicated caseload data and provide the total amount of unspent MOE since the inception of the Tribal TANF program.
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.

Performance Measure Data

14. To report the agreed upon performance measure data the Tribe shall adopt the goals and objectives for the USIT as outlined in the attached Performance Plan and Budget incorporated as Exhibit A.

The Performance Plan and Budget report 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.

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:

Randy Doucet
General Manager of Governmental Operations
25944 Community Plaza Way
Sedro Woolley, WA 98284
Phone: (360) 854-7090
Fax: (360) 854-7004
randyd@upperskagit.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. The 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 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's federal Single Audit Act audit.
 - b. The Department will provide at least thirty (30) calendar days notice to the Tribe prior to any on-site inspection and, at the request of the Tribe, consider cultural or tribal activities that might take precedence when scheduling on-site visits.
 - c. The Department will monitor TFAP programs and services once per year unless otherwise required by federal and state law and regulation. The Department will provide the Tribe with at least thirty (30) calendar days notice of any monitoring visit.

10. IMPLEMENTATION AGREEMENTS

1. The Department and the Tribe shall update the TANF Operating Agreement between the Upper Skagit Indian Tribe and the Mount Vernon Community Services Office dated June 15, 2007. The Operating Agreement describes 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.

2. This Operating Agreement shall also include provisions to ensure that a family receiving assistance under the Tribe's 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. The Tribe does not have its own Title IV-D child support program.
5. To provide for the transfer of information on tribal family cases and for the ongoing coordination of services for these families, the Department and the Tribe will sign a data share agreement as a condition of receiving State MOE funds under this Agreement.

11. LIABILITY OF THE 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.

12. 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. Prior to withholding funding, under the authority of this subsection 3 of Section 12 of the IGA, the Department shall provide the Tribe with 45 days advance written notice.
 - 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 13. 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 13 – Conflict Resolution. Action taken under this section, however, shall continue and remain in effect pending the outcome of any dispute resolution process.

13. CONFLICT RESOLUTION

1. The Parties agree to work cooperatively to accomplish all of the terms of this Agreement, 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.

Any monetary relief provided for by a Disputes Board is limited to the amount of funds expended or that should be expended based upon the budget in Ex. A under this Agreement.

4. Nothing in this agreement herein shall act to grant any jurisdiction to the State over the Tribe or the Upper Skagit Indian Reservation.
5. Nothing in this Agreement shall waive the Tribe's sovereign immunity for suits by any third party nor shall any such party be a third party beneficiary of this Agreement. Nothing herein shall create a cause action on behalf of any third party. The Tribe and DSHS recognize that the funding and other resources available to the Tribe may decrease or change in the future. The obligation by the Tribe is expressly limited to those actually provided by DSHS. Nothing herein shall create any liability or obligation by the Tribe to either DSHS or third parties in excess of or inconsistent with funds or other resources provided by DSHS under his Agreement.

14. AMENDMENT, WAIVER AND TERMINATION

1. This Agreement or any provision thereof and/or the attached TANF Plan 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 A and the Tribe's 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 16.

15. 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.

16. 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.

17. TERM

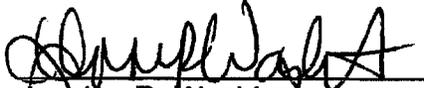
THIS AGREEMENT shall become effective December 1, 2010 and end on June 30, 2013, unless extended or terminated prior to that date, as provided herein.

18. SURVIVABILITY.

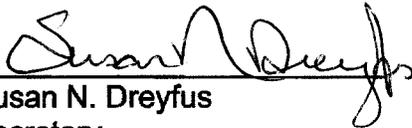
The terms and conditions contained in this Agreement that by their sense and context are intended to survive the expiration or termination of this Agreement shall so survive.

19. EXECUTION

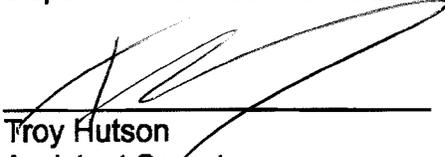
THE FOLLOWING REPRESENTATIVES, by virtue of their respective representative capacities hereby approve this Agreement as affirmed by their signatures below.


Jennifer R. Washington
Chair
Upper Skagit Indian Tribe

Date 11/30/2010


Susan N. Dreyfus
Secretary
Department of Social & Health Services

Date 1/23/11


Troy Hutson
Assistant Secretary
Economic Services Administration

Date 1/18/11

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

UPPER SKAGIT INDIAN TRIBE PERFORMANCE PLAN

Section 1: Program Description

The purpose of the Upper Skagit TANF Program is to assist needy families become economically self-sufficient and independent from public assistance. To accomplish its purpose, the TANF Program offers job preparation training, work experience, and support services that are designed to help families while they are engaging in training and work experiences. The Upper Skagit TANF Program service area is all of Skagit County, Washington. The service population includes eligible enrolled Upper Skagit Tribal members residing in Skagit County, including, but not limited to, those Upper Skagit Tribal members residing on the Swinomish Tribal Community's Reservation, and all enrolled members of federally recognized tribes who are residing on the Upper Skagit Indian Reservation.

Section 2: Program Services

2.1 TANF Cash Assistance: Cash grants are provided monthly to eligible families while the parents are participating in job preparation and/or barrier removal activities that are approved and supervised by a TANF case manager. Cash benefits are based on eligibility criteria for the preceding month. Cash grant amounts are reviewed by TANF Management no less than once per program year. Changes in cash grant amounts must be approved by the Upper Skagit Tribal Council before implementation.

2.2 Transitional Services: Transitional services are available to former TANF clients to aid in their successful transition to unsubsidized employment and self sufficiency. All clients who exit TANF are eligible for transitional services for the first six months after ending TANF participation. Former TANF families remain eligible for transitional services until family income reaches 200% of the federal poverty level or for two years after leaving TANF, whichever comes first. If a family's income remains below 200% of the federal poverty level, USIT TANF Management may approve transitional services for an additional 12 months on a case-by-case basis.

2.3 Diversion Services: Diversion services are provided for families who do not want to apply for TANF and need one-time assistance to avoid doing so. Diversion services help families stay off TANF and are offered to families with incomes of less than 200% of the federal poverty level. Diversion clients must meet service area and service population eligibility and be parents with minor children.

2.4 Emergency Services: These services are nonrecurring short-term benefits provided to TANF eligible families with emergency health care problems, or emergency safety, transportation, or shelter needs.

2.5 Support Services: Support services are goods and services provided to eligible TANF clients to help them find employment, begin employment, or maintain employment. Clients who are not fully meeting TANF participation requirements are not eligible for support services. Clients who are eligible for TANF cash grant assistance, transitional services and/or diversion services are eligible for support services.

2.6 Subsidized Employment: TANF clients who are not engaged in full-time barrier removal, full-time training, or full-time education programs are placed in subsidized employment opportunities at tribal and non-tribal worksites. Subsidized employment is limited to the equivalent of full-time employment. Clients who meet all TANF eligibility requirements may be offered subsidized employment opportunities designed to enhance workplace skills and lead to full-time employment.

2.7 Child Only Cash Assistance: A non-needy caretaker relative may receive cash grant assistance to aid in the support of children for whom they have legal custody and who reside in the caretaker's home. All other cash received by the child from any source must be reduced from the total grant amount.

Section 3: Performance Measure Data

Using a balanced scorecard approach, the USIT TANF program will collect and analyze data in the following four areas in order to increase Program performance and to measure performance outcomes:

3.1 Financial. TANF staff will monitor and analyze all budget lines for administration of the TANF program at least one time per month to ensure program costs stay within the budget. The major budget categories are program administration costs, client training costs and client benefits. In addition to maintaining costs within budget, the TANF staff will review ways to:

- a. Increase administrative costs efficiencies.
- b. Improve system for verification of client information to ensure accurate client cash benefit funding.
- c. Improve system for verification of client needs and client information to ensure appropriate client support services funding.

3.2 Customer. TANF Clients. The TANF staff will monitor and analyze the Program in order to:

- a. Provide quality and relevant client training classes and opportunities.
- b. Ensure that TANF clients exit the Tribe's TANF program as a result of attaining living wage employment.
- c. Ensure that employed clients remain employed.
- d. Ensure TANF clients receive assistance that allows them to take advantage of local job specific training programs.
- e. Ensure eligible youth attain part-time jobs that provide work experience.
- f. Provide TANF clients without a high school diploma the opportunity to obtain a GED.

3.3 Learning & Growth.

- a. TANF management will set up a training program to ensure that TANF Case managers become cross-trained in all aspects of program administration.
- b. TANF management will ensure that TANF staff keeps current on best practices and changes in policies and procedures for Program administration.

3.4 Internal Program Processes. TANF staff will work on:

- a. Improving program policies and procedures to match client needs.
- b. Improving program practices and efficiencies by reviewing and analyzing current practices.
- c. Improving internal controls to protect program assets.
- d. Developing up-to-date and relevant training and classes to meet client needs.

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.

Section 4. Responsibilities of DSHS

The State will transfer State MOE funds in the amount of \$442,784 to the Upper Skagit Tribal TANF Program in annual lump sum amounts for the three year period covered by this agreement, for a total financial commitment during the three years of \$1,328,352, ending June 30, 2013.

State TANF Budget Proposal for 12/10-6/13

11/29/2010 12:31

State TANF Budget 12/10-6/13	12/10-6/11 Budget	7/11-6/12 Budget	7/12-6/13 Budget	Totals
Personnel -Payroll	43,750.00	75,000.00	75,000.00	193,750.00
Fringe Benefits	10,938.00	18,750.00	18,750.00	48,438.00
	-			-
Contractual	1,225.00	2,100.00	2,100.00	5,425.00
Program Supplies	2,042.00	3,500.00	3,500.00	9,042.00
Phone Costs	408.00	700.00	700.00	1,808.00
Rents & Leases	2,042.00	3,500.00	3,500.00	9,042.00
Travel & Training	875.00	1,500.00	1,500.00	3,875.00
Support Services	35,583.00	61,000.00	61,000.00	157,583.00
	-			-
Client Grants	94,500.00	162,000.00	162,000.00	418,500.00
	-			-
Direct Totals	191,363.00	328,050.00	328,050.00	847,463.00
				-
Indirect at 35% (Exclude Client Grants)	66,928.00	114,734.00	114,734.00	296,396.00
Totals	258,291.00	442,784.00	442,784.00	1,143,859.00

Exhibit B

Upper Skagit Tribe, 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 6-30-2010
MOE owed for corresponding SFY 2011 IGA period: \$258,291

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: \$442,784

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: \$442,784

Total MOE funding provided for the period 12-1-2010 to 6-30-2013: \$1,143,859

EXHIBIT C

ACF-196 T

[insert form]

**U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES**

TRIBAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) ACF - 1987 FINANCIAL REPORT

TRIBE Name:	GRANT AWARD YEAR:	SUBMISSION:
EMPLOYER ID NUMBER (EIN):	REPORT PERIOD:	ORIGINAL <input type="checkbox"/> or REVISED <input type="checkbox"/>
	From:	QUARTERLY <input type="checkbox"/> or FINAL <input type="checkbox"/>
	To:	

REPORTING ITEMS	COLUMN (A) FEDERAL TAG FUNDS	COLUMN (B) STATE CONTRIBUTED MOE FUNDS	COLUMN (C) TRIBAL FUNDS
1. TOTAL FEDERAL FUNDS AWARDED	\$	\$	\$

EXPENDITURES ON ASSISTANCE

2a. Cash Assistance Payments	\$	\$	\$
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	\$	\$	\$
6. 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. 9870-0346	EMAIL ADDRESS:
EXPIRATION DATE: 07/31/2011	

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

WA-TT-LPM-01

QUARTERLY PERFORMANCE MEASURES REPORT

Using a balanced scorecard approach, the USIT TANF program will collect and analyze data in the following four areas in order to increase Program performance and to measure performance outcomes:

1. Financial. TANF staff will monitor and analyze all budget lines for administration of the TANF program at least one time per month to ensure program costs stay within the budget. The major budget categories are program administration costs, client training costs and client benefits. In addition to maintaining costs within budget, the TANF staff will review ways to:
 - a. Increase administrative costs efficiencies.
 - b. Improve system for verification of client information to ensure accurate client cash benefit funding.
 - c. Improve system for verification of client needs and client information to ensure appropriate client support services funding.
2. Customer. TANF Clients. The TANF staff will monitor and analyze the Program in order to:
 - a. Provide quality and relevant client training classes and opportunities.
 - b. Ensure that TANF clients exit the Tribe's TANF program as a result of attaining living wage employment.
 - c. Ensure that employed clients remain employed.
 - d. Ensure TANF clients receive assistance that allows them to take advantage of local job specific training programs.
 - e. Ensure eligible youth attain part-time jobs that provide work experience.
 - f. Provide TANF clients without a high school diploma the opportunity to obtain a GED.
3. Learning & Growth.
 - a. TANF management will set up a training program to ensure that TANF Case managers become cross-trained in all aspects of program administration.
 - b. TANF management will ensure that TANF staff keeps current on best practices and changes in policies and procedures for Program administration.
4. Internal Program Processes. TANF staff will work on:
 - a. Improving program policies and procedures to match client needs.
 - b. Improving program practices and efficiencies by reviewing and analyzing current practices.
 - c. Improving internal controls to protect program assets.
 - d. Developing up-to-date and relevant training and classes to meet client needs.

Upper Skagit Tribe, Tribal TANF Program

Reporting Quarter: _____

Attach # 1

**SWINOMISH INDIAN TRIBAL COMMUNITY
RESOLUTION NO. 2007-02-001**

**A RESOLUTION AUTHORIZING THE UPPER SNAKE INDIAN TRIBE TO
REQUEST FUNDING FOR AND TO OPERATE A TANF PROGRAM IN THE
SWINOMISH INDIAN TRIBAL COMMUNITY'S SERVICE AREA.**

WHEREAS, the Swinomish Indian Tribal Community (the "Tribe") is a Federally
Recognized Indian Tribe organized pursuant to Section 16 of the Indian Reorganization
Act of 1934 (25 U.S.C. § 476); and

WHEREAS, the Tribe is organized under a constitution and bylaws originally
ratified by the Tribe on November 16, 1983, and approved by the Secretary of the Interior
on January 27, 1984, and as most recently amended and ratified by the Tribe on
September 7, 1985, and approved by the Secretary of the Interior on October 22, 1985;
and

WHEREAS, Swinomish Indian Senate (the "Senate") is the duly elected
governing body of the Swinomish Indian Tribal Community and exercises governmental
authority over all funds and waters within the Swinomish Indian Reservation; and

WHEREAS, the Tribal Senate is authorized to take this action pursuant to Article
VI, Sections 1 (a), (b), (1), or (2) of the Constitution of the Tribe approved January 27,
1984, as amended;

WHEREAS, the Swinomish Tribe and the Upper Snake Indian Tribe have a
long-standing history of working cooperatively in the administration of health, education
and welfare programs; and

WHEREAS, the Swinomish Tribe and the Upper Snake Indian Tribe have
worked cooperatively to provide Welfare-to-Work services for all American Indian and
Alaskan Natives in each other's Service Area; and

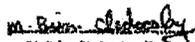
WHEREAS, by agreement with the Swinomish Tribe and through contract with
the State of Washington the Upper Snake Tribe has, since 1995, administered Tribal
Welfare-to-Work programs for the benefit of all American Indian and Alaskan Natives in Skagit
County; and

WHEREAS, the Federal Responsibility and Work Opportunity Reconciliation
Act (PRWORA) of 1996 authorizes Federally Recognized Tribes to administer
Temporary Assistance for Needy Families (TANF) programs; and

WHEREAS, the Upper Snake Indian Tribe, under the authority of PRWORA,
wishes to apply for and administer a Tribal TANF Program for the benefit of Upper
Snake Tribal members living on the Swinomish Indian Reservation; and

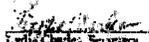
WHEREAS, the Swinomish Tribe wishes to have the Upper Skagit Tribe continue administering TANF programs to Upper Skagit Tribal members residing on the Swinomish Indian Reservation;

NOW THEREFORE BE IT RESOLVED, that the Swinomish Indian Senate authorizes the Upper Skagit Tribe to apply for and administer Tribal TANF programs to Upper Skagit Tribal members residing on the Swinomish Indian Reservation until such time as either tribe voluntarily or by mutual agreement terminates this authorization.


M. Dean Cladesby, Chairman
Swinomish Indian Senate

CERTIFICATION

As Secretary of the Swinomish Indian Senate, I hereby certify that the foregoing Resolution was approved at Regular Meeting of the Swinomish Indian Senate held on February 6, 2007, at which time a quorum was present and the resolution was passed by a vote of 2 FOR, 0 AGAINST, and 0 ABSTENTIONS.


Lydia Charles, Secretary
Swinomish Indian Senate



**UPPER SKAGIT TRIBAL COUNCIL
RESOLUTION 2010- 100**

Re: Adoption of 2010-2013 Intergovernmental Agreement Between the State of Washington and the Upper Skagit Indian Tribe for Temporary Assistance For Needy Families

WHEREAS, the Upper Skagit Tribal Council is the governing body of the Upper Skagit Indian Tribe in accordance with its Constitution and By-Laws approved by the Secretary of the Interior on December 4, 1974, and in accordance with the Indian Reorganization Act of 1934; and

WHEREAS, the Upper Skagit Tribal Council approved the Tribal TANF Plan by resolution 2006-052; and

WHEREAS, the Upper Skagit Tribal Council approved an amendment to said plan by Resolution 2007-022; and

WHEREAS, due to budget short falls projected by the State of Washington (the "State") for 2010 through 2013, the State has proposed certain amendments to the Tribe's TANF plan causing a reduction in funding to the Tribe's TANF program; and

WHEREAS, after having reviewed the plan and based upon the recommendation of the Tribe's appointed representatives the Tribal Council has determined that it is in the best interest of the Tribe to adopt the attached 2010 – 2013 Intergovernmental Agreement between the State of Washington and the Upper Skagit Indian Tribe for Temporary Assistance For Needy Families.

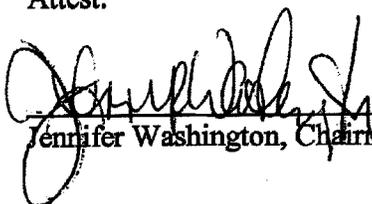
NOW THEREFORE BE IT RESOLVED, that the Tribal Council does hereby give the authority to the Tribal Chairman to execute the 2010 – 2013 Intergovernmental Agreement between the State of Washington and the Upper Skagit Indian Tribe for Temporary Assistance For Needy Families.

CERTIFICATION

The above resolution was duly enacted by Upper Skagit Tribal Council at a regular meeting held on November 23, 2010 on the Upper Skagit Reservation, at which time a quorum was present. The Resolution was approved by a vote of 5 FOR, 0 AGAINST, and 0 ABSTENTIONS.


Tina Talley, Secretary

Attest:


Jennifer Washington, Chairman