

INTERGOVERNMENTAL AGREEMENT
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
BETWEEN
THE LUMMI NATION AND THE WASHINGTON STATE DEPARTMENT OF
SOCIAL AND HEALTH SERVICES

1. AUTHORITY

THIS AGREEMENT is entered into between the Lummi Nation (hereinafter the Tribe) and the Washington State Department of Social and Health Services (hereinafter the Department), pursuant to their respective governmental authorities. The Tribe is authorized to enter into this Agreement under the Tribe's Constitution. The Interlocal Cooperation Act, RCW 39.34, permits any State agency to enter into a cooperative agreement with an Indian tribe for their mutual advantage and cooperation. RCW 74.08A.040 requires the Department to coordinate and cooperate with eligible Indian tribes that elect to operate a Tribal Temporary Assistance for Needy Families (TANF) Program as provided for in Pub. L. 104-193 and 109-171 and to transfer a fair and equitable share of Maintenance of Effort funds (MOE) to the eligible Indian tribe. The Department and the Tribe desire to enter into this Agreement pursuant to their respective authorities, which include financial assistance and employment and training services to eligible, needy families in order to fulfill the purpose set out herein. It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes.

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

The Department and the Tribe recognize that the Tribe has a compelling interest as a sovereign 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 the government-to-government relationships affirmed by the Centennial Accord of 1989 and RCW 43.376.

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

2. PURPOSE

It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes. The Department and the Tribe enter into this Agreement to transfer a fair and equitable amount of state maintenance of effort funds (MOE funds) to the Tribe and to work in partnership to coordinate state and tribal benefits and services.

This Agreement is consistent with, and is intended to further, the declared national policy of helping needy families achieve self-sufficiency. At the same time, this Agreement also protects the best interest of families and children by providing an effective and efficient way by which these families and children receive resources available to both the Department and the Tribe.

This agreement honors the Tribe's inherent right to design and operate culturally relevant and appropriate programs on behalf of the population served.

TANF programs help needy families achieve self-sufficiency. Families will be given access and input into all programs and services needed to reach the goal of self-sufficiency. During the transition from TANF to work, the personal dignity, pride and cultural identity of recipients will be protected through their opportunity to make life-changing choices.

3. DEFINITIONS

The Department and the Tribe 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, WAC 388-315, OMB Circulars A-87 and A-133, and 45 CFR 92.
2. IGA: Intergovernmental Agreement
3. Retrocession: The process by which an Indian tribe or a state voluntarily terminates and cedes back (or returns) a TANF program to the other, consistent with federal regulations. Retrocession includes the voluntary relinquishment of the authority to obligate or spend previously awarded state and federal funds before that authority otherwise expires.
4. State Maintenance of Effort Funds (MOE): Per WAC 388-315-1050, state maintenance of effort is a federal TANF requirement that a state shall spend at least a specified amount, as required by 45 CFR 263.1, of state funds for benefits and services for members of needy families each year. A broad, but not unlimited, array of benefits and services for low-income families with children can count toward satisfying a state's maintenance of effort obligation
5. Temporary Assistance for Needy Families (TANF): A program authorized by the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) (Pub. L. 104-193), reauthorized under the Deficit Reduction Act of 2005 (DRA) (Pub. L. 109-171), and codified in title IV-A of the Social Security Act, operated by states and Indian tribes to provide financial assistance and employment and training services to eligible, needy families.

6. TFAP (Tribal Family Assistance Plan): The plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act.
7. Tribal TANF Program: A TANF program developed by an eligible Indian tribe, or consortium of tribes, and approved by the Administration for Children and Families under Section 412 of the Social Security Act.
8. WorkFirst: The state's welfare reform program which provides support services and activities to TANF recipients and low-income families so they can find jobs, keep jobs, and become self-sufficient.
9. Annual Report A report consisting of all information, including operational and financial information, required by federal and/or state law for the contracted services and funds included in this Agreement or in subsequent amendments to this Agreement.
10. Single Point of Contact: The DSHS office designated by the Department and the tribal office designated by the Tribe to facilitate the flow of operational information, about this Agreement, between the Tribe and the Department.

4. THE DEPARTMENT AND THE TRIBE AGREE TO THE FOLLOWING

The Department and the Tribe engaged in negotiations to determine the:

1. Amount of State MOE funds and other monetary and non-monetary enhancement that would be provided by the Department to assist the Tribe's TANF program.
2. Requirements for the use and reporting on state MOE funds, terms of a data share agreement, and measures of success for the Tribe's TANF program.
3. IGA Amendment Form (See attached and incorporated Exhibit E): A tribe must provide detailed information to the DSHS Economic Services Administration (ESA) for each statutory or regulatory waiver it seeks. This includes the exact citation, the reason for the waiver request, and a detailed description of the Tribe's proposed alternative to the statute or regulation.
 - a. Federal Waivers
DSHS will support a tribe in its efforts to petition the federal government to waive program requirements a tribe finds burdensome, unless DSHS finds that such a waiver is in direct conflict with federal statutes or inconsistent with the purposes of the program or the statute from which the program derives its authority. See 45 CFR 95, Subtitle A, Subchapter A and 25 CFR 900 Chapter V, Subpart K, Waiver Procedures, for guidance.
 - b. State Amendments
DSHS will support a tribe in its efforts to petition the state legislature to amend

statutory provisions that a tribe finds burdensome unless DSHS finds that the provisions are inconsistent with the purposes of the program, or in conflict with program goals.

c. State Waivers

DSHS will support a tribe in its efforts to obtain waivers to departmental regulations in accordance with WAC 388-440-0001. See Exhibit E.

- i. To petition for a regulatory waiver, the Tribe will submit a written waiver request to the DSHS Economic Services Administration (ESA). The request must identify the regulation to be waived and the basis for the request. The request must explain the intended effect of the waiver, the impact upon the Tribe if the waiver is not granted, and the specific programs(s) to which the waiver will apply. It must also describe the policy, if any, the Tribe is adopting to replace the specific regulation to be waived.
- ii. The Secretary of DSHS or designee will make the final decision on all requests for exceptions to rules within ninety days after the Secretary receives a written waiver request. The Secretary's decision will be in writing. Appeals may be conducted through the dispute mechanism in effect between the Tribe and DSHS.

d. Single Point of Contact:

Adele "Topsy" Kinley
TANF Program Manager, Lummi Nation
2665 Kwina Rd, Bellingham, WA 98226
360-312-2000 TopsyK@lummi-nsn.gov

Mary Anderson
Tribal Relations Program Administrator
DSHS ESA Community Services Division
PO BOX 45857
Olympia, WA 98504-5857
(360) 628-6442, Mary.Anderson@dshs.wa.gov

- e. Technical Assistance: ESA is responsible for providing technical assistance to tribes relating to the elements included in this agreement. Routine program related communications may continue among DSHS and tribal program staff and need not go through OIP; however, it is advisable to inform OIP of significant issues, should they arise.

5. TFAP AND SERVICE POPULATION

The Tribe has a United States Health and Human Services approved Tribal Family Assistance Plan (TFAP), which is incorporated by reference. The TFAP is effective

from October 1, 2022 through September 30, 2025.

There have been no changes in the Tribe's service area and the scope of the TANF plan will not be substantially changed in its TFAP. The effective date of the Tribe's TFAP is October 1, 2022. Consistent with its federally approved TFAP, the Tribe agrees to continue to serve all eligible, enrolled American Indians/Alaska Natives (AI/AN) residing in Whatcom County, except for those on the Nooksack Reservation. In addition, the Tribe will serve "Other" AI/AN 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.

The Department and the Tribe determined that there were 423.8 tribal families receiving public assistance benefits in 1994, based on the Tribe's identified service population as identified in their TFAP.

The Tribe has received federal approval of their TFAP indicating that they have complied with the requirements of the federal policy (TANF-ACF-PI-2018-02, December 21, 2018 Program Instruction) relating to serving Indian families on or near the reservation service areas, including the policy provisions relating to notification of other tribes with overlapping near reservation areas. If there is a change to the Tribe's service population under their federal TFAP and associated federal funding, the Tribe will notify the Department. The Department will adjust the State funds and the Intergovernmental Agreement with the Tribe accordingly to reflect these changes.

6. TRANSFER OF STATE FUNDING

- 1) For purposes of this Agreement, the state fiscal year (SFY) is July 1 to June 30.
- 2) Subject to availability of state MOE funds, and the provision of subsection 6 below, the Department agrees to transfer to the Tribe for the period October 1, 2022– September 30, 2025, up to the amount of \$4,095,150 in State MOE funds. Payments will be made in accordance with the State MOE Payment Schedule, Exhibit "B", attached hereto and incorporated herein.
- 3) The Department agrees to pay the annual MOE amounts to the Tribe in state fiscal year lump sum annual payments, after the receipt and acceptance by the Department of the completed A 19-1A Invoice Voucher and receipt and acceptance of the reports required under Section 8 of the IGA. Payment shall be considered timely if made by the Department within thirty calendar days after receipt of properly completed A 19-1A and reports.
- 4) The Department agrees to review submitted reports within twenty days and immediately contact the Tribe regarding any missing information or documentation.

- 5) For each SFY's payment, the Tribe may submit an A 19-1A invoice voucher and required reports as early as July 1 of the SFY for which the Tribe is requesting payment. However, each annual A 19-1A must be submitted to the State TANF point of contact no later than thirty days after the end of the requested reimbursement state fiscal year. Annual A 19-1As submitted to the Department after these dates shall not be paid, unless authorized by the Secretary of the Department.
- 6) For each state fiscal year, 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.
- 7) If there are any legislative changes impacting either Party, each reserves the right to renegotiate this Agreement.
- 8) Payments are subject to availability of state legislatively appropriated funds.
- 9) In addition to formal Tribal consultation, 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.
- 10) 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. EXPENDITURE OF STATE MOE FUNDS

The Tribe agrees to spend all funds received under this Agreement consistent with federal and state MOE requirements. The Tribe shall comply with all applicable federal and state laws and regulations and OMB circulars governing the use of state MOE funds. MOE funds must be spent on eligible families and for the four allowable TANF purposes. The four TANF purposes are listed in law at 42 USC 601(a) and regulation at 45 CFR 260.20. The law and regulations defining federal and state MOE requirements are 42 USC Section 609(a)(7), 45 CFR 263, RCW 74.08A.040, and WAC 388-315. In addition to following these provisions, the Tribe must also comply with the federal Office of Management and Budget (OMB) Circulars A-87, A-133 and 45 CFR 92.

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

The Tribe agrees to provide reports regarding its expenditure of State MOE funds to the Department, which are mandatory to meet State reporting requirements regarding the use of State MOE funds, as outlined and incorporated by reference in the November 27,

2000 TANF Policy Announcement (TANF-ACF-PA-2000-04) issued by the United States HHS, WAC 388-315-3000, and incorporated by reference.

To report the State MOE funds expended and the number of families served, as well as performance measure data and fiscal data, the Tribe will complete and submit quarterly reports to the Department by the following dates:

1. Caseload & Expenditure Report (Exhibit C, Page 1) and Performance Report (Exhibit C, Page 2): Must be received by the State TANF contact no later than forty days from the end of the quarter. (Due dates: November 9th, February 9th, May 10th and August 9th).
2. Fiscal Report (Exhibit D): The Tribe will report on only State MOE funds utilizing the ACF-196T Tribal TANF Financial Report Form. This form is due at the same time as required by ACF: within 45 days after the end of each quarter of the federal fiscal year (Due Dates: February 14th, May 15th, August 14th and November 14th).

Any funds received by the Tribe under this Agreement shall remain subject to the reporting requirements of this section at all times, notwithstanding the termination or conclusion of the funding period provided under this Agreement.

To the extent that the Tribe retains and spends any funds subsequent to the termination or conclusion of the funding period under this Agreement, the Tribe shall submit all required reports no later than forty days after the end of the calendar quarter in which State MOE funds are expended.

9. INCORPORATION OF GENERAL TERMS AND CONDITIONS

This Agreement incorporates the current and future Indian Tribe and DSHS Agreement on General Terms and Conditions entered into by the Department and the Tribe by reference. To the extent that this Agreement may conflict with the terms contained within the Indian Nation and DSHS Agreement on General Terms and Conditions, the terms contained within this Agreement control.

10. COMPLIANCE AND AUDITS

The Tribe shall comply with all applicable federal and state laws and regulations governing the use of federal and state MOE funds and document and report that MOE funds are spent appropriately. The Tribe shall provide TANF services as described in its federally approved TFAP.

The Department and the Tribe agree the Tribe will provide a copy of the Tribal TANF Program's section of the most recent federally-required A-133 Single Audit Report to the Department, within thirty calendar days of the Tribe's submission of the report to the federal government.

11. SERVICES PROVIDED UNDER THE PLAN (TFAP)

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

Included in the TFAP, the Tribe shall provide the Department with a list and description of the current eligibility criteria for Tribal TANF services. If and when changes or revisions of such eligibility occur, the Tribe shall promptly inform the Department of these changes or revisions.

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

12. IMPLEMENTATION AGREEMENTS

The Department and the Tribe shall update an Operating Agreement describing the working relationship between the Department's local Region and the Tribe, including procedures for the effective transfer of cases and coordination of services that shall be performed by each party. This Operating Agreement shall also include provisions to ensure that a family receiving assistance under the Tribe's plan may not receive assistance from other state or Tribal TANF programs.

The Department shall work in cooperation with the Tribe to provide Tribal TANF recipients with access to Basic Food and Medical Assistance. As applicable, the Tribe shall work with the Division of Child Support to address child support.

As a condition of receiving State MOE funds under this Agreement, and to provide for the transfer of information on Tribal TANF cases and for the ongoing coordination of services for these families, the Department and the Tribe will ensure that a current data share agreement is in place.

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

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

14. FUNDING REMEDIES

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

1. The Tribe does not provide the Department with reports required under this Agreement by their respective due dates.
2. Reports provided by the Tribe lack required information.
3. The Department has a credible basis to believe that the Tribe is spending or has spent funds provided under this Agreement inconsistent with federal and state MOE requirements. Prior to withholding funding, the Department shall provide the Tribe with forty-five days advance written notice.
4. The Tribe is unable to timely demonstrate that it spent funds under this agreement consistent with federal and state MOE requirements.
5. An A-133 Single Audit Report 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.
6. The Tribe otherwise does not comply with the terms and conditions of this Agreement.

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

In the event that the dispute is not resolved, the Tribe may utilize the dispute resolution process described in Section 15. Action taken under this section shall be suspended pending the outcome of any dispute resolution process.

15. DISPUTE RESOLUTION

The Department and the Tribe agree to resolve disputes that arise as follows:

1. The Department and the Tribe shall first attempt to resolve the matter through informal discussions and negotiations.
2. If informal discussions prove unsuccessful, the Department and the Tribe agree to refer the matter to non-binding mediation. Either party may request that a matter be submitted to a mediator to assist in resolving a dispute. The mediator shall be jointly selected and shall be approved by the Department and the Tribe. The cost shall be born equally by the Department and the Tribe.

3. If mediation does not resolve the dispute, then the parties agree to submit their dispute to arbitration before a Dispute Resolution Board. The Dispute Resolution Board shall consist of three individuals, one selected by the Department, one selected by the Tribe and a third party to be chosen by the first two. The Dispute Resolution Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Dispute Resolution Board shall be final and binding on both parties.
4. Nothing in this section is, or shall be deemed to be, a waiver of the Lummi Nation's sovereignty immunity to an action in any administrative or legal forum or to the payment to the state of any funds owned, held, or administered by the Lummi Nation, other than State MOE funds transferred under this agreement.

16. AMENDMENT, WAIVER AND TERMINATION

This Agreement or any provision may be altered, amended, or waived by written agreement signed by both parties. The parties may use the amendment form attached as Exhibit "E".

The funding under this Agreement is for the period October 1, 2022 to September 30, 2025, but is subject to any additional restrictions, limitations, or conditions imposed by state or federal laws or regulations during this time. Payments are subject to the availability of adequate federal and state MOE funds.

If there are changes to the federal or state TANF legislation, regulation, or funding structure that impacts either party, each reserves the right to terminate the funding and renegotiate this Agreement. The Department agrees to notify the Tribe in writing as early as possible of any potential funding or other issues that may require termination of this Agreement.

Either party may terminate the Agreement by giving the other party forty-five calendar days written notice.

Termination under this Agreement is the termination of funding, which means the Department's obligation to provide future payments of state MOE funds under Exhibit B ends, as does the Tribe's obligation to provide services with the future MOE funds.

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

17. 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 calendar days of the retrocession date.

18. PERIOD OF FUNDING AND ENFORCEMENT

The funding period under this Agreement shall be from October 1, 2022 to September 30, 2025 unless otherwise extended or terminated under this Agreement.

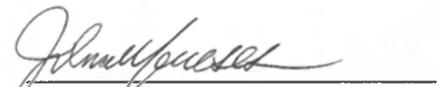
19. EXECUTION

The following in their representative capacities hereby approve this Agreement.



Lummi Nation

9/19/22
Date



Secretary
Department of Social & Health Services

9/26/2022
Date



Assistant Secretary
Economic Services Administration

9/26/2022
Date

Exhibits:

- A – Lummi Nation Tribal TANF Plan
- B - State MOE Payment Schedule
- C - Tribal TANF Caseload and Expenditure Report and Performance Measure Report
- D - ACF 196T Tribal TANF Financial Report
- E – IGA Amendment

Exhibit A

IGA Performance Plan & Budget or Lummi Nation Tribal TANF Plan

Projected Budget* TANF thru .

*The following is a template example of a projected budget with required expenditures categories.

Tribal TANF Expenditure Category	Cash Assistance Payments	Other Assistance Expenditures	Administration	Systems	Other Non Assistance Expenditures
Expenditure Details					
1. Includes cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e. for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses)	\$				
2. Expenditures for families that are not employed but need transportation services to participate in other work activities as provided under the Tribe's TANF plan. Do not include transportation supports provided as a nonrecurring, short-term benefit (for example, during applicant job search). Child care expenditures for families that are not employed, but need child care to participate in other work activities as provided under the Tribe's TANF plan. Do not include child care provided as a nonrecurring, short-term benefit (for		\$			

<p>example. during applicant job search or to recently employed families who need child care extended during a temporary period of unemployment in order to maintain continuity of care). Do not include expenditures on pre-K activities or other programs designed to provide early childhood development or educational services (e.g., following the Head Start model).</p>					
<p>3. It includes the costs for general administration and coordination of this program, including contract costs for these functions and indirect (or overhead) costs. Some examples of administrative costs include, but are not limited to:</p> <ol style="list-style-type: none"> 1. Salaries and benefits and all other direct costs not associated with providing program services to individuals, including staff performing administrative and coordination functions; 2. Costs for the good and services required for administration of the program such as the costs for supplies, equipment, travel, postage, utilities, and rental of 			<p>\$</p>		

<p>office space and maintenance of office space;</p> <p>3. Travel costs incurred for official business;</p> <p>4. Management information systems not related to the tracking and monitoring of TANF requirements;</p>					
<p>4. System costs related to monitoring and tracking under the program for the period the report is being submitted.</p>				\$	
<p>5. Include as "other" costs on general family preservation activities and parenting training. Include costs on activities such as substance abuse treatment, domestic violence services, and case management to the extent that such costs are not directed at the second goal of TANF and included as work-related costs above. Costs may include:</p> <p>1. Work subsidies payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, or training. Do not include expenditures related to payments to or on behalf of participants in</p>					\$

<p>community service and work experience activities as provided or allowed under the Tribe's TANF plan that are within the definition of assistance.</p> <p>2. Include costs related to educational and training activities. Include secondary education (including alternative programs); adult education, GED, and ESL classes; education directly related to employment; education provided as vocational educational training; and post-secondary education. Do not include costs of early childhood education or after-school or summer enrichment programs for children in elementary or junior high school.</p> <p>3. Include expenditures on work activities or work expenses that have not been reported as education or work subsidies (including staff costs related to providing</p>					
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<p>work experience and community service activities, on-the-job training, job search and job readiness, job skills training, and training provided as vocational educational training), related services (such as employment counseling, coaching, job development, information and referral, and outreach to business and non-profit community groups), and other work-related expenses such as costs for work clothes and equipment). Include such costs when provided as part of a diversion program or as transitional services to individuals who ceased to receive assistance due to employment.</p> <p>4. Expenditures for child care that does not meet the definition of assistance. Include child care provided to employed families (related either to their work or related job retention and advancement activities) and</p>					
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<p>child care provided as a non-recurrent, short-term benefit (e.g., during applicant job search or to a recently employed family during a temporary period of unemployment).</p> <p>5. Expenditures for transportation activities that do not meet the definition of assistance. Include the value of transportation benefits (such as allowances, bus tokens, car payments, auto insurance reimbursement, and van services) provided to employed families (related either to their work or related job retention and advancement activities) and provided as a nonrecurring, short-term benefit (e.g., during applicant job search or to a recently employed family during a temporary period of unemployment).</p>					
Total Expenses	\$	\$	\$	\$	\$

**Exhibit B
State MOE Payment Schedule***

State Fiscal Year July 1 – June 30**	Tribal TANF funding period	MOE Funding
<u>2023</u>	10/1/2022 to 6/30/2023	\$ 1,023,788
<u>2024</u>	7/1/2023 to 6/30/2024	\$ 1,365,050
<u>2025</u>	7/1/2024 to 6/30/2025	\$ 1,365,050
<u>2026</u>	7/1/2025 to 9/30/2025	\$341,262
<u>TOTAL 2023-2026</u>	10/01/2022 to 9/30/2025	\$4,095,150

*Subsequent to Sections 6-8 of this Agreement: Payment shall be considered timely if made by the Department within thirty calendar days after receipt of properly completed A 19-1A and reports. Lummi Nation must submit reports to the State TANF contact no later than forty days from the end of each quarter.

**The state fiscal year runs from July 1 – June 30 of the following year, and is named for the calendar year in which it ends; i.e. 7/1/2022 – 6/30/2023 is state Fiscal Year 2023.

**Exhibit C
State of WA Tribal TANF Quarterly Report – Page 1 of 2**

**TRIBAL TANF
STATE OF WASHINGTON TRIBAL CASELOAD & EXPENDITURE
QUARTERLY REPORT**

NAME OF TRIBE: Lummi Nation

CURRENT QUARTER ENDING DATE:

CASELOAD COUNT FOR THIS QUARTER:

	1ST Month of the Quarter	2ND Month of the Quarter	3RD Month of the Quarter
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 EXPENDITURE DATA FOR THIS CURRENT QUARTER

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 BOTH PAGES OF THESE FORMS IS ACCURATE & TRUE TO THE BEST OF MY KNOWLEDGE & BELIEF

SIGNATURE: TRIBAL OFFICIAL

TYPED NAME, TITLE

DATE:

PHONE NUMBER:

Exhibit C

State of WA Tribal TANF Quarterly Report – Page 2 of 2

TANF WA-TT-04 Performance Measure Report

TANF WA-TT-04 Performance Measure Report			
Reporting Year:		Reporting Quarter:	
	First Month of the Quarter	Second Month of the Quarter	Third Month of the Quarter
1. Work Participation: Monthly work participation percentage rate as references in the Tribal Family Assistance Plan TFAP.			
2. Work Experience and Subsidized Employment Participation: Percentage of clients required to work who are participating in the WEX or Subsidized Employment Programs.			
3. Engaged in TANF Employment & Training (E&T) Program: To include Job Readiness, On the Job Training, Classroom Training, and Life skill courses.			
4. Unsubsidized Employment Participation: Percentage of clients required to work who are employed in some capacity.			

Exhibit D

 U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ADMINISTRATION FOR CHILDREN AND FAMILIES			
TRIBAL TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) ACF - 196T FINANCIAL REPORT			
TRIBE Name:	GRANT AWARD YEAR:	SUBMISSION:	
EMPLOYER ID NUMBER (EIN):	REPORT PERIOD: From: _____ To: _____	ORIGINAL [] REVISED []	
		QUARTERLY [] FINAL []	
REPORTING ITEMS	COLUMN (A) FEDERAL TFAG FUNDS	COLUMN (B) STATE CONTRIBUTED MOE FUNDS	COLUMN (C) TRIBAL FUNDS
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:	
FORM ACF-196T PAGE 1 OF 1		CONTROL NO. 0970-0345	EMAIL ADDRESS:
		EXPIRATION DATE: 04/30/2023	

NOTE: PAPERWORK REDUCTION ACT OF 1995 (Pub. L. 104-13) STATEMENT OF PUBLIC BURDEN: The purpose of this information collection is to obtain expenditure data used by the Tribes for required fiscal year quarterly reporting. Public reporting burden for this collection of information is estimated to average 1.5 hours per grantee, including the time for reviewing instructions, gathering and maintaining the data needed, and reviewing the collection of information. This is a mandatory collection of information which is authorized under Section 412 (h) of the Social Security Act. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information subject to the requirements of the Paperwork Reduction Act of 1995 unless it displays a currently valid OMB control number. The OMB # and expiration date for this collection of information is 0970-0345 and the expiration date is 04/30/2023. If you have any comments on this collection of information, please contact ACF at email address: infocollection@acf.hhs.gov

**Exhibit E
IGA Amendment Form**

Intergovernmental TANF Agreement Amendment Form

Indian Nation: Tribal Plan Contract Number: Amendment Number: ACD Amendment Number Amending: (check all that apply) <input type="checkbox"/> IGA <input type="checkbox"/> Plan <input type="checkbox"/> Budget <input type="checkbox"/> Other Administration/Program and Page of agreement: See below
Reason for change:
Change:
By their signatures below, the parties agree to and certify that they are authorized, as representatives of their respective governments, to sign this Amendment regarding the TANF Intergovernmental Agreement and the Contract Consolidation Project.
_____ Date: _____ Lummi Nation
_____ Date: _____ Washington State Department of Social and Health Services

