

**TANF Operating Agreement  
Between the  
Lummi Nation TANF Program  
And the  
Bellingham Community Service Office**

This summary constitutes a record of the operations agreements reached between the Lummi Nation and the Bellingham Community Services Office (CSO), and the Region 3 Community Services Division (CSD), for the Lummi Nation TANF Program (LNTP).

This agreement is not static, but rather represents a starting point for the parties involved. Further cooperative agreements or operations modification are likely as needs change. As long as modifications are carried out with the knowledge and agreement of the parties involved, it is to be encouraged.

The purpose of this agreement is to further strengthen the government-to-government working relationship between all of the parties; and to assure that all of our mutual participants receive the best possible services at all times during the day-to-day operation of our TANF programs.

**1. Identification of Tribal TANF Cases**

A MOU with the Nooksack Tribe was established in order to create the division of "Other" Native Americans or Alaska Natives living in Whatcom County

Within the geographical area defined below, as the Lummi Nation Service Area, the Lummi Nation TANF Program will serve:

**On Reservation:** All Native American families with at least one federally recognized American Indian or Alaska Native family member. A family must consist of an enrolled adult or child, living on the Lummi Reservation. The exception to this is any Nooksack, living in Lummi service area, has the choice to be served by Nooksack or Lummi.

**Off Reservation:** The agreed upon service criteria for LNTP will be all enrolled Native American or Alaska Native families, off-reservation, living west of the boundary line. The boundary line shall begin along the Guide Meridian Road from the Canadian Border to the intersection of the Guide Meridian and Inter State Highway 5 within the city of Bellingham. The boundary shall continue following Interstate Highway 5 south to the border of Whatcom County. Lummi families living in the Nooksack Tribal TANF service delivery area will have the choice to be served by the Lummi TANF program or the Nooksack TANF program, based on the MOU with the Nooksack Tribe.

For households containing both Nooksack and Lummi members, the determination by the CSO to send an applicant to Lummi or Nooksack will be based on the geographical area in which the Head of Household is living.

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**Child-only Cases:** The CSO will refer a child-only case to the Tribe serving the geographic service area in which the child is living.

**Canadian Natives** will be served by the CSO with a referral to the LNTP.

- The CSO will assign these cases after intake to the Tribal Liaison Worker, who will make the referral to the LNTP.
- LNTP will make a determination if the individual is eligible for LNTP and then communicate with the CSO about eligibility for the LNTP.

Native American and Alaska Native families can only receive TANF from one TANF Program, State or Tribal, at one time.

If there is a question about which State or Tribal program(s) should serve a family, the State or Tribal program(s) to which the family first applies will take their application for the TANF and will then immediately contact the other TANF program(s) to resolve who will serve that family. If it is determined that the family's TANF case will be transferred, the transferring agency will share the information gathered during the application process with the receiving agency, such notification given no less than 10 business days prior to transfer.

The CSO, LNTP, and Nooksack Tribal TANF program will each designate a contact person to resolve questions.

Initially, the contact persons for this purpose will be:

Lummi Nation: TANF Director

Nooksack Tribe: Nooksack Tribal TANF Director

Bellingham CSO: CSOA or WorkFirst Supervisor. For day to day case coordination, the Tribal Liaison Worker is the primary CSO contact.

## **2. Transfer Information**

The CSO staff will inform state TANF applicants and recipients of the option for them to contact the LNTP to access their Tribal TANF benefits and services. Upon LNTP's approval of Tribal TANF benefits and services, the LNTP will inform the CSO Tribal TANF liaison who will terminate the state TANF grant.

The CSO liaison will make any information available to LNTP needed to facilitate a case transfer; however, the parties agree that the routine information to be transferred will be limited to Automated Client Eligibility System (ACES). All additional information will be released by the CSO to the LNTP when a release of information signed by the customer is received by the CSO.

## **3. Cases with Open Basic Food Assistance (Food Stamps)**

On-going Basic Food Assistance eligibility will be determined by the CSO using the LNTP grant standards and any other earned or unearned income that would affect Basic Food Assistance eligibility. The CSO will keep Basic Food Assistance through the

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current certification period providing the household remains eligible for LNTP assistance.

### **4. Cases with Medical Assistance**

The CSO determines eligibility and opens Family Medical Assistance for the family, pending the LNTP eligibility determination.

### **5. Childcare**

LNTP cases will continue to receive TANF-related childcare through the CSO's Childcare Call Center. This includes all new and transferred cases. LNTP will contact the Childcare Call Center directly to verify participation at (877) 501-2233. If there are child care eligibility issues which require a supervisory review, LNTP can call (360) 714-4117.

### **6. Transfer of information for New Applicants**

LNTP applicants approved for Tribal TANF who desire Basic Food Assistance and/or Medical Assistance will have their approval/termination form, income verification and proof of citizenship forwarded to the CSO.

If a potential LNTP applicant walks into the CSO, the CSO should process the Basic Food Application. The CSO will then fax the application to the LNTP. If there is a question about if the State or Tribal TANF programs should serve a family, the State will then immediately contact the other TANF programs to resolve who will serve the family.

For Basic Food Assistance, applications will follow current application process and procedures

For Medical, the CSO will process the application for medical provided that the CSO has the names, addresses, social security numbers, citizenship and date of birth information necessary.

If an applicant needs retroactive medical assistance, the LNTP will refer them to the CSO for a retroactive medical eligibility determination.

Both LNTP and the CSO will use the approval/termination form to communicate and document program start/end dates and to provide each other with the appropriate documentation.

The CSO will run a quarterly report to identify TANF recipients who are affiliated with a Native American Tribe. The CSO will send a General Correspondence letter to these identified TANF recipients informing them of their choice to transfer to the Lummi Tribal TANF program.

### **7. Ongoing Exchange of Information**

The ongoing exchange of information will be covered through data share agreement for the three years of the Tribe's plan. This exchange of data can be used in any situation

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where exchange of information is needed for either program to administer their TANF, Basic Food Assistance, Medical Assistance, Child Support, Child Care or General Assistance program(s), to ensure that all programs are able to issue timely and accurate benefits.

- The LNTP will send an updated caseload report to the CSO monthly by the 10<sup>th</sup> of each month for cross-referencing benefits. The report will include all Lummi TANF cases and for each will list client name, grant amount, and employment program participation status for childcare coverage. The LNTP will include verification of newly acquired income to the CSO.

### **8. Child Support**

The LNTP will refer all program eligible participants to the Lummi Child Support Office. Lummi Child Support will be responsible for contacting the State of Washington Division of Child Support, in accordance with their agreement with the Division of Child Support. The LNTP will notify the Tribal Liaison for (medical benefit purpose) of Good Cause. If Good Cause is granted for not cooperating with Division of Child Support, the custodial parent will remain eligible for medical coverage. If Good Cause is not granted for not cooperating with Division of Child Support, the custodial parent will not be eligible for medical coverage. Lummi Child Support will officially determine good cause and communicate this decision with LNTP and the State Child Support.

### **9. EBT**

Recipients needing a replacement of an EBT card can call JP Morgan at 1-888-328-9271 and the EBT card will be mailed and received by the customer in 3 to 5 days. The recipient can also choose to visit the local CSO between 10:00 am and 2:00 pm, Monday through Friday to receive a replacement EBT card.

### **10. Change of Circumstances**

The participant is responsible for reporting changes to the Customer Service Center (CSC) toll free number, 1-877-501-2233 and LNTP.

When a LNTP participant reports changes in income and/or circumstances to the LNTP, the LNTP will forward this information to the CSO, Lummi Nation Child Support, and DCS within 10 working days.

### **11. Time Limits and Extensions**

If a family receives a combination of Tribal TANF/State TANF assistance for more than 60-months and LNTP terminates the Tribal TANF assistance, the customer may apply for State TANF assistance at the Bellingham CSO.

Participants referred to LNTP will count only the months that the CSO counted as their active month.

### **12. Overpayments**

If an office opens TANF benefits when TANF assistance is already being received by another office, the second office that opened TANF in error will be responsible for

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establishing an overpayment and needs to coordinate with the other office to terminate duplicate benefits immediately.

### **13. Terminations**

The LNTP will notify the CSO within 10 working days of any termination of the LNTP benefits and specify the reason for termination.

The CSO will review ongoing eligibility for Basic Food Assistance, Medical Assistance and Child Care Assistance for these customers.

### **14. Communication and Referrals**

The contact person designated by the parties in Section 1 above, will make sure emergencies are quickly resolved and in general to assure that high quality, professional communication takes place. Telephone, Fax and/or email will also be used, as available.

### **15. Technical Assistance and Training**

Region 3 Community Services is committed to providing technical assistance and training to tribal TANF staff whenever possible and appropriate. This may include training on SSI Facilitation, Child Care, child support distributions and other topics relevant to case management and TANF service delivery. LNTP has also expressed their willingness to share training with Bellingham CSO staff whenever possible and appropriate.

In acknowledgement of the intent of all parties:

1. The CSO, Lummi Nation Child Support and LNTP will, upon request, arrange an orientation to their offices and basic programs and services, to help each other provide better client services.
2. The CSO, Region 3 Community Services will invite LNTP staff to any appropriate local or regional training.
3. LNTP staff, the Bellingham CSO, and Region 3 Community Services will share and exchange written materials and information about resource (journals, research papers, web sites, etc) which appear relevant to TANF administration and/or service delivery; and
4. LNTP staff and Bellingham CSO staff will on a periodic basis as needed, meet with each other to clarify, refine, and further improve the operation of their programs and their government-to-government relationship.

### **16. Data Sharing Agreement**

DSHS and the LNTP will sign a data share agreement to last for the 3-year period of the LNTP plan to share available data:

1. for the transfer of applicants/recipients for TANF as described in Section 2., or
2. for the ongoing exchange of information for cases as described in Section 7.

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All parties understand and agree that the sharing of any information about individual participants and case circumstances will be limited to that information needed for the proper administration of appropriate CSO, Child Support and/or Tribal assistance programs. All parties will maintain signed nondisclosure statements for staff having access to the data on file, and make these available to one another, as requested.


Data sharing will help prevent participants from receiving duplicate assistance as required by federal law.

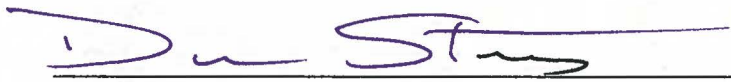
### 17. Mutual Cooperation, Trust and Support


It is the intent and commitment of the parties to this agreement to encourage and cultivate a professional relationship, which is positive, cooperative and mutually respectful, between our agencies and our staffs. We believe this spirit of cooperation, mutual respect and good will is critical to the success of the LNTP and will result in the best service and outcomes for all of our mutual participants.

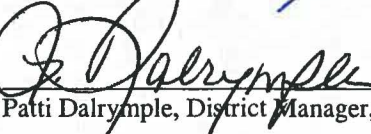
The Lummi Nation Tribal TANF Plan is approved for a three (3) year period from July 1, 2010 to June 30, 2013. This operating agreement may be reviewed, updated, or modified at any time by mutual agreement of the parties listed below.

  
\_\_\_\_\_  
David Bunton, Lummi Nation Family Social Services Director  
3/17/11  
Date

  
\_\_\_\_\_  
Ralph C. Jefferson, Jr., Director - Lummi Nation Child Support Program  
3/21/11  
Date

  
\_\_\_\_\_  
Dan Story, Administrator Bellingham Community Services Office  
2-4-11  
Date

  
\_\_\_\_\_  
Deborah Doyle, Acting Regional Administrator, Region 3 Community Services Division  
6-27-11  
Date

  
\_\_\_\_\_  
Patti Dalrymple, District Manager, DCS Everett Field Office  
6/17/11  
Date