

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

1. AUTHORITY

THIS AGREEMENT is entered into between the Nooksack Indian Tribe (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 their approved TANF plan in a manner that best serves the needs of its service area and population.

2. PURPOSE

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. The parties recognize that their ability to serve TANF families will be enhanced with the establishment of a process and procedure for the transfer of identified cases to ensure a seamless exchange of services.

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. Data that would be submitted by the Department to the United States Department of Health and Human Services (hereinafter HHS), from which HHS would determine the Tribe's federal TANF grant amount.
2. Amount of State MOE funds and other monetary and non-monetary enhancement that would be provided by the Department to assist the Tribe's TANF program.
3. 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.
4. 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, 45 CFR 25 Chapter V, Part 900, 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 (90) 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:

Heidi Davis
Director of Social Services
Nooksack Indian Tribe
5061 Deming Road
Deming, WA 98244
(360) 592-0135
hdavis@nooksack-nsn.gov

Mary Anderson
Tribal Relations
DSHS/ESA/CSD
PO BOX 45857
Olympia, WA 98504-5857
360-628-6442
mary.anderson@dshs.wa.gov

- e. **Technical Assistance:** The ESA and the Office of Indian Policy (OIP) are responsible for providing technical assistance to the tribe 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 an approved Tribal Family Assistance Plan (TFAP), which is incorporated by reference. The TFAP is effective from May 1, 2023 through April 30, 2026.

1. 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 May 1, 2023. Consistent with its federally approved TFAP, the Tribe agrees to continue to serve all Nooksack families in Whatcom County, except for those on the Lummi Nation Reservation, all American Indians/Alaskan Native (AI/AN) families in Whatcom County east of the Guide Meridian from the Canadian Border, South to the intersection of the Guide Meridian and Interstate 5 (I-5) in the city of Bellingham, an east of I-5.
2. Any eligible Indian family unit living in Skagit County, with the exception and exclusion of any enrolled member and families of enrolled members of the Upper Skagit Indian Tribe, Swinomish Indian Tribal Community, and the Sauk-Suiattle Tribe. Members of these Skagit County tribes and all residences of these reservations may be eligible if they have an approval or be referred by said tribe.
3. American Indian and Alaskan Native families residing in Whatcom County, except for those residing on the Lummi Nation Reservation. In addition, they will serve "Other" American Indian and Alaskan Native families, excluding Lummi Nation tribal members, as agreed to in the Lummi/Nooksack MOU Agreement.

The Department and the Tribe determined that there were 200.3 tribal families receiving AFDC public assistance benefits in 1994, based on the Tribe's identified service population as identified in their TFAP.

The Department and the Tribe determined that there were 125 Indian families receiving AFDC public assistance benefits in 1994, based on the Tribe's identified service area of Whatcom County. These 125 Indian families include: all Nooksack families in Whatcom County, except for those on the Lummi Reservation, and all American Indian and Alaskan Native families living East of the boundary in the MOU, excluding members of the Lummi Nation. In addition, the Tribe will serve all AI/AN on the reservation and Samish Indian Nation tribal members in the county. The Department and the Tribe determined that there were 75.3 Indian families receiving AFDC public assistance benefits in 1994. Together with Whatcom County's 125 AUs, this brings the combined total to 200.3 AUs.

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 (May 1, 2023 – April 30, 2026), up to the amount of \$1,688,721 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 (30) calendar days after receipt of properly completed A 19-1A and reports.
- 4) The Department agrees to review submitted reports within twenty (20) 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 (30) 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 (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.
- 7) The Department agrees to adjust funding to the Tribe under this Agreement in accordance with any legislative action, provided that if there are significant changes impacting either Party, each reserves the right to renegotiate this Agreement.

- 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. 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 (4) allowable TANF purposes. The four (4) 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 quarterly reports regarding its expenditure of State MOE funds to the Department according to the State MOE Payment Schedule, Exhibit "B". 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-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 (40) days from the end of the quarter. (Due dates: November 9th, February, 9th, May 10th and August 9th).
2. The 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: November 14th, February 14th, May 15th, and August 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 (40) 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 Nation 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 (30) 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.

The Tribe operates their own Title IV-D child support program.

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 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.

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 in a timely fashion.
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 forty-five (45) 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 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.
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 (90) days 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 (3) individuals, one (1) selected by the Department, one (1) 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 Tribe's sovereignty immunity to an action in any administrative or legal forum or to the payment of state of any funds owned, held, or administered by the Tribe, 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 May 1, 2023 to April 30, 2026, 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 (45) 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.

17. FUNDS REMAINING AFTER THE CONCLUSION OR TERMINATION OF THE FUNDING PERIOD

If State MOE funds provided under this Agreement remain unspent at the conclusion or termination of the funding period and the Tribe continues to operate a Tribal TANF Program, the Tribe must continue to abide by all other terms of this Agreement.

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

18. RETROCESSION

If the Tribe chooses to retrocede their Tribal TANF program prior to the end of its three-year plan, they agree to provide the Department with notification at the same time that it notifies the Secretary of HHS. All future scheduled State funded payments shall be discontinued and any State MOE funds not expended or obligated on Tribal TANF activities as of the retrocession date shall be returned to the Department within forty-five (45) calendar days of the retrocession date.

19. PERIOD OF FUNDING AND ENFORCEMENT

The funding period under this Agreement shall be from May 1, 2023 through April 30, 2026, unless otherwise extended or terminated under this Agreement.

20. EXECUTION

The following in their representative capacities hereby approve this Agreement.



Chairwoman
Nooksack Indian Tribe

Date 4-14-23



Secretary
Department of Social & Health Services

Date 04/25/2023

Tony Bowie

Assistant Secretary
Economic Services Administration

Date 4/25/2023

Exhibits:

- A – Nooksack Indian Tribal TANF Family Assistance Plan (TFAP)
- B - State MOE Payment Schedule
- C -Tribal TANF Quarterly Caseload & Expenditure Report and Performance Measure Report
- D - ACF 196T Tribal TANF Financial Report
- E – IGA Amendment

Exhibit A

Nooksack Indian Tribe Tribal Family Assistance Plan Placeholder

**Exhibit B
State MOE Payment Schedule**

State Fiscal Year July 1 – June 30	Tribal TANF funding period	MOE Funding
<u>2023</u>	5/1/2023 to 6/30/2023	\$ 93,818
<u>2024</u>	7/01/2023 to 6/30/2024	\$ 562,907
<u>2025</u>	7/01/2024 to 6/30/2025	\$562,907
<u>2026</u>	7/01/2025 to 4/30/2026	\$469,089
<u>TOTAL 2023-2026</u>	5/01/2023 to 4/30/2026	\$1,688,721

Subsequent to Sections 6-8 of this Agreement: Payment shall be considered timely if made by the Department within thirty (30) calendar days after receipt of properly completed A 19-1A and reports. The Nooksack Indian Tribe must submit reports to the State TANF contact no later than forty (40) days from the end of each quarter.

**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: Nooksack Indian Tribe			
CURRENT QUARTER ENDING DATE:			
CASELOAD COUNT FOR THIS QUARTER:			
	1 ST Month of the Quarter	2 ND Month of the Quarter	3 RD 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:	
Form # WA-TT-CR-01			

**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 whom are employed in some capacity.			

Exhibit D

REPORTING ITEMS	COLUMN (A) FEDERAL TTAG FUNDS	COLUMN (B) STATE CONTRIBUTED WIDE 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:	CONTROL NO. 0970-0345	PHONE NUMBER:
FORM ACF-196T PAGE 1 OF 1	EXPIRATION DATE: 04/30/2023	EMAIL ADDRESS:

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: info@collection@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)

IGA Plan Budget 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 Contract Consolidation Project.

_____ **Date:** _____
Nooksack Indian Tribe

_____ **Date:** _____
Washington State Department of Social and Health Services