

## **Quinault Indian Nation**

POST OFFICE BOX 189 • TAHOLAH, WASHINGTON 98587 • TELEPHONE (360) 276-8211

#### QUINAULT BUSINESS COMMITTEE RESOLUTION NO. 22- 172-100

WHEREAS, the Quinault Business Committee is the recognized governing body of the Quinault Indian Nation under the authority of the Quinault Indian Nation's Constitution adopted by the Quinault General Council on March 22<sup>nd</sup>, 1975; and

WHEREAS, Article V, section 3 of the Constitution of the Quinault Indian Nation authorizes the Quinault Business Committee to govern the receipt and disbursement of funds on behalf of the Quinault Indian Nation; and

WHEREAS, pursuant to that authority, the Business Committee approved, and the Nation currently operates, a Tribal Temporary Assistance to Needy Families (TANF) Program; and

THEREFORE BE IT RESOLVED, that the Quinault Business Committee approves the QIN Intergovernmental Agreement as submitted with changes, for renewal to begin on October 1, 2022;

Guy Capoeman, President Quinault Indian Nation

#### CERTIFICATION

AS SECRETARY OF THE QUINAULT BUSINESS COMMITTEE, I HEREBY CERTIFY THAT THE FOREGOING RESOLUTION WAS DULY ADOPTED BY THE QUINAULT BUSINESS COMMITTEE ON THE 22<sup>ND</sup> DAY OF AUGUST 2022, BY A VOTE OF 7 FOR, 0 AGAINST, AND 0 ABSTAINING.

Latosha Underwood, Secretary Quinault Indian Nation

#### **INTERGOVERNMENTAL AGREEMENT**

### TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF) BETWEEN

## THE QUINAULT INDIAN NATION AND THE WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES

#### 1. AUTHORITY

THIS AGREEMENT is entered into between the Quinault Indian Nation (hereinafter the Nation) and the Washington State Department of Social and Health Services (hereinafter the Department), pursuant to their respective governmental authorities. The Nation's Business Committee is authorized to enter into this Agreement under the Nation's Constitution. The Interlocal Cooperation Act, RCW 39.34, permits any State agency to enter into a cooperative agreement with an Indian tribe for their mutual advantage and cooperation. RCW 74.08A.040 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 Nation 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 Nation each have jurisdiction over domestic relations, including providing comprehensive welfare reform services and additional supportive services.

The Department and the Nation recognize that the Nation has a compelling interest as a sovereign nation in promoting and maintaining the governmental and cultural integrity of the Nation. 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 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

The Department and the Nation enter into this Agreement to transfer a fair and equitable amount of state maintenance of effort funds (MOE funds) to the Nation 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 Nation. 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.

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 Nation agree for the purposes of this Agreement to the following definitions:

- 1. <u>Federal and State MOE Requirements (MOE Requirement)</u>: 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
- 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. <u>TFAP (Tribal Family Assistance Plan)</u>: The plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act.
- 7. <u>Tribal TANF Program</u>: 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. <u>WorkFirst</u>: 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. <u>Annual Report</u> 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. <u>Single Point of Contact</u>: The DSHS office designated by the Department and the tribal office designated by the Nation to facilitate the flow of operational information, about this Agreement, between the Nation and the Department.

#### 4. THE DEPARTMENT AND THE NATION AGREE TO THE FOLLOWING

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

- 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 Nation's federal TANF grant amount.
- 2. Amount of State MOE funds and other monetary and non-monetary enhancement that would be provided by the Department to assist the Nation'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 Nation's TANF program.
- 4. The IGA Performance Plan and Budget. See attached and incorporated Exhibit A.
- 5. 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 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 Nation 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 Nation 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 Nation 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 Nation and DSHS.
- d. Single Point of Contact:

Mary PappTANF Manager Quinault Indian Nation PO BOX 189 Taholah, WA 98587 (360) 276-8211 mpapp@quinault.org

Mary Anderson Tribal Relations DSHS – ESA Community Services Division 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 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 Nation has an approved Tribal Family Assistance Plan (TFAP), which is incorporated by reference. The TFAP is effective from May 1, 2022 through April 30, 2025.

There have been no changes in the Nation's service area and the scope of the TANF plan will not be substantially changed in its TFAP. The effective date of the Nation's TFAP is May 1, 2022. Consistent with its federally approved TFAP, the Nation agrees to continue to serve all Indian families residing on the Quinault Indian Reservation and only tribal members residing in their "near reservation" service area. This includes providing assistance in Grays Harbor County, in its entirety, and Western Jefferson County, which is defined as Jefferson County from the Western boundary of the Olympic National Park to the Pacific Ocean.

The Department and the Nation determined that there were 433 tribal families receiving public assistance benefits in 1994, based on the Nation's identified service population as identified in their TFAP.

The Nation 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 Nation's service population under their federal TFAP and associated federal funding, the Nation will notify the Department. The Department will adjust the State funds and the Intergovernmental Agreement with the Nation 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 Nation for the period (October 1, 2022 September 30, 2025), up to the amount of \$3,084,840 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 Nation 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 Nation regarding any missing information or documentation.
- 5) For each SFY's payment, the Nation may submit an A 19-1A invoice voucher and required reports as early as July 1 of the SFY for which the Nation 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 Nation does not spend MOE funds in an amount equal to the MOE funding awarded under this IGA for this annual period, the difference between the amount awarded and the amount spent will be subtracted from the MOE funding awarded to the Nation for the next SFY(s).
- 7) The Department agrees to adjust funding to the Nation under this Agreement in accordance with any legislative action, provided that if there are significant changes impacting either Party, each reserves the right to renegotiate this Agreement.
- 8) The Nation will not charge the Department for services if the Nation 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 Nation of any projected or anticipated budget increase or decrease that affects any program or service contained in its TFAP as soon as they are informed of the projected or anticipated change. This includes one-time surplus funding that could be obligated for unmet needs in services and program development.

#### 7. EXPENDITURE OF STATE MOE FUNDS

The Nation agrees to spend all funds received under this Agreement consistent with federal and state MOE requirements. The Nation shall comply with all applicable federal and state laws and regulations and OMB circulars governing the use of state MOE funds. MOE funds must be spent on eligible families and for the four (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 Nation 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 Nation agrees to provide reports regarding its expenditure of State MOE funds to the Department according to the State MOE Payment Schedule, Exhibit "B". Reports from the Nation are mandatory to meet State reporting requirements regarding the use of state MOE funds, as outlined in the November 27, 2000 TANF Policy Announcement (TANF-ACF-PA-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 Nation will complete and submit quarterly reports to the Department by the following dates:

- -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 9<sup>th</sup>, February, 9<sup>th</sup>, May 10<sup>th</sup> and August 9<sup>th</sup>). -
- 2. The Fiscal Report (Exhibit D): The Nation 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 14<sup>th</sup>, February 14<sup>th</sup>, May 15<sup>th</sup>, and August 14<sup>th</sup>).

Any funds received by the Nation 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 Nation retains and spends any funds subsequent to the termination or conclusion of the funding period under this Agreement, the Nation 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 Nation 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 Nation 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 Nation shall provide TANF services as described in its federally approved TFAP.

The Department and the Nation agree the Nation 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 Nation's submission of the report to the federal government.

#### 11. SERVICES PROVIDED UNDER THE PLAN (TFAP)

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

Included in the TFAP, the Nation 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 Nation shall promptly inform the Department of these changes or revisions.

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

#### 12. IMPLEMENTATION AGREEMENTS

The Department and the Nation shall update an Operating Agreement describing the working relationship between the Department's local Region and the Nation, 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 Nation's plan may not receive assistance from other state or Tribal TANF programs.

The Department shall work in cooperation with the Nation to provide Tribal TANF recipients with access to Basic Food and Medical Assistance.

The Nation has its 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 Nation will ensure that a current data share agreement is in place.

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

Where the Nation expends funds in a manner inconsistent with federal and state MOE requirements or cannot demonstrate that it spent funds consistent with State MOE requirements, the Nation 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 Nation does not provide the Department with reports required under this Agreement in a timely fashion.
- 2. Reports provided by the Nation lack required information.
- 3. The Department has a credible basis to believe that the Nation 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 Nation with forty-five (45) days advance written notice.
- 4. The Nation 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 Nation is either misusing federal funds, cannot properly document that expenditures were proper, or is out of compliance with federal TANF requirements.
- 6. The Nation otherwise does not comply with the terms and conditions of this Agreement.

The Department must first notify the Nation in writing of the compliance issue and give the Nation ninety (90) days in which to cure the noncompliance.

In the event that the dispute is not resolved, the Nation 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 Nation agree to resolve disputes that arise as follows:

1. The Department and the Nation shall first attempt to resolve the matter through informal discussions and negotiations.

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

#### 16. AMENDMENT, WAIVER AND TERMINATION

This Agreement or any provision may be altered, amended, or waived by written agreement signed by both parties.

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

#### 19. 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.

#### 20. EXECUTION

The following in their representative capaciti	es hereby approve this Agreement.
President Quinault Indian Nation	Date 08 23 22
Secretary Department of Social & Health Services	Date_09/08/2022
Tony Bowis Assistant Secretary	Date_8/31/2022

#### **Exhibits:**

- A Quinault Indian Nation Tribal TANF Plan
- B State MOE Payment Schedule

Economic Services Administration

- C -Tribal TANF Quarterly Caseload and Expenditure Report and Performance Measure Report
- D ACF 196T Tribal TANF Financial Report
- E IGA Amendment

#### Exhibit A

Quinault Indian Nation Tribal Family Assistance Plan on file with DSHS\*

Projected Budget\* Quinault Indian Nation TANF October 1, 2022 through September 30, 2025. \*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,	\$1,300.00.00				
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					
2 Expenditures for families that are		\$500,000,000			
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					

	\$610,000.00
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).	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:  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, potage, utilities, and rental of

office space and maintenance of office space; 3. Tavel costs incured for official business; 4. Management information systems not related to the tracking and monitoring of TANF requirements; ystem costs related to monitoring tracking under the program for period the report is being initted.  The second monitoring and the program for period the report is being initted.  The second monitoring and the program for period the report is being initted.  The second general in the program for tracking under the program for period the report is being initted.  The second general in the second general in the second general to extent that such costs are not cited at the second general to extent that such costs are not cited at the second general to extent that such costs are not extent that such costs of employers or third parties to help cover the costs of employer wages, benefits, suppervision, or training. Do not include expenditures related to payments to or on			\$604,840
office space and maintenance of office space; 3. Travel costs incurred for official business; 4. Management information systems not related to the tracking and monitoring of TANF requirements; systems ont related to monitoring tracking under the program for period the report is being nitted.  Is being nitted.  Is being and monitoring and nonitoring tracking under the program for period the report is being nitted.  Is being as "other" costs on general ily preservation activities and niting training. Include costs on vities such as substance abuse ment, domestic violence ices, and case management to extent that such costs are not cted at the second goal of TANF included as work-related costs ve. Costs may include:  I. Work subsidies payments to employers or third parties to help cover the costs of employers wages, benefits, supervision, or training. Do not include expenditures related to payments to or on		\$70,000.00	
office space and maintenance of office space; 3. Travel costs incurred for official business; 4. Management information systems not related to the tracking and monitoring of TANF requirements; ystem costs related to monitoring tracking under the program for period the report is being nitted.  clude as "other" costs on general ily preservation activities and niting training. Include costs on vities such as substance abuse ment, domestic violence ices, and case management to extent that such costs are not cted at the second goal of TANF included as work-related costs ve. Costs may include:  1. Work subsidies payments to employers or third parties to help cover the costs of employers or training. Do not include expenditures related to payments to or on			
office space and maintenance of office space; 3. Travel costs incurred for official business; 4. Management information systems not related to the tracking and monitoring of TANF requirements; ystem costs related to monitoring tracking under the program for period the report is being nitted.  clude as "other" costs on general ily preservation activities and nitted.  clude as substance abuse ment, domestic violence ices, and case management to extent that such costs are not cited at the second goal of TANF included as work-related costs ve. Costs may include:  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			
office space and maintenance of office space;  3. Travel costs incurred for official business;  4. Management information systems not related to the tracking and monitoring of TANF requirements;  ystem costs related to monitoring tracking under the program for period the report is being mitted.  clude as "other" costs on general ily preservation activities and arting training. Include costs on vities such as substance abuse tment, domestic violence ices, and case management to extent that such costs are not cted at the second goal of TANF included as work-related costs we. Costs may include:  1. Work subsidies payments to employer or third parties to help cover the costs of employee wages, benefits, supervision, or training. Do not include expenditures			
4. S and the subtraction of the serve active and above	office space and maintenance of office space;  3. Travel costs incurred for official business;  4. Management information systems not related to the tracking and monitoring of TANF requirements;	4. System costs related to monitoring and tracking under the program for the period the report is being submitted.	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:  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

community service and work experience activities as provided or allowed under the Tribe's TANF plan that are within the definition of assistance.	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.	Include expenditures on work activities or work expenses that have not been reported as education or work subsidies (including staff costs related to providing
community service and experience activities as provided or allowed un the Tribe's TANF plan are within the definition assistance.	2. Include costs related to educational and training activities. Include seconda education (including alternative programs); adueducation, GED, and ESL classes; education directly related to employment; education provided as vocational educational training; and post-seconda education or after-school education or after-school esummer enrichment programs for children in elementary or junior high school.	3. Include expenditures on v activities or work expense that have not been reporte as education or work subsidies (including staff costs related to providing

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work experience and community service activities, on-the-job training, job scarch 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.	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

 child care provided as a nonrecurring, short-term benefit (e.g., during applicant job scarch or to a recently employed family during a temporary period of					
 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 unemproymenty.	\$1,300.00.00	\$500,000.00	\$610,000.00	\$70,000.00	\$604,840

## Exhibit B State MOE Payment Schedule

State Fiscal Year July 1 – June 30	Tribal TANF funding period	MOE Funding
<u>2023</u>	10/01/2022 to 6/30/2023	\$ 771,210
2024	7/01/23 to 6/30/24	\$ 1,028,280
<u> 2025</u>	7/01/24 to 6/30/25	\$ 1,028,280
<u>2026</u>	7/01/25 to 9/30/25	\$257,070
TOTAL 2023-2026	10/01/22 to 9/30/25	\$3,084,840

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. Quinault Indian Nation 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

2 <sup>ND</sup> Month of the Quarter	3 <sup>RD</sup> Month of the Quarter
FIRST CONTRACTOR	
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## Exhibit C State of WA Tribal TANF Quarterly Report – Page 2 of 2

#### **TANF WA-TT-04 Performance Measure Report**

	TANF W Performance N	/A-TT-04 /leasure Rep	oort	
7				
Repor	ting Year:	Reporting Qua	rter:	
		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.	Basic and emergent Support Services, Non-recurring Short Term Benefits Support Services (NRSB), and Diversion Services – The numbers of family units that received these services within the reporting month. *			
3.	Adults and Minor parents engaged in TANF Employment & Training Services - To include Volunteer Placements, Work Experience Placements, On the Job Training Placements, those attending TANF sponsored classroom training and GED/ABE classes, Transitional Services (engaged in) and one on one employment and training assistance meetings. **			
4.	Engaged in Youth Advocacy Services – To include TANF sponsored tutoring, school visits with youth, Truancy Court Visits, School Advocacy Meeting, TANF sponsored youth			

DSHS No. 2262-43798	
prevention/cultural/education activities. This includes activities partnered with other agencies and under Purpose 3 and 4. ***	
	" I I V I I I I I I I I I I I I I I I I

<sup>\*</sup> Support Services (Per family unit, accessed at least one time for the reporting month) - NRSB -Diversion Services –

<sup>\*\*</sup>Volunteer Placements, Work Experience Placements, On the Job Training Placements, Classroom training attendance (total sessions for all engaged), GED class attendance (total sessions for all engaged), Transitional Services (engaged), One-on-one meeting attendance (employment and training related meetings with participants).

<sup>\*\*\*</sup> Tutoring attendance (total sessions per participant), School visits (total sessions per youth), School Advocacy Meetings, Truancy Court Meetings, TANF sponsored events (total youth and family members in attendance), (specific event listed).

## **Exhibit D**

<u>*</u>	DEPARTMENT OF REALTH AND HOMAN SERVICES ADMINISTRATION FOR CHILDREN AND FAMILIES	POMAIN SERVICES D FAMILIES	
TRIBAL TEMPORARY	Y ASSISTANCE FOR NEEDY FAMILIES (TANF) ACF - 196T FINANCIAL REPORT	TANF) ACF - 196T FINANCIAL	REPORT
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2b. Other Acatelanes Expanditures	•		
26. TOTAL ASSISTANCE EXPENDITURES		•	
ESPENDIUMES ON NON-AGAINTANCE			
3s. Administration	•		
Bb. Systems	•		
34. Other Non-Assidance Expenditure			
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4, Tobal Expenditures		•	
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FORM ACF 4887 PAGE 1 OF 1	EXPRINTION OF TELBASSESS	EMARL ADDRESS:	

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## 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:
Date:
Washington State Department of Social and Health Services