

## Nooksack Tribal TANF Operating Agreement

### **TANF Operating Agreement Between the Nooksack Tribal TANF Program (N-TANF) and the Bellingham CSO**

**March 7, 2011**

This summary constitutes a record of the operational agreements reached between the Nooksack Indian Tribe, Bellingham Community Services Office (CSO), Region 3 Community Services Division, Nooksack Child Support Program (NCSP), and Everett Division of Child Support (DSC) for the implementation of Nooksack Tribal TANF program (N-TANF).

These agreements are not static, but rather represent a starting point for the parties involved. Further cooperative agreements or operational modifications are likely as the 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 clients receive the best possible services at all times during the transition and the day to day operation of our TANF programs.

#### **1. Identification of Tribal TANF cases**

- A. In order to prevent overlap with other near reservation tribes, the Nooksack/Lummi MOU will be followed based on the head of household to handle situations in which a family includes both Nooksack and Lummi members.
- B. Within the geographical area defined below as the Nooksack Tribal TANF Services Area, the Nooksack Tribal TANF program (N-TANF) will serve:
  1. On the Nooksack reservation and Trust Lands: all families with at least one American Indian or Alaska Native Family member – an enrolled adult or child living on the Nooksack Reservation and Trust Lands; and
  2. Nooksack Tribal Members: all families with at least one enrolled Nooksack Tribal member – enrolled adult or child– residing in Whatcom County, except for the Lummi reservation.
  3. Other Tribal Members (non-Nooksack and non-Lummi): all families with at least one American Indian or Alaska Native family member – an enrolled adult or child– with a residential address east of the MOU boundary. The boundary is the Guide Meridian from the Canadian Border south to the intersection of the Guide Meridian and Interstate Highway 5 in the City of Bellingham and east of I-5 from Bellingham to the border with Skagit County, excluding members of the Lummi Nation.
- C. The tribal TANF geographic Service Area covers Whatcom County, except for:
  1. The Lummi Indian (Nation) Reservation; and
  2. Lummi tribal members in Whatcom County; and

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3. Under the MOU with the Lummi Nation those residential addresses West of the Guide Meridian from the Canadian Border South to the intersection of the Guide Meridian and Interstate Highway 5 in the City of Bellingham and West of I-5 from Bellingham to the border with Skagit County, except for members of the Nooksack Tribe.
- D. The Nooksack Tribal TANF Program will assist applicants to obtain misplaced documentation of enrollment. N-TANF may provide referrals to a tribe's enrollment officer for AI/AN who may be eligible to become enrolled.
- E. All clients meeting the above definition, who apply for TANF has the option to apply through the tribe. The CSO will send semi-annual letters to all Nooksack Tribal members who currently receive state TANF to inform them of their option to receive Tribal TANF benefits from the Nooksack Tribe.
- F. Enrolled Native Americans and Alaska Native families can only receive TANF from one TANF program, state or tribal, at a time.
- G. If there is a question about which state or tribal TANF program should serve a family, the State or Tribal TANF program to which the family first presents itself will take their application for TANF. 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 30 business days prior to transfer.
- H. The Bellingham CSO, NCSP, Nooksack Tribal TANF program, NCSP and Lummi Tribal TANF program will each designate a contact person to resolve questions about which program will serve a family. Initially, the contact persons for this purpose will be:

Nooksack Tribe:	Nooksack Tribal TANF Director Nooksack Child Support Program Director and/or Case Manager
Lummi Tribe:	Lummi Tribal TANF or WorkFirst Director
Bellingham CSO:	CSO Tribal Liaison or Supervisor
Nooksack CSP:	NCSP Director

### 2. Case Transfers

- A. When a TANF case is transferred to the Bellingham CSO from another CSO in the state, the Bellingham CSO will follow the process described in Section 1 above, to determine if one or more household members meet the criteria to be served by the N-TANF program.
- B. If a TANF client goes to the Nooksack Tribe and requests transfer to the N-TANF, the Nooksack Tribe will screen for eligibility. If eligible, the Nooksack Tribe will notify the CSO to transfer the case.

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The CSO liaison will coordinate with N-TANF case manager to ensure there is no loss of TANF benefits during this transfer. The CSO will follow TANF guidelines when completing transfer.

- C. On-going Basic Food eligibility will be determined by the CSO using the Nooksack Tribe's grant standards and any other earned or unearned income that would affect Basic Food eligibility. The CSO will keep Basic Food open on transfer cases through the current certification period providing the household remains eligible for assistance.
- D. The N-TANF program will notify the Bellingham CSO of each tribal TANF opening and the grant and income amounts for the household.
- E. The CSO shall continue to provide other relevant services to eligible recipients until the TANF case is transferred to the N-TANF as outlined above.
- F. When a tribal TANF family leaves the N-TANF service area, N-TANF will notify the Bellingham CSO.

### **3. Transfer of Information**

- A. Information necessary to effect a smooth transfer from state to tribal TANF will be shared by the Bellingham CSO and sent to N-TANF when requested.

### **4. Ongoing Exchange**

The ongoing exchange of information will be covered through a data share agreement for the three (3) years of the Nooksack plan. This exchange of data can be used in any situation where exchange of information is needed for either program to administer their TANF, Basic Food Plan, Medical Assistance, Child Support, Child Care or General Assistance program(s), to ensure that all programs are able to issue timely and accurate benefits.

### **5. Child Support**

DCS has transferred to the NCSP all cases previously referred from the N-TANF program. N-TANF now sends referrals directly to the NCSP for enforcement and establishment.

### **6. For New Nooksack Tribal TANF applicants, Basic Food and Medical Assistance (Title XIX)**

- A. Nooksack Tribal TANF applicants approved through the N-TANF Program, who want Basic Food and/or Medical Assistance, will have their application forwarded to the Bellingham CSO. N-TANF will provide copies of available verification of income, identification and household composition and address. N-TANF will provide monthly verification of Tribal TANF cases to the CSO including the clients' names and grant amounts in order to calculate assistance benefits provided by the CSO.

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If an applicant needs retroactive medical assistance, N-TANF will determine if the adult applying would have been eligible for a N-TANF grant during the three retroactive months and advise the Bellingham CSO.

- B. For Medical, the CSO will process the application and determine eligibility for medical provided that the CSO has the names, addresses, social security numbers and date of birth information necessary.
- C. For Basic Food, applicants will follow current CSO application processes and procedures.
- D. If a potential Nooksack Tribal TANF applicant applies at the CSO, the CSO will inform them of their option to apply for N-TANF through the Nooksack Tribal TANF program.

### **7. EBT**

Pending or upon approval of assistance the applicant can contact any CSO to request an EBT card for Basic Food benefits. If requested, the EBT card may be mailed to the client from JP Morgan.

### **8. Child Care for Nooksack Tribal TANF**

- A. TANF related childcare is available through the call center (1-877-501-2233) to clients receiving Tribal TANF benefits. Applications and changes of circumstances are handled by calling the call center (1-877-501-2233). The call center will contact the N-TANF to verify Tribal TANF participation.
- B. If a N-TANF client who is receiving Working Connections Childcare Assistance (WCCC) from the State is not meeting N-TANF Work Participation requirements, N-TANF staff will call the CSO childcare call center (1-877-501-2233) to report the non-compliance. When a non-participating client begins to participate again, N-TANF staff will notify the CSO childcare call center so that WCCC can be authorized.

### **9. Changes of Circumstances**

- A. The client is responsible for reporting changes to both the CSO and to Nooksack Tribe. However, the CSO may request information about resources and income verification from the N-TANF to facilitate determination for Basic Food, Medical and Working Connection Child Care.
- B. When a Nooksack Tribal TANF recipient reports changes in income and/or circumstances to the N-TANF, the N-TANF will forward this information to the CSO within five (5) working days.

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### **10. Overpayments**

If an office opens TANF when TANF assistance is already being provided by another office, the second office that opened TANF in error will be responsible for establishing an overpayment and needs to coordinate with the other office to terminate duplicate benefits immediately.

### **11. Terminations**

- A. The N-TANF will notify the CSO within 10 working days of any termination of Nooksack Tribe's Tribal TANF benefits and specify the reason for termination.

### **12. Sanctions**

The CSO will work with the N-TANF case manager to share information when a N-TANF sanctioned individual applies for State TANF.

### **13. Time Limits and Extensions**

- A. As provided in the Nooksack Tribal Family Assistance Plan, N-TANF recipients are exempt from the 60-month time limit, if they lived in Indian Country and met the 50% not employed rate. The tribe must include months counted by the State when the recipient was on State TANF towards the 60-month time limit.
- B. If the N-TANF recipient is not exempt under the disregard and they reach the 60<sup>th</sup> month, they will be reviewed for an extension under the Nooksack Plan's extension criteria.

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

The contact persons designated by the parties in Section 1., above, will also provide liaison and assistance between the offices for Food Assistance, Medical Assistance, Child Support, Child Care, Disability Lifeline, to make sure emergencies are quickly resolved and in general to assure that high quality, professional communication takes place.

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

- A. Region 2 Community Services and Everett Division of Child Support 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.
- B. In acknowledgement of the intent of all parties:

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

### **16. Data Share Agreement**

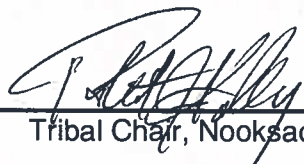
- A. DSHS and the Nooksack Tribe will sign a data share agreement to last for the 3-year period of Nooksack Tribal TANF plan to share available data:
  1. for the transfer and ongoing exchange of information for cases described in Section 2, and
- B. All parties understand and agree that the sharing of any information about individual clients and case circumstances will be limited to that information needed for the proper administration of the Bellingham CSO, DCS, NCSP and/or Tribal assistance programs. Parties will ensure there is a signed disclosure statement on file before sharing client information.
- C. As required under federal law, data sharing will help prevent clients from receiving duplicate assistance.
- D. As provided by the Intergovernmental Agreement between the Nooksack Indian Tribe and the Department of Social and Health Services (DSHS), the Bellingham CSO, Everett DCS, and NCSP will exchange information, on a routine and ongoing basis, about currently opened TANF cases which is sufficient to enable each program to determine that no individual or family is concurrently receiving assistance from two TANF programs.

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**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 N-TANF program and will result in the best service and outcomes for all of our mutual clients.


The Nooksack's Tribal TANF Plan is approved for a three (3) year period from May 1, 2011 to April 30, 2014. This operating agreement may be reviewed, updated or modified at any time by mutual agreement of the parties.


  
Robert Kelly Jr. Tribal Chair, Nooksack Tribal Council 3-16-11  
Date

  
Deborah Doyle, Regional Administrator, Region 2 Community Services Division 3-8-11  
Date

  
Dan Story, Administrator, Bellingham Community Services Office 3-11-11  
Date

  
Patti Datrymple, District Manager, DCS Everett Field Office 4-5-11  
Date

  
Katherine Canete, Tribal TANF Director, Nooksack Tribe 3-16-11  
Date

  
Ken Levinson, Tribal Child Support Director, Nooksack Tribe 3/16/11  
Date

CC: Michael Mowrey  
Tim Collins