

AMENDMENT TO  
MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CHEROKEE NATION  
AND  
DELAWARE TRIBE OF INDIANS

This amendment incorporates each and every provision of the MOA between Cherokee Nation ("Nation") and the Delaware Tribe of Indians ("Tribe") executed by Chief Chet Brooks, Principal Chief Chuck Hoskin, Jr., and the Executive Director of Human Services on June 4, 2020. The Amendment is as follows:

1. The term of this Agreement shall be from October 1, 2020 through September 30, 2021.
2. Due to expiration of the prior Child Care MOA and lack of a contractual agreement, Cherokee Nation has held funds that are available to be passed through to the Delaware Tribe of Indians in relation to the 2008 MOA between the Nation and the Tribe for fiscal year October 1, 2020 through September 30, 2021 (FY21). The regular, annual funding allocation for FY 21 funds for the Tribe is \$5,886,669.07. Cherokee Nation agrees to release twenty-five percent (25%) of those funds (less an FY21 overall seven and one-half (7.5%) administrative fee), in the amount of \$1,361,292.22 upon execution of this agreement. Cherokee Nation agrees to release a pro-rated percentage of the remaining funds each quarter thereafter so long as the following conditions are met:
  - a. As required for this release of funds, and due to the Internal Control Finding identified as Finding 2019-01 within the Tribe's Fiscal Year 2020 Single Audit regarding the Monitoring of Subrecipients, the Tribe agrees to, within 30 days of the receipt of the initial payment, contract with an independent certified public accountant ("CPA") (individually or as part of a firm) to perform the monitoring procedures as recommended by the Tribe's independent auditor, provide financial accounting oversight for and quarterly reporting on Child Care funds that have been paid from the Nation to the Tribe.
  - b. The Tribe agrees to provide quarterly reports within 30 days after the end of each quarter that detail the expenditures paid that quarter for those Child Care funds passed through from the Nation to the Tribe. These quarterly reports consist of quarterly budget to actual reports and a detail listing of expenditures for that quarter, by category (i.e. administration, child care services, etc.).
  - c. The Tribe agrees that additional quarterly payments will be contingent upon satisfactory quarterly reports from the above referenced CPA and will attest, on a quarterly basis, that any of the Child Care funds passed through from the Nation that were expended by the

Tribe were spent in accordance with all applicable laws, regulations, and funding requirements of the Nation and the United States.

- d. The Tribe agrees that the Nation will withhold and use the seven and one-half percent (7.5%) of the total amount listed in Section 2 above for administrative costs associated with passing through Child Care funds to the Tribe.
  - e. The Tribe agrees to include in their FY21 financial audit the required Management's Discussion and Analysis (MD&A), and provide to the Nation once it is final.
  - f. The Tribe agrees to provide all necessary documentation required for the Nation's submission of the annual P.L. 102-477 Report.
3. Section 3.3 insert the word "child care" before "licensure"
  4. Section 3.9 strike "and within the obligation and liquidation period specified by CCDF regulation"
  5. Section 6.1 strike "A holdback in the amount of 5% of the Tribe's estimated Proportionate Share will be retained by the Nation pending "Final Tribal CCDF Allocation" based upon Congressional appropriations" and replace with "The Nation's obligation to pass funds to the Tribe are contingent on actual receipt of funds. The Tribe will receive their Proportionate Share of actuals funds received by the Nation, as they are received by the Nation."
  6. Section 6.1 Payment – strike ", minus five percent (5%) of the estimated Proportionate Share, as applicable,"

In witness whereof, the parties hereto have subscribed their names on the date set forth herein.

DELAWARE TRIBE:



Brad Killis Crow, Chief

06-03-22

Date

CHEROKEE NATION:



Chuck Hoskin, Jr., Principal Chief

6/2/2022

Date