Washington State DEPARTMENT OF SOCIAL & HEALTH SERVICES	**INDIAN NATION PROGRAM AGREEMENT DATA SHARE AGREEMENT ACES & SEMS WEB**	DSHS Agreement Number Click here to enter text.

This Program Agreement is by and between the State of Washington Department of Social and Health Services (DSHS) and the Indian Nation identified below, and is issued in conjunction with the DSHS and Indian Nation Agreement Regarding General Terms and Conditions, which is incorporated by reference.	Administration or Division Agreement Number Click here to enter text. Indian Nation Agreement Number

DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	CCS CONTRACT CODE
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Click here to enter text. Click here to enter text.	Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
Click here to enter text.	Click here to enter text.	Click here to enter text.

INDIAN NATION NAME	INDIAN NATION ADDRESS
Click here to enter text.	Click here to enter text. Click here to enter text., Click here to enter text. Click here to enter text.

INDIAN NATION CONTACT NAME
Click here to enter text.

INDIAN NATION CONTACT TELEPHONE	INDIAN NATION CONTACT FAX	INDIAN NATION CONTACT E-MAIL
Click here to enter text.	Click here to enter text.	Click here to enter text.

IS THE INDIAN NATION A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? Click here to enter text.	CFDA NUMBERS Click here to enter text.

PROGRAM AGREEMENT START DATE	PROGRAM AGREEMENT END DATE	MAXIMUM PROGRAM AGREEMENT AMOUNT
Click here to enter text.	Click here to enter text.	Click here to enter text.

EXHIBITS. When the box below is marked with a check (4) or an X, the following Exhibits are attached and are incorporated into this Indian Nation Program Agreement by reference:

☒ **Data Security: Exhibit A – Data Security Requirements**

☒ **Exhibits (specify): Exhibit B – Assurances & Certifications form, Exhibit C – Washington State Department of Social & Health Services – Notice of Nondisclosure, Exhibit D – DSHS Form 9-989 (Confidentiality Statement – Tribal Employee)**

By their signatures below, the parties agree to the terms and conditions of this Indian Nation Program Agreement and all documents incorporated by reference. No other understandings or representations, oral or otherwise, regarding the subject matter of this Program Agreement shall be deemed to exist or bind the parties. The parties signing below certify that they are authorized, as representatives of their respective governments, to sign this Program Agreement.

INDIAN NATION SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED (m/d/y)
Click here to enter text.		/ / 2013
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
Click here to enter text.	Julia Weese Program Manager, DSHS Contracts Department Re: Automated Client Eligibility System (ACES) Data	/ / 2013
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
Click here to enter text.	Kathy Jenkins Program Manager, Division of Child Support Re: Support Enforcement Management (SEMS) Data	/ / 2013

1. **Government to Government Relations**

    a. The Indian Nation named above and the State of Washington are sovereign governments. The Indian Nation and DSHS agree to the terms of this Program Agreement for the purpose of furthering the government-to-government relationship acknowledged in the Centennial Accord and to achieve their mutual objectives of providing efficient and beneficial services to their people.

    b. Nothing in this Agreement shall be construed as a waiver of tribal sovereign immunity.

2. **Definitions**

    a. "ACES" means Automated Client Eligibility System.

    b. "Centennial Accord" means the agreement entered into between federally recognized tribes in Washington State and the State of Washington on August 4, 1989.

    c. "ESD" means the Employment Security Department of Washington State.

    d. "Federal" means the United States of America.

    e. "Fob" means a type of security token: a small hardware device with built-in authentication mechanisms that provide two factor authentication of users.

    f. "SEMS" means Support Enforcement Management System

    g. "SGN" means Statewide Governmental Network.

    h. "Software Security Token" means a type of two-factor authentication security software that is used to verify the identity of the user accessing database information, as defined in this contract. The SST represents software placed on the user's computer.

    i. "State" means the state of Washington.

    j. "TANF" means Temporary Assistance to Needy Families.

    k. "Tribe" or "Tribal" means the entity performing services pursuant to this Indian Nation Program Agreement. This includes the Tribe's officers, directors, trustees, employees and/or agents unless otherwise stated in this Indian Nation Program Agreement. For purposes of this Indian Nation Program Agreement, the Tribe is not considered an employee or agent of DSHS.

3. **Statement of Work**

    a. Programs Receiving and Providing Data

        (1) The Indian Nation named on page one of this Data Share Agreement, herein referred to as the "Tribe", is the data recipient; contact information is listed on page number one under Indian Nation name.

        (2) DSHS is the data provider; contact information is listed on page number one under DSHS Administration.

    b. Purpose

        (1) The purpose of this agreement is to provide access to data for the limited purpose of assisting the Tribe in administering their Tribal Title IV-A TANF and Title IV-D Child Support

Programs. DSHS shall provide the Tribe with access to:

(a) Automated Client Eligibility System (ACES)

(b) Support Enforcement Management System (SEMS)

(c) Employment Security Department (ESD) earnings and benefit information

    i.   Tribal TANF staff must only access ESD through ACES

    ii.   Tribal IV-D Child Support Program staff must only access ESD through SEMS.

c.   Description of Data

(1) ACES Data

Designated employees or contracted staff of the Tribe shall have limited read–only web based secured access to ACES.

(2) SEMS IV-D Data

Designated employees or contracted staff of the Tribe shall have limited read–only web based secured access to SEMS cases where the Tribe is coded on the SEMS case. DSHS will provide the Tribe's staff with electronic inquiry only access to Child Support information for verification of child support cases, family relationships, and financial history as authorized under RCW 26.23.120. The IV-D data in SEMS that DCS may provide to a Tribal IV-D or Tribal IV-A program is limited to the purposes provided for in 45 CFR 307.13.

(3) Confidential Benefit and Wage Employment Data

Designated employees or contracted staff of the Tribe shall have limited read-only web based secured access to confidential benefit and wage employment data collected through the Unemployment Compensation (UC) program, which is accessed through ACES and SEMS.

d.   Data Access or Transfer

(1) Unique user identification numbers and passwords obtained from DSHS are required in order for the authorized tribal staff to log on to ACES and SEMS.

(2) The Tribe will need to submit the IP numbers of the workstations that will need to access ACES and SEMS.

(3) <u>ACES/SEMS</u> - Method of Access / Transfer

(a) Connection to ACES and SEMS will occur in one of the following two ways, either:

    i.   Through a workstation attached to the intergovernmental network (IGN), or

    ii.   DSHS will grant data access to ACES and SEMS for designated staff through a Virtual Private Network (VPN) connection provided by the Department of Information Systems (DIS), which uses fobs or software security tokens (SST) as a secondary factor of authentication, in addition to user identification and password.

        (A) The Tribe will elect whether the secondary factor of authentication will be either fobs or SSTs.

(B) If the Tribe opts to use fobs:

1. DSHS will provide a maximum of two (2) dual ACES-SEMS fobs to the Tribal TANF program free of charge. Each of the two (2) fobs will provide access to both ACES & SEMS.

2. DSHS will provide a maximum of two (2) dual ACES-SEMS fobs to the Tribal Child Support program free of charge. Each of the two (2) fobs will provide access to both ACES & SEMS.

3. Each of the fobs provided must be assigned to only one (1) individual, and access and use of the fobs shall not be shared between program employees or contracted staff.

4. Fobs lost or damaged by the Tribe may be replaced by DSHS. DSHS may charge the Tribe $75.00 to replace a lost or damaged fob.

(C) If the Tribe opts to use SST's:

1. DSHS will provide a maximum of two (2) dual ACES-SEMS SST's to the Tribal TANF program free of charge. Each of the two (2) SST's will provide access to both ACES & SEMS.

2. DSHS will provide a maximum of two (2) dual ACES-SEMS SST's to the Tribal Child Support program free of charge. Each of the two (2) SST's will provide access to both ACES & SEMS.

3. Each of the SST's provided must be assigned to only one (1) individual, and access and use of the SST's shall not be shared between program employees or contracted staff.

(b) The Tribe shall ensure that:

i.   Tribal TANF program employees or contracted staff access wage and UC information from the ESD only through ACES.

ii. Tribal Child Support program employees or contracted staff access wage and UC from the ESD only through SEMS.

e. Limitations on Use of Data

(1) The Tribe shall ensure that Tribal TANF and Child Support Employees or contracted staff persons have access to ACES and SEMS records only when necessary to fulfill the TANF or Child Support requirements of their program.

(2) ACES – SEMS Security Monitoring

(a) The Tribe shall assign security monitor(s) as a point of contact for ACES and SEMS for the Tribal TANF and Child Support programs.

(b) The security monitor will:

i.   Route ACES access requests through the ESA Information Technology Division Central Support Help Desk.

       ii.   Route SEMS access requests through the DCS Program Manager.

      iii. Assist in DSHS' efforts to monitor the security provisions of the DSA, by annually reviewing, completing and submitting the Assurances and Certifications form (see Exhibit "B") to DSHS on the following dates:

          (A) Month 1, 20XX

          (B) Month 1, 20XX

          (C) Month 1, 20XX

       iv. Notify the ESA Information Technology Division Central Support Help Desk immediately when employees or contracted staff that have access to ACES terminate employment, transfer, or change duties.

       v.   Notify the DCS Program Manager immediately when employees or contracted staff that have access to SEMS terminate employment, transfer, or change duties.

      vi. Perform the following actions upon an employee or contracted staff member (with SEMS or ACES access) terminating employment, transferring, or changing duties:

          (A) Promptly revoke access that is no longer needed or appropriate. Disable (revoke) all user IDs within five business days of the termination.

          (B) Notify the employee or contracted staff member of his or her duty to keep information confidential.

          (C) Disable (revoke) all access and user IDs immediately when an employee or contracted staff member is terminated for cause.

(c) Supervisors and/or managers must promptly report to the security monitor duty changes or other personnel changes for which removal or reduction of computer system privileges is appropriate.

f. Frequency of Exchange

The exchange of data is accomplished through on-line transactions that may occur whenever the application is available

g. Security of Data

(1) The Tribe shall secure the data provided in accordance with the requirements of **Exhibit A – Data Security Requirements.**

(2) The Tribe shall exercise due care to protect data from unauthorized physical and electronic access. Due care includes establishing and maintaining security policies, standards, and procedures which detail:

(a) Access security, identification, and authentication;

(b) Network and workstation security;

(c) Premise security; and

(d) Sanctions for unauthorized use or disclosure of data.

(3) To limit potential security breaches, if a Fob or SST is inactive for more than ninety (90) days, DSHS may deactivate it.

(4) DSHS provided data stored by the Tribe may not be accessed remotely — no use of external networks (e.g. the Internet) is allowed under this agreement.

(5) The Tribe shall track the location of any copies or backups of data provided by DSHS. The method of tracking shall be sufficient to provide the ability to audit the protections afforded the copied data sets.

(6) In the case of hardware failure, the Tribe must protect data by removing the hard drive before shipping equipment for repair.

h. Confidentiality and Nondisclosure:

(1) The Tribe shall protect confidential information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other State, Federal or Tribal laws including the following, incorporated by reference:

(a) SEMS IV-D Data:

   i. RCW 42.56.230 Personal Information

   ii. RCW 26.23.120 Information & Records – Confidentiality – Disclosure – Adjudicative Proceeding – Rules – Penalties

   iii. 45 CFR 307.13 Security & Confidentiality for Computerized Support Enforcement Systems in Operation After October 1, 1997.

   iv. 20 CFR 603 Federal-State Unemployment Compensation (UC) Program; Confidentiality & Disclosure of State UC Information

   v. 42 USC 654(26) Safeguarding Confidential Information

(b) ACES Data

   i. RCW 74.04.060 Records, Confidential – Exception – Penalty

   ii. RCW 42.56.230 Personal Information

   iii. 20 CFR 603 Federal-State Unemployment Compensation (UC) Program, Confidentiality & Disclosure of State UC Information

(2) For Child Support information contained in SEMS or the Title IV-D program, all information is private and confidential and shall be exempt from disclosure under RCW 42.56 or other Federal, State, or Tribal laws.

(3) The Tribe shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements.

(4) The Tribe, its employees and contracted staff may use confidential information or data gained by reason of this Agreement only for the purposes of this Agreement.

(5) The Tribe shall not disclose nor transfer any information as described in this Program Agreement to any party in whole or in part, or to any individual or agency unless the information is exempt from disclosure under applicable State, Federal or Tribal laws.

(6) All confidential information DSHS receives from the Tribe under this Agreement will be kept confidential by DSHS employees as required by applicable State, Federal or Tribal laws.

(7) Notice of Nondisclosure

(a) <u>ACES</u>: The Tribe must ensure each employee or contracted staff person with access to DSHS and/or ESD records or information, whether direct or indirect, annually reviews and signs the Washington State Department of Social and Health Services, Notice of Nondisclosure (Nondisclosure form) (Exhibit C) prior to DSHS granting access.

    i. The Tribe shall retain a signed copy of the Nondisclosure form (Exhibit C) on file for monitoring purposes and made available for DSHS review upon request.

(b) <u>SEMS</u>: The Tribe must ensure each employee or contracted staff person with SEMS access (including, but not limited to ESD information), annually reviews and signs the Federal and State data access requirements listed in the SEMS, Confidentiality Statement – Tribal Employee (DSHS 9-989) (Exhibit D), prior to DSHS granting access. Staff with direct access must also annually electronically acknowledge this agreement.

    i. The Tribe shall retain a signed copy of the DSHS 9-989 form (Exhibit D) on file for monitoring purposes and made available for DSHS review upon request.

(8) Notification of unauthorized disclosure:

The Tribe shall notify the Economic Services Administration (ESA) within one (1) business day of discovery of any unauthorized disclosure of ACES, SEMS or ESD information. Notification to ESA shall be done by sending an email to databreach@dshs.wa.gov.

4.   Disputes

Disputes shall be resolved in accordance with the current DSHS and Indian Nation Agreement on General Terms and Conditions between the Tribe and DSHS.

5.   Termination

Termination of this Agreement shall be in accordance with the current DSHS and Indian Nation Agreement on General Terms and Conditions between the Tribe and DSHS.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL