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|  | | INDIAN NATION PROGRAM AGREEMENT DATA SHARE AGREEMENT ACES & SEMS WEB | | DSHS Agreement Number 2162-26065 |
| 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 Indian Nation Agreement Number | |
| DSHS ADMINISTRATION Economic Services Administration | DSHS DIVISION Division of Child Support | DSHS INDEX NUMBER 1325 | CCS CONTRACT CODE 3042NS-62 | |
| DSHS CONTACT NAME AND TITLE Saundra Cheek Program Administrator | | DSHS CONTACT ADDRESS 712 Pear St SE PO Box 9162 Olympia, WA 98507-9162 | | |
| DSHS CONTACT TELEPHONE (360)664-5025 | DSHS CONTACT FAX (360)664-5342 | DSHS CONTACT E-MAIL scheek@dshs.wa.gov | | |
| INDIAN NATION NAME Suquamish Tribe | | INDIAN NATION ADDRESS PO Box 498 Suquamish, WA 98392-0767 | | |
| INDIAN NATION CONTACT NAME Nehreen Ayub | | | | |
| INDIAN NATION CONTACT TELEPHONE (360) 394-8474 | | INDIAN NATION CONTACT FAX | | INDIAN NATION CONTACT E-MAIL nayub@suquamish.nsn.us |
| IS THE INDIAN NATION A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No | | | CFDA NUMBERS | |
| PROGRAM AGREEMENT START DATE 07/01/2021 | PROGRAM AGREEMENT END DATE 06/30/2024 | MAXIMUM PROGRAM AGREEMENT AMOUNT Fee For Service | | |
| EXHIBITS. When the box below is marked with a check (✓) or an X, the following Exhibits are attached and are incorporated into this Indian Nation Program Agreement by reference: <input checked="" type="checkbox"/> Data Security: Exhibit A – Data Security Requirements <input checked="" type="checkbox"/> 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 Leonard Forsman, Chair | | DATE SIGNED 8-2-21 |
| DSHS SIGNATURE (CSD ACES)  | | PRINTED NAME AND TITLE Shannon Williams, Contracts Officer DSHS/ESA-Community Services Division | | DATE SIGNED 8/19/21 |
| DSHS SIGNATURE (DCS SEMS)  | | PRINTED NAME AND TITLE Mario A. Sosa, Key Contracts Admin. DSHS/ESA/ Division of Child Support | | DATE SIGNED 8/19/2021 |

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 these Special General Terms and Conditions 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. "NCP" means the Non-Custodial Parent.
- f. "Non-assistance" means a person who is not receiving public assistance.
- g. "Order State" means the state that issued the child support order.
- h. "Order Tribe" means the tribe that issued the child support order.
- i. "SEMS" means Support Enforcement Management System.
- j. "SGN" means Statewide Governmental Network.
- k. "SST" means Software Security Token, 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 agreement. The SST represents software placed on the user's computer.
- l. "State" means the state of Washington.
- m. "TANF" means Temporary Assistance to Needy Families.
- n. "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 one (1) under Indian Nation name.

(2) DSHS is the data provider; contact information is listed on page one (1) under DSHS Administration.

b. Purpose

(1) To assist the Tribe in administering their Tribal Title IV-D Child Support Program, 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.

c. Description of Data

(1) ACES Data

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

(2) SEMS Data

(a) Designated employees or contracted staff of the Tribe shall have limited read-only web based secured access to SEMS Intergovernmental cases where the Tribe is identified 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 program is limited to the purposes provided for in 45 CFR 307.13.

Data shall **not** include any Federal Tax Information.

(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.

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) ACES/SEMS - 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 Washington Technology Solutions (WaTech), which uses software security tokens (SST) as a secondary factor of authentication, in addition to user identification and password.

(A) The Tribe will use SST's:

1. 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.
2. 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.

(D) The Tribe may request additional dual ACES-SEMS SST's. In consideration for each additional SST, beyond the two (2) provided at no charge for each program, the Tribe will pay the per month charge DSHS incurs directly from Washington Technology Solutions (WaTech). As of the date of this Agreement, the charge is \$9.00 per month per SST.

1. DSHS reserves the right to approve or deny a request made by the Tribe for additional dual ACES-SEMS SST.

(E) Payment and billing conditions for each additional SST:

1. The Tribe will prepay the annual cost of each additional SST, based on the state fiscal year (July 1st to June 30th), with payment due on July 1st each year.
 - a. DSHS/ESA Accounting Unit will bill the Tribe annually. The bill will describe the time period and charges assessed.
2. If an SST is issued mid-year, the cost will be prorated on a monthly basis and the Tribe shall pay the prorated annual lump sum payment within thirty (30) days after receipt of the SST.
 - a. DSHS/ESA Accounting Unit will bill the Tribe. The bill will describe the time period and charges assessed.
3. The Tribe shall provide payment for any additional SST provided to their Child Support or TANF program as follows:
 - a. Additional SST(s) provided to the Child Support Program: The Tribe shall make checks payable to "ESA DFFR" (Division of Finance and Financial Recovery) and reference "_____ Tribe Additional SST for Child Support Program." The Tribe will send payments to: ESA DFFR Accounting Unit, P.O. Box 45445, Olympia WA 98504-5445.
4. The Tribe will submit payments within thirty (30) days of the due dates referenced above.
 - a. If payments are not received within the thirty (30) days of the due dates DSHS may deactivate the additional SST.
5. If the Tribe requests DSHS to deactivate an additional SST provided under this Agreement, DSHS will send applicable pro-rated refunds to the Tribe within thirty (30) days of DSHS receiving notification of the requested deactivation of the SST.

6. If a change in the associated cost DSHS/ESA incurs from WaTech per SST per month creates an underpayment or overpayment by the Tribe, DSHS/ESA will reconcile the twelve month charge and payments as follows:
 - a. If the monthly payment is increased, DSHS/ESA will add the balance to the following year's 12 month charge.
 - b. If the monthly charges decrease, DSHS/ESA will credit the balance toward the following year's 12 month charge.
- e. Limitations on Use of Data
 - (1) The Tribe shall ensure that Tribal Child Support Employees or contracted staff persons have access to ACES and SEMS records only when necessary to fulfill the Child Support requirements of their program.
 - (2) ACES – SEMS Security Monitoring
 - (a) The Tribe shall assign a person as a security monitor as a point of contact for ACES and SEMS.
 - (b) The security monitor will:
 - i. Route ACES or SEMS access requests through the DSHS Agreement Monitor, listed on page one (1), or by emailing the Tribal Access inbox at TribalAccessRQ@dshs.wa.gov.
 - ii. 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 annually on:
 - (A) July 1st
 - iii. Notify the DSHS Agreement Monitor, listed on page one (1), or by emailing the Tribal Access inbox at TribalAccessRQ@dshs.wa.gov immediately when employees or contracted staff that have access to ACES or SEMS terminate employment, transfer, or change duties.
 - iv. 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.
 - (D) Provide an updated **Exhibit B** (Assurances and Certifications) to the DSHS contact each time the users with SSTs change.
 - (c) Supervisors and/or managers must promptly report to the DSHS Agreement Monitor, listed on page one (1), or by emailing the Tribal Access inbox at TribalAccessRQ@dshs.wa.gov,

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.

4. Data Security

- a. The Tribe shall secure the data provided in accordance with the requirements of **Exhibit A – Data Security Requirements**.
- b. 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:
 - (1) Access security, identification, and authentication;
 - (2) Network and workstation security;
 - (3) Premise security; and
 - (4) Sanctions for unauthorized use or disclosure of data.
- c. To limit potential security breaches, DSHS may deactivate an SST if it is inactive for more than ninety (90) days.
- d. 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.
- e. 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.
- f. In the case of hardware failure, the Tribe must protect data by removing the hard drive before shipping equipment for repair.

5. Confidentiality and Nondisclosure

- a. The Tribe shall protect information that is exempt from disclosure to the public or unauthorized persons under RCW 42.56 or other State, Federal or Tribal laws including the following, incorporated by reference:
 - (1) SEMS IV-D Data:
 - (a) RCW 42.56.230 Personal Information
 - (b) RCW 26.23.120 Information & Records – Confidentiality – Disclosure – Adjudicative Proceeding – Rules – Penalties
 - (c) 45 CFR 307.13 Security & Confidentiality for Computerized Support Enforcement Systems in Operation After October 1, 1997

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

(e) 42 USC 654(26) Safeguarding Confidential Information

(2) ACES Data:

(a) RCW 74.04.060 Records, Confidential – Exception – Penalty

(b) RCW 42.56.230 Personal Information

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

- b. 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.
- c. The Tribe shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements.
- d. 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.
- e. 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.
- f. All confidential information DSHS receives from the Tribe under this Agreement will be kept confidential by DSHS employees as required by State, Federal or Tribal laws.
- g. Notice of Nondisclosure

(1) **ACES**: 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 (Exhibit C Nondisclosure form) prior to DSHS granting access.

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.

(2) **SEMS**: The Tribe must ensure that 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.

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.

h. 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 and the DSHS Agreement Monitor

listed on page one (1).

6. 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.

7. 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