Washington State DEPARTMENT OF SOCIAL & HEALTH SERVICES

INDIAN NATION PROGRAM AGREEMENT DATA SHARE AGREEMENT ACES & SEMS WEB

DSHS Agreement Number

0862-39644

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 an Indian Nation and DSHS Agreement Regarding General Terms and Conditions, which is incorporated by reference.

Administration or Division Agreement Number

Indian Nation Agreement Number

DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	CCS CONTRACT CODE
Economic Services Administration	Assistant Secretary's Office - ESA	1313	3000NC-62

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Mike Mowrey Program Administrator	PO Box 45857 Olympia, WA 98504-5857

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
(360) 725-4656 Ext:	(360) 413-3123	mowrems@dshs.wa.gov

INDIAN NATION NAME	INDIAN NATION ADDRESS
Nooksack Tribe	PO Box 157 Deming, WA 98244-

INDIAN NATION FEDERAL EMPLOYER IDENTIFICATION NUMBER	INDIAN NATION CONTACT NAME
911487296	Pat Check

INDIAN NATION CONTACT TELEPHONE	INDIAN NATION CONTACT FAX	INDIAN NATION CONTACT E-MAIL
(360) 592-5176 Ext:	(360) 592-5721	pcheck@nooksack-tribe.org

IS THE INDIAN NATION A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT?	CFDA NUMBERS
No	

PROGRAM AGREEMENT START DATE	PROGRAM AGREEMENT END DATE	MAXIMUM PROGRAM AGREEMENT AMOUNT
5/1/2008	4/30/2011	No Payment

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:

☐ Exhibits (specify):

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
	N. Cunnap Chair	4.16.08
DSHS SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**
Ramona Bushnell	Ramona Bushnell, Contracts Manager DSHS/Economic Services Administration	4-22-08

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. "Agreement" means this Indian Nation Data Share Agreement, including all documents attached or incorporated by reference.

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

d. "DSHS" means the Department of Social and Health Services of the State of Washington and its administrations, divisions, programs, employees, and authorized agents.

e. "eJAS" means web-based JOBS Automated System.

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

g. "Personal Information" means information identifiable to any person. This includes but is not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

h. "RCW" means the Revised Code of Washington. All references in this Agreement or any Program Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute.

i. "Regulation" means any federal, state, or local regulation, rule, or ordinance.

j. "SEMS" means Support Enforcement Management System.

k. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this contract.

l. "SGN" means Statewide Governmental Network.

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

n. "Tribe" 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.

o. "WAC" means Washington Administrative Code.

3. Statement of Work

a. Programs Receiving and Providing Data

(1) The Nooksack Tribe 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) DSHS shall provide the Tribe with Automated Client Eligibility System (ACES) & Support Enforcement Management System (SEMS) in read-only web based secured access.

(a) The access to ACES and SEMS, for TANF and Child Support program purposes, will assist the Tribe in administering their Tribal TANF and Child Support Programs.

c. Description of the Data

(1) SEMS Data

(a) Designated 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.

(2) ACES Data

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

(b) Until the Tribe has their own access to ACES, specific hard copy data outlined below shall be provided to transfer cases from the state to the Tribe. Once the Tribe has access to ACES, DSHS will only provide item (i) below. ACES and eJAS information on tribal clients and their case information shall be provided in hard copy form and is limited to the following:

i. AU number, Client ID number for each client in the AU, and the names of the clients.

ii. Demographic information (copy of the most recent application or Eligibility Review).

iii. Income and resources.

iv. Native American status (as declared by the household).

v. Relationship of household members to the Native American member(s).

vi. Citizenship.

vii. Place of residence (if different from mailing address).

viii. Geographic Service Area.

ix. Pregnancy / due date.

x. Identification and social security number.

xi. Absent Parent information.

xii. Number of months the family has already received state or Tribal TANF and the number of months the family resided on an Indian Reservation while receiving TANF, if known;

xiii. Status of 60-month extension (if applicable).

xiv. JAS components. [eJAS]

xv. Employment and training activities.[eJAS]

xvi. Current Individual Responsibility Plan (IRP). [eJAS]

xvii. Support service history. [eJAS]

(3) The State of Washington, Employment Security Department (ESD) provides DSHS with confidential benefit and wage employment data collected through the Unemployment Compensation (UC) program, which is accessed through ACES and SEMS.

d. Access to Data

(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 as a secondary factor of authentication, in addition to user identification and password.

(A) DSHS will provide a maximum of two fobs for ACES access.

(B) DSHS will provide a maximum of two fobs for SEMS access.

(b) ACES, eJAS and client file data will be printed by DSHS staff and sent to the Tribal TANF Program, in hard copy form only, upon request during transfer of cases to the Tribal TANF program.

i. The data (hard copy) will be transferred from ESA to the Tribe and from the Tribe to ESA through the United States Postal Service (USPS) with tracking and delivery confirmation.

ii. If faxed, the receiving fax machine must be located so that it is only accessible by Tribal staff with authorized access to the data.

(c) The Tribe shall ensure that wage and UC from the ESD is accessed as follows:

i. Tribal TANF Program or contracted staff through ACES

ii. Tribal Child Support Program or contracted staff through SEMS

e. Persons Having Access to Data

(1) The Tribe shall ensure that Tribal TANF and/or 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.

(a) The Tribe shall assign a person as a security monitor as a point of contact for ACES and SEMS.

i. The security monitor will:

(A) Route ACES access requests through the ESA Information Technology Division Central Support Help Desk.

(B) Route SEMS access requests through the DCS Program Manager.

(C) Notify the ESA Information Technology Division Central Support Help Desk immediately when staff that have access to ACES are terminated from employment.

(D) Notify the DCS Program Manager immediately when staff that have access to SEMS are terminated from employment.

ii. The Tribe shall be responsible for the client caseload and case management, employment and social services of the clients whose case information has been transferred to them in accordance with this agreement.

f. Frequency of the Data Exchange

(1) 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 must provide security measures required by DSHS (and all applicable laws) needed to keep the information confidential and limit access only to authorized information.

(2) Reasonable precautions shall be taken to secure against unauthorized physical and electronic access to data, which shall be protected in a manner that prevents unauthorized persons, including the general public, from retrieving Data by means of computer, remote terminal, or other means.

(3) Notification of unauthorized disclosure

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

(4) Disks and/or documents generated in printed form from the electronic file shall be returned to DSHS or destroyed by shredding or pulping when no longer needed so unauthorized individuals cannot access client information.

(a) Data destroyed shall include all copies of any data sets in possession after the data has been used for the purpose specified herein or within 30 days of the date of termination, and certify such destruction to DSHS.

(b) DSHS shall be responsible for destroying the returned documents to ensure confidentiality is maintained.

(5) Data may not be saved to a local workstation, server, or any device connected to a workstation or server by any means, including copy and pasting the data to a locally stored document.

(6) DSHS data must be segregated to facilitate protecting it and identifying it for destruction when appropriate.

(a) When not in use, hard copies of the data shall be stored in a locked cabinet or other secure location to which only authorized users have access.

(7) The Tribe shall protect information according to State, Federal and Tribal laws including the following, incorporated by reference:

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

(b) RCW 42.56.230 Personal Information

(c) RCW 26.23.120 Information & Records – Confidentiality – Disclosure – Adjudicative Proceeding – Rules – Penalties

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

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

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

h. Confidentiality and Nondisclosure

(1) The information to be shared under this Agreement is confidential in nature and is subject to State, Federal and Tribal confidentiality requirements. The Tribe shall maintain the confidentiality of client information in accordance with State, Federal, and Tribal laws.

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

(3) 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.

(4) The Tribe shall not disclose, transfer, or sell any information as described in this agreement to any party in whole or in part, or to any individual or agency not specifically authorized by this agreement except as provided by law.

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

(6) The Tribe must obtain written consent in advance, as appropriate, on forms that meet DSHS standards, before accessing client information housed in ACES or SEMS.

(7) Notice of Nondisclosure

(a) ACES: The Tribe must ensure each employee or contracted staff person with ACES access signs the following nondisclosure forms provided by DSHS prior to DSHS granting access:

(A) Washington State Department of Social and Health Services Notice of Nondisclosure: The Tribe shall retain a signed copy of the form on file for monitoring purposes.

(B) Washington State Employment Security Department Notice of Nondisclosure: The Tribe shall submit the signed original copy of the form to the ESA State Tribal Relations Unit, Tribal Relations Program Administrator - TANF.

(b) SEMS: The Tribe must ensure that each employee or contracted staff person with SEMS access accepts the Federal and State data access requirements listed in the SEMS, Confidentiality Statement – Tribal Employee, prior to DSHS granting access.

(8) After being granted access each employee or contracted staff person will be required to annually review and accept the SEMS Confidentiality Statement – Tribal Employee.

4. Disputes

a. 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

a. 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