



**INDIAN NATION
PROGRAM AGREEMENT
DSA - Colville SEMS Access**

DSHS Agreement Number
0862-49190

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 Economic Services Administration	DSHS DIVISION Division of Child Support	DSHS INDEX NUMBER 1075	CCS CONTRACT CODE 3000NC-62
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DSHS CONTACT NAME AND TITLE Ted Thornton Program Administrator	DSHS CONTACT ADDRESS 712 Pear Street SE Olympia, WA 98507-9162
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DSHS CONTACT TELEPHONE (360) 664-5028 Ext:	DSHS CONTACT FAX (360) 664-5342	DSHS CONTACT E-MAIL tthornto@dshs.wa.gov
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INDIAN NATION NAME Confederated Tribes of the Colville Reservation	INDIAN NATION ADDRESS PO Box 150 Nespelem, WA 99155-
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INDIAN NATION FEDERAL EMPLOYER IDENTIFICATION NUMBER 910557683	INDIAN NATION CONTACT NAME Sam Ankney
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INDIAN NATION CONTACT TELEPHONE (509) 634-2782 Ext:	INDIAN NATION CONTACT FAX (509) 634-2742	INDIAN NATION CONTACT E-MAIL sam.ankney@colvilletribes.com
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IS THE INDIAN NATION A SUBRECIPIENT FOR PURPOSES OF THIS PROGRAM AGREEMENT? No	CFDA NUMBERS
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PROGRAM AGREEMENT START DATE 10/1/2008	PROGRAM AGREEMENT END DATE 9/30/2011	MAXIMUM PROGRAM AGREEMENT AMOUNT \$-76,908.00
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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): A - CTCSP Case Referral Document B- SEMS Screen access for Colville Tribal IVD staff (Using SEMS for their Case Management System) C- Data Security Requirements D- IRS Confidentiality and Security Requirements

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 <i>Michael Finley</i>	PRINTED NAME AND TITLE Michael Finley, Vice Chairman	DATE SIGNED 9-18-08
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DSHS SIGNATURE <i>Christine Simmonds</i>	PRINTED NAME AND TITLE Christine Simmonds, Contracts Officer DSHS/ESA	DATE SIGNED 9/25/08
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1. Government to Government Relations

- a. The Colville Indian Nation and the State of Washington are sovereign governments. The Colville Indian Nation (herein referred to as the "Tribe") and the State of Washington Department of Social and Health Services (herein referred to as the "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 the public.
- b. Nothing in this Agreement shall be construed as a waiver of tribal sovereign immunity.

2. Definitions

- a. "Agreement" means this Indian Nation Data Share Agreement, including all documents attached or incorporated by reference.
- 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. "Contractor" as used in Exhibit C means the Tribe.
- d. "CP" means the Custodial Parent.
- e. "CTCSP" means Colville Tribal Child Support Program.
- f. "DSHS" means the Department of Social and Health Services of the State of Washington and its administrations, divisions, programs, employees, and authorized agents.
- g. "ESD" means the Employment Security Department of Washington State.
- h. "FTI" means Federal Tax return and return Information.
- i. "IGN" means Intergovernmental Network.
- j. "IRC" means Internal Revenue Code.
- k. "IRS" means Internal Revenue Service.
- l. "IRS Publication 1075" is an IRS publication entitled "Tax Information Security Guidelines for Federal, State, and Local Agencies – Safeguards for Protecting Federal Tax Returns and Return Information."
- m. "NCP" means the Non-Custodial Parent.
- n. "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.
- o. "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.
- p. "Regulation" means any federal or state regulation, rule, or ordinance.
- q. "SEMS" means Support Enforcement Management System.

- r. "SGN" means Statewide Governmental Network. The SGN is a Department of Information Services firewall protected network that supports interconnectivity between departments of state government.
- s. "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.
- t. "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.
- u. "USC" means the United States Code. All references in this Agreement or any Program Agreement to USC chapters or sections shall include any successor, amended, or replacement statute.
- v. "WAC" means Washington Administrative Code. All references in this Agreement or any Program Agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation.

3. Statement of Work

a. PROGRAMS RECEIVING AND PROVIDING DATA

- (1) 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 intent of this agreement is to provide a framework for DSHS to provide the Colville Tribal Child Support Program (CTCSP) with access to SEMS case management technology to assist the Tribe in fulfilling the requirements of their IV-D program and meet the needs of its customers.

c. TRIBAL RESPONSIBILITIES

- (1) The Tribe shall authorize a limited power of attorney to DSHS to allow deposit of payments received by DSHS in the event they are endorsed to the Tribe.
- (2) To ensure correct distribution, the Tribe shall maintain accurate and separate debts as set forth in **Exhibit A – CTCSP Case Referral Document**.
- (3) The Tribe shall keep DSHS provided records confidential and shall only use those records to meet Child Support program purposes and requirements.
- (4) To ensure accurate data in the SEMS system.

d. DSHS RESPONSIBILITIES

- (1) DSHS will provide support and assistance through phone, e-mail, or remote access to tribal desktops.

- (2) DSHS will make every effort to provide access to the system and support during the same business hours as DSHS employees. The Tribe acknowledges that there may be conditions outside of DSHS control where the system may be unavailable for a period of time. Such conditions could include; hardware failures, network failures, or inclement weather.

e. DESCRIPTION OF THE DATA

- (1) DSHS shall make SEMS available to designated staff of the CTCSP. These staff shall have access to the specific SEMS screens as listed in **Exhibit B - SEMS Screen access for Colville Tribal IVD staff.**
- (2) 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 SEMS.

f. ACCESS TO DATA

(1) METHOD OF ACCESS

- (a) Access will be through the IGN network linked to the Tribe's IV-D office(s).

(2) PERSONS HAVING ACCESS TO DATA

- (a) The Tribe shall ensure that only CTCSP employees have access to SEMS records when necessary to fulfill the child support requirements of their program. The Tribe shall provide names of staff members whose duties require access to SEMS and provide updates to the DSHS Contact using the following guidelines:

- i. When an employee or other system user terminates employment, transfers, or changes 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 of his or her duty to keep information confidential.
 - (C) Supervisors and/or managers must promptly report duty changes or other personnel changes for which removal or reduction of computer system privileges is appropriate.
- ii. When an employee is terminated for cause, the Tribe shall immediately disable (revoke) the employee's access and user ID..

- (b) All SEMS records are confidential and shall only be used for Child Support requirements of the Child Support program.

- i. Tribal staff shall only access Colville Tribal cases or cases associated with Colville Tribal cases. Tribal staff shall not access other cases except for cross-referencing purposes.
- ii. The Tribe shall not access or print images of the court order Confidential Information Form.
- iii. 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.

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

(c) The Tribe shall be responsible for the client caseload, case management and all other available IV-D functions.

(2) FREQUENCY OF DATA EXCHANGE

(a) 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 C – Data Security Requirements**.

(2) As outlined in IRS Publication 1075, Internal Revenue Service (IRS) returns and return information are strictly confidential. The Tribe agrees to comply with very specific criteria for maintaining, using, storing, reporting and destroying return/return information. This includes, but is not limited to:

(a) FTI includes a taxpayer's identity and the nature, source, or amount of a payment.

(b) Making sure any notes and all FTI are shredded timely and appropriately (5/16 on the bias or cross cut shredded).

(c) Not sending FTI in the text of E-mail. Messages containing FTI must be attached and encrypted.

(d) Setting a password protected screensaver feature on PCs after fifteen minutes of inactivity. Logging off computers when away from desk for more than a brief time, or manually activating a password protected screensaver.

(e) Securing IRS information at all times using two barriers under normal security: secured perimeter/locked container, locked perimeter/secured interior, or locked perimeter/security container. During duty hours, deny access to areas containing FTI by restricted areas, security rooms, or locked rooms. During non-duty hours, FTI in any form (hard copy, printout, photocopy, notes, backups, etc.) must be protected through a combination of methods: secured or locked perimeter; secured area; or containerization (locked containers, security containers, safes or vaults). FTI must be containerized in areas where other than authorized employees may have access after hours.

i. Securing keys to IRS cabinet and account for all keys on a master key log.

ii. Maintaining logs that track receipt, use and destruction of IRS reports.

iii. Maintaining up-to-date access list to restrict access to FTI.

iv. Testing IRS locking cabinet periodically to ensure security.

v. Ensuring adequate back-up coverage exists to maintain consistent security.

vi. Preferably not co-mingling data with FTI. If FTI is co-mingled with other data, all co-mingled data will be protected as FTI.

- vii. 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.
- (3) All Tribal staff with access to federal income tax information and payments must:
- (a) Be briefed on security procedures and instructions for protecting federal tax information.
 - (b) Yearly review and record completion of the IRS Confidentiality and Security training in **Exhibit D – IRS Confidentiality and Security Requirements.**
- (4) SEMS contains additional information that requires special handling:
- (a) The Tribe will handle Financial Institution Data Match (FIDM) information per Volume I of the Social Security Act, Title IV-D, Section 469A.
 - (b) Per 45 CFR 309.80, Tribal IV-D programs are prohibited from releasing information on the whereabouts of one party or the child to another person, if the Tribe has reason to believe that the release of information may result in physical or emotional harm to the party or child. DCS identifies these types of cases by setting the DV (Domestic Violence) code on the SEMS BI screen to "1" (At Issue) for the custodial, joint custodial parent or child. If the CTCSP does not set the DV code to "1" on a Colville SEMS case, automated reporting of the person's whereabouts may occur through the Federal Case Registry (FCR). Setting the DV code to "1" assists in preventing improper release of an address.
- (5) The Tribe shall take reasonable precautions to secure against unauthorized physical and electronic access to data.
- (6) 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.
- (7) 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.
- (8) In the case of hardware failure, the Tribe must protect data by either removing the hard drive before shipping equipment for repair, or a tribal child support employee will be present while equipment is repaired on site.
- (9) Data the Tribe enters into SEMS on CTCSP cases will be stored by DSHS, but will remain tribal property.
- (10) Child support cases and data belonging to the Tribe will be identified with a unique code entered in the "Non-US FIPS Code" field on DSHS systems; The Tribe will uniquely identify DSHS data within their computing and filing systems.
- (11) 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) Upon discovery of any compromise or potential compromise of confidential or sensitive data shared by DSHS with the Tribe, the Tribe shall send notification to DSHS/DCS by sending an email to databreach@dshs.wa.gov within one (1) business day.
- (2) The Tribe is authorized to use any information obtained under the terms of this agreement for Child Support purposes. Sharing of the information may occur in accordance with the provisions listed in Section g above, including court proceedings. In accordance with provision 45 CFR 307.13, information shall be treated with such degree of confidentiality as is required by the federal social security law. Any personal use of client information is strictly prohibited.
- (3) The Tribe shall have adequate policies and procedures in place to ensure compliance with confidentiality requirements.
- (4) The Tribe shall not disclose or transfer 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 State or Federal law.
- (5) Any violations by the Tribe or employees of the nondisclosure of FTI requirements are the responsibility of the Tribe.
- (6) All confidential information DSHS receives from the Tribe under this Agreement will be kept confidential by DSHS employees as required by State and Federal law.

i. MONITORING

- (1) To ensure FTI safeguarding measures are maintained, the Tribe will perform internal inspections, complete an IRS confidentiality and security program report, and submit it to the DSHS Contact listed on page 1 of this contract. The Tribe will provide the report on or before the last business day of November of each year.
- (2) The Tribe will monitor compliance with requirements of this Agreement.
- (3) DSHS reserves the right to review tribal security measures.

j. LEGAL REFERENCES IN THIS CONTRACT

- (1) All references in the contract to IRC, USC, CFR, RCW, or WAC chapters or sections shall include any successor, amended, or replacement code, regulation, or statute.

4. Payment and Referral Schedule

- a. In consideration of access to SEMS as defined in this contract, the Tribe shall pay \$76,908 to DCS annually. The \$76,908 charge is based on a 100% caseload of 1,300 cases. The \$76,908 is subject to increase or decrease as determined by actual IV-D cases held by the Tribe. The referral process is referenced in **Exhibit A – CT CSP Case Referral Document**. The 'first quarter' and all subsequent quarters thereafter shall be defined as starting on January 1, April 1, July 1, or October 1, whichever date occurs after the date of the Federal Approval Letter of the Colville Tribal Child

Support Program. (Example: The Federal OCSE Approval Letter is dated December 24, 2008. The 'first quarter' for purposes as outlined in this contract would begin January 1, 2009) The Tribe shall make payments for the first three years as follows:

- (1) First quarter – The Tribe shall make a \$2,070.60 payment to DCS on the final day of the first quarter. The \$2,070.60 represents a prorated cost over the three months spanning the first quarter for the portion of IV-D cases (140) the Tribe has already received from DCS.
 - (2) Second quarter and each subsequent quarter thereafter – The tribe shall make a payment to DCS on the final day of each quarter. To ensure an accurate payment based on exact IV-D case counts, each quarterly payment shall be calculated using a variable. The payment calculation for each quarter shall be as follows:
 - (a) The number of IV-D cases in the Tribe's system will be divided by 1,300 & multiplied by the quarterly cost in Chart 1 below. The resulting figure represents a prorated cost over the previous three month quarter for the portion of IV-D cases the tribe has in their caseload.
 - i. Example 1: The Tribe receives 300 cases from DCS in the second quarter. On the last day of the second quarter the CTCSP reflects a caseload of 440 IV-D cases. The payment due on the final day of the second quarter would be \$6,507.60. Calculated as: $(440/1300) * \$19,227$.
 - ii. Example 2: On the last day of the 11th quarter, the CTCSP reflects a caseload of 1,500 IV-D cases. The payment due on the final day of the 11th quarter would be \$22,185.00. Calculated as follows: $(1500/1300) * \$19,227$.
 - (3) For the purpose of this contract, IV-D cases referenced above are defined as follows: An open case in the Tribe's case management system. To determine IV-D Case counts for payment calculations, the DSHS Contact will perform a SEMS Query (SQ) on the Tribe's caseload. The SQ pull and calculation will occur on the final day of each quarter each year. If the date lands on a weekend or holiday, the SQ pull and calculation will occur on the next business day. The resulting figure from the SQ calculation will be used for each quarterly calculation described above.
 - (4) Each quarter the DSHS Contact shall notify the Tribe's IV-D Office Manager of the amount due. Notification shall include a calculation reflecting the amount due. Notification shall occur via email.
 - (5) The Tribe shall submit payments within twenty (20) business days of the due dates referenced in sections 4.a.1-8.
 - (6) The Tribe shall make checks payable to "DSHS/DCS," and reference the "Colville SEMS Agreement" on the checks. Send payments to: DCS Accounting Unit, PO Box 45445, Olympia WA 98504-5445.
 - (7) Payments defined in this contract are due until such time that this contract is terminated or superseded.
- b. If DCS experiences a change in the associated costs incurred to allow SEMS access to the Tribe, the Tribe and DCS shall review the changes within 30 days and amend this contract as needed to reflect the accurate costs and charges.

c. Chart 1 –

Cost Type	Monthly Cost	Quarterly Cost	Yearly Cost
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- (c) The Contracts Administrator shall give the Tribe at least ten (10) business days notice of DSHS' intent to terminate the agreement, along with a summary of the facts supporting such termination (i.e. unauthorized use, inspection or disclosure of federal tax return and return information; etc.).
- (d) The Tribe shall have at least ten (10) business days to cure the default or longer if agreed by DSHS and the Tribe. In the event of a continuing pattern of default, the Contracts Administrator shall not be required to provide a cure period.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

Exhibit A
CTCSP Case Referral Document

This Case Referral Document is not static. Modifications may be necessary with the knowledge and agreement of the Colville Tribes and the State of Washington Division of Child Support (DCS).

The purpose of this document 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 IV-D programs.

1. Identification of Tribal Child Support Cases:

- a. Within the Jurisdiction defined by the Colville Tribes Law & Order Code, the Colville Tribal Child Support Program (CTCSP) will serve:
 - (1) Any person residing or present within the Reservation or lands outside the boundaries of the Reservation held in trust by the United States for Tribal members of the Tribes;
 - (2) Children and their parent(s), guardian, legal custodians or other persons with responsibility for or control of the child who leaves the exterior boundaries of the Reservation and over whom the Court had jurisdiction at the time they left.
 - (3) Persons engaging in the act of sexual intercourse within the Reservation with respect to which a child may have been conceived.
 - (4) People who consent to the Jurisdiction of the Colville Tribal Court.
 - (5) Any person who is personally served with a summons on the Reservation;
 - (6) Any person who received TANF Assistance from the Colville Confederated Tribes.
- b. In accordance with the requirements under the Full Faith & Credit for Child Support Orders Act, 28 U.S.C 1738B, the Tribes will recognize child support orders issued by other Tribes, Tribal organizations, and by States to provide services:
 - (1) Where a person owns, uses, or possesses any real or personal property situated within the Reservation;
 - (2) Where a person transacts, conducts, or performs any business or activity within the Reservation by being present on the Reservation or by mail, phone, broadcast, cable either in person or by an agent or representative;
 - (3) Where there is any real or personal property located on the Reservation, the determination of ownership thereof or rights therein or to determine the application of such property to the satisfaction of a claim for which a child may have been conceived; and
 - (4) Where the Tribes or one of its corporations employs a person.
- c. The CTCSP has procedures for accepting all applications for IV-D services and providing IV-D services required by law and regulation.
- d. If it is determined that the CTCSP lacks jurisdiction over the case, the CTCSP shall refer the case to the appropriate IV-D program.

- e. If DCS and CTCSP staff are unable to reach agreement on which program has jurisdiction, they will each designate a contact person to resolve jurisdictional questions. Initially, the contact persons for this purpose will be:

- (1) Colville Tribe: Colville Tribal IV-D Director

- (2) State of Washington Division of Child Support: Spokane Field Office Manager

2. Communication, Coordination, and Case Referrals:

- a. DCS and the CTCSP agree to use the Two-State Process when referring or accepting cases for establishment or action.
- b. Referral/Transfer Packet will include:
 - (1) Child Support Enforcement Transmittal #1, debt calculation, copy of all orders (including orders of registration in Colville tribal court, and writs of garnishment issued by Colville tribal court), other attachments as necessary under common UIFSA practices.
- c. Case Referral or Transfer:
 - (1) Referral: DCS and the Tribe will have a shared interest in some cases. This may occur when DCS has a case but does not have jurisdiction over the NCP or his/her income or assets, or when an arrears debt is owed to the State. DCS will leave their case open and refer the case to the CTCSP for collection services for which DCS will retain responsibility for final distribution of funds.
 - (2) Transfer: DCS or the Tribe may have a current case, but the Custodial Parent may want to receive services from the other IV-D agency and request that the case be closed and transferred. If there are no TANF arrears owing to the IV-D agency with the current case and the CP requests closure, that IV-D agency will close the case. DCS will use a copy of the CTCSP application for services as a cover page to distinguish transfers from "referrals".
- d. DCS will refer or transfer the initial Colville Tribal cases to the CTCSP in accordance with the Payment and Referral Schedule in Section 4 of this Agreement. Cases will be transitioned to the CTCSP in the following manner:
 - (1) The CTCSP will provide DCS with a prioritized list of case types to include in the quarterly referrals.
 - (2) Before DCS initiates a referral to the CTCSP, DCS will send the Custodial Parent (CP) form DSHS 09-881, Child Support Case Information, and allow the CP 14 days to respond (per DCS Policy 13.085 D.1.).
 - (3) DCS will generate and deliver a list that includes the CP mailing addresses and EFT preference (if known) to the CTCSP. The CTCSP will use the list to generate an application for CTCSP services.
 - (4) DCS will generate transfer/referral packets and set Special Instructions on each case to enhance a smooth transition.
 - (5) The CTCSP will accept applications for IV-D services and promptly open their file. CTCSP will fax a copy of the CTCSP service application to DCS. If DCS currently has an open case, they will refer or transfer the case per the guidelines above.
- e. CTCSP will assign individuals different basic individual numbers than any DSHS IV-D case for all

parties involved. The Tribe will set Special Instructions (SI) when there is a duplicate DCS case with DSHS arrears

- f. CTCSP may determine during referral processing that DCS is currently providing IV-D services to a family. CTCSP agrees to contact DCS to coordinate a smooth transition of services. DCS will set Special Instructions to insure correct application of payments during the transition period.
- g. If either DCS or CTCSP notes a domestic violence concern on a tribal affiliated case, the program noting the concern will cross reference the case in SEMS to see if the other IV-D agency has an open case. If so, they will immediately notify the other IV-D agency.
- h. In the instance where NCP has off-reservation employment, and CTCSP has the ability to exercise long-arm wage withholding, DCS will coordinate a release of income withholding with a CTCSP issuance of wage withholding documents.
- i. In the instance where NCP works for an employer located within the boundaries of the reservation, and where DCS has previously gotten a writ of garnishment from tribal court, CTCSP will contact that payroll office with new BI# information. DCS will not be required to take further court action.
- j. The DCS agrees to comply with the Colville Tribes Intergovernmental Case Processing Laws (5-1 - 257) for recognizing a foreign order.
- k. DCS shall continue to provide relevant services to eligible recipients unless the case meets federal case closure requirements.

3. Electronic Funds Transfer:

- a. Payments for CTCSP cases will be receipted through the DCS State Disbursement Unit (SDU) in Central Services and processed using the same methods as payments received for DCS cases. Payers should clearly identify payments as belonging to a CTCSP case(s) by providing the appropriate account number. Payments received for CTCSP cases may apply to the DCS suspense account for DCS staff review and application.
- b. Payments posted to CTCSP cases in SEMS will be sent via EFT to the CTCSP bank account for final disbursement.

4. Mutual Cooperation, Trust, and Support

- a. It is the intent and commitment of DCS and the CTCSP to encourage and cultivate a professional relationship, which is positive, cooperative and mutually respectful, between our agencies and our staff. We believe this spirit of cooperation, mutual respect and goodwill is critical to the success of the CTCSP program and will result in the best service and outcomes for all of our mutual clients.
- b. This Exhibit may be modified at any time by mutual agreement of the parties.

Exhibit B
SEMS Screen access for Colville Tribal IVD staff
(Using SEMS for their Case Management System)

4X/4F/4R/4H/4A/4C/4S – IVA Inquiry Screens = Cross Reference, Financial, Recipient History, Case Data, Comment, Search (History Pointer Search)
AD – Disbursement Address History
AH – Absent Parent Payment History (Inquiry only screen)
BC – Basic Case Inquiry and Update, Relationship Add
BI – Basic Individual Inquiry and Update
CC/AC – Case Comment Inquiry and Update
CD – Case Data Report
CF – Case Financial Inquiry and Update
CH – Case Payment History (Inquiry only screen)
CR – Name Cross Reference
DH – Disbursement History Record
DI – Disbursement Inquiry
EA – Enforcement Action Inquiry and Update
EN – Employee Name Screen (for non-DCS staff)
ES/SD – Employment Security Inquiry
EV – Case Evaluation
FC – Federal Case Comment (Inquiry only screen)
FI – FIPS File Inquiry
FL - Federal Case Registry Inquiry and Update (aka Federal Locate)
IA – Individual Address Inquiry and Update
IC – Individual Comment
IL – Impediment Locate Inquiry and Update
LT – Locate Tracking (Inquiry only screen)
MI – Medical Insurance Inquiry and Update
NR – Federal Case Registry
OR/OM/CO/CI – Order Record Inquiry and Update, Order Mod, Court Order and Case File Images
RC/RR/RW/CM – SEO and Case Review Inquiry and Update, and Case Manager
RE – Responsible Employee Inquiry and Update
RP – Referral Processing
RS – RSEO Statistics
SI – Special Instructions Inquiry and Update
SQ – SEMS Query
SW – SEMS Web
SX – Social Security Cross Reference
WB – White Board Inquiry and Update

Exhibit C Data Security Requirements

Data Security Requirements

1. **Protection of Data.** The contractor agrees to store data on one or more of the following media and protect the data as described:
 - a. **Hard disk drives.** Data stored on local workstation hard disks. Access to the data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b. **Network server disks.** Data stored on hard disks mounted on network servers and made available through shared folders. Access to the data will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on disks mounted to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - c. **Optical discs (CDs or DVDs) in local workstation optical disc drives.** Data provided by DSHS on optical discs which will be used in local workstation optical disc drives and which will not be transported out of a secure area. When not in use for the contracted purpose, such discs must be locked in a drawer, cabinet or other container to which only authorized users have the key, combination or mechanism required to access the contents of the container. Workstations which access DSHS data on optical discs must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - d. **Optical discs (CDs or DVDs) in drives or jukeboxes attached to servers.** Data provided by DSHS on optical discs which will be attached to network servers and which will not be transported out of a secure area. Access to data on these discs will be restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Data on discs attached to such servers must be located in an area which is accessible only to authorized personnel, with access controlled through use of a key, card key, combination lock, or comparable mechanism.
 - e. **Paper documents.** Any paper records must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records must be stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.
 - f. **Access via remote terminal/workstation over the State Governmental Network (SGN).** Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor, and whenever a user's duties change such that the user no longer requires access to perform work for this contract.

g. **Access via remote terminal/workstation over the Internet through Secure Access Washington.** Data accessed and used interactively over the SGN. Access to the data will be controlled by DSHS staff who will issue authentication credentials (e.g. a unique user ID and complex password) to authorized contractor staff. Contractor will notify DSHS staff immediately whenever an authorized person in possession of such credentials is terminated or otherwise leaves the employ of the contractor and whenever a user's duties change such that the user no longer requires access to perform work for this contract.

h. **Data storage on portable devices or media.**

(1) DSHS data shall not be stored by the Contractor on portable devices or media unless specifically authorized within the Special Terms and Conditions of the contract. If so authorized, the data shall be given the following protections:

(a) Encrypt the data with a key length of at least 128 bits

(b) Control access to devices with a unique user ID and password or stronger authentication method such as a physical token or biometrics.

(c) Manually lock devices whenever they are left unattended and set devices to lock automatically after a period of inactivity, if this feature is available. Maximum period of inactivity is 20 minutes.

Physically protect the portable device(s) and/or media by

(d) Keeping them in locked storage when not in use

(e) Using check-in/check-out procedures when they are shared, and

(f) Taking frequent inventories

(2) When being transported outside of a secure area, portable devices and media with confidential DSHS data must be under the physical control of contractor staff with authorization to access the data.

(3) Portable devices include, but are not limited to; handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g. USB flash drives, personal media players), portable hard disks, and laptop/notebook computers if those computers may be transported outside of a secure area.

(4) Portable media includes, but is not limited to; optical media (e.g. CDs, DVDs), magnetic media (e.g. floppy disks, tape, Zip or Jaz disks), or flash media (e.g. CompactFlash, SD, MMC).

2. **Data Segregation.**

a. DSHS data must be segregated or otherwise distinguishable from non-DSHS data. This is to ensure that when no longer needed by the contractor, all DSHS data can be identified for return or destruction. It also aids in determining whether DSHS data has or may have been compromised in the event of a security breach.

b. DSHS data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS data. Or,

c. DSHS data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS data. Or,

d. DSHS data will be stored in a database which will contain no non-DSHS data. Or,

- e. DSHS data will be stored within a database and will be distinguishable from non-DSHS data by the value of a specific field or fields within database records. Or,
- f. When stored as physical paper documents, DSHS data will be physically segregated from non-DSHS data in a drawer, folder, or other container.
- g. When it is not feasible or practical to segregate DSHS data from non-DSHS data, then both the DSHS data and the non-DSHS data with which it is commingled must be protected as described in this exhibit.

3. **Data Disposition.** When the contracted work has been completed or when no longer needed, whichever is earlier, data shall be returned to DSHS or destroyed in accordance with DSHS IT Security Policy. Media on which data may be stored and associated acceptable methods of destruction are as follows:

Data stored on:	Will be destroyed by:
Server or workstation hard disks	Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data Degaussing sufficiently to ensure that the data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or confidential data	Recycling through a contracted firm provided the contract with the recycler assures that the confidentiality of data will be protected.
Paper documents containing confidential information requiring special handling (e.g. protected health information)	On-site shredding, pulping, or incineration
Optical discs (e.g. CDs or DVDs)	Incineration, shredding, or completely defacing the readable surface with a course abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding
Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)	Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data Physically destroying the disk Degaussing magnetic media sufficiently to ensure that the data cannot be reconstructed, or

4. **Notification of Compromise or Potential Compromise.** The compromise or potential compromise of DSHS shared data must be reported to the DSHS Contact designated on the contract within one (1) business day of discovery.

5. **Data shared with Sub-contractors.** If DSHS data provided under this contract is to be shared with a sub-contractor, the contract with the sub-contractor must include all of the data security provisions within this contract and within any amendments, attachments, or exhibits within this contract. If the contractor cannot protect the data as articulated within this contract, then the contract with the sub-contractor must be submitted to the DSHS Contact specified for this contract for review and approval.

Exhibit D
IRS Confidentiality and Security Requirements



**IRS CONFIDENTIALITY
AND SECURITY**

**Annual Employee Awareness
Training**

1



TAX RETURN INFORMATION

IRS provides certain
return information to
federal, state and local
child support
enforcement agencies

2

GENERAL RULE - 6103(a)

Returns and return information shall be confidential, and except as authorized- no employee of the U.S., no employee of any State, any local child support enforcement agency... shall disclose any return information obtained by him in any manner in connection with his service as an employee...

3

DISCLOSURE

The making known of any return or return information in any manner to anyone.

4

IRC §7213 Unauthorized Disclosure

- Willful disclosure of return/return information
- Felony
- Fine not to exceed \$5,000 or
- Imprisonment not to exceed five (5) year, or both,
- Cost of prosecution, and
- Dismissal

5

IRC §7213A Unauthorized Inspection

- Unauthorized Inspection
- Fine not exceeding \$1,000, or
- Imprisonment not to exceed 1 year, or both, with
- Cost of prosecution.

6

IRC §7431 Civil Damages

- Civil damages for unauthorized disclosure of return/return information
- The greater of: \$1,000 for each act of unauthorized inspection or disclosure or actual damages plus punitive damages plus the cost of the action.

7

SAFEGUARDS

IRC §6103(p)(4): as a condition of receiving return/return information must comply with specific criteria for maintaining, using, storing, reporting and destroying return/return information.

8

IRC §6103(a)

- Returns and return information shall be confidential...no employee... shall disclose any return information obtained by him in any manner*

**This does not apply to tax information received directly from the NCP, CP or their representative.*

9

You May Disclose IRS Payment Type & Amount to:

- **Non Custodial Parent**
- **IV-E Agency (Foster care)**
- **Other IV-D Agencies**
- **IV-D Contractors: Prosecutors and AGs**

10

Staff with IRS Access Must:

- Only access IRS information when necessary to perform their duties
- Shred any note jotted down from IRS report information - this includes addresses without taxpayer identifying information. Even without the taxpayer's identity the information retains it's IRS nature and all the same safeguards necessary for protecting IRS reports must be followed
- Be aware that "89" payment type on the Case Financial screen is considered IRS information
- Confirm NCP address from IRS report via a second source (i.e., USPS, employer, etc..) before adding it to the NCP IA screen
- Activate the screensaver password on PC at all times (be sure to reactivate after service performed on PC)

11

IRS CUSTODIAN MUST:

- Secure IRS reports at all times ,
- Secure keys to IRS cabinet and account for all keys on a Master Key Log,
- Maintain logs that track receipt, use and destruction of IRS reports within their office,
- Maintain up-to-date Access List to restrict IRS report access to only those staff meeting annual training requirement,
- Make sure any notes and all IRS reports are shredded appropriately and timely (5/16" on the bias or cross cut shredded)

12

IRS Custodian must (continued):

- Test IRS locking cabinet lock periodically to ensure security
- Ensure that adequate back up coverage exists to maintain consistent security when primary IRS Custodian gone

13

