Washington State DEPARTMENT OF SOCIAL & HEALTH SERVICES

INDIAN NATION PROGRAM AGREEMENT

Treasury Offset - CCTHITA IV-D

DSHS Agreement Number: 2462-56072

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 a DSHS and Indian Nation Agreement on 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	Division of Child Support	127076	3000NC-62

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Kristin Krolikowski Program Administrator	712 Pear Street SE Olympia, WA 98501-1513

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
Click here to enter text.	Click here to enter text.	kristin.krolikowski@dshs.wa.gov

INDIAN NATION NAME	INDIAN NATION ADDRESS
Central Council Tlingit & Haida Indian Tribes of Alaska	P.O. Box 25500 Juneau, AK 99801
INDIAN NATION FEDERAL EMPLOYER IDENTIFICATION NUMBER	INDIAN NATION CONTACT NAME Amanda Blackgoat

INDIAN NATION CONTACT TELEPHONE	INDIAN NATION CONTACT FAX	INDIAN NATION CONTACT E-MAIL
(907) 463-7342		ablackgoat@tlingitandhaida.gov

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

PROGRAM AGREEMENT START DATE	**PROGRAM AGREEMENT END DATE**	MAXIMUM PROGRAM AGREEMENT AMOUNT
07/01/2024	09/30/2027	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):** Indian Nation Data Security Requirements Exhibit **B Monthly Debt Summary**

☐ **No Exhibits.**

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
Richard J. Peterson	Richard J. Peterson, President	6/18/24
DSHS SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**
S Weigelt	Sarah Weigelt, Key Contracts Admin. DSHS/ESA/ Division of Child Support	6/20/24

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 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. "Central Contracts and Legal Services" means the DSHS contracting office or successor section or office.

c. "CFR" means the Code of Federal Regulations. All references in this Agreement to CFR chapters or sections shall include any successor, amended, replacement regulation as of the effective date of such successor, amended or replacement regulation.

d. "Confidential Information" means information that is exempt from disclosure to the public or other unauthorized persons under RCW 42.56 or other federal, state, or Tribal laws. Confidential Information includes, but is not limited to, Personal Information.

e. "Contracts Administrator" means the DSHS statewide department Contracts Administrator, or successor, of Central Contracts Services or successor section or office.

f. "CP" means the Custodial Parent.

g. "DCS" means the Washington State Department of Social and Health Services, Economic Services Administration, Division of Child Support.

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

i. "DSHS Representative" means any DSHS employee who has been delegated contract-signing authority by the DSHS Secretary or his/her designee.

j. "FA3" means Fiscal Analyst an accounting lead worker for DCS.

k. "Federal Administrative Offset" means eligible federal retirement payments, reimbursements to federal employees and payments to federal contractors that may be applied to past-due child support obligations.

l. "Federal Collection and Enforcement Program" includes 4 remedies to assist with collection of delinquent child support debts. Remedies include: 1) Federal Income Tax Refund Offset, 2) Federal Administrative Offset Program, 3) Passport Denial Program, and 4) Multistate Financial Institution Data Match.

m. "Federal Income Tax Refund Offset" means intercepts of federal tax refunds of noncustodial parents who owe past-due support.

n. "FTI" means Federal Tax Information and includes "returns" and "return information" as defined in

26 USC 6103(b) and is confidential in nature regardless of the means by which the FTI is conveyed and where the FTI is recorded.

o. "Indian Nation" means the federally recognized Indian Tribe that has executed this Agreement and its designated subdivisions and agencies performing services pursuant to this Agreement and includes the Indian Nation's officers, employees, and/or agents. For purposes of any permitted Subcontract, "Indian Nation" includes any Subcontractor of the Indian Nation and the Subcontractor's owners, members, officers, directors, partners, employees, and/or agents.

p. "ITAS" means Information Technology Application Specialist, a DCS SEMS computer program analyst for DCS.

q. "Multistate Financial Institution Data Match" means the comparison of account records from participating multistate financial institutions with information about individuals who owe past-due child support.

r. "NCP" means the Non-Custodial Parent.

s. "Order State" means the state or Tribe that issued the child support order.

t. "Passport Denial Program" means certification the noncustodial parent owes past-due support in an amount exceeding $2,500 so that the Department of State shall refuse to issue a passport or to take action to revoke, restrict, or limit a passport previously issued.

u. "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 numbers.

v. "RCW" means the Revised Code of Washington. All references in this Agreement to RCW chapters or sections shall include any successor, amended, or replacement statute, as of the effective date of such successor, amended, or replacement statute.

w. "SEMS" means Support Enforcement Management System, the DCS computer system.

x. "SEO" means Support Enforcement Officer, a DCS child support case worker.

y. "Subcontract" means a separate contract between the Indian Nation and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Indian Nation is obligated to perform pursuant to any Program Agreement.

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

aa. "Taxpayer" means any individual subject to any internal revenue tax.

bb. "TCSU" means the Central Council's Tribal Child Support Unit that administers a federally approved child support program, and is the entity performing services pursuant to this Indian Nation Program Agreement. The TCSU includes the Tribe's IV-D director and employees. For purposes of this Indian Nation Program Agreement, the TCSU is not considered an employee or agent of DSHS.

cc. "Treasury Offset Program Withholding" means the type of service requested on Child Support Enforcement Transmittal #1 in Section 1 Action, Block 5 Other sent to the local DCS office.

dd. “Tribe” means the entity requesting services pursuant to this Indian Nation Program Agreement. This includes the Tribe’s IV-D director and employees. For purposes of this Indian Nation Program Agreement, the Tribe is not considered an employee or agent of DSHS.

ee. Tribal IV-D Program” or “Tribal Child Support Program” means the Central Council Tlingit and Haida Tribal Child Support Unit which is the agency designated by the Tribe to administer a federally-approved child support program.

ff. “Tribal Law” means the resolutions, law, codes, and/or ordinances enacted by the Indian Nation executing this Agreement, and any of the Indian Nation’s tribal court decisions interpreting the same. All references in this Agreement to tribal law shall include any successor, amended, or replacement law, as of the effective date of such successor, amended, or replacement law.

gg. “TRT CSPA” means the Child Support Program Administrator in DCS Tribal Relations Team (TRT) that monitors this agreement.…

hh. “USC” means the United States Code. All references in this agreement to USC chapters or sections shall include any successor, amended, or replacement regulation, as of the effective date of such successor, amended, or replacement regulation.

ii. “WAC” means the Washington Administrative Code. All references in this agreement to WAC chapters or sections shall include any successor, amended, or replacement regulation, as of the effective date of such successor, amended, or replacement regulation.

3. Purpose

The Purpose of this Agreement is for the DSHS Division of Child Support (DCS) to provide debt certification for Treasury Offset Withholding action on cases involving Central Council Tlingit and Haida Tribal Child Support Orders.

4. Assignment

The Indian Nation shall not assign this Agreement, or its rights or obligations, without obtaining prior written consent of DSHS. DSHS shall not recognize any assignment without such prior written consent. In the event that consent is given and this Agreement is assigned, all terms and conditions of this Agreement shall be binding upon the Indian Nation’s successors and assigns.

5. Compliance with Applicable Law

At all times during the term of this Agreement, the parties shall comply with all applicable federal, tribal, and state laws and regulations.

6. Culturally Relevant Services

In performing work pursuant to any Program Agreement, the Indian Nation may develop and operate programs and deliver goods, services, and/or benefits in a manner that is culturally relevant and particularly suited to and/or particularly located for access by members of the Indian Nation’s tribe or other tribes, in accordance with tribal laws and policies.

7. Debarment Certification

The Indian Nation, by signature to this Agreement, certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Agreement by any Federal department or agency. The Indian Nation also agrees to include the above requirement

into any subcontracts entered into in connection with the Indian Nation's duty to provide services under this Agreement.

8. Hiring and Employment Practices

The Indian Nation may give preference in its hiring and employment practices to members of the Indian Nation, or other Indian Nations, who have met all requirements for that position, including state requirements, and as may be provided by tribal laws and policies.

9. Independent Status

For purposes of this Agreement, the Indian Nation acknowledges that the Indian Nation is not an officer, employee, or agent of DSHS or the State of Washington. The Indian Nation shall not hold out itself, or any of its employees as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The Indian Nation shall not claim for itself or its employees any rights, privileges, or benefits which would accrue to an employee of the State of Washington. The Indian Nation shall indemnify and hold harmless DSHS from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Indian Nation or its employees.

10. Inspection

During the term of this Agreement and for one (1) year following termination or expiration of the Agreement, the Indian Nation shall provide reasonable access to the Indian Nation's place of business, relevant Indian Nation records, client records, to DSHS and to any authorized agent of the state of Washington or the federal government in order to monitor, audit, and evaluate the Indian Nation's performance and compliance with applicable laws, and regulations the pertain solely to this Agreement.

11. Maintenance of Records

During the term of any Program Agreement and for six (6) years following termination or expiration of the Program Agreement, the parties shall maintain records sufficient to:

a. Document performance of all acts required by any Program Agreement and applicable statutes, regulations, and rules.

b. Substantiate the Indian Nation's statement of its organization's structure, tax status, administrative capabilities, and performance; and

c. Demonstrate accounting procedures, practices, and records, which sufficiently and properly document all invoices, expenditures, and payments.

12. Responsibility

The Indian Nation shall be responsible for the acts or omissions of the Indian Nation and its agents, contractors, subcontractors, employees, and officers. DSHS shall be responsible for the acts or omissions of DSHS and its officers, employees, and agents.

13. Severability

The provisions of the Agreement are severable. If any provision of the Agreement, including any provision of any document incorporated by reference, is held invalid by any court that invalidity shall not affect the other provisions of the Agreement and the invalid provision shall be considered modified to conform to existing law and regulations.

14. Sovereign Immunity. Nothing whatsoever in this Agreement constitutes or shall be construed as a waiver of the Indian Nation's sovereign immunity.

15. Subcontracting

Either party may subcontract services to be provided under Program Agreements. In any event, the Indian Nation shall remain ultimately responsible to DSHS for performance of all duties and obligations within this Agreement. Each party shall be responsible for the acts and omissions of its subcontractors.

16. Termination Due to Change in Funding

a. If the funds that DSHS relied upon to establish any Program Agreement are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, and such changes materially affect the ability of DSHS to provide funds or to perform under the Program Agreement, DSHS shall notify and consult with the Indian Nation as soon as practicable and, as a last resort, may terminate the Program Agreement by providing at least five (5) business days' written notice to the Indian Nation.

b. If funds are available, DSHS shall pay the Indian Nation for its reasonable costs that directly relate to termination of the Program Agreement. The parties may identify such costs in any Program Agreement. Such costs may include, but are not limited to, close-out costs, unemployment costs, severance pay, retirement benefits, reasonable profits, and termination costs associated with any subcontract.

17. Treatment of DSHS Assets

Except as otherwise provided in any Program Agreement, title to all assets (property) purchased or furnished by DSHS for use by the Indian Nation during the Program Agreement term shall remain with DSHS. During the term of any Program Agreement, the Indian Nation shall protect, maintain, and insure all DSHS property in the Indian Nation's possession against loss or damage.

18. Waiver

Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of the Agreement. Only the Contracts Administrator or designee has the authority to waive any term or condition of the Agreement on behalf of DSHS.

19. Statement of Work

a. CASE REQUIREMENTS

The Central Council's Tribal Child Support Unit (TCSU) will ensure the case debt is based on an established Central Council Tlingit & Haida Tribal court child support order, and that the case meets the requirements listed in 45 CFR 303.72 (a), or successor or replacement statute. The requirements are currently as follows:

(1) The Non-Custodial Parent's (NCP) name and social security number (SSN) are correct.

(2) For a nonassistance case, the TCSU will:

(a) Ensure that the debt is at least $500.

(b) Provide a current address for a nonassistance Custodial Parent (CP).

(3) For a TANF case, the TCSU will ensure that the debt is:

(a) At least $150.

(b) Past due for at least thirty (30) days.

b. FEDERAL COLLECTION AND ENFORCEMENT PROGRAM

The Tribe will ensure the case meets the requirements as described in OCSE PIQ-18-03 for:

(1) Federal Administrative Offset Program

(a) The same as for Federal Offset Certification

(2) Passport Denial Program

(a) Past-due support exceeding $2,500

(3) Multistate Financial Institution Data Match

DCS may submit a tribal IV-D case for these programs when:

(a) The tribal IV-D plan (or plan amendment) indicates the tribe has entered into a cooperative agreement for the state to submit past-due support for federal tax refund offset, administrative offset or passport denial.

(b) The state-tribal cooperative agreement describes the submission process for offset or passport denial.

(c) The tribal IV-D plan provides evidence that the tribe's IV-D application states the applicant is seeking IV-D services for the certifications of past-due support

DCS will employ these tools when the Tribe refers a case for offset services to DCS. The Tribe is requesting these remedies be provided for offset cases referred to DCS pursuant to this Agreement:

☒ *Federal Tax Refund Offset only*

☐ *Federal Tax Refund Offset and Administrative Offset only*

☐ *Federal Tax Refund Offset and Passport Denial*

☐ *Federal Tax Refund Offset, Administrative Offset and Passport Denial*

c. REFERRAL PROCESS FROM TCSU

(1) The TCSU will ensure the case meets the requirements as described in OCSE PIQ-18-03 for treasury offset services by sending a referral to the Everett DCS field office for each NCP case they want certified. The referral will include, but is not limited to:

(a) Child Support Enforcement Transmittal #1 – Initial Request

(b) Relevant tribal court orders

(c) Debt calculation

(2) The TCSU will indicate on the referral (Box 5 – Other) which of the offset remedies they're are requesting based on the Offset Agreement.

d. PAYMENT OF ADMINISTRATIVE COSTS

(1) The TCSU agrees to pay DCS $18.00 per case One Time per Case Cost for each case referred for first time Case Set Up, Certification, and Closure (field office staff time).

(2) The TCSU agrees to pay DCS $93.00 per month Ongoing Fixed Monthly Costs itemized below:

(a) $56 per month for case count and invoicing (TRT CSPA staff time)

(b) $19 per month for SEMS Data Extract (ITAS 6 staff time)

(c) $6 per month for SEMS Reports (ITAS 6 staff time)

(d) $12 per month for Fiscal Invoice Accounting (FA3 staff time)

(3) The TCSU agrees to pay DCS a Variable Monthly per Case amount of $0.40 per case per month active in SEMS for data storage/maintenance costs and case debt update review.

(4) The TCSU agrees to pay DCS for Variable Costs based on individual incidents summarized below:

(a) Electronic Disbursements to the Tribe invoiced at $0.06 per transaction

(b) $136 for each Offset Adjustment/Administrative Review required (3 hours SEO staff time)

(5) DCS will invoice the TCSU monthly for administrative costs. The invoice will summarize the previous month administrative costs associated with the Tribe's referred cases.

Within 30 days of the date of the DCS Billing Statement, the TCSU will pay for the administrative costs that the Department of the Treasury Bureau of Fiscal Service charged DCS for servicing debts referred for collection. The current fees required by law are found in DCL-23-11; web address is https://www.acf.hhs.gov/css/policy-guidance/federal-offset-and-pre-offset-notice-program-fees-fy-2024.

These Dept. of Treasury administrative costs are subject to change each federal fiscal year. DCS will notify the Tribe when these costs change.

(1) The TCSU shall make checks payable to "DSHS/DCS", reference the "TCSU Name / DCS Treasury Offset Agreement" on the check, and remit payment to:

ESA/OS Fiscal/DCS Accounting Unit
PO Box 45445
Olympia WA 98504-5445

Exception: DCS will not bill the TCSU for these costs if DCS, on its own behalf, also certified for federal offset another debt for the same NCP in the same tax year.

e. DISTRIBUTION OF TREASURY OFFSET FUNDS

(1) DCS distributes collections received from the Treasury Bureau of Fiscal Service to past due support on certified debt only as required in 45 CFR 302.51. DCS will send applicable funds to the TCSU via electronic funds transfer (EFT) from the DCS bank account.

(a) If DCS distributes funds to the TCSU, and DCS must return any portion of the distributed funds, the TCSU agrees to repay the reversed funds. Reversals may occur due to reporting inaccurate debt, an incorrect social security number for the NCP whose debt is reported, or for other reasons.

i. DCS will include the reversal in the next monthly invoice.

ii. The Tribe will repay DCS within 30 days of being notified DCS returned funds to the Treasury.

(2) The TCSU shall make checks payable to "DSHS/DCS", reference the "Tribe Name / DCS Treasury Offset Agreement", NCP name and DCS case number on the check, and remit payment to:

ESA/OS Fiscal/DCS Accounting Unit
PO Box 45445
Olympia WA 98504-5445

(3) The TCSU agrees to return to DCS any portion of the funds that result in an overpayment due to NCP payments following certification.

f. ADMINISTRATIVE REVIEW ON CASES REFERRED BY TCSU

If the NCP requests an administrative review because the NCP contests certification of a debt for Treasury Offset:

(1) DCS will send a copy of the administrative review request to the TCSU

(2) If there is **only** tribal interest in the certified funds, the TCSU will perform the administrative review process. The TCSU will notify DCS in writing of the administrative review decision which will allow the Tribal Liaison to take any necessary action.

(3) In cases where there is a joint TCSU and DCS interest in the certified funds, DCS and the TCSU will work together to provide the administrative review:

(a) DCS will make the final determination on the portion of the debt it certified on its own behalf.

(b) The TCSU makes the final determination on any debt certified on its behalf, and provides DCS with written recommendations instructing DCS if and how to provide relief to the NCP with regard to any debt certified on the TCSU's behalf.

g. CASE CLOSURE

DCS will not close the case until the TCSU sends DCS a Child Support Enforcement Transmittal #2 form, requesting closure.

h. DESCRIPTION OF THE DATA

(1) At the request of the TCSU, DCS shall release the following information related to a case certified for treasury offset when necessary for processing and distributing federal offset funds:

(a) Confirmation that a payment is from administrative funds and that DCS applied it to certified arrears.

(b) All documentation received from the NCP pertaining to the request for an administrative review or a hardship review.

(2) The TCSU will provide a monthly summary to DCS listing critical debt information for each case certified for treasury offset (see 18.h. (1).b.).

i. EXCHANGE OF ADMINISTRATIVE RELATED DATA

(1) METHOD AND FREQUENCY OF INFORMATION EXCHANGE

(a) DCS will provide the data listed in g. (1) (see above) by the following methods: mail, secured email, telephone, or fax.

If mailed, the data (hard copy) will be sent using any of the methods (Trusted Systems) in 1.i. of **Exhibit A**.

(b) The TCSU must submit a monthly summary to the Tribal Liaison in the local (Everett) DCS field office by the 10th of every month. An example is included as **Exhibit B**. The summary is required to ensure that the debt certified for treasury offset is accurate. The summary must include the following information for each case:

i. NCP's name

ii. CP's name

iii. DCS case number (D#) if known (if not, include NCP social security number)

iv. Balance of the debt as of the last day of the prior month

v. Date and amount of last payment included in the debt balance

j. MONITORING

(1) To ensure the accuracy of debts referred for certification is maintained, the TCSU will:

(a) Perform internal inspections to monitor compliance with the requirements of this agreement

(b) Annually ensure staff are briefed on procedures and instructions for protecting confidential information and terms of this agreement.

(2) DCS may test compliance with the terms of this Agreement by reviewing:

(a) The TCSU Monthly Debt Summary (10th of the Month) - **Exhibit B**, and

(b) Timeliness of payments received per the monthly invoice, and

(c) The Agreement with the TCSU IV-D Program to monitor compliance.

k. LEGAL REFERENCES IN THIS CONTRACT

All references in the contract to IRC, USC, CFR, RCW, WAC chapters or sections, or Tribal Law shall include any successor, amended, or replacement code, or regulation.

20. Dispute Resolution

DSHS and the TCSU agree to resolve disputes that arise as follows:

(1) DSHS and the TCSU shall attempt to resolve the matter through informal discussions and negotiations.

(2) If informal discussions prove unsuccessful, then the parties agree to a select dispute panel where DCS and the TCSU would each appoint a member and jointly approve a third neutral member to review the facts, contract terms, and applicable statutes and regulations and make a determination regarding the dispute.

21. Choice of Law

Federal and Washington laws concerning confidentiality and disclosure apply to the TCSU Indian Nation for the sole purpose of performing the terms of this agreement.

22. Amendments or Termination

a. AMENDMENTS

(1) This contract may be altered or amended by written agreement signed by both parties.

(2) Each party reserves the right to renegotiate fundamental terms that are in conflict with new or changes in policy.

b. TERMINATION

(1) Either party may terminate the agreement by giving the other party at least thirty (30) calendar days written notice.

(2) In addition, the DCS Director may terminate the agreement if an external entity (i.e. Internal Revenue Service, federal Office of Child Support Enforcement) determines that a breach has occurred by DSHS or by the TCSU.

Exhibit A – Data Security Requirements

1. Definitions. The words and phrases listed below, as used in this Exhibit, shall each have the following definitions:

a. "AES" means the Advanced Encryption Standard, a specification of Federal Information Processing Standards Publications for the encryption of electronic data issued by the National Institute of Standards and Technology (http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf).

b. "Authorized Users(s)" means an individual or individuals with a business need to access DSHS Confidential Information, and who has or have been authorized to do so.

c. "Business Associate Agreement" means an agreement between DSHS and a contractor who is receiving Data covered under the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996. The agreement establishes permitted and required uses and disclosures of protected health information (PHI) in accordance with HIPAA requirements and provides obligations for business associates to safeguard the information.

d. "Category 4 Data" is data that is confidential and requires special handling due to statutes or regulations that require especially strict protection of the data and from which especially serious consequences may arise in the event of any compromise of such data. Data classified as Category 4 includes but is not limited to data protected by: the Health Insurance Portability and Accountability Act (HIPAA), Pub. L. 104-191 as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH), 45 CFR Parts 160 and 164; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g; 34 CFR Part 99; Internal Revenue Service Publication 1075 (https://www.irs.gov/pub/irs-pdf/p1075.pdf); Substance Abuse and Mental Health Services Administration regulations on Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2; and/or Criminal Justice Information Services, 28 CFR Part 20.

e. "Cloud" means data storage on servers hosted by an entity other than the Indian Nation and on a network outside the control of the Indian Nation. Physical storage of data in the cloud typically spans multiple servers and often multiple locations. Cloud storage can be divided between consumer grade storage for personal files and enterprise grade for companies and governmental entities. Examples of consumer grade storage would include iTunes, Dropbox, Box.com, and many other entities. Enterprise cloud vendors include Microsoft Azure, Amazon Web Services, and Rackspace.

f. "Encrypt" means to encode Confidential Information into a format that can only be read by those possessing a "key"; a password, digital certificate or other mechanism available only to authorized users. Encryption must use a key length of at least 256 bits for symmetric keys, or 2048 bits for asymmetric keys. When a symmetric key is used, the Advanced Encryption Standard (AES) must be used if available.

g. "FedRAMP" means the Federal Risk and Authorization Management Program (see www.fedramp.gov), which is an assessment and authorization process that federal government agencies have been directed to use to ensure security is in place when accessing Cloud computing products and services.

h. "Hardened Password" means a string of at least eight characters containing at least three of the following four character classes: Uppercase alphabetic, lowercase alphabetic, numeral, and special characters such as an asterisk, ampersand, or exclamation point.

i. “Mobile Device” means a computing device, typically smaller than a notebook, which runs a mobile operating system, such as iOS, Android, or Windows Phone. Mobile Devices include smart phones, most tablets, and other form factors.

j. “Multi-factor Authentication” means controlling access to computers and other IT resources by requiring two or more pieces of evidence that the user is who they claim to be. These pieces of evidence consist of something the user knows, such as a password or PIN; something the user has such as a key card, smart card, or physical token; and something the user is, a biometric identifier such as a fingerprint, facial scan, or retinal scan. “PIN” means a personal identification number, a series of numbers which act as a password for a device. Since PINs are typically only four to six characters, PINs are usually used in conjunction with another factor of authentication, such as a fingerprint.

k. “Portable Device” means any computing device with a small form factor, designed to be transported from place to place. Portable devices are primarily battery powered devices with base computing resources in the form of a processor, memory, storage, and network access. Examples include, but are not limited to, mobile phones, tablets, and laptops. Mobile Device is a subset of Portable Device.

l. “Portable Media” means any machine readable media that may routinely be stored or moved independently of computing devices. Examples include magnetic tapes, optical discs (CDs or DVDs), flash memory (thumb drive) devices, external hard drives, and internal hard drives that have been removed from a computing device.

m. “Secure Area” means an area to which only authorized representatives of the entity possessing the Confidential Information have access, and access is controlled through use of a key, card key, combination lock, or comparable mechanism. Secure Areas may include buildings, rooms or locked storage containers (such as a filing cabinet or desk drawer) within a room, as long as access to the Confidential Information is not available to unauthorized personnel. In otherwise Secure Areas, such as an office with restricted access, the Data must be secured in such a way as to prevent access by non-authorized staff such as janitorial or facility security staff, when authorized Indian Nation staff are not present to ensure that non-authorized staff cannot access it.

n. “Trusted Network” means a network operated and maintained by the Indian Nation, which includes security controls sufficient to protect DSHS Data on that network. Controls would include a firewall between any other networks, access control lists on networking devices such as routers and switches, and other such mechanisms which protect the confidentiality, integrity, and availability of the Data.

o. “Unique User ID” means a string of characters that identifies a specific user and which, in conjunction with a password, passphrase or other mechanism, authenticates a user to an information system.

2. **Authority**. The security requirements described in this document reflect the applicable requirements of Standard 141.10 (https://ocio.wa.gov/policies) of the Office of the Chief Information Officer for the state of Washington, and of the DSHS Information Security Policy and Standards Manual. Reference material related to these requirements can be found here: https://www.dshs.wa.gov/ffa/keeping-dshs-client-information-private-and-secure, which is a site developed by the DSHS Information Security Office and hosted by DSHS Central Contracts and Legal Services.

3. **Administrative Controls.** The Indian Nation must have the following controls in place:

a. A documented security policy governing the secure use of its computer network and systems, and which defines sanctions that may be applied to Indian Nation staff for violating that policy.

b. If the Data shared under this agreement is classified as Category 4, the Indian Nation must be aware of and compliant with the applicable legal or regulatory requirements for that Category 4 Data.

c. If Confidential Information shared under this agreement is classified as Category 4, the Indian Nation must have a documented risk assessment for the system(s) housing the Category 4 Data.

4. Authorization, Authentication, and Access. In order to ensure that access to the Data is limited to authorized staff, the Indian Nation must:

a. Have documented policies and procedures governing access to systems with the shared Data.

b. Restrict access through administrative, physical, and technical controls to authorized staff.

c. Ensure that user accounts are unique and that any given user account logon ID and password combination is known only to the one employee to whom that account is assigned. For purposes of non-repudiation, it must always be possible to determine which employee performed a given action on a system housing the Data based solely on the logon ID used to perform the action.

d. Ensure that only authorized users are capable of accessing the Data.

e. Ensure that an employee's access to the Data is removed immediately:

(1) Upon suspected compromise of the user credentials.

(2) When their employment, or the agreement under which the Data is made available to them, is terminated.

(3) When they no longer need access to the Data to fulfill the requirements of the agreement.

f. Have a process to periodically review and verify that only authorized users have access to systems containing DSHS Confidential Information.

g. When accessing the Data from within the Indian Nation's network (the Data stays within the Indian Nation's network at all times), enforce password and logon requirements for users within the Indian Nation's network, including:

(1) A minimum length of 8 characters, and containing at least three of the following character classes: uppercase letters, lowercase letters, numerals, and special characters such as an asterisk, ampersand, or exclamation point.

(2) That a password does not contain a user's name, logon ID, or any form of their full name.

(3) That a password does not consist of a single dictionary word. A password may be formed as a passphrase which consists of multiple dictionary words.

(4) That passwords are significantly different from the previous four passwords. Passwords that increment by simply adding a number are not considered significantly different.

h. When accessing Confidential Information from an external location (the Data will traverse the Internet or otherwise travel outside the Indian Nation's network), mitigate risk and enforce password and logon requirements for users by employing measures including:

(1) Ensuring mitigations applied to the system don't allow end-user modification.

(2) Not allowing the use of dial-up connections.

(3) Using industry standard protocols and solutions for remote access. Examples would include RADIUS and Citrix.

(4) Encrypting all remote access traffic from the external workstation to Trusted Network or to a component within the Trusted Network. The traffic must be encrypted at all times while traversing any network, including the Internet, which is not a Trusted Network.

(5) Ensuring that the remote access system prompts for re-authentication or performs automated session termination after no more than 30 minutes of inactivity.

(6) Ensuring use of Multi-factor Authentication to connect from the external end point to the internal end point.

i. Passwords or PIN codes may meet a lesser standard if used in conjunction with another authentication mechanism, such as a biometric (fingerprint, face recognition, iris scan) or token (software, hardware, smart card, etc.) in that case:

(1) The PIN or password must be at least 5 letters or numbers when used in conjunction with at least one other authentication factor

(2) Must not be comprised of all the same letter or number (11111, 22222, aaaaa, would not be acceptable)

(3) Must not contain a "run" of three or more consecutive numbers (12398, 98743 would not be acceptable)

j. If the agreement specifically allows for the storage of Confidential Information on a Mobile Device, passcodes used on the device must:

(1) Be a minimum of six alphanumeric characters.

(2) Contain at least three unique character classes (upper case, lower case, letter, number).

(3) Not contain more than a three consecutive character run. Passcodes consisting of 12345, or abcd12 would not be acceptable.

k. Render the device unusable after a maximum of 10 failed logon attempts.

5. Protection of Data. The Indian Nation agrees to store Data on one or more of the following media and protect the Data as described:

a. **Hard disk drives**. For Data stored on local workstation hard disks, access to the Data will be restricted to Authorized User(s) by requiring logon to the local workstation using a Unique User ID and Hardened Password or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.

b. **Network server disks**. For 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 Hardened 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.

For DSHS Confidential Information stored on these disks, deleting unneeded Data is sufficient as long as the disks remain in a Secure Area and otherwise meet the requirements listed in the above paragraph. Destruction of the Data, as outlined below in Section 8 Data Disposition, may be deferred until the disks are retired, replaced, or otherwise taken out of the Secure Area.

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 Stored in a Secure Area. 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 Hardened 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 Secure Area.

f. **Remote Access**. Access to and use of the Data over the State Governmental Network (SGN) or Secure Access Washington (SAW) will be controlled by DSHS staff who will issue authentication credentials (e.g. a Unique User ID and Hardened Password) to Authorized Users on Indian Nation's staff. Indian Nation will notify DSHS staff immediately whenever an Authorized User in possession of such credentials is terminated or otherwise leaves the employ of the Indian Nation, and whenever an Authorized User's duties change such that the Authorized User no longer requires access to perform work for this Agreement.

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

(1) Except where otherwise specified herein, DSHS Data shall not be stored by the Indian Nation on portable devices or media unless specifically authorized within the terms and conditions of the Agreement. If so authorized, the Data shall be given the following protections:

(a) Encrypt the Data.

(b) Control access to devices with a Unique User ID and Hardened 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.

(d) Apply administrative and physical security controls to Portable Devices and Portable Media by:

i. Keeping them in a Secure Area when not in use,

ii. Using check-in/check-out procedures when they are shared, and

iii. Taking frequent inventories.

(2) When being transported outside of a Secure Area, Portable Devices and Portable Media with DSHS Confidential Information must be under the physical control of Indian Nation staff with authorization to access the Data, even if the Data is encrypted.

h. **Data stored for backup purposes**.

(1) DSHS Confidential Information may be stored on Portable Media as part of an Indian Nation's existing, documented backup process for business continuity or disaster recovery purposes. Such storage is authorized until such time as that media would be reused during the course of normal backup operations. If backup media is retired while DSHS Confidential Information still exists upon it, such media will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

(2) Data may be stored on non-portable media (e.g. Storage Area Network drives, virtual media, etc.) as part of an Indian Nation's existing, documented backup process for business continuity or disaster recovery purposes. If so, such media will be protected as otherwise described in this exhibit. If this media is retired while DSHS Confidential Information still exists upon it, the data will be destroyed at that time in accordance with the disposition requirements below in Section 8 *Data Disposition*.

i. **Cloud storage**. DSHS Confidential Information requires protections equal to or greater than those specified elsewhere within this exhibit. Cloud storage of Data is problematic as neither DSHS nor the Indian Nation has control of the environment in which the Data is stored. For this reason:

(1) DSHS Data will not be stored in any consumer grade Cloud solution, unless all of the following conditions are met:

(a) Indian Nation has written procedures in place governing use of the Cloud storage and Indian Nation attests in writing that all such procedures will be uniformly followed.

(b) The Data will be Encrypted while within the Indian Nation network.

(c) The Data will remain Encrypted during transmission to the Cloud.

(d) The Data will remain Encrypted at all times while residing within the Cloud storage solution.

(e) The Indian Nation will possess a decryption key for the Data, and the decryption key will be possessed only by the Indian Nation and/or DSHS.

(f) The Data will not be downloaded to non-authorized systems, meaning systems that are not on either the DSHS or Indian Nation networks.

(g) The Data will not be decrypted until downloaded onto a computer within the control of an Authorized User and within either the DSHS or Indian Nation's network.

(2) Data will not be stored on an Enterprise Cloud storage solution unless either:

(a) The Cloud storage provider is treated as any other Sub-Contractor, and agrees in writing to all of the requirements within this exhibit; or,

(b) The Cloud storage solution used is FedRAMP certified.

(3) If the Data includes protected health information covered by the Health Insurance Portability and Accountability Act (HIPAA), the Cloud provider must sign a Business Associate Agreement prior to Data being stored in their Cloud solution.

6. System Protection. To prevent compromise of systems which contain DSHS Data or through which that Data passes:

a. Systems containing DSHS Data must have all security patches or hotfixes applied within 3 months of being made available.

b. The Indian Nation will have a method of ensuring that the requisite patches and hotfixes have been applied within the required timeframes.

c. Systems containing DSHS Data shall have an Anti-Malware application, if available, installed.

d. Anti-Malware software shall be kept up to date. The product, its anti-virus engine, and any malware database the system uses, will be no more than one update behind current.

7. 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 Indian Nation, 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. As such, one or more of the following methods will be used for data segregation.

(1) DSHS Data will be kept on media (e.g. hard disk, optical disc, tape, etc.) which will contain no non-DSHS Data. And/or,

(2) DSHS Data will be stored in a logical container on electronic media, such as a partition or folder dedicated to DSHS Data. And/or,

(3) DSHS Data will be stored in a database which will contain no non-DSHS data. And/or,

(4) 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.

(5) When stored as physical paper documents, DSHS Data will be physically segregated from non-DSHS data in a drawer, folder, or other container.

b. 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.

8. **Data Disposition**. When the contracted work has been completed or when the Data is no longer needed, except as noted above in Section 5.b, Data shall be returned to DSHS or destroyed. 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, or Removable media (e.g. floppies, USB flash drives, portable hard disks) excluding optical discs	Using a "wipe" utility which will overwrite the Data at least three (3) times using either random or single character data, or Degaussing sufficiently to ensure that the Data cannot be reconstructed, or Physically destroying the disk
Paper documents with sensitive or Confidential Information	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 coarse abrasive
Magnetic tape	Degaussing, incinerating or crosscut shredding

9. **Notification of Compromise or Potential Compromise**. The compromise or potential compromise of DSHS shared Data must be reported to the DSHS Contact designated in the Agreement within one (1) business day of discovery. If no DSHS Contact is designated in the Agreement, then the notification must be reported to the DSHS Privacy Officer at dshsprivacyofficer@dshs.wa.gov. Indian Nation must also take actions to mitigate the risk of loss and comply with any notification or other requirements imposed by law or DSHS.

10. **Data shared with Subcontractors**. If DSHS Data provided under this Agreement is to be shared with a subcontractor, the Contract with the subcontractor must include all of the data security provisions within this Agreement and within any amendments, attachments, or exhibits within this Agreement. If the Indian Nation cannot protect the Data as articulated within this Agreement, then the contract with the sub-Contractor must be submitted to the DSHS Contact specified for this Agreement for review and approval.

Exhibit B
Tribal IV-D Monthly Debt Summary for Treasury Offset Program Reporting
Due by 10th of Every Month for Debt Balance Last Day of Prior Month

NCP NAME	CP NAME	DCS CASE#	DEBT BALANCE END OF PRIOR MONTH	LAST PAYMENT Date/Amount	

Date Updated: _____
Note: This is a sample; the Tribe may use a format/spreadsheet program convenient to their child support program, but must identify all the elements specified in:

19. Statement of Work
i. Exchange of Administrative Related Data