Washington State DEPARTMENT OF SOCIAL & HEALTH SERVICES

INDIAN NATION PROGRAM AGREEMENT

Data Share Agreement - Read Only Web Based Access to SEMS

DSHS Agreement Number
0662-89936

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
DSA

Indian Nation Agreement Number

DSHS ADMINISTRATION	DSHS DIVISION	DSHS INDEX NUMBER	CCS CONTRACT CODE
Economic Services Administration	Division of Child Support	1314	3000NC

DSHS CONTACT NAME AND TITLE	DSHS CONTACT ADDRESS
Deborah Doyle Program & Grant Manager	P O Box 9162 Olympia, WA 98507-9162

DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL
(360) 664-5388	(360) 664-5342	ddoyle@dshs.wa.gov

INDIAN NATION NAME	INDIAN NATION ADDRESS
Port Gamble S'Klallam Tribe	31912 Little Boston Road NE Kingston, WA 98346

INDIAN NATION FEDERAL EMPLOYER IDENTIFICATION NUMBER	INDIAN NATION CONTACT NAME
910875163	Marilyn Olson

INDIAN NATION CONTACT TELEPHONE	INDIAN NATION CONTACT FAX	INDIAN NATION CONTACT E-MAIL
(360) 297-9636 Ext:	(360) 297-9666	mo@pgst.nsn.us

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

PROGRAM AGREEMENT START DATE	**PROGRAM AGREEMENT END DATE**	MAXIMUM PROGRAM AGREEMENT AMOUNT
05/15/2006	05/31/2008	$0.00

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

☐ Exhibits (specify):

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

INDIAN NATION SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
Ronald G Charles	Ronald Charles, Tribal Chair Port Gamble S'Klallam Tribe	May 3, 2006
DSHS SIGNATURE	**PRINTED NAME AND TITLE**	**DATE SIGNED**
Christine Simmonds	Christine Simmonds, Contract Analyst DSHS/Economic Services Administration	5/5/06

1. Government to Government Relations

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

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

2. Definitions

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

d. "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.

e. "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.

f. "SGN" means Statewide Governmental Network.

g. "SEMS" means Support Enforcement Maintenance System.

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

i. "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.

j. "WAC" means Washington Administrative Code.

3. Statement of Work

a. PROGRAMS RECEIVING AND PROVIDING DATA

The Port Gamble S'Klallam Tribe, herein referred to as the "Tribe", is the data recipient; contact information is listed on page number one under Indian Nation Name.

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

b. PURPOSE

DSHS Division of Child Support (DCS) shall provide Child Support and Temporary Assistance to Needy Families (TANF) program employees of the Tribe staff with read-only web based secured

access to the DCS Support Enforcement Management System (SEMS). The access to SEMS, for Child Support program purposes, will assist the Tribe's Child Support and/or TANF program in administering their caseload.

c. DESCRIPTION OF THE DATA

Designated staff of the Tribe shall have limited read–only web based secured access to SEMS cases where the Tribe is coded on the SEMS case. DSHS will provide the Tribe's staff with electronic inquiry only access to Child Support information for verification of child support cases, family relationships, and financial history.

d. ACCESS TO DATA

(1) METHOD OF ACCESS/TRANSFER

DSHS will grant data access to SEMS web for designated staff through a DIS CISCO Virtual Private Network (VPN) fob provided by DCS. The Tribe will initiate the VPN connection outside the SGN. DCS will provide a maximum of two fobs.

User identification numbers and passwords obtained from DCS are required in order for the authorized tribal staff to log on to SEMS. The SEMS password must be updated after 90 days and regularly thereafter.

(2) PERSONS HAVING ACCESS TO DATA

The Tribe shall ensure that only their Child Support and TANF employees have access to DCS 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 within 14 calendar days. The authorized staff names shall be provided to the DCS Program Manager.

When each staff member logs on to SEMS for the first time, that individual will be required to view the "on-line" confidentiality statement before their access is granted. Each Tribe staff member that has access to SEMS must acknowledge the online confidentially statement. SEMS staff will electronically receive confirmation when staff acknowledge the form.

All DCS records are confidential and shall only be used for Child Support requirements of Child Support and TANF programs.

(3) FREQUENCY OF DATA EXCHANGE

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

e. SECURITY OF DATA

(1) Data Protection

The Tribe shall take reasonable precautions to secure against unauthorized physical and electronic access to data. The data will be stored on computers with security systems that require unique user IDs and hardened passwords. Only authorized tribal staff will access SEMS.

(2) Data Disposition

The Tribe shall remove data received under this agreement from so that it cannot be recovered.

Media and associated acceptable data destruction methods are:

a. Hard drives (workstation and network) – Zero fill or Wipe utility to destroy data in file space.
b. Floppy disks – Physical destruction of the media.
c. Magnetic tapes (reels or cartridges) – Degaussing or cross-cut shredding of the tape
d. Compact Disks (CDs), Digital Video Disks (DVDs) – Scour readable (label) side with coarse abrasive or shred.
e. Zip disks, JAZZ disk, and other removable magnetic media (other than floppy disks) – Zerofill or Wipe utility.
f. Flash memory and memory cards (compact flash, secure digital, memory stick, etc.) – Zero fill or Wipe utility.

Data provided by DSHS remains DSHS property. To ensure that unauthorized individuals cannot access client information, the Tribe will dispose disks and printed documents from the electronic file in a secure manner, such as shredding of records. The Tribe will promptly destroy the data when the work is completed for which the information was required.

f. CONFIDENTIALITY AND NONDISCLOSURE

(1) In accordance with 42 USC 654 (26), RCW 26.23.120, RCW 74.04.060, and WAC 388-14A-2105-2160 any information concerning individuals who owe a support obligation or for whom support enforcement services are being provided is private and confidential.

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

(4) Each Tribal Child Support and/or TANF employee, who has access to SEMS data, will accept the federal and state data access requirements listed in the yearly on-line Confidentiality Statement – Tribal Employee.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES (DSHS)
DIVISION OF CHILD SUPPORT (DCS)

CONFIDENTIALITY STATEMENT
Tribal Employee

I, _____, understand and agree that:

1. The records of the Department of Social and Health Services (DSHS) Division of Child Support (DCS), including electronic and paper files, contain confidential and personal information.

2. I will access DCS records only for child support program purposes. I understand I cannot use child support case information for personnel purposes (e.g., hiring of staff in my agency).

3. I will discuss DCS confidential and personal information only when necessary for a child support specific purpose.

4. I am aware of the terms of the DSHS Indian Nation Program Agreement and agree to abide by them.

5. My breach of any provision of this agreement may subject me to disciplinary action or penalties as defined by Tribal codes and confidentiality policies.

6. After I leave my current position, DCS information obtained during my employment will remain confidential.

7. DCS records contain information from other government agencies. Wrongful disclosure of that information may lead to civil and criminal penalties.

8. My acceptance of the terms of this confidentiality statement will be recorded on-line by the DCS Support Enforcement Management System (SEMS).