**ATTACHMENT 8**

**DRAFT TEMPLATE - 2017 OST SELF-GOVERNANCE BENEFICARY PROCESSES PROGRAM MOU**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_TRIBE**

**AND**

**THE DEPARTMENT OF THE INTERIOR**

**OFFICE OF THE SPECIAL TRUSTEE FOR AMERICAN INDIANS**

**FOR**

**BENEFICIARY PROCESSES PROGRAM CALENDAR YEAR OR FISCAL YEAR 2017**

**I. AUTHORITY**

This Memorandum of Understanding (MOU) between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tribe (Tribe) and the Department of the Interior (DOI), Office of the Special Trustee for American Indians (OST) is herein entered into and incorporated by agreement to the Tribe’s Compact Agreement and Annual Funding Agreements, as initiated with the Department of the Interior pursuant to acompact initiated under Title IV of the Indian Self-Determination and Education Assistance Act (P.L. 93-638), as amended.

**II. PURPOSE**

The purpose of this MOU is to detail the coordination, implementation, duties and responsibilities of each party for the Tribe’s operation of the OST Beneficiary Processes Program (BPP) for the designated Calendar Year (CY) or Fiscal Year (FY) 2017. Pursuant to the CY or FY 2017 Annual Funding Agreement (AFA) or Multi-Year Funding Agreement (MYFA), this MOU is an attachment to the CY or FY 2017 AFA or MYFA and is incorporated into and made a part of the CY or FY 2017AFA or MYFA as if set out in full in the AFA or MYFA.

This MOU shall be incorporated as an addendum agreement to the AFA or MYFA for this year and will remain in effect in subsequent years unless modified and such modification is agreed to in writing by both parties.

**III. TRIBE’S DUTIES AND RESPONSIBILITIES IN PERFORMING BPP FUNCTIONS**

1. **Program Guidance**

All BPP functions will be performed and all transactions will be processed in accordance with applicable laws and regulations, as well as OST policies and procedures, directives, the Bureau of Indian Affairs (BIA) - OST Interagency Handbook and Desk Operating Procedures Manual.

**B.** The Tribe agrees to:

1. Assume the OST functions for receipting, disbursing and account maintenance for trust accounts;
2. Transmit all necessary data to OST such that OST can create the beneficiary Statements of Performance in accordance with the requirements of the American Indian Trust Fund Management Reform Act of 1994;
3. Not to include Tribal Trust accounts in the Tribe’s execution of the BPP function;
4. To process to the Solicitor’s Office, Power of Attorney documents for review/determination by the Solicitor’s Office;
5. Comply with OST requirements and processes for Indian trust account updates;
6. Coordinate with your OST Fiduciary Trust Officer (FTO) regarding the disposition of Suspense Collections Account and Limited Pay processes; and
7. Coordinate with your FTO regarding account clean-up and clearing items from the discrepancy/anomaly reports.

1. Record all beneficiary contacts (walk-in, faxes, mail and phone calls) utilizing Service Manager;

**3.** Utilize OST accounting system databases available for processing receipts, disbursements and account maintenance of Indian trust funds;

**4.** Package documents for the FTO in support of receipting, disbursing and account maintenance as required to process within established timeframes;

**5.** Take appropriate action, within established timeframes, to resolve any rejected transactions;

**6.** Abide by the Privacy Act as it relates to the release of financial trust information understanding that such compliance is mandatory; and

**7.** Avoid potential, as well as actual, conflicts of interest and to not process transactions involving relatives to avoid the appearance of impropriety.

**C. Reporting**

TheTribe agrees to:

1. Forward all BPP-related Freedom of Information Act of 1966, as amended, (P.L. 89-544) [FOIA] requests to the OST FOIA Officer. The Tribe can directly coordinate with OST’s FOIA Officer to process FOIA requests; and
2. Work with the FTOtoidentify and provide applicable data and information pursuant to the Government Performance and Results Act (GPRA) of 1993 (P.L. 103-62) and the Government Performance and Results Modernization Act of 2010 (P.L. 111-352).

**D. OMB Circulars**

TheTribeagrees to comply with OMB circulars and revisions, pursuant to 25 C.F.R. section 1000.395, except for:

**1.** listed exceptions for Tribes and Tribal Consortia;

**2.** exceptions in 25 U.S.C. 450j-1(k); and

**3.** additional exceptions that OMB may grant.

**E. Records Management**

1. The Tribe agrees to:
   1. Preserve, protect and manage all Indian fiduciary trust records (IFTR) created and/or maintained by the Tribe, regardless of media during its management of the BPP.

An ***Indian*** ***fiduciary trust record***is any document that reflects the existence of an Indian trust asset and is/was used in the management of an Indian trust asset.

An ***Indian trust asset*** refers to lands, natural resources, monies or other assets held in trust at a particular time by the Federal Government for a Tribe, Alaska natives or that are or were at a particular time restricted against alienation, for individual Indians.

***Management*** includes actions that influence, affect, govern, or control an Indian trust asset.

The following are examples of records not considered to be IFTR:

general administrative, personnel or travel records;

education records;

law enforcement records;

health records;

law making unrelated to Indian trust assets;

tribal council resolutions and laws unrelated to Indian trust assets; and

tribal elections records

* 1. Make available to the Secretary of the Interior (Secretary) all IFTR created or received in the performance of this BPP compact and maintained by the Tribe, provided that the Secretary gives reasonable oral or written advance request to the Tribe. Access shall include visual inspection and, at the expense of the Secretary, the production of copies (as agreed upon between the parties) and shall not include the removal of the records without tribal approval.
  2. Store and permanently retain all inactive BPP IFTR at the Tribe or allow such records to be removed and stored at the American Indian Records Repository (AIRR) in Lenexa, Kansas, at no cost for storage to the Tribe (shipping costs to be borne by the Tribe). Inactive BPP IFTR may be stored at the AIRR in the following ways:

**i.** Return such records to the custody of the BPP to be transferred and treated as Federal Records**.** The original records will be stored at the AIRR. If the Tribe chooses to return the IFTR to the custody of the BPP, the records must be labeled in accordance with the Indian Affairs Record Schedule (IARS) or the current applicable Federal records schedule. The Tribe may request copies of the records in accordance with applicable AIRR procedures. The original records will not be available for the Tribe to withdraw.

**ii.** Enter into an agreement with OST’s Office of Trust Records for the purposes of transferring and providing future access to the Tribe’s IFTR stored at the AIRR as tribal records. The Tribe may retrieve copies of the records or withdraw the entire inventory of their BPP IFTR.

**iii.** For IFTR the Tribe wishes to store at AIRR, the Tribe may, but is not required to, utilize the IARS or the current applicable Federal records schedule to organize its records.

**d.** Return all active and inactive IFTR to the Secretary in the event the Tribe retrocedes the BPP, or in the event the Secretary reassumes operations of the BPP. Records returned to the custody of the BPP shall be treated as Federal Records.

**e.** Attend OST and/or BIA records management training.

1. The Secretary agrees to:

**a.** Allow the Tribe to determine what records it creates to implement the trust program assumed under its Title IV compact (or Title I contract, if applicable), except that the Tribe must create information required by statute, regulation, and this MOU. No additional record keeping requirements are required by this MOU;

**b.** Store all inactive IFTR at the AIRR at no cost for storage to the Tribe (shipping costs to be borne by the Tribe) when the Tribe no longer wishes to keep the records. Further, the Tribe will retain legal custody and determine access to these records. These records shall not be treated as Federal records for purposes of Chapter 5 of Title 5 of the United States Code unless expressly agreed to by the Tribe;

**c.** Store all inactive IFTR at the AIRR at no cost for storage to the Tribe when the Tribe returns legal custody of inactive BPP IFTR to the Federal government for storage. The records will then be treated as Federal records;

**d.** Manage a single tribal storage and retrieval system for BPP IFTR stored at AIRR;

**e.** Provide technical assistance and records management training for the Tribe to preserve, protect and manage its BPP IFTR from available funds appropriated for this purpose.

**F. Information Technology (IT) Necessary to Access the OST Trust Funds Accounting Systems (TFAS)**

Any computer hardware, including printers and software required to access OST systems shall be provided by OST.

**G. System Security Access**

**1.** Security Requirements for Access to DOI IT Systems

**a.** Prior to being granted access to DOI IT systems and DOI IFTR in any electronic data or hardcopy format, the Tribeagrees that its employees and employees of its contractors must undergo the appropriate clearance as determined by the position sensitivity rating process, but**,** at a minimum, a National Agency Check with Inquiries and Credit Check (NACI-C) and ultimately receive a final favorable suitability determination issued by the OST Personnel Security Office pursuant to OMB Circular No. A-130 and DM 441. In addition, pursuant to Homeland Security Presidential Directive 12 (HSPD-12) (OST reciprocates with other federal agencies’ background investigations), the Tribe’semployees and employees of its contractors must also successfully undergo a Personal Identity Verification process prior to being granted access to DOI IT systems. OST will incur any Personal Identity Verification costs.

**b.** The Tribe agrees to follow all DOI and OST policy on IT security measures as cited in OST Operating Manuals (OM), OM-3 and OM-431, or most current guidance.

**c.** The Tribeagrees to take all prudent steps necessary to secure confidentiality, integrity and availability of Personally Identifiable Information as required by the Privacy Act of 1974 (5 U.S.C. § 55a) and by subsequent OMB memoranda; and in the event of a security related incident (i.e. information exposure, theft, network compromise) affecting Government Furnished Equipment (GFE) or tribal equipment utilized in the performance of the BPP, the Tribe also agrees to notify the OST at [OST\_security@ost.doi.gov](mailto:OST_security@ost.doi.gov), within 24 hours of discovery of the incident.

**d.** The Tribewill notify the OST at [ost\_employee\_clearance@ost.doi.gov](mailto:ost_employee_clearance@ost.doi.gov) within 24 hours of exiting employees who no longer require systems access.

**2. Training**

Prior to being granted access to DOI trust IT systems, the Tribe’semployees must successfully complete the Federal Information System Security Awareness training (and complete annually thereafterto maintain access), the costs of which will be met by the OST.

**H. General**

The Tribe agrees to:

**1.** Attend OST or BIA training, workgroups, IT, records management training and other training sessions to maintain current knowledge of trust funds systems and services.

**2.** Establish and/or maintain appropriate management controls, including maintaining:

**a.** An adequate system of internal controls in accordance with 25 C.F.R. Part 900, Subpart F, Standards for Tribal or Tribal organization management systems.

**3.** Work in partnership with OST on financial audit issues including the implementation of corrective actions.

**I. Single Audit Act Audit**

**1.** The Tribe will notify OTRA that their Single Audit is completed and submitted to OSG.

**IV. OST DUTIES AND RESPONSIBILITIES**

**A. Receipting, Disbursing, and Account Maintenance**

OST agrees to:

**1.** Review and approve disbursements, or delineate any additional requirements necessary for approval of transactions;

**2.** Forward the approved transactions to the appropriate office; and,

**3.** Process transactions within the established timeframes.

**B.** **Reporting**

Make available all necessary reports to complete the BPP function.

**C. IT Including Software and Hardware Necessary to Access OST Systems**

**1.** OST will provide computer hardware and software necessary to carry out the BPP.

**2.** OST will provide systems support related to the BPP. The Office of Information Resources will assist with any connectivity problems.

**D. System Security Access**

**1.** The Office of Information Resources shall process and maintain requests for systems access or revocation.

**2.** The Office of Information Resources shall be responsible for equipment software maintenance for Government furnished equipment.

**E. General**

**1.** OST agrees to:

**a.** Provide technical assistance in relation to the BPP;

**b.** Provide technical assistance with risk management efforts upon request;

**c.** Make available training required for operating the BPP

**2.** Primary OST oversight and monitoring will be performed through review of electronic transactions in the systems, review of documents and packages presented for approval and encoding, analysis of reconciliation provided by the Tribe, internal reconciliation performed at OST and results from Tribal Trust Evaluations. The Tribe will be notified of any findings requiring corrective action or other resolution.

**3.** OST will work in partnership with the Tribe on financial audit issues, including implementation of corrective actions.

**V. SIGNATURES**

The foregoing is hereby agreed to as stated on this \_\_\_\_\_\_\_\_\_\_day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, **2016**, and will become effective on **October 1, 2016**, (if

FY tribe) or **January 1, 2017** (if CY tribe),and remain in effect unless modified

and such modification is agreed to in writing by the parties.

**TRIBE**

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Designated Tribal Official’s signature

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Date

**Office of the Special Trustee for American Indians**

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Director, OST Office of External Affairs, and Secretary’s Delegated Official

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