

TEMPLATE – 2023 BTFA SELF-GOVERNANCE BENEFICIARY PROCESSES PROGRAM MOU

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE _____ TRIBE**

AND

**THE DEPARTMENT OF THE INTERIOR
BUREAU OF TRUST FUNDS ADMINISTRATION
FOR**

BENEFICIARY PROCESSES PROGRAM CALENDAR YEAR OR FISCAL YEAR 2023

I. AUTHORITY

This Memorandum of Understanding (MOU) between the _____ Tribe (Tribe) and the Department of the Interior (DOI), Bureau Trust Funds Administration (BTFA) 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 a compact 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 BTFA Beneficiary Processes Program (BPP) for the designated Calendar Year (CY) or Fiscal Year (FY) 2023. Pursuant to the CY or FY 2023 Annual Funding Agreement (AFA) or Multi-Year Funding Agreement (MYFA), this MOU is an attachment to the CY or FY 2023 AFA or MYFA and is incorporated into and made a part of the CY or FY 2023 AFA 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

A. Program Guidance

All BPP functions will be performed and all transactions will be processed in accordance with applicable laws and regulations, as well as DOI and BTFA policies and procedures, directives, the Bureau of Indian Affairs (BIA) - BTFA Interagency Handbook and Desk Operating Procedures Manual, with BTFA providing such training pursuant to IV. E. 1. c. below.

B. The Tribe agrees to:

1. Assume responsibilities associated with its receipt, disbursement, accounting and maintenance of BTFA related funding:
 - a. Transmit all necessary data to BTFA needed so the Bureau can create the beneficiary Statements of Performance in accordance with the requirements of the 1994 American Indian Trust Fund Management Reform Act;
 - b. Exclude Tribal Trust accounts when executing BPP related functions;
 - c. To process through Field Operations staff, Power of Attorney documents for review and determination by the Department's Office of the Solicitor.
 - d. Coordinate the disposition of Suspense Collections Account and Limited Pay with the BTFA Fiduciary Trust Officer (FTO); and
 - e. Coordinate the clean-up and clearance of items from discrepancy/anomaly reports with its FTO account.
2. Record all beneficiary contacts (walk-in, faxes, mail and phone calls) utilizing Service Manager and other approved applications;
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 to resolve rejected transactions;
6. Comply with the Privacy Act in relation to the release of financial trust information; and
7. Avoid potential, and actual conflicts of interest and avoid processing transactions involving relatives.

C. Reporting

The Tribe 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 FTO to identify 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

The Tribe agrees 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. 5325(k); and
3. additional exceptions that OMB may grant.

E. Records Management

1. The Tribe agrees to:
 - a. 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

- b. 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.
 - c. 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 National Archives and Records Administration (NARA) approved 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 must utilize the NARA approved 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. Strive to attend OST and/or BIA records management training.
2. 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. 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 BTFA.

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 Tribe agrees 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) (BTFA reciprocates with other federal agencies' background investigations), the Tribe's employees and employees of its contractors must also successfully undergo a Personal Identity Verification process prior to being granted access to DOI IT systems. BTFA will incur any Personal Identity Verification costs.

- b. The Tribe agrees to follow all DOI and BTFA policy on IT security measures contained in OST Operating Manuals (OM), OM-3 and OM-431, or most current guidance.
- c. The Tribe agrees 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 BTFA at btfa_security@btfa.doi.gov within 24 hours of discovery of the incident.
- d. The Tribe will notify the BTFA at btfa_employee_clearance@btfa.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's employees must successfully complete the Federal Information System Security Awareness training (and complete annually thereafter to maintain access), the costs of which will be met by the BTFA.

H. General

The Tribe agrees to:

1. Attend BTFA 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.
3. Work in partnership with BTFA on financial audit issues including the implementation of corrective actions.

IV. OST DUTIES AND RESPONSIBILITIES

A. Receipting, Disbursing, and Account Maintenance

BTFA 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 BTFA Systems

1. BTFA will provide computer hardware and software necessary to carry out the BPP.
2. BTFA 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. BTFA agrees to make available training required for operating the BPP.
2. Primary BTFA 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 BTFA and results from Tribal Trust Evaluations. The Tribe will be notified of any findings requiring corrective action or other resolution.
3. BTFA 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 _____, 2021, and will become effective on October 1, 2021, (if FY tribe) or January 1, 2023 (if CY tribe), and remain in effect unless modified and such modification is agreed to in writing by the parties.

TRIBE

Designated Tribal Official's signature

Print name

Title

Date

BUREAU OF TRUST FUNDS ADMINISTRATION

Director, Bureau of Trust Funds Administration Delegated Official

Print Name

Date