

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Information Security Administration,
1720 W. Madison St., Site 820Z
Phoenix, AZ 85007
Phone: (602) 771-2670 · Fax: (602) 364-0481

DATA-SHARING REQUEST/AGREEMENT

BETWEEN

REQUESTING ENTITY:

(DES Division/Administration/Program/Office Name or External Organization Name)

AND

DATA MANAGER: ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Division of Developmental Disabilities

(Division/Administration/Program/Office Name)

Effective Date: _____	Agreement No.: _____
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SECTION I. REQUEST (Completed by Requesting Entity)

Use attachment if necessary

1a. PURPOSE OF THIS REQUEST *(What information is being requested and why? How will it be used? Give details/specifics.)*

In order to provide the services agreed upon in the Qualified Vendor Agreement, the Division of Developmental Disabilities may provide to the Qualified Vendor information relating to persons receiving services through the Division including, but not limited to information contained in planning documents, medical records, and service related reports.

1b. INFORMATION TECHNOLOGY AND CONNECTIVITY

The requester enters all information required for successful communication between the requesting entity and the DES IT Staff.

Contact Name (1):	Phone: () -
Contact Name (2):	Phone: () -
Contact Address:	
Contact (1) E-Mail Address:	Contact (2) E-Mail Address:
Contact Fax No: () -	

SECTION I. (cont.) REQUEST (Completed by Requesting Entity)

Use attachment if necessary

2. CITE LAW, REGULATION, DIRECTIVE OR OTHER BASIS FOR THIS REQUEST

The Qualified Vendor uses Division data to provide services as contemplated by A.R.S. § 36-557; the vendor shall safeguard confidential information in accordance with Federal and State laws and regulations, including but not limited to, A.R.S. §§ 36-568.01, 36-2932, and 41-1959, the Health Information Portability and Accountability Act (45 Code of Federal Regulations Parts 160 and 164), and Arizona Health Care Cost Containment System/Arizona Long Term Care System rules.

3. WILL OTHER ENTITIES INTERFACE WITH YOUR AGENCY?

Yes No If Yes, identify entity and reason(s):

4. WILL INFORMATION BE DISCLOSED/SHARED WITH ANOTHER ENTITY?

Yes No If Yes, identify entity and reason(s) for disclosure:

5. WILL DES DATA BE REPACKAGED/INCLUDED IN OTHER DATA BASES, FILES, TAPES, ETC.

Yes No If Yes, identify entity and reason(s):

6. DESIRED OUTPUT (Printout, tape, terminal access/display, etc.)

7. DESCRIBE SAFEGUARDS IN PLACE TO GUARD AGAINST UNAUTHORIZED ACCESS/DISCLOSURE OF THE INFORMATION

PRINT NAME AND TITLE OF AUTHORIZED CONTACT

PHONE NO. () -
 FAX () -
 E-MAIL

DATE

MAILING ADDRESS/SITE CODE

CITY

STATE

ZIP CODE

-

SECTION II. STIPULATIONS REGARDING THE USE OF INFORMATION**STIPULATIONS APPLICABLE TO THE REQUESTING ENTITY:**

1. Disclosure of the data provided to the Requesting Entity is not permitted unless specifically authorized.
2. Repackaging or redistribution of data or screens, or creation of separate files will not be permitted unless specifically authorized.
3. The data shall be used only to assist in valid administrative needs as stated in Section I, item 1 of this Agreement.
4. All data shall be stored in a physically secure facility.
5. All data in electronic format shall be stored or processed so that unauthorized persons cannot retrieve the information by means of a computer, remote access, or other means.
6. Only authorized staff will be given access needed to accomplish the purpose(s) specified in Section I, item 1 of this Agreement.
7. All staff shall attend an authorized data security awareness training class, where they will be instructed on confidentiality, privacy laws and penalties imposed when compliance is breached. All staff with access to DES systems and/or applications must complete an annual recertification security awareness training class as scheduled by DES.
8. A **Request for Terminal Access and Other Activity (J-125)** shall be used to request specific access for each authorized staff member and must be signed by the staff supervisor or designee.
9. All authorized staff is required to sign a **User Affirmation Statement (J-129)**, as a condition for using requested data. This affirmation statement must be resigned at three (3) year intervals as scheduled by DES.
10. Any personnel changes requiring change or removal of access as described in Section I, item 1 of this Agreement, shall be reported promptly to the respective data security analyst.
11. Federal and state audit and data security personnel may have access to offices and records of the requesting entity to monitor or verify compliance with this agreement.
12. This Data-Sharing Agreement will remain in effect for 10 years from the effective date unless otherwise stipulated in Section III or overridden by the Contract, a Memorandum Of Understanding or an InterAgency Agreement. If length is overridden by another document, please reference the document in Section III.
13. Upon Contract Termination, Media Sanitization procedures shall be adhered to in accordance to Arizona Statewide Policy – P8250 v 1.0 - The Business Unit shall sanitize digital and non-digital information system media containing Confidential information prior to disposal, release of organizational control, or release for reuse using defined sanitization techniques and procedures in accordance with the Media Protection Standard S8250. [NIST 800-53 MP-6] [HIPAA 164.310(d)(2)(i)] [HIPAA 164.310(d)(2)(ii)] [IRS Pub 1075]
14. All DES Contracts retention terms and conditions will be adhered to as written on the said contract unless otherwise stated and DES Retention Policy ((DES 1-37-12-(01)(02)(03)) is applicable.

STIPULATIONS APPLICABLE TO PROVIDER:

1. DES will use the Requesting Entity employee identifying information solely for the purpose of establishing on-line access.
2. Only authorized DES employees will have access to requesting agency employee data.
3. In accordance with applicable federal, state, and/or local privacy regulations, DES will protect all information collected from the Requesting Entity.

STIPULATIONS APPLICABLE TO HIPAA – HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT:

1. All staff shall attend an authorized HIPAA awareness training class, where they will be instructed on confidentiality, privacy, information safeguards and penalties imposed when compliance is breached.
2. If applicable, there is a “Business Associate Contract” [45 CFR 164.502(e), 154.504(e), 164.532(d) & (e)] on file and will be attached to this data sharing agreement as an addendum.

SECTION III. ADDITIONAL INFORMATION

1.0 This data sharing agreement shall have the same term as the Qualified Vendor Agreement.

Print Name _____	PHONE NO. () -	DATE
Signature _____	() -	

SECTION IV (A). RECOMMENDATIONS (Completed by the data managing program)

- Recommend **APPROVAL**
- Request is not recommended for approval.

Print Name _____	SITE CODE	PHONE NO. () -	DATE
Signature _____			

SECTION IV (B). HIPAA RECOMMENDATIONS (Completed by the HIPAA DIVISION PRIVACY OFFICER)

- Recommend **APPROVAL**
- Request is not recommended for approval.

Print Name _____	SITE CODE	PHONE NO. () -	DATE
Signature _____			

SECTION V. APPROVAL (Completed by the requesting entity and the data managing program)

I attest to the correctness of the information provided in Section I and agree to the stipulations and costs listed in Section II and III. I agree to comply with all provisions of the DES Data Security Policy. Should any violations of the DES Data Security Policy occur, this Agreement may be terminated. I further understand that DES will periodically review the terms of the Agreement to ensure it conforms with DES Policies and Procedures. In the event changes in either federal or state law or regulations occur that conflict with the terms of the Agreement or render the terms of the Agreement void, impracticable, or otherwise impossible, this Agreement will terminate immediately. A new Agreement or an amendment to the existing Agreement will be initiated to provide for any changes, which cannot be accommodated within the provisions of the existing Agreement. The Requesting Entity shall hold harmless and indemnify the State of Arizona and its Department of Economic Security for any liability resulting from acts or omissions attributable to the Requesting Entity.

IN WITNESS HERETO, the PARTIES have executed this Agreement by signature of their duly authorized officials:

For the Requesting Entity:

Entity Name **YOUR INFORMATION GOES HERE**

Print Signatory Name _____

Title _____

Signature _____

Date _____

For the Department of Economic Security:

Entity Name **Division of Developmental Disabilities**

Print Signatory Name **Donna Schneider**

Title **FOCUS Manager**

Signature _____

Date _____

SECTION VI. APPROVAL (Completed by the Information Security Administration)

This signed Agreement meets all requirements necessary to permit the controlled sharing of the DES data while simultaneously providing for the protection of the data. I certify that:

- THIS AGREEMENT CONFORMS to DES Information Security Policy.**
- THIS AGREEMENT DOES NOT CONFORM to the DES Information Security Policy. Implementation of this Agreement cannot proceed until the following action is taken:**

Carl Carpenter

DES Chief Information Security Officer

(Signature)

(Title)

(DATE)