

DATA-SHARING REQUEST/AGREEMENT

BETWEEN

REQUESTING ENTITY:

Arizona Department of Health Services
Public Health Prevention Services
Division of Public Health
Office of Women’s and Children’s Health

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

AND

PROVIDER(S): ARIZONA DEPARTMENT OF ECONOMIC SECURITY

A. _____
(Division/Administration/Program/Office Name)

B. _____
(Division/Administration/Program/Office Name)

C. _____
(Division/Administration/Program/Office Name)

D. _____
(Division/Administration/Program/Office Name)

E. _____
(Division/Administration/Program/Office Name)

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

Use attachment if necessary

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

AzTECs query- application/enrollment status checks. READ ONLY

SECTION I - REQUEST (Completed by Requesting Entity)

Use attachment if necessary

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

3. WILL OTHER ENTITIES INTERFACE WITH YOUR AGENCY?

XX Yes No If Yes, identify entity and reason(s): Shared status with enrollee

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

XX Yes No If Yes, identify entity and reason(s) for disclosure: Shared status with enrollee and program

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

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

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

7. DESCRIBE SAFEGUARDS IN PLACE TO GUARD AGAINST UNAUTHORIZED ACCESS/DISCLOSURE OF THE INFORMATION Locked terminals, password protected

PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Catherine R. Eden, Director

PHONE NO. 602-542-1025

FAX 602-542-

1060

E-MAIL

DATE

MAILING ADDRESS/SITE CODE

150 N 18th Avenue, Suite 500

CITY

Phoenix

STATE

AZ

ZIP CODE

85007-3242

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.
8. A **Request for Terminal Access and Other Activity (J-125)** shall be used to request specific access for each authorized staff member.
9. All authorized staff are required to sign a **User Affirmation Statement (J-129)**, as a condition for using requested data.
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 representative.
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 2 years from the effective date unless otherwise stipulated.

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.

A. SECTION III. ADDITIONAL INFORMATION

AzTECs access will be utilized by the Pregnancy and Breast Feeding Hotline; the Newborn Intensive Care Program; and Newborn Screening Program. The reason for queries is to determine enrollment status with any/all DES-FAA programs.

This includes but is not limited to: Baby Arizona; food stamps; health care plans, and cash assistance.

This information is used to facilitate enrollment, or answer enrollees questions.

COMPLETED BY <i>(Name and Title)</i>	PHONE NO. () -	DATE - -
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A. SECTION IV. RECOMMENDATIONS *(Completed by the data managing program)*

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

SIGNATURE OF DATA MANAGING DIVISION PROGRAM SECURITY REPRESENTATIVE (DSR/PSR)	SITE CODE	PHONE NO. () -	DATE - -
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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 Policy's 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:

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

(Print Name)

(Program Administrator's Signature)

(Title)

(Date)

For the Department of Economic Security:

A.

(Division/Program, Other Agency External Organization Name)

(Administrator Signature)

(Date)

B.

(Division/Program, Other Agency External Organization Name)

(Administrator Signature)

(Date)

C.

(Division/Program, Other Agency External Organization Name)

(Administrator Signature)

(Date)

D.

(Division/Program, Other Agency External Organization Name)

(Administrator Signature)

(Date)

E.

(Division/Program, Other Agency External Organization Name)

(Administrator Signature)

(Date)

SECTION VI. APPROVAL (Completed by the Data Security Administrator)

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

(Signature)

(Title)

(DATE)

ROUTING INSTRUCTIONS for J-119

FOR DATA SHARING AGREEMENT BETWEEN DES ENTITIES:

1. Section I is completed by the requesting entity (*DES Division/Program*) and sent to the Data Managing Division/Program or Division/Program Security Representative (*DSR/PSR*). The DSR/PSR from the Data Managing Division/Program will complete Section III and the recommendation in Section IV. Reason must be given if request is not recommended for approval. Section V is signed and dated by the Data Managing Program Administrator.
2. The Agreement is sent to the requesting entity for review and signature. The requesting Program Administrator signs and dates the Agreement in Section V and forwards the Agreement to the Office of Data Security (Site Code 859Z).
3. The Agreement is signed and dated by the Data Security Officer. The original Agreement is filed in the DES Office of Data Security and entered into the master log. The Agreement is not final until signed by the Data Security Officer. A copy of the Agreement is sent to both the requesting entity and the Data Managing DSR/PSR.

FOR DATA-SHARING AGREEMENT BETWEEN DES AND AN EXTERNAL ENTITY:

1. Section I is completed by the requesting external entity and sent to the DES Data Security Officer (Site Code 859Z) for review and coordination.
 2. The Request is sent to the Data managing Program DSR/PSR. The Data Managing DSR/PSR will complete Section III and the recommendation in Section IV. Reason must given if the request is not recommended for approval. Section V is signed and dated by the Data Managing Program Administrator.
 3. The Agreement is sent to the DES Office of Data Security, where it is processed and returned to the requesting external entity.
 4. The requesting external entity reviews signs and dates the Agreement in Section V and returns the Agreement to the DES Office of Data Security.
 5. The Agreement is signed and dated by the Data Security Officer. The original Agreement is filed in the DES Office of Data Security and entered into the master log. The Agreement is not final until signed by the Data Security Officer. A copy of the Agreement is sent to both the requesting external entity and the Data Managing DSR/PSR.
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