



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

Janice K. Brewer
Governor

Clarence H. Carter
Director

March 25, 2011

David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs
GILA EMPLOYMENT AND SPECIAL TRAINING
5515 S Apache St, Ste 200
Globe, AZ 85501

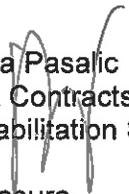
RE: Contract DE106003-008

Dear Mr. Caddell,

The contract noted above, for Disability Related Skills Training - Rehabilitation Instructional Services (Various Disabilities), requires that you receive access to RSA client data for the purposes of performing these services.

Enclosed is a Data Sharing Agreement. Please fill out this form in Section I 1b (contact information), I 7 (authorized contact) and Section V ("For the Requesting Entity" section), have it signed and dated, and mailed to us within five (5) business days after receipt of this letter, to the following address:

ADES/RSA Contracts Unit Manager
PO Box 6123 Site Code 930A
Phoenix, AZ 85005-6123


Vanja Pasalic
RSA Contracts Unit Manager
Rehabilitation Services Administration

Enclosure
cc: contract file

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Information Security Administration
1720 W. Madison St, Site 820Z
Phoenix, AZ 85007
Phone: (602) 771-2670 • Fax: (602) 542-4014

DATA-SHARING REQUEST/AGREEMENT

BETWEEN

REQUESTING ENTITY:

GILA EMPLOYMENT AND SPECIAL TRAINING

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

AND

DATA MANAGER: ARIZONA DEPARTMENT OF ECONOMIC SECURITY

Rehabilitation Services Administration

(Division/Administration/Program/Office name)

Effective Date: _____

Agreement No.: _____

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/specifcics.)

In order to enable the Contractor to provide Disability Related Skills Training - Rehabilitation Instructional Services (Various Disabilities) as stipulated in Contract DE106003-008, the Contractor must view client confidential data provided by RSA counselors via:

Mail, phone, e-mail, or fax

1b. INFORMATION TECHNOLOGY AND CONNECTIVITY

The minimum recommended Email Client is Outlook 2003, to receive and retrieve secure encrypted email from RSA. Anti-virus software must be maintained up to date

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

Contact Name (1): David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs	Phone: (928) 425-7631
Contact Name (2):	Phone:
Contact Address: 5515 S Apache St, Ste 200, Globe, AZ 85501	
Contact (1) E-Mail Address: dcaddell@co.gila.az.us	Contact (2) E-Mail Address:
Contact Fax No: (928) 423-9468	

SECTION I. (cont.) REQUEST (Completed by Requesting Entity)
Use attachment if necessary

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

This request is pursuant to the Scope of Work for Contract DE106003-008.

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.)

Email, FAXed documents, Letters of Authorization for client purchases; no system access required

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

All email containing confidential client information is to be secured. Access to all documents to be restricted to authorized personnel on a need-to-know basis. Automated equipment, computers and FAXes are to be maintained in a physically secure environment. All paper documents will be maintained in a secured environment, such as a locked file or office.

PRINT NAME AND TITLE OF AUTHORIZED CONTACT David Caddell, Divisional Pgm Mgr, Ofc of Community Svcs	PHONE NO. (928) 425-7631 FAX (928) 423-9468 E-MAIL dcaddell@co.gila.az.us	DATE	
MAILING ADDRESS/SITE CODE 5515 S Apache St, Ste 200	CITY Globe	STATE AZ	ZIP CODE 85501

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 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.

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 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 **GILA EMPLOYMENT AND SPECIAL TRAINING**
Print Signatory Name **Michael A. Pastor**
Title **Chairman, Gila County Board of Supervisors**
Signature _____
Date _____

For the Department of Economic Security:

Entity Name **Rehabilitation Services Administration**
Print Signatory Name **Katharine Levandowsky**
Title **Program Administrator**
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:**

(Signature) **DES Chief Information Security Officer** _____
(Title) (DATE)