J119 DSA (10/2008)

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 COUNTY dba 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.:** _____

Equal Opportunity Employer/Program
This document available in alternative formats by contacting: (602) 771-2670

SECTION 1. 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 enable the Contractor to provide VR - Disability-Related Employment Services as stipulated in Contract DE126000-001, the Contractor must view client confidential data provided by RSA counselors via:

Mail, phone, e-mail, or fax

Contract Begin Date: June 03, 2011
Contract End Date: June 30, 2014
Maximum End Date: June 30, 2016

No Annual Extensions for the first 3 years with the possibility to extend for 2 more years

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 B. Caddell	Phone: (928) 402-8664
Contact Name (2):	Phone:
Contact Address: 5515 South Apache Ave. Suite 200 Globe, AZ 85501	
Contact (1) E-Mail Address: dcaddell@gilacountyaz.gov	Contact (2) E-Mail Address:
Contact Fax No: (928) 425-9468	

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 DE126000-001.

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.

The Contractor shall restrict access to DES confidential data to only those with a "need to know" as part of this contract arrangement and will use NIST Policy SP800-53, AC-6 Least Privilege, as a guide.

The Contractor shall retain DES confidential data only as needed for this contract arrangement and will dispose and sanitize the DES confidential data when no longer needed. NIST Policy SP800-88 shall be used as a guide for disposal and sanitization on DES confidential data.

PRINT NAME AND TITLE OF AUTHORIZED CONTACT	PHONE NO.		DATE
David B. Caddell, Program Manager Gila Employment and Special Training	(928) 402-8664 FAX (928) 425-9468 E-MAIL dcaddell@gilacountyaz.gov		
MAILING ADDRESS/SITE CODE	CITY	STATE	ZIP CODE
5515 South Apache Ave. Suite 200	Globe	AZ	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 III. ADDITIONAL INFORMATION

Print Name David B. Caddell Signature David B. Caddell	PHONE NO. (928) 425-7631	DATE 3/12/12

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

☐ Recommend **APPROVAL**

☐ Request is not recommended for approval.

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

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

☐ Recommend **APPROVAL**

☐ Request is not recommended for approval.

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

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 COUNTY dba Gila Employment and Special Training**

Print Signatory Name: Tommie C. Martin

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:**

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