

<b>RFQVA AMENDMENT</b> RFQVA #s: DDD 704011, 704012, 704014, 704015  Amendment to Extend Final Term Dates of Qualified Vendor Agreements and Solicitation  Page 1 of 2	<b>DEPARTMENT OF ECONOMIC SECURITY</b>  Agency: Division of Developmental Disabilities  Address: 1789 W. Jefferson, Site Code 791 A P.O. Box 6123 Phoenix, Arizona 85005  Phone: (602) 542-6808
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A signed copy of the signature page, page 2, of this amendment must be submitted with the hard copy of the Application, or, if a Qualified Vendor Agreement has been awarded as of the date of issue of this amendment, the Qualified Vendor must return a signed copy of this amendment within 30 days of the date of issue to:

Contract Management Section  
Business Operations – Site Code 791 A  
Division of Developmental Disabilities  
Arizona Department of Economic Security  
P.O. Box 6123  
Phoenix, Arizona 85005

The RFQVA is amended as follows:

This amendment extends the Agreement Term of all Qualified Vendor Agreements to 12/31/2010. This amendment supersedes both the Agreement Term stated in § 1, NOTICE OF REQUEST FOR QUALIFIED VENDOR APPLICATIONS (RFQVA) and § 6.3.8-9 of the Standard Terms and Conditions. The agreement can be terminated as specified in Section 6, DES/DDD Terms and Conditions.

No attachments or enclosures.

EXCEPT AS PREVIOUSLY AMENDED, ALL OTHER PROVISIONS OF THE RFQVA SHALL REMAIN IN THEIR ENTIRETY.

NOTE: IN ACCORDANCE WITH A.R.S. § 36-557.K, RATES FOR THE SERVICES PURCHASE THROUGH THIS RFQVA ARE INCLUDED IN THE MOST CURRENT RATEBOOK, WHICH IS AVAILABLE ON THE DIVISION'S WEBSITE.



**ASSURANCES AND SUBMITTALS****INSTRUCTIONS:**

The Applicant must respond to each of the following items, then print and sign the document and attach hardcopies of the applicable submittals. The submittals shall indicate the item number to which it corresponds and also include the Applicant's Federal Employer Identification Number (FEIN).

- ▲ 1 Does the Applicant/Qualified Vendor agree to maintain and comply with any license(s), certification(s), and/or registration(s) set forth under federal or Arizona law, rules, or policy for the provision of each developmental disability service applied for? Yes
- ▲ 2 Does the Applicant/Qualified Vendor understand that payment will not be made for services delivered prior to the effective date of any licensure, certification(s), and/or registration(s) required by federal or Arizona law, rules, or policy? Yes
- ▲ 3 Has the Applicant/Qualified Vendor or any of its Key Personnel had a community developmental disability service or similar service license(s), certification(s) and/or registration(s) revoked, denied, or suspended in Arizona or in any other state within the past five (5) years? *(For the purposes of these Assurances and Submittals, "Key Personnel" shall include the Applicant/Qualified Vendor if an individual, or if the Applicant/Qualified Vendor is a corporation or other entity, any partner, manager, director, officer, or person directly or indirectly controlling 10% or more of the outstanding voting shares or other ownership interest of the Applicant/Qualified Vendor)* No
- 3.1 If "yes", submit an explanation and current status.
- ▲ 4 Has the Applicant/Qualified Vendor or any of its Key Personnel been a party to any contract terminated for cause relating to community developmental disability services or similar services in Arizona or in any other state within the past five (5) years? No
- 4.1 If "yes", submit a detailed description of such terminations.
- ▲ 5 Has the Applicant/Qualified Vendor or any of its Key Personnel been a party to any litigation relating to community developmental disability services or similar services in Arizona or in any other state within the past five (5) years? No
- 5.1 If "yes", submit a detailed description of such terminations.
- ▲ 6 Are there any court actions or judgments pending or entered within the last five (5) years against the Applicant/Qualified Vendor or any of its Key Personnel related to the provision of community developmental disability services or similar services in Arizona or in any other state? No
- 6.1 If "yes", submit a summary of those suits or judgments and describe actions the Applicant/Qualified Vendor has taken to prevent future suits or judgments.

**ASSURANCES AND SUBMITTALS**

- ▲ 7 Has the Applicant/Qualified Vendor or any of its Key Personnel been convicted of a criminal offense related to Medicare, Medicaid, or the State Children's Health Insurance Program? No
- 7.1 If "yes", submit a summary of those suits or judgments and describe actions the Applicant/Qualified Vendor has taken to prevent future suits or judgments.
- ▲ 8 Has the Applicant/Qualified Vendor or any of its Key Personnel been convicted of a felony? No
- 8.1 If "yes", submit information on the Key Personnel and the conviction.
- ▲ 9 Has any federal or state agency ever made a finding of noncompliance with any civil rights requirements with respect to the Applicant/Qualified Vendor or any of its Key Personnel? No
- 9.1 If "yes", submit an explanation.
- ▲ 10 Has the Applicant/Qualified Vendor or any of its Key Personnel been debarred, suspended, or otherwise lawfully prohibited from any public procurement activity, or does the Applicant/Qualified Vendor employ, consult, subcontract with, or otherwise reimburse for services any person substantially involved in the management of another entity that is now debarred, suspended, or otherwise lawfully prohibited from any public procurement activity? No
- 10.1 If "yes", submit an explanation.
- 10.2 Is a suspension or debarment currently pending?
- 10.2.1 If "yes" to Assurance 10.2, submit an explanation.
- ▲ 11 Are there any judgments, tax deficiencies or claims pending or entered against the Applicant/Qualified Vendor or against any entity affiliated by common ownership or directorship with the Applicant/Qualified Vendor that would require disclosure in an audited financial statement or that would affect the financial stability of the Applicant/ Qualified Vendor? *(For purposes of these Assurances and Submittals, "common ownership" means that persons owning over 25% of the Applicant/Qualified Vendor's outstanding voting shares or other ownership interests also own over 25% of another corporation or entity's outstanding voting shares or other ownership interests; "common directorship" means that a majority of the persons comprising the directors or Applicant/ Qualified Vendor, or performing similar management and oversight functions if the Applicant/Qualified Vendor is limited liability company or other non-corporate entity, also comprise the majority of the directors of another corporation or persons performing similar management and oversight functions with respect to a limited liability company or other non-corporate entity.)* No
- 11.1 If "yes", submit a disclosure statement.
- ▲ 12 Has the Applicant/Qualified Vendor or any of its Key Personnel declared bankruptcy within the last seven (7) years? No
- 12.1 If "yes", submit the most recent or the final court-approved order disposing of the case, including any court-approved plans.

**ASSURANCES AND SUBMITTALS**

- ▲ 13 Is the Applicant/Qualified Vendor a corporation or other entity that is affiliated with another corporation or entity? No
- 13.1 If "yes", submit an organizational chart that demonstrates ownership and/or corporate affiliations.
- ▲ 14 Does the Applicant/Qualified Vendor or any of its Key Personnel or administrative staff have a relative, as defined in Arizona Revised Statutes ("A.R.S.") § 38-502, who is an employee of the Division with direct or indirect responsibility for the purchasing, authorizing, monitoring, or evaluating of community developmental disability services or vendors? No
- 14.1 If "yes", submit a statement disclosing the conflict or potential conflict of interest.
- ▲ 15 Is the Applicant/Qualified Vendor required to make a full written disclosure pursuant to the provision of Section 6.4.9 (Substantial Interest Disclosure) of the *DES/DDD Standard Terms and Conditions for Qualified Vendors*? No
- 15.1 If "yes", submit a full written disclosure of the proposed payments and amount.
- ▲ 16 Does the Applicant/Qualified Vendor certify that it did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of the Application or any Amendment to the QVA? Yes
- ▲ 17 Does the Applicant/Qualified Vendor certify that it will comply with Section 6.3.3 (Audit) of the *DES/DDD Standard Terms and Conditions for Qualified Vendors* and prepare and submit to the Division the required financial reports according to the timeframe specified? Yes
- ▲ 18 Does the Applicant/Qualified Vendor certify that it will submit the Certificates of Insurance, required by Section 6.7.6 (Indemnification and Insurance) of the *DES/DDD Standard Terms and Conditions for Qualified Vendors*, prior to accepting a referral or providing a service? Yes
- ▲ 18.1 Does the Applicant/Qualified Vendor understand that service authorizations and payments may be withheld unless the Applicant/Qualified Vendor has provided acceptable proof of insurance coverage as required by Section 6.7.6 (Indemnification and Insurance) of the *DES/DDD Standard Terms and Conditions for Qualified Vendors*? Yes
- ▲ 18.2 Does the Applicant/Qualified Vendor certify that it will submit any renewal or change to the Certificates of Insurance to the Division's Contract Management Unit within ten (10) business days of renewal or change? Yes
- ▲ 18.3 Does the Applicant/Qualified Vendor certify that the Applicant's/Qualified Vendor's Insurer or the Applicant/Qualified Vendor will provide the Division's Contract Management Unit with a copy of all notices of insurance cancellation (including, but not limited to, notices issued prior to the effective date of cancellation) immediately upon issuance or receipt? Yes

**ASSURANCES AND SUBMITTALS**

- ▲ 19 Will the Applicant/Qualified Vendor use a subcontractor(s) to provide QVA services? No

  - 19.1 If “yes” to Assurance 19, submit information about each subcontract as required in Section 6.6.3 (Subcontracts) of the DES/DDD Standard Terms and Conditions for Qualified Vendors.
  - 19.2 If “yes” to Assurance 19, will the Applicant/Qualified Vendor provide all the required insurance for the subcontractor(s)?
  - 19.3 If “no” to Assurance 19.2, does the Applicant/Qualified Vendor certify that it will obtain the required Certificates of Insurance from the subcontractor(s) and submit the certificates to the Division’s Contract Management Unit?
  - 19.4 If “yes” to Assurance 19, does the Applicant/Qualified Vendor certify that its subcontracts incorporate by reference the entirety of the QVA and the Arizona Health Care Cost Containment System’s (“AHCCCS”) Minimum Subcontract Provisions?
  
- ▲ 20 Does the Applicant/Qualified Vendor warrant compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees and Key Personnel? Yes

  - ▲ 20.1 Is the Applicant/Qualified Vendor providing services through subcontractors? No

    - 20.1.1 If “yes” to Assurance 20.1, does the Applicant/Qualified Vendor agree to obtain statements from its subcontractors certifying compliance and furnish the statements to the Division upon request? These warranties shall remain in effect through the term of the QVA. The Applicant/ Qualified Vendor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor’s Immigration and Control Act for all employees performing work under the QVA. I-9 forms are available at [www.USCIS.gov](http://www.USCIS.gov).
    - 20.1.2 The State may request verification of compliance for any Qualified Vendor or subcontractor performing work under the QVA. All costs necessary to verify compliance are the responsibility of the Qualified Vendor. Does the Applicant/Qualified Vendor understand this potential provision?
  
- ▲ 21 Does the Applicant/Qualified Vendor warrant compliance with all Federal immigration laws and regulations relating to employees and warrant its compliance with A.R.S. § 23-214, subsection A? (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee’s employment or at least three years, whichever is longer.”) Yes

**ASSURANCES AND SUBMITTALS**

- ▲ 22 Does the Applicant/Qualified Vendor certify that background checks for employment through the ADES Child Protective Services (“CPS”) Central Registry shall be conducted for each existing employee and subcontractors, including volunteers, who provide direct services to children or vulnerable adults? By answering “yes”, the Applicant/ Qualified Vendor certifies that background checks for each subsequent employee, subcontractor, and volunteer will be done as required by law, regulation, and contract. The Applicant/Qualified Vendor may utilize Section 9, Attachment G, Request for Search of Central Registry for Background Check, of the RFQVA # DDD 710000 for this purpose. Yes
- ▲ 22.1 Does the Applicant/Qualified Vendor certify that before being employed or volunteering in a position that provides direct service to children or vulnerable adults, (1) persons shall certify on forms that are provided by the ADES whether an allegation of abuse or neglect was made against them and was substantiated, and (2), the completed forms shall be maintained as confidential? Yes
- ▲ 22.2 Does the Applicant/Qualified Vendor certify that a person awaiting receipt of the CPS Central Registry Background Check will be permitted to provide direct service to ADES clients only if the person has first completed and submitted the Direct Service Position certification and: (1) the person is not currently the subject of an investigation of child abuse or neglect in Arizona or any other state or jurisdiction, and (2) the person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding? Yes
- ▲ 22.3 Does the Applicant/Qualified Vendor certify that if the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients? Yes
- ▲ 23 As a registered provider with the Arizona Health Care Cost Containment System Administration (“AHCCCSA”), does the Applicant/Qualified Vendor certify that it will screen all employees, contractors, and/or subcontractors no less frequently than monthly to determine whether any of them have been excluded from participation in federally-funded health care programs by checking the following databases and any other such databases that may be prescribed? Yes
- ▲ 23.1 The List of Excluded Individuals and Entities (“LEIE”), which may be accessed at <http://www.oig.hhs.gov/fraud/exclusions.asp>? Yes
- ▲ 23.2 The System for Award Management (“SAM”), which may be accessed at <https://www.sam.gov/portal/public/SAM/>? Yes
- ▲ 24 Will all solicitation amendments to RFQVA # DDD 710000 issued by the Division be acknowledged by an authorized signature and will the signature page(s) of the Amendment(s) be submitted with the hardcopy Application? Yes
- ▲ 25 Did a consultant assist the Applicant in completing the Application or assist the Qualified Vendor in preparing an amendment to the awarded QVA? No

**ASSURANCES AND SUBMITTALS**

25.1 If "yes", submit a list of the name(s) and affiliation(s) (i.e., company/business name) of each consultant.

▲ 26 Did the Applicant/Qualified Vendor use another Application for a QVA and/or an awarded QVA as a resource in preparing this Application or an amendment to the QVA? No

26.1 If "yes", submit a list of the name(s) of each Applicant that submitted an Application and/or the name(s) of each awarded QVA that was used as a resource.

▲ 27 Is the hardcopy of the Qualified Vendor Application package or the QVA Amendment a true copy of the information submitted in electronic form in the QVADS and does it contain all required attachments and submittals? Yes

I have the authority and responsibility to submit this Application and to act as a representative of the Applicant in all phases of the Application process or the Qualified Vendor in all phases of amending as awarded QVA.

The information provided in the Application or any subsequent Amendment, including information entered into the QVADS and any attachments and submittals, is true, correct, and accurate to the best of my knowledge. I understand that any false statements may disqualify this Application from further consideration or be cause for termination of the QVA.

I agree to notify the Division within ten (10) business days of any changes to the information provided in this Application or in any subsequent amendment Amendment of an awarded QVA.

\_\_\_\_\_  
 Authorized Signature Michael A. Pastor, Chairman  
 Gila County Board of Supervisors  
 86-6000444

9-16-14

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Federal Employer Identification Number

**FAILURE TO COMPLETE, SIGN, SUBMIT, AND UPDATE AS NECESSARY THIS FORM MAY BE CAUSE FOR REJECTION OF THE APPLICATION OR TERMINATION OF AN AWARDED QVA.**

**The Division may contact any source available to verify the information submitted in the Application or any subsequent Amendment proposed to an awarded QVA and may use this information and any additional information obtained from the source(s) in evaluating the Application or any subsequent Amendment to an awarded QVA.**

**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:**

**Division of Developmental Disabilities**

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

**AND**

**DATA MANAGER: ARIZONA DEPARTMENT OF ECONOMIC SECURITY**

**Donna Schneider**

*(Division/Administration/Program/Office Name)*

*(Division/Administration/Program/Office Name)*

*(Division/Administration/Program/Office Name)*

*(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/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

**Data is sent by the Division via secure email. Data can be retrieved via the Division secure FTP site.**

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

Contact Name (1): Helene Lopez	Phone: (928)425 -7631, Ex. 8664
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Contact Name (2): Malissa Buzan	Phone: (928) 425 -7631
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Contact Address: 5515 S. Apache Ave. Suite 200, Globe, Arizona 85501

Contact (1) E-Mail Address: hlopez@gilacountyaz.gov	Contact (2) E-Mail Address: mbuzan@gilacountyaz.gov
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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**

**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): **PLEASE COMPLETE**

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

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

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

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

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

**Secure email**

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

**PLEASE COMPLETE**

**PRINT NAME AND TITLE OF AUTHORIZED CONTACT**

Helene Lopez, Program Manager

PHONE NO. (928)425 -7631, Ext. 8664

FAX (928) 425 -9468

E-MAIL hlopez@gilacountyaz.gov

**DATE**

8-13-14

**MAILING ADDRESS/SITE CODE**

5515 S. Apache Ave., 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 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 (1). ADDITIONAL INFORMATION**

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

Print Name <b>Helene Lopez</b>	PHONE NO.	DATE
Signature _____	<b>(928)425 -7631</b>	

**SECTION IV (1-A). RECOMMENDATIONS (Completed by the data managing program)**

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

Print Name	SITE CODE	PHONE NO.	DATE
Signature _____		<b>( ) -</b>	

**SECTION IV (1-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 _____		<b>( ) -</b>	

**SECTION III (2). ADDITIONAL INFORMATION**


Print Name Signature _____	PHONE NO. (   )   -	DATE
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**SECTION IV (2-A). RECOMMENDATIONS (Completed by the data managing program)**

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

Print Name Signature _____	SITE CODE	PHONE NO. (   )   -	DATE
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**SECTION IV (2-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
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**SECTION III (3). ADDITIONAL INFORMATION**


Print Name	PHONE NO.	DATE
Signature _____	(   )   -	

**SECTION IV (3-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 (3-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 III (4). ADDITIONAL INFORMATION**


Print Name Signature _____	PHONE NO. (   )   -	DATE
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**SECTION IV (4-A). RECOMMENDATIONS (Completed by the data managing program)**

Recommend **APPROVAL**

Request is not recommended for approval.

Print Name Signature _____	SITE CODE	PHONE NO. (   )   -	DATE
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**SECTION IV (4-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
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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 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 Michael A. Pastor

Title Chairman, Gila County Board of Supervisors

Signature \_\_\_\_\_

Date \_\_\_\_\_

**For the Department of Economic Security:**

Entity Name Donna Schneider

Print Signatory Name Donna Schneider

Title FOCUS Manager

Signature \_\_\_\_\_

Date 7/24/2014

**For the Department of Economic Security:**

Entity Name \_\_\_\_\_

Print Signatory Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**For the Department of Economic Security:**

Entity Name \_\_\_\_\_

Print Signatory Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**For the Department of Economic Security:**

Entity Name \_\_\_\_\_

Print Signatory Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**For the Department of Economic Security:**

Entity Name \_\_\_\_\_

Print Signatory Name \_\_\_\_\_

Title \_\_\_\_\_

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** \_\_\_\_\_  
 (Signature) DES Chief Information Security Officer (Title) \_\_\_\_\_ (DATE)