PINAL COUNTY
WIDE OPEN OPPORTUNITY

NOTICE OF PUBLIC MEETING AND EXECUTIVE SESSION
PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
AGENDA
Wednesday, March 5, 2025

9:30 AM - CALL TO ORDER

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

BUSINESS BEFORE THE BOARD
(Consideration/Approval/Disapproval of the following:)

(1) **CONSENT ITEMS:**

All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

* A. Discussion/approval/disapproval of Minutes from February 19, 2025, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

* B. Discussion/approval/disapproval of the Intergovernmental Agreement between Pinal County Public Health Services District and University of Arizona for Infectious Disease Case Investigation Services. This agreement will be in effect beginning February 16, 2025, through July 31, 2026. (Kore Redden/Merissa Mendoza)

* C. Discussion/approval/disapproval of Memorandum of Understanding (MOU) between the Arizona Department of Health Services (ADHS) and Pinal County Public Health Services District through the Pinal County Board of Supervisors beginning March 5, 2025, ending March 5, 2030. This data sharing agreement will be used by the Public Health Services District to share and receive vital public health data with ADHS in a secure and mutually agreeable format. (Zia Helgeson-Budrys/Merissa Mendoza)

ADJOURNMENT

(SUPPORTING DOCUMENTS ARE AVAILABLE AT THE CLERK OF THE BOARD OF SUPERVISORS' OFFICE AND AT https://pinal.novusagenda.com/AgendaPublic/)

NOTE: One or more members of the Board may participate in this meeting by telephonic conference call.

The Board may go into Executive Session for the purpose of obtaining legal advice from the County's Attorney(s) on any of the above agenda items pursuant to A.R.S. 38-431.03(A)(3).

In accordance with the requirement of Title II of the Americans with Disabilities Act (ADA), the Pinal County Board of Supervisors and Pinal County Board of Directors do not discriminate against qualified individuals with

disabilities admission to public meetings. If you need accommodation for a meeting, please contact the Clerk of the Board Office at (520) 866-6068, at least (3) three business days prior to the meeting (not including weekends or holidays) so that your request may be accommodated.

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

Meeting Notice of Posting

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

March 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Minutes from February 19, 2025, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time	Who	Approval

ATTACHMENTS:

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Minutes PHSD

PINAL COUNTY
WIDE OPEN OPPORTUNITY

PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS
MINUTES
Wednesday, February 19, 2025
10:34 AM

BOARD OF DIRECTORS

Chairman Stephen Q. Miller
Director, District 3

Vice-Chairman Jeffrey McClure
Director, District 4

Rich Vitiello
Director, District 1

Mike Goodman
Director, District 2

Jeff Serdy
Director, District 5

PINAL COUNTY ADMINISTRATIVE COMPLEX
BOARD OF SUPERVISORS HEARING ROOM
135 N. PINAL STREET
FLORENCE, AZ 85132

All Presentations are attached to the Agenda at:
Click Here to View the Public Health Services District Agenda

and a Video Recording of this meeting can be viewed at:
Click Here to View Video Recording

The Pinal County Public Health Services District Board of Directors convened at 10:34 a.m. on this date. The meeting was called to order by Chairman Miller.

Members Present: Chairman Stephen Q. Miller; Vice-Chairman Jeffrey McClure; Director Rich Vitiello; Director Mike Goodman; Director Jeff Serdy

Staff Present: County Manager, Leo Lew; County Attorney, Brad Miller; Chief Civil Deputy County Attorney, Chris Keller; Clerk of the Board, Natasha Kennedy and Deputy Clerk of the Board, Kyle Hills

(1) **CONSENT ITEMS:**
All items indicated by an asterisk (*) will be handled by a single vote as part of the consent agenda, unless a Board Member, County Manager, or member of the public objects at the time the agenda item is called.

Chairman Miller asked if there were any requests from a Board Member, staff or the audience to remove any consent agenda items for discussion. There being none.

Item Action: Approved Consent Agenda Items A through B of the Pinal County Public Health Services District Agenda

Motion Made By: Supervisor McClure Seconded By: Supervisor Goodman

To approve Consent Agenda Items A through B of the Pinal County Public Health Services District Agenda.

Motion Passed

Ayes: Goodman, McClure, Miller, Serdy, Vitiello (5)

* A. Discussion/approval/disapproval of Minutes from January 29, 2025, Board of Directors Public Health Services District Meeting. (Natasha Kennedy)

* B. Discussion/approval/disapproval of Memorandum of Agreement (MOU) between CAN Community Health Inc., and Pinal County Public Health Services District through the Pinal County Board of Supervisors beginning February 28, 2025, ending February 28, 2028. This agreement will be used by the Public Health Services District to promote access to Pre-Exposure Prophylaxis (PrEP) education and/or services through collaborative work and coordination, provide access to medications for newly diagnosed individuals through Rapid start, and care/treatment of HIV positive individuals that qualify for program services. (Carey Lennon/Merissa Mendoza)

10:35 a.m. – Chairman Miller adjourned the February 19, 2025, Pinal County Public Health Services District Board of Directors Meeting and reconvened the Pinal County Board of Supervisors Meeting.

PINAL COUNTY
PUBLIC HEALTH SERVICES DISTRICT
BOARD OF DIRECTORS

_____
Stephen Q. Miller, Chairman

ATTEST:

_____
Natasha Kennedy, Clerk of the Board

Minutes Prepared By: Kelsey Pickard, Deputy Clerk of the Board

Approval of Minutes: March 5, 2025

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

March 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 82

Dept. #: 359

Dept. Name: Public Health Services District

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of the Intergovernmental Agreement between Pinal County Public Health Services District and University of Arizona for Infectious Disease Case Investigation Services. This agreement will be in effect beginning February 16, 2025, through July 31, 2026. (Kore Redden/Merissa Mendoza)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

Contractual costs will be covered by funding received through ADHS. There will be no impact to the general fund.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

The University shall provide case investigation services, as needed, during surge events and outbreaks. Provide training and on boarding of staff with appropriate documentation and continuing education/training. Weekly reports will be provided to Pinal County Public Health Services District (PCPHSD) on the number of infectious diseases investigated and U of A personnel will enter information into the Arizona Department of Health Services (ADHS) investigative data management system. Also, will cooperate with PCPHSD in all practical matters necessary.

MOTION:

Approve as presented.

History

Time	Who	Approval
2/10/2025 12:13 PM	County Attorney	Yes
2/10/2025 12:56 PM	Grants/Hearings	Yes
2/11/2025 8:05 AM	Budget Office	Yes
2/13/2025 9:28 AM	County Manager	Yes
2/20/2025 4:01 PM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
Original Contract

PINAL COUNTY

INTERGOVERNMENTAL AGREEMENT
BETWEEN PINAL COUNTY AND THE UNIVERSITY OF ARIZONA
FOR INFECTIOUS DISEASE CASE INVESTIGATION SERVICES

This Intergovernmental Agreement (the **"Agreement")** is entered into by and between PINAL COUNTY, a political subdivision of the State of Arizona on behalf of the Pinal County Public Health Services District **("County")** and THE ARIZONA BOARD OF REGENTS acting for and on behalf of the University of Arizona **("University")** for the provision of Infectious Disease Case Investigation Services for the Pinal County Public Health Services District **("PCPHSD").** County and University are sometimes referred to herein individually as a **"Party"** and collectively as the **"Parties".**

RECITALS

WHEREAS, the Parties are authorized to enter into intergovernmental agreements for the purposes of contracting for services, jointly exercising powers common to the contracting parties, and taking joint or cooperative action pursuant to A.R.S. §§ 11-201 *et seq.,* and 11-951 *et seq.;* and

WHEREAS the County has established a Public Health Services District pursuant to A.R.S. §§ 36-181 *et seq.;* and

WHEREAS the County has requested the University provide infectious disease case investigation services.

NOW, THEREFORE, the County and University (collectively, the "Parties"), pursuant to the above and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

1. **PURPOSE AND INTENT.** This IGA sets forth the terms and conditions under which University will work with the County in providing infectious disease case investigation for Pinal County.

2. **TERM, TERMINATION, AND RENEWAL.**
   - **A.** Unless terminated as otherwise provided in the Agreement, this Agreement shall become effective upon final signature and shall remain in effect until July 31, 2026.
   - **B.** Either Party may terminate this Agreement by providing sixty (60) days advance written notice of termination to the other Party.

3. **AGREEMENT TYPE.**
   - **A.** Cost-Reimbursement. Under cost reimbursement compensation, the County will pay the Contractor for allowable incurred costs.

B. County shall provide for reimbursement for services performed. University shall make an accounting of expenditures.

4. **SCOPE OF WORK.** University shall provide infectious disease case investigation services requested by the County.

A. **County** agrees to:

1) Cooperate with University in all practical matters necessary to effectuate the purpose and intent of this Agreement.
2) Make every effort to process payment for acceptable services within thirty (30) calendar days after receipt of said services and a correct invoice.
3) Provide a line list of cases that require investigation services.

B. **University** agrees to:

1) Provide case investigation services, as needed, during surge events and outbreaks.
2) Provide the training and onboarding of staff with appropriate documentation and continuing education/ training as needed.
3) Provide County per email with weekly reports of the number of infectious disease cases investigated with completed key interview variables as well as key timeliness metrics.
4) Enter case information into the ADHS approved statewide investigation data management system MEDSIS, Qualtrics or other approved source.
5) Cooperate with County in all practical matters necessary to effectuate the purpose and intent of this Agreement.
6) Timely submit detailed and itemized monthly invoices to County for all services arising out of this Agreement to the following e-mail or postal address:

financeinvoices@pinal.gov
Pinal County Finance Department
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

5. **SUPERVISION, EQUIPMENT AND MATERIALS.** No employee, agent, or volunteer of a Party shall be deemed to be an employee, agent or volunteer of the other Party. Each Party will be solely and entirely responsible for its acts and the acts of its employees, agents, servants, subcontractors, and volunteers during the performance of this Agreement. Each Party will have total responsibility for all salaries, wages, bonuses, retirement withholdings, worker's compensation, occupational disease compensation,

unemployment compensation, other employment compensation, other employee benefits, and all employer's taxes and premiums concerning the persons who are supplied by that Party in the performance of this Agreement, and each Party agrees to hold the other Party harmless from any liability thereof.

County shall have sole supervisory authority over County personnel, operations, services, property, facilities and materials; and University shall have sole supervisory authority over University personnel, operations and property.

The Parties agree to avoid using the other Party's materials and/or equipment for purposes not directly associated with the purpose and intent of this Agreement without the prior express written consent from the Party to whom the equipment and/or materials belong. However, this provision shall not be construed to prohibit any use of materials or equipment of another Party that is merely nominal, incidental, or on an emergency basis.

6. **RECORDS.** Per A.R.S. § 41-2548(8), University shall retain and shall contractually require each Subcontractor to retain books and records *relating to any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(8), University shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, University or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

7. **INSURANCE.** Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its official operations, duties and activities, and that it will maintain such coverage, at its own expense, for the duration of this Agreement.

8. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996.** The University certifies that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. University certifies that it will cooperate with the County in the course of performance of the Agreement so that both County and University will be in compliance with HIPAA and other compliance officials required by HIPAA and its regulations. University will sign any documents that are reasonably necessary to keep County and

University in compliance with HIPAA, including, but not limited to, business associate agreements.

9. **INDEMNIFICATION.**

A. To the maximum extent permitted by law, each Party (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party, its officers, officials, agents, employees, or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this IGA to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this Section, the parties to this IGA that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to Subsection (8) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.

B. The Parties when involved in a Claim or Claims brought by a third-party have a common interest in a coordinated defense in any lawsuit. In the absence of a conflict and to the extent applicable, the Parties agree to have one lawyer jointly represent the defendants in the lawsuit.

C. The obligations under this Section shall survive the termination of this Agreement.

10. **GENERAL.**

A. Notices. All notices to the other Party required under this Agreement shall be in writing and sent to the following personnel:

If to University: Lauren Zajac, Assistant Vice President
Research Administration
1670 E. Drachman Street, 9th Floor
P.O. Box 210216
Tucson, Arizona 85721-0216
Phone: (520) 621-0724
Email: uahscontracts@email.arizona.edu

If to County: Merissa Mendoza, Director
Pinal County Public Health Services District
P.O. Box 2945
Florence, AZ 85132

B. Authority to Execute. The individuals executing this Agreement on behalf of the Parties

hereto represent that they have authority to execute this Agreement on behalf of such parties, and represent that upon execution, this Agreement shall be binding and no further action is or shall be necessary to make the Agreement enforceable in its entirety.

C. **Compliance with Laws and Policies.** The parties shall comply with all applicable federal, state and local laws, rules, regulations, and Executive Orders, without limitation to those designated within this Agreement. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.

D. **Conflicts of Interest.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.

E. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

F. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the Parties.

G. **E-Verify Requirements.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A Party's or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement.

H. **Governing Law and Venue.** To the maximum extent possible, terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws and regulations of the State of Arizona. Any action relating to this Agreement shall be brought in an Arizona Superior Court provided that nothing herein shall be interpreted as an express or implied waiver of either party's applicable immunity(ies).

I. **Headings.** The section headings throughout this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

J. **Incorporation of Documents.** All documents referred to in this Agreement are hereby incorporated by reference.

K. Interparty Dispute Resolution. If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation within sixty (60) days, the Parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation. The Parties shall mutually agree upon a mediator. Each party agrees to bear its own costs of mediation, and to split the mediator fee. If mediation fails, any claim or action arising out of this Agreement shall be brought in an Arizona Superior Court.

L. Modification. This agreement shall not be modified or extended except by a mutually signed written agreement.

M. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

N. No Third Party Beneficiaries. Nothing in this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement or affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

O. Non-Appropriation. Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.

P. Non-Assignment. This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.

Q. Indirect Rate. The University agrees for any project requested by the County that is funded by State appropriated or other type of State funding, the University shall charge an Indirect Rate no greater than twenty-five percent (25%).

R. Non-Discrimination and Compliance with Civil Rights. To the extent applicable by law, the Parties agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive

Orders 75-5 and 99-4 and any other federal or state laws relating to equal opportunity and nondiscrimination, including the Americans with Disabilities Act.

In the performance of this contract, neither party shall discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

S. Property of the County.

1) Equipment. Except as provided below or otherwise agreed to by the parties, the title to any and all equipment acquired through the expenditure of funds received from the County shall remain the property of the County, and as such shall remain under the sole direction, management and control of the County. When this Agreement is terminated, the disposition of all such property shall be determined by the County. For Fixed Price agreements, when the University provides the services/materials required by the Agreement, any and all equipment purchased by the University remains the property of the University. All purchases of equipment need to be reported to the County.
2) Title and Rights to Materials. It is the intention of the County and University that all material and intellectual property developed under this Agreement be used and controlled in ways to produce the greatest benefit to the parties to this Agreement and the citizens of the State of Arizona. As used in this paragraph, "Material" means all written and electronic information, recordings, reports, findings, research information, abstracts, results, software, data, discoveries, inventions, procedures and processes of services developed by the University and any other materials created, prepared or received by the University and subcontractors in performance of this Agreement. "Material" as used herein shall not include any pre-existing data, information, materials, discoveries, inventions or any form of intellectual property invented, created, developed or devised by University (or its employees, subcontractors or agents) prior to the commencement of the services funded by this Agreement or that may result from University's involvement in other service activities that are not funded by the Agreement.
3) Title and exclusive copyright to all Material shall vest in the State of Arizona, subject to any rights reserved on behalf of the federal government. As State agencies and instrumentalities, both County and University shall have full, complete, perpetual, irrevocable and non-transferable rights to reproduce, duplicate, adapt, make derivative works, distribute, display, disclose, publish and otherwise use any and all Material. The University's right to use Material shall include the following rights: the right to use the Material in connection with its internal, non-profit research and educational activities, the right to

present at academic or professional meetings or symposia and the right to publish in journals, theses, dissertations or otherwise of University's own choosing. University agrees to provide the County with a right of review prior to any publication or public presentation of the Material, and the County shall be entitled to request the removal of its confidential information or any other content the disclosure of which would be contrary to the best interest of the County. Neither party shall release confidential information to the public without the prior expressly written permission of the other, unless required by the State public records statutes or other law, including a court order. Each party agrees to give recognition to the other party in all public presentations or publications of any Material, when releasing or publishing them.

4) In addition, the County and University agree that any and all Material shall be made freely available to the public to the extent it is in the best interest of the County. However, if either party wants to license or assign an intellectual property interest in the material to a third-party for monetary compensation, County and University agree to convene to determine the relevant issues of title, copyright, patent and distribution of revenue. In the event of a controversy as to whether the Material is being used for monetary compensation or in a way that interferes with the best interest of the County, then the County will make the final decision. Notwithstanding the above, "monetary compensation" does not include compensation paid to an individual creator for traditional publications in academia (the copyrights to which are Employee-Excluded Works under ABOR Intellectual Property Policy Section 6- 908C.4.), an honorarium or other reimbursement of expenses for an academic or professional presentation, or an unprofitable distribution of Material.

T. Other Duties Imposed by Law. Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.

U. Relationship of the Parties. Each Party shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.

V. Severability. If any part, term or provision of this Agreement· shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

W. Uncontrollable Events. No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term "uncontrollable event" means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

X. Waiver. The failure of either Party to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

Y. Workers' Compensation. To the extent applicable by law, each Party shall comply with the notice of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker's Compensation benefits or other fringe benefits of said employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the following duly authorized representatives:

For Pinal County:

By: _____
Stephen Q. Miller, Chairman
Board of Directors

_____
Date

For the University:

Elisha Johnson
By: Elisha Johnson (Feb 7, 2025 12:46 MST)
Elisha Johnson, JD
Sr. Director, Clinical Trials & Contracting

02-07-2025
Date

ATTEST:

By: _____
Clerk of the Board

_____
Date

READ AND ACKNOWLEDGED:

By: _____
Kristen Pogreba-Brown, Ph.D., M.P.H.

02-06-2025
_____
Date

APPROVED AS TO FORM:

_____
Deputy County Attorney

_____
Date

PINAL COUNTY

Appendix A

Annual Services Cost Reimbursement Estimations

Description	Frequency	Estimated Total (Annually)
Personnel/Salaries	Monthly as cost incurred	Estimated $477,225
Fringe Benefits/ Employee- Related Expenses	Monthly as cost incurred	Estimated $106,775
Operational expenses (IT, computers)	Monthly as cost incurred	Estimated $8,000
Indirect (F&A Costs)	Monthly as cost incurred	Estimated $58,000
Total		**Estimated $650,000**

This contract shall not exceed $650,000 annually

95955_IGA_Pinal County_15412_IGA_Pogreba-Brown

Final Audit Report 2025-02-07

Created:	2025-02-06
By:	Hannah Curtin (hannahcurtin@arizona.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjI8omK3Jsbp3rfH4ZFpsdpIcJIdKOMk5

"95955_IGA_Pinal County_15412_IGA_Pogreba-Brown" History

Document created by Hannah Curtin (hannahcurtin@arizona.edu)
2025-02-06 - 10:16:29 PM GMT- IP address: 70.190.252.127

Document emailed to Kristen Pogreba Brown (kpogreba@arizona.edu) for signature
2025-02-06 - 10:17:21 PM GMT

Email viewed by Kristen Pogreba Brown (kpogreba@arizona.edu)
2025-02-06 - 10:38:48 PM GMT- IP address: 172.56.209.138

Document e-signed by Kristen Pogreba Brown (kpogreba@arizona.edu)
Signature Date: 2025-02-06 - 10:39:39 PM GMT - Time Source: server- IP address: 172.56.209.138

Document emailed to Elisha Johnson (elishajohnson@arizona.edu) for signature
2025-02-06 - 10:39:41 PM GMT

Email viewed by Elisha Johnson (elishajohnson@arizona.edu)
2025-02-07 - 7:45:51 PM GMT- IP address: 180.149.17.32

Document e-signed by Elisha Johnson (elishajohnson@arizona.edu)
Signature Date: 2025-02-07 - 7:46:15 PM GMT - Time Source: server- IP address: 69.244.15.183

Agreement completed.
2025-02-07 - 7:46:15 PM GMT

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

March 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #: 257

Dept. #: 359

Dept. Name: Public Health

Director: Merissa Mendoza

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Discussion/approval/disapproval of Memorandum of Understanding (MOU) between the Arizona Department of Health Services (ADHS) and Pinal County Public Health Services District through the Pinal County Board of Supervisors beginning March 5, 2025, ending March 5, 2030. This data sharing agreement will be used by the Public Health Services District to share and receive vital public health data with ADHS in a secure and mutually agreeable format. (Zia Helgeson-Budrys/Merissa Mendoza)

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

No impact to the General Fund.

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

Approve as presented.

History

Time	Who	Approval
2/25/2025 1:47 PM	County Attorney	Yes
2/25/2025 3:38 PM	Grants/Hearings	Yes
2/27/2025 9:28 AM	Budget Office	Yes
2/27/2025 9:31 AM	County Manager	Yes
2/27/2025 9:51 AM	Clerk of the Board	Yes

ATTACHMENTS:

Click to download
Original MOU

DSA2025-025 MOU

MEMORANDUM OF UNDERSTANDING

FOR THE SHARING OF PUBLIC HEALTH DATA

BETWEEN

THE ARIZONA DEPARTMENT OF HEALTH SERVICES

AND

Pinal County Public Health Services District

WHEREAS, the Arizona Department of Health Services (ADHS) is a division of the State of Arizona established to promote and protect public health and welfare through the operation of health related programs within the state.

WHEREAS, the Pinal County Public Health Services District (PCPHSD) is a federally recognized Public Health Authority, pursuant to the requirements of the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (HIPAA) and applicable law, established to promote and protect the public health and welfare of Native American Tribal entities and people through the operation of health-related programs within the United States.

WHEREAS, ADHS and PCPHSD recognize the need to set forth and define the terms under which ADHS will provide data files to PCPHSD containing public health records for the development of community health profiles and other general public health surveillance activities and Public Health Practice performed by PCPHSD.

NOW, THEREFORE, in consideration of the mutual promises and representations set forth in this Memorandum of Understanding (MOU), PCPHSD and ADHS mutually agree as follows:

1. **DEFINITIONS.** Capitalized terms used herein shall have the meanings set forth in this Section one (1).

1.1 "**Authorized Persons**" means: ADHS and PCPHSD employees or contractors who have a need to know or otherwise access protected information including Personally Identifying Information to enable ADHS and PCPHSD to perform their missions in conformance with the requirements of state statutes, rules, and this MOU; and who are bound in writing by confidentiality obligations sufficient to protect all protected information including Personally Identifying Information in accordance with the terms and conditions of this MOU and applicable law.

1.2 **"Confidential Information"** means information that is protected from unauthorized disclosure based on laws, regulations, and other legal agreements. For purposes of this MOU, it includes Personally Identifying Information, Protected Health Information, and Public Health Data.

1.3. "**Personally Identifying Information**" means: information provided by ADHS to PCPHSD, or by PCPHSD to ADHS that: (i) identifies or can be used to identify an

individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). ADHS' business contact information is not by itself deemed to be Personal Information.

1.4. "**Public Health Data**" means: health information organized and maintained by ADHS or by PCPHSD that is received under applicable law, including, but not limited to, patient names, mailing addresses and geocodes, dates of birth and death, gender, race, ethnicity, discharge status, disease codes, procedures performed and other information reported to ADHS or PCPHSD under applicable law. The elements of data shared and specific restrictions of their use under this MOU are fully described in sub-section 2.2, (Scope) and section nineteen (19), (Data Use and Ownership).

1.5. **"Public Health Practice"** means interventions designed solely to enhance the well-being of the specific subject population identified in this MOU, and which have reasonable expectation of success.

1.6. **"Quality Assurance (QA)"** means: activities that are established for the purposes of reducing morbidity and mortality and for improving the quality of health care and/or for encouraging proper utilization of healthcare services and facilities through the review of the qualifications, professional practices, training, experience, patient care, conduct, processes, or data of licensed health care providers.

1.7. **"Research"** means: a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Activities which meet this definition constitute research for purposes of this MOU, whether or not they are conducted or supported under a program which is considered research for other purposes. For example, some demonstration and service programs may include research activities.

1.8. "**Security Breach**" means: (i) any act or omission that materially compromises either the security, confidentiality or integrity of Personally Identifying Information or the physical, technical, administrative or organizational safeguards put in place by ADHS and PCPHSD or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy practices of ADHS and PCPHSD or any Authorized Persons or a breach or alleged breach of this MOU relating to such privacy practices.

1.9. "**Statutory Public Health Authority - SPHA**" means: an agency or authority of the United States government, a State, a territory, a political subdivision of a State or territory, or Indian tribe that is responsible for public health matters as part of its official mandate, as well as a person or entity acting under a grant of authority from, or under a contract with, a public health agency, including the employees or agents of

such public health agency or its contractors or persons or entities to whom it has granted authority, that is responsibility for public health matters as part of its official mandate. For the purposes of this agreement, 'SPHA' refers to both ADHS and PCPHSD.

2. PURPOSE AND SCOPE OF AGREEMENT

2.1. Purpose

Subject to availability of data and resources, ADHS and PCPHSD agree to provide one another with Public Health Data as defined in section 2.2.1 of this MOU in a mutually agreeable format.

2.2. Scope

Subsection 2.1 notwithstanding, the Parties agree that ADHS and PCPHSD do not require, and shall not provide (except upon specific request) data files containing any of the following information related to any individual county resident: (i) signatures, telephone numbers, e-mail addresses; (ii) employee identification numbers, passwords or PINs, credit report information, answers to security questions and other similar personal identifiers; (iii) individual's government-issued identification number (including driver's license number or state-issued identified number); and (iv) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual's financial account or accounts.

2.2.1. Selection Criteria

ADHS will select records for inclusion and release to PCPHSD if the record meets any of these criterion: for residents within the jurisdictional boundary of PCPHSD, or which has been submitted by a facility within the jurisdictional boundary of PCPHSD, or human remains transported within the jurisdictional boundary of PCPHSD. Data elements that ADHS will provide in the data sets may include any data element permitted by this MOU and that is specifically requested by PCPHSD for inclusion.

2.2.2. Data Requests

To request data the requesting Agency shall submit a list of the Authorized Persons who shall receive or have access to data shared under this MOU to the Agency holding the data, along with specific data elements requested to be provided. Under this MOU both ADHS and PCPHSD may request updated data as needed. For data to be shared, both agencies must agree to the sharing of data requested. Following initial release of data under this MOU, ADHS or PCPHSD may request updated data as needed.

2.2.3 Data Elements

The data that will be provided by ADHS to PCPHSD or by PCPHSD to ADHS under this MOU include all those listed in the Table in Exhibit A, and as further defined and limited within any other exhibit attached to this MOU.

2.2.4 Data Transfer Methods

The method of data sharing will be in a manner agreeable to ADHS and PCPHSD, and which meets the requirements of ADHS and PCPHSD to assure the security of the data as follows:

2.2.4.1 Encrypted file transfer using Secure File Transfer Protocol (SFTP). The data file will be posted to a web accessible ADHS server by ADHS, where it can be accessed only by PCPHSD. The PCPHSD staff designated to access the SFTP file transfer site must be Authorized Persons for the data element(s) they receive, and must use an ADHS issued userid and secure password to access the SFTP site.

2.2.4.2 Direct Access to ADHS application software (front end) or database tables (back end) by PCPHSD staff designated as Authorized Persons for the data element(s) they are accessing. To utilize this method of access, PCPHSD must demonstrate that the Information Technology network from which Authorized Users will have Direct Access meets and maintains all applicable data security requirements of ADHS and PCPHSD.

2.3. **Inadvertent Disclosure**

In the event that ADHS or PCPHSD is inadvertently provided with data files containing any of the information listed in subsection 2.2, they will notify the agency sending the data of the disclosure and delete or destroy such data files upon request.

3. NO SUPERSESSION OF PAST AGREEMENTS

This MOU is intended to and **shall** supersede or replace any currently valid MOU in place between ADHS and PCPHSD regarding the sharing of Public Health Data identified under Exhibit A of this MOU.

4. TERM OF THE AGREEMENT

The Term of this MOU shall commence upon signature of both parties and shall continue for a period of five (5) years thereafter, unless terminated, or canceled as otherwise provided herein.

5. CONTRACT EXTENSION

This MOU shall not exceed a total of five (5) years from the effective date of the MOU.

6. TERMINATION

6.1. This MOU remains in effect as provided in Sections four (4) and five (5) or until the MOU is otherwise terminated under the following terms and conditions:

6.1.1. **Termination without Cause**

Both ADHS and PCPHSD may terminate this MOU at any time with thirty (30) calendar days' notice, in writing, specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

6.1.2. **Termination for Default**

The ADHS and PCPHSD reserve the right to terminate the MOU in whole or in part due to the failure of the other Agency to comply with any material obligation, term or condition of this MOU. Both Agencies agree to provide written notice detailing the area of alleged lack of compliance or non-performance and to provide thirty (30) days to correct the alleged lack of compliance or non-performance prior to termination for default.

6.1.3. **Cancellation for Conflict of Interest**

Pursuant to A.R.S. § 38-511, ADHS and PCPHSD may cancel this MOU within three (3) years after MOU execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this MOU becomes at any time while the MOU or an extension of the MOU are in effect, an employee of or a consultant to the other party to this MOU with respect to the subject matter of the MOU. The cancellation shall be effective upon receipt of the written notice of cancellation, unless the notice specifies a later time.

7. SECURITY OF CONFIDENTIAL INFORMATION

7.1. ADHS and PCPHSD shall monitor the use of all Public Health Data disclosed under this MOU, including but not limited to Personal Identifying Information, and to carefully restrict the use and disclosure of such information as provided for herein.

7.2. **Survival of Duty to Protect Confidential Information**

It is understood and agreed by the Parties that the obligations set forth in this Section seven (7), shall survive the expiration or termination of this MOU, except as

expressly provided for herein.

7.3. **Minimum Safeguards for PHI**

ADHS and PCPHSD shall carefully restrict use and access to Personally Identifying Information shared under this MOU solely to Authorized Persons and shall ensure that the following minimum safeguards to prevent a Security Breach in a manner consistent with the requirements of this MOU or applicable law. These safeguards shall, at the minimum, require that ADHS and PCPHSD and their Authorized Persons:

7.3.1. Prohibit Personally Identifying Information supplied under the terms of this MOU from being released or disclosed to anyone not working at ADHS or PCPHSD as an Authorized Person.

7.3.2. Ensure that any Authorized Persons, including any agent, or subcontractor to ADHS or PCPHSD, to whom ADHS or PCPHSD provides confidential information, or Personally Identifying Information under this MOU, agrees to the same restrictions and conditions that apply through this MOU to ADHS and PCPHSD with respect to such information.

7.3.3. Secure all printouts containing individual identifiers or confidential data in a locked vault, file cabinet or other method reasonably necessary to protect the confidential information.

7.3.4. Store all data shared under this MOU only on secured servers or encrypted devices within ADHS or PCPHSD. At the termination of this MOU, all data shared under this MOU shall be securely deleted consistent with the requirements of this MOU and applicable law.

7.3.5. Provide one another with a description of the security measures that are in place to maintain the confidentiality of the data being received under this MOU. ADHS and PCPHSD will consider the items described in the document titled "Security Considerations for Applicants" prepared by the ADHS HSRB (https://www.azdhs.gov/documents/director/administrative-counsel-rules/HSRB_SecurityChecklist.pdf).

7.3.6. ADHS and PCPHSD will provide to one another upon request, a current list of Authorized Persons, and evidence that all Authorized Persons who have access to the Public Health Data shared under this MOU have participated in any required training and signed any documents that are necessary to keep both ADHS and PCPHSD in compliance with HIPAA, including but not limited to, Business Associate Agreement, user confidentiality affirmation statement, HIPAA training certification or other HIPAA related compliance documents, if applicable.

7.3.7. Provide or continue to provide on another with a copy of procedures for notification of any Security Breach, which shall include a requirement that any user of the Public Health Data shared under this MOU shall immediately notify

a designated individual at the agency which owns the data of any known or reasonably suspected Security Breach.

7.3.8. Maintain a log of all encrypted devices and identification numbers of those devices that are authorized to transmit, receive or store the Public Health Data shared under this MOU, until the data is destroyed. ADHS and PCPHSD may request a copy of the log at any time during the term of the MOU or until the data is destroyed.

7.3.9. Make clear to all Authorized Persons and other ADHS and PCPHSD employees with a need to know that they are prohibited from storing Public Health Data on non-encrypted flash drives, CDs, external drives, smart phones or other non- networked hard drives.

7.3.10. Provide to the Agency that owns the data prompt proof of the complete destruction of the original data and any copies or subsidiary data sets containing Personally Identifying Information that are developed from the original data upon the conclusion of this MOU or at such time that such destruction is required by applicable law and in accordance with the agreed retention schedule in the Exhibit A table of this MOU.

7.3.11. Take all reasonable steps to ensure that Authorized Persons who have access to the Public Health Data shared under this MOU shall maintain the same in strict confidence after the termination of this MOU; provided that ADHS and PCPHSD's obligations hereunder shall not apply to information that:

7.3.11.1.1. Was already known to the receiving party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or

7.3.11.1.2. Is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or

7.3.11.1.3. Is independently developed by the receiving party by individuals without access to such information, as demonstrated by contemporaneous, written documentation.

7.3.12 As mandated under ARS 36-302(B)3, which prohibits the organization, operation, or maintenance of any alternative system of vital records, data shared under this agreement shall not be retained longer than the term specified under the Exhibit A table for that item, and the custodial agency holding the data agrees to provide a Certificate of Destruction to the data owner Agency upon destruction of shared data.

7.3.13 ADHS and PCPHSD shall not release data shared under this agreement, or disclose information contained in data records shared under this agreement, in response to any legally enforceable order, subpoena, or other regulation

(ORDER), without giving the other Agency notice and an opportunity to discuss and or object to the production. All legally enforceable orders, subpoenas, or other regulations (ORDERS) received by the custodian of data shared under this agreement will be referred immediately its legal counsel and the legal counsel of the data owner agency for consideration. It is the intent of this provision that the two Agencies will cooperate and discuss the merits of producing and/or objecting to the release of any data covered by this agreement before any data is released by either Agency.

7.4. **Security Breach**

In the event of a Security Breach, pursuant to A.R.S. § 44-7601, A.R.S § 18-545 and any other applicable law, ADHS and PCPHSD agree to collaborate with each other on the investigation, mitigation, remediation and, if necessary, breach notification of citizens. Pursuant to A.R.S. § 41-3507, ADHS and PCPHSD shall notify the Arizona Strategic Enterprise Technology (ASET) Statewide Information Security and Privacy Office (SISPO) immediately upon becoming aware or receiving notice of a Security Breach.

8. NON-DISCRIMINATION

The Parties shall comply with Executive Order 75-5 as modified by Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

9. RECORDS AND RIGHT OF INSPECTION

Under A.R.S. § 35-214 and § 35-215, ADHS and PCPHSD shall retain all data and other records (“records”) relating to the MOU for no longer than the specified data destruction schedule for each item specified in the Exhibit A table after the completion of the MOU, and shall provide a certificate of destruction to the data owner when the data are destroyed. All records held by ADHS or PCPHSD that were received under this MOU shall be subject to inspection and audit by the agency that shared them at reasonable times. ADHS and PCPHSD agree to mutually provide the right of access to those servers or drives used for the storage of Personally Identifying Information, at reasonable times, in order to monitor and evaluate performance, compliance, and/or Quality Assurance under this MOU.

10. ARBITRATION

The parties to this MOU agree to resolve all disputes arising out of or relating to this MOU, after exhausting applicable administrative review, through arbitration to the extent required by A.R.S. §12-1518.

11. AMENDMENT OR MODIFICATIONS

No amendment or modifications to this MOU, including any amendment or modification of this Section, shall be effective unless the same is in writing signed by the Parties.

12. ARIZONA LAW

The law of Arizona applies to this MOU.

13. RELATIONSHIP OF PARTIES

ADHS and PCPHSD warrant that they are acting as independent Agencies under this MOU. Neither party to this MOU shall be deemed to be the employee or agent of the other party to the MOU.

14. SEVERABILITY

The Provisions of this MOU are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the MOU.

15. NO PAROLE EVIDENCE

This MOU is intended by the parties to be a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

16. NO WAIVER

Either Party's failure to insist on strict performance of any term or condition of the MOU shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

17. HEADINGS

Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

18. ADVERTISING AND PROMOTION OF CONTRACT

ADHS and PCPHSD shall not advertise, publish, or re-release any information for commercial benefit concerning this MOU without the prior written approval of the Procurement Officer of the sharing Agency, and the ADHS Human Subject Review Board (HSRB).

19. DATA USE AND OWNERSHIP

19.1 Each agency will use data shared under this MOU exclusively for approved activities mutually agreed by the parties to this MOU.

19.2 Proposed use of data shared under this MOU for Research shall first be reviewed and approved by a mutually agreed designated institutional review body (IRB or HSRB). If it is unclear to either party to this MOU whether the data use is Research or public health practice or both, then a clarification shall be requested from the designated institutional review body (IRB or HSRB).

19.3 ADHS or PCPHSD activities using the data shared under this MOU that generate external papers, or publications for dissemination outside of the custodial agency must have specific written review and clearance from the data owner before release. Requests for review and clearance shall be responded to within a reasonable time, and no later than thirty (30) calendar days.

19.4 The agency that owns the data as shown in the Exhibit A table under this MOU shall be cited as the source of the data in tables, reports, presentations, and scientific papers, and the publishing agency or its corresponding authors shall be cited as the source of interpretations, calculations, or manipulations of data.

19.5 The agency that owns the data as shown in the Exhibit A table under this MOU retains exclusive ownership of the data shared with the receiving agency except as described under subsection 19.7 of this MOU. Any release, or modified re-release of data shared under this MOU that is not specifically allowed under section 7.3.11 of this MOU requires prior approval by the agency that owns the data.

19.6 Any legal order or subpoena received by an agency in custody of data owned by the other agency, and regarding data owned by the other agency, shall immediately refer the orders or subpoenas to the legal counsel of the agency that owns the data, and shall take no actions, and make no decisions regarding the order or subpoena except as first directed by legal counsel of the data owner. The agency in custody may object to producing the data required under the legal order or subpoena.

19.7 In the case that data ownership in section 2.2.3 of this MOU is designated to PCPHSD in the Exhibit A Table, but the data are held in an ADHS system (such as MEDSIS), then the data become the exclusive ownership of PCPHSD when downloaded or extracted from the ADHS system in which the data are held.

20. NOTICES, CORRESPONDENCE AND REPORTS

20.1. Notices, correspondence and reports from PCPHSD to ADHS shall be sent to:

Arizona Department of Health Services
Attn. Public Health Data Sharing, Bureau of Public Health Statistics
150 N. 18th Avenue, Suite 550

Phoenix, AZ 85007
Phone: (602) 542-8064

20.2. Notices, correspondence, and reports from ADHS to PCPHSD shall be sent to:

Pinal County Public Health Services District
Attn: Tascha Spears, Ph.D., M.Sc., RN, Director
971 N. Jason Lopez Circle, BLDG. D
P.O. Box 2945
Florence, Arizona 85132-2945
Phone: 520-705-4841

Signatures/Approvals:

For Pinal County Health Services:

Tascha Spears
Pinal County Director

Date: 2/19/2021

For Arizona Department of Health Services:

Chief Procurement Officer

Date:

EXHIBIT A – TABLE 1 – PUBLIC HEALTH DATA SHARED UNDER THE MOU

DATA SET	PII	PHI	Principle	Custodial Program	Data Owner	Allowed Purpose	HSRB	Attachments	Retention
Vital Records Confidential Birth Data	Y	Y		PCPHSD	ADHS	Public Health Use	ADHS	Exhibit B*	5 year limit from date of receipt
Vital Records Confidential Death Data	Y	Y		PCPHSD	ADHS	Public Health Use	ADHS	Exhibit C*	5 year limit from date of receipt
Vital Records Fetal Death	Y	Y		PCPHSD	ADHS	Public Health Use	ADHS	Exhibit D*	5 year limit from date of receipt
Hospital Discharge Limited Data Sets (ED and IP)	Y	Y		PCPHSD	ADHS	Public Health Use	ADHS	Exhibit E*	5 year limit from date of receipt
BRFSS	Y	N		PCPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit F*	5 year limit from date of receipt
MEDSIS Infectious Disease Data	Y	Y		PCPHSD	PCPHSD	Public Health Qualifying Activity	PCPHSD	Exhibit G*	None
Sexually Transmitted Diseases Data (PRISM)	Y	Y		PCPHSD	PCPHSD	Public Health Qualifying Activity	PCPHSD	Exhibit H*	None

DATA SET	PII	PHI	Principle	Custodial Program	Data Owner	Allowed Purpose	HSRB	Attachments	Retention
Immunization Data	Y	Y		PCPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit I*	5 year limit from date of receipt
HIV Data (EHARS)	Y	Y		PCPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit J*	5 year limit from date of receipt
Arizona State Trauma Registry Data	Y	Y		PCPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit K*	5 year limit from date of receipt
Tuberculosis Surveillance Case Data	Y	Y		PCPHSD	PCPHSD	Public Health Qualifying Activity including case intervention	PCPHSD	Exhibit P*	None
MEDSIS Non-Infectious Disease Data	Y	Y		PCPHSD	PCPHSD	Public Health Qualifying Activity	PCPHSD	Exhibit Q*	None
MEDSIS Environmental Exposure Data	Y	Y		PCPHSD	PCPHSD	Public Health Qualifying Activity	PCPHSD	Exhibit R*	None

*attachments specify which elements of each data set are shared, and may be revised from time to time through amendment of this MOU

EXHIBIT B

ARIZONA VITAL RECORDS BIRTH DATA – De-Identified Data Set

Allowable Purpose:

Data are allowed to be exchanged by ADHS and PCPHSD for conducting Public Health practice, Public Health Surveillance, Quality Assurance, and approved research activity. Specific research projects must be approved as described in this MOU.

Limitations on Data Use:

Data may only be used as described above, no identifiable information may be published, no contact may be attempted with agencies or individuals contained in the data unless approved as described above.

Principle Contacts:

Arizona Department of Health Services

Bureau of Vital Records – Bureau of Public Health Statistics

150 N 18th Avenue, Suite 581

Phoenix, AZ, 85007

Phone: (602) 364-3048

Frequency of Data Release:

Yearly, after the final vital records Birth non-PII data file has been closed, cleaned, and finalized, typically by the first day of August.

Selection Criteria:

As agreed by ADHS and PCPHSD that data shared will be limited to records that match the selection criteria described in section 2.2.1 of this MOU.

EXHIBIT C

ARIZONA VITAL RECORDS DEATH DATA – De-Identified Data Set

Allowable Purpose:

Data are allowed to be exchanged by ADHS and PCPHSD for conducting Public Health practice, Public Health Surveillance, Quality Assurance, and approved research activity. Specific research projects must be approved as described in this MOU.

Limitations on Data Use:

Data may only be used as described above, no identifiable information may be published, no contact may be attempted with agencies or individuals contained in the data unless approved as described above.

Principle Contacts:

Arizona Department of Health Services

Bureau of Vital Records – Bureau of Public Health Statistics

150 N 18th Avenue, Suite 581

Phoenix, AZ, 85007

Phone: (602) 364-3048

Frequency of Data Release:

Yearly, after the final vital records Death non-PII data file has been closed, cleaned, and finalized, typically by the first day of August.

Selection Criteria:

As agreed by ADHS and PCPHSD that data shared will be limited to records that match the selection criteria described in section 2.2.1 of this MOU.

EXHIBIT D – VITAL RECORDS FETAL DEATH DATA SET

Fields shared:

All included in non-pii data file.

Frequency of Data Sharing:

PII Year-To-Date data file provided via encrypted Secure File Transfer Protocol (SFTP) or PII data provided through direct database link on a scheduled frequency as requested by "ACRONYM». A designated contact at PCPHSD will be granted credentials for SFTP access to the ADHS SFTP server to facilitate data transfer, or a direct access link and query defined to pull data appropriate for the county.

Allowable Data Uses:

Public Health uses including surveillance, assessments, quality controls, interventions, and other public health related activity.

Data Query Code Used:

```
/*options nosource nonotes;*/
libname fetd oracle path="vtrain1" schema=AZ_VSIMS_full user=&orauser.
password=&ORAPSWD. readbuff=5000
multi_datasrc_opt=in_clause read_lock_type=nolock dbindex=YES access=readonly;

libname fd '\\vitalrecords\data\FetalDeath-PII\DEVO\CDR';
data datetime;
   y2="'"||strip(put(year(intnx('year',today(),-1,'end')),4.))||"'";
   y1="'"||strip(put(year(intnx('year',today(),-0,'end')),4.))||"'";
   y3=input(strip(put((year(today())-1),4.)),best12.);
   call symput('YRN',y3);
   call symput('YRT',y2);
   call symput('YRT2',y1);
run;
proc sql _method outobs=max feedback SORTMSG;
create table fdeath as
select f.*,
intck('YEAR',mdy(mothers_birth_month,mothers_birth_day,mothers_birth_year),datepart(d
ate_delivery),'C') as mothers_age_at_delivery,
intck('YEAR',mdy(father_birth_month,father_birth_day,father_birth_year),datepart(date
_delivery),'C') as fathers_age_at_delivery
from fetd.fetal_death_view f
where year(datepart(date_delivery))>=&YRN.;
quit;
%MACRO REPORTS (COUNTY);
data datetime;
      M=strip(put(month(intnx('month',today(),-1,'end')),2.));
      y=strip(put(year(intnx('month',today(),-1,'end')),4.));
      county=&COUNTY.;
      county2=compress(county);
    pathE='"\\VITALRECORDS\DATA\FETALDEATH-PII\DEVO\CDR\';
      path5=strip(pathe)||strip(county)||'_FETALDEATHS_'||strip(y)||'.csv"';
```

```
      filename3=strip(county2)||'_fetaldeaths'||'_'||strip(y);
    call symput('YRT',y);
      call symput('path5',path5);
      call symput('fn3',filename3);
run;
/* Fetal Death By County */
PROC SQL;
CREATE TABLE fd.&FN3. AS
SELECT *
FROM WORK.FDEATH
WHERE year_delivery=&YRN.
AND (MOTHER_CURRENT_COUNTY=&COUNTY. OR DELIVERY_COUNTY=&COUNTY.);
QUIT;

proc export data=dfd.&fn3. outfile=&path6.
   dbms = csv replace;
quit;

%MEND;
%ANNUAL_REPORTS (&COUNTY.);
```

EXHIBIT E - ARIZONA HOSPITAL DISCHARGE DATA – Standard Limited Data Set

Allowable Purpose:

Data are allowed to be exchanged by ADHS and PCPHSD for conducting Public Health practice, Public Health Surveillance, Quality Assurance, and approved research activity. Specific research projects must be approved as described in this MOU.

Limitations on Data Use:

Data may only be used as described above, no identifiable information may be published, no contact may be attempted with agencies or individuals contained in the data unless approved as described above.

Principle Contacts:

Arizona Department of Health Services

Bureau of Public Health Statistics Hospital and Cost Reporting Program

150 N 18th Avenue, Suite 581

Phoenix, AZ, 85007

Phone: (602) 364-3048

Fields Shared:

Fields shared:

AZ_FAC_ID	R078X_TELEMEDICINE	ECODE_1
HOSPITAL_NPI	R079X_EXTRA_CORP_SHOCK	ECODE_1_POA
PT_MEDICAL_REC_NUMBER	R080X_IP_RENAL_DIALYSIS	ECODE_2
PT_CONTROL_NUMBER	R081X_ACQUIRE_BODY_COMP	ECODE_2_POA
PT_NAME	R088X_MISC_DIALYSIS	ECODE_3
PT_ADDRESS	R090X_BEHAVIORAL_HEALTH	ECODE_3_POA
PT_CITY	R091X_BEHAVIORAL_EXT_090X	ECODE_4
PT_STATE	R092X_OTHER_DIAGNOSTIC	ECODE_4_POA
PT_ZIP_CODE	R094X_OTHER THERAPEUTIC	ECODE_5
PT_COUNTRY_CODE	R095X_OTHER_THERA_EXT_094X	ECODE_5_POA
HOMELESS_INDICATOR	R096X_PROFESSIONAL_FEES	ECODE_6
BIRTH_DATE	R097X_PROF_FEES_EXT_096X	ECODE_6_POA
SEX	R098X_PROF_FEES_EXT_097X	ACCIDENT_STATE
RACE_ETHNICITY	R099X_PATIENT_CONVENIENCE	PRINCIPAL_PROCEDURE
MARITAL_STATUS	R210X_ALTERNATIVE_THERAPY	PRINCIPAL_PROCEDURE_DATE
ONSET_SYMPTOMS_DATE	RALL_OTHER_REVENUE	PROCEDURE_2
ADMISSION _DATE	R0710_NURSERY_GENERAL	PROCEDURE_2_DATE
ADMISSION_HOUR	R0171_NURSERY_LEVEL_1	PROCEDURE_3
PRIORITY_OF_VISIT	R0172_NURSERY_LEVEL_2	PROCEDURE_3_DATE
SOURCE_OF_VISIT	R0173_NURSERY_LEVEL_3	PROCEDURE_4
DISCHARGE_DATE	R0174_NURSERY_LEVEL_4	PROCEDURE_4_DATE
DISCHARGE_HOUR	R0179_NURSERY_OTHER	PROCEDURE_5
DISCHARGE_STATUS	IRF_PPS_CMG	PROCEDURE_5_DATE

NEWBORN_BIRTH_WEIGHT	DRG	PROCEDURE_6
DO_NOT_RESUSCITATE	DRG_VERSION	PROCEDURE_6_DATE
BILL_CREATION_DATE	ICD_VERSION	PROCEDURE_7
TOTAL_CHARGES	REASON_FOR_VISIT_1	PROCEDURE_7_DATE
PAYER_TYPE	REASON_FOR_VISIT_2	PROCEDURE_8
R010X_ALL_INCLUSIVE_RATE	REASON_FOR_VISIT_3	PROCEDURE_8_DATE
R011X_RB_PRIVATE	ADMITTING_DIAGNOSIS	PROCEDURE_9
R012X_RB_SEMI_PRIVATE	PRINCIPAL_DIAGNOSIS	PROCEDURE_9_DATE
R013X_RB_3_4_BEDS	PRINCIPAL_DIAGNOSIS_POA	PROCEDURE_10
R014X_RB_DELUXE_PRIVATE	DIAGNOSIS_2	PROCEDURE_10_DATE
R015X_RB_WARD	DIAGNOSIS_2_POA	PROCEDURE_11
R016X_RB_OTHER	DIAGNOSIS_3	PROCEDURE_11_DATE
R018X_LEAVE_OF_ABSENCE	DIAGNOSIS_3_POA	PROCEDURE_12
R019X_SUBACUTE	DIAGNOSIS_4	PROCEDURE_12_DATE
R020X_INTENSIVE_CARE	DIAGNOSIS_4_POA	ATTENDING_PROV_NAME
R021X_CORONARY_CARE	DIAGNOSIS_5	ATTENDING_PROV_NPI
R022X_SPECIAL_CHARGES	DIAGNOSIS_5_POA	ATTENDING_PROV_LICENSE
R023X_INCREMENTAL_NURSING	DIAGNOSIS_6	ATTENDING_PROV_BOARD
R024X_ALL_INCLUSIVE_ANCILLARY	DIAGNOSIS_6_POA	OPERATING_PROV_NAME
R025X_PHARMACY	DIAGNOSIS_7	OPERATING_PROV_NPI
R026X_IV_THERAPY	DIAGNOSIS_7_POA	OPERATING_PROV_LICENSE
R027X_MED_SURG_SUPPLIES	DIAGNOSIS_8	OPERATING_PROV_BOARD
R028X_ONCOLOGY	DIAGNOSIS_8_POA	OTHER_PROV_NAME
R029X_DURABLE_MEDICAL_EQUIP	DIAGNOSIS_9	OTHER_PROV_NPI
R030X_LABORATORY	DIAGNOSIS_9_POA	OTHER_PROVIDER_LICENSE
R031X_LAB_PATHOLOGY	DIAGNOSIS_10	OTHER_PROVIDER_BOARD
R032X_RADIOLOGY_DIAGNOSTIC	DIAGNOSIS_10_POA	RECORD_TYPE
R033X_RADIOLOGY_THERA_CHEMO	DIAGNOSIS_11	N_ADDRESS
R034X_NUCLEAR_MEDICINE	DIAGNOSIS_11_POA	N_CITY
R035X_CT_SCAN	DIAGNOSIS_12	N_STATE
R036X_OPER_ROOM_SVCS	DIAGNOSIS_12_POA	N_ZIP
R037X_ANESTHESIA	DIAGNOSIS_13	N_ZIP4
R038X_BLOOD_COMPONENTS	DIAGNOSIS_13_POA	N_LON
R039X_BLOOD_ADMIN	DIAGNOSIS_14	N_LAT
R040X_OTHER_IMAGING	DIAGNOSIS_14_POA	N_MCODE
R041X_RESPIRATORY	DIAGNOSIS_15	N_LCODE
R042X_PHYSICAL_THERAPY	DIAGNOSIS_15_POA	N_COUNTY
R043X_OCCUPATIONAL_THERAPY	DIAGNOSIS_16	N_TRACT2
R044X_SPEECH_THERAPY	DIAGNOSIS_16_POA	N_BLOCK
R045X_EMERGENCY_ROOM	DIAGNOSIS_17	CHAA
R046X_PULMONARY_FUNCTION	DIAGNOSIS_17_POA	CHAA_ID
R047X_AUDIOLOGY	DIAGNOSIS_18	ED_ADMISSION_FLAG
R048X_CARDIOLOGY	DIAGNOSIS_18_POA	VISIT_QUALIFIER
R050X_OUTPATENT_SVCS	DIAGNOSIS_19	PCA
R053X_OSTEOPATHIC_SVCS	DIAGNOSIS_19_POA	PCA_ID
R061X_MRT	DIAGNOSIS_20	ETHNIC
R062X_MED_SURG_EXT_027X	DIAGNOSIS_20_POA	
R063X_PHARMACY_EXT_025X	DIAGNOSIS_21	
R068X_TRAUMA_RESPONSE	DIAGNOSIS_21_POA	
R070X_CAST_ROOM	DIAGNOSIS_22	
R071X_RECOVERY_ROOM	DIAGNOSIS_22_POA	
R072X_LABOR_DELIVERY	DIAGNOSIS_23	
R073X_EKG_ECG	DIAGNOSIS_23_POA	
R074X_EEG	DIAGNOSIS_24	
R075X_GI_SVCS	DIAGNOSIS_24_POA	
R076X_TREAT_OBSERVATION	DIAGNOSIS_25	
R077X_PREVENTIVE_CARE	DIAGNOSIS_25_POA	

Frequency of Data Release:

Semi-Annually, after the final HDD limited data file has been finalized, typically by the mid-April, and mid-October each year.

Selection Criteria:

As agreed by ADHS and PCPHSD, HDD data shared under this MOU will not be limited as prescribed in section 2.2.1, but will include all records in the standard HDD limited data set, and will require compliance with the standard data release agreement terms and conditions.

EXHIBIT F – BRFSS LIMITED DATA SET

Fields Shared:

All contained within the limited data set, including 5 digit zip code, and PCA assignment, but excluding nearest intersection responses or geocoding.

- All core and state-only survey question responses will be included in the data set shared with PCPHSD
- ADHS and PCPHSD will collaborate to review and redact responses as needed to protect respondent confidentiality when producing any analyses below the county level.
- ADHS will assist PCPHSD as needed to develop and assign each survey response to all geographic regions below the county level as requested by PCPHSD
- Neither the residence zip code value, nor PCA assignment of nearest intersection response are to be released by PCPHSD to third parties.
- The county may release all fields contained in the public data set to third parties.
- Publications of sub-county level estimates will present aggregated data only.
- ADHS and PCPHSD shall agree on a cell suppression policy for small number cell counts to be applied in small area estimate reporting.

Frequency of Data Sharing:

Annual Data file provided via encrypted Secure File Transfer Protocol (SFTP). Data files are generally available for the prior year survey between August, and October.

Allowable Data Uses:

Public Health uses including surveillance, assessments, quality controls, interventions, and other public health related activity.

EXHIBIT G – MEDSIS Communicable Disease Data

Time Frame and Scope of Data Shared:

All data in MEDSIS for residents within the jurisdiction of PCPHSD, and events reported into MEDSIS by medical providers located within the jurisdiction of PCPHSD.

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the MEDSIS production data. Sharing of reportable health event (MEDSIS) data is facilitated by granting access to MEDSIS to authorized persons designated by PCPHSD to have such access.

Method of Data Transfer:

Data is maintained and protected by ADHS while it is resident on the ADHS MEDSIS server. PCPHSD becomes the owner of all data downloaded from the ADHS MEDSIS server by PCPHSD, and becomes responsible to maintain and protect the downloaded data.

Allowable Data Uses:

All uses allowable under applicable law as determined by PCPHSD. For Research uses, PCPHSD may use an Institutional Review Board of choice to oversee the protection of human ethics/privacy rights in data use.

EXHIBIT H – SEXUALLY TRANSMITTED DISEASE DATA (PRISM)

Time Frame and Scope of Data Shared:

All data in PRISM for residents within the jurisdiction of PCPHSD, and events reported into PRISM by medical providers located within the jurisdiction of PCPHSD. Exception: cases or their contacts from other jurisdictions may be viewed by PCPHSD only during relevant case investigations.

Data Fields Shared:

All fields shared, dependent upon user permission level.

Frequency of Data Sharing:

Real-time continuous access to the PRISM production data. Sharing of reportable health event (PRISM) data is facilitated by granting access to PRISM to authorized persons designated by PCPHSD to have such access.

Method of Data Transfer:

Data is maintained and protected by ADHS while it is resident on the ADHS PRISM server. PCPHSD becomes the owner of all data downloaded from the ADHS PRISM server by PCPHSD, and becomes responsible to maintain and protect the downloaded data.

Allowable Data Uses:

Public Health uses including surveillance, assessments, quality controls, interventions, and other public health related activity. All uses must abide by terms defined under Section 19 Data Use and Ownership and all data security and confidentiality requirements mentioned therein. For research uses, PCPHSD may use an institutional review board of choice to oversee the protection of human ethics/privacy rights in data use.

Data Requests: Prism reporting functions are limited. PCPHSD may request data using the STD Data Request Protocol and applications shown below:

STD Data Request Protocol

Purpose

The Purpose of this protocol is to outline procedures around the receipt of data requests from internal and external partners while upholding best practices for data security and confidentiality.

Resources

- Data Request Form: This form can be used by internal and external partners for a **one-time data request**. If the requestor is asking for data outside of their jurisdiction, then the form will also need to be signed by the appropriate representative (e.g. county or tribal level data).
- Data Sharing Request: This form is to be used for **any transmission of data that will be repeated** (i.e. weekly line lists, annual counts for a defined population, etc.). This must be signed by the organization and by the STD Control Program Manager. If the requestor is asking for data outside of their jurisdiction, then the form will also need to be signed by the appropriate representative (e.g. county or tribal level data).
- Data Request Log: This log is for tracking one-time data requests
- Summary of STD MOUs and DSAs: This log is for tracking current and former Data Sharing Requests and MOUs.

Protocol

1. A data request can be received by phone, email, etc. When one is received, first verify who is requesting the data;
    a. If contacted by the media, please redirect the requestor to the Public Information Office
    b. If contacted by the general public, please redirect them to the data available on our website (azdhs.gov/std, STD Data Tab)
    c. For all other partners, proceed to step 2.
2. Determine the scope of the request. If this is a one-time request, please refer to the Data Request Form. If this is an ongoing request, please use the Data Sharing Request form.
    a. If the requestor is asking for data outside of their jurisdiction, then the form will also need to be signed by the appropriate representative. Examples:
        i. A non-county health department is requesting county level data that is not publically available: The county area manager will need to sign the data request and be involved in discussions around how the data can and cannot be used.
        ii. A tribe is requesting county level data that is not publically available: The county area manager(s) will need to sign off on the data request and be involved in discussions around how the data can and cannot be used.
3. Once the appropriate form has been completed, please send to the STD Control Program Manager for approval.
4. Once approved, the STD Control Program Manager will save the request here and update the appropriate log.
    a. The Data Request Log is used for one time requests and the Summary of STD MOUs and DSAs is used for data sharing agreements and MOUs.
    b. One time requests are stored in a folder named by the year in which the data was requested
    c. Ongoing requests are grouped by the requestor (i.e. County, Tribe, nature of request) etc.
5. Maintain copies of all coding and the end product used to complete request and store them in the appropriate subfolder here.
6. Be sure to notify the STD Control Program Manager when the request has been completed.

Data Request Form

Instructions:

This form is designed for persons requesting Arizona STD Surveillance Data from the ADHS STD Control Program. Please fill out all components of this form to the best of your ability. Depending on the complexity of the request, it can take **a minimum of two weeks** to process requests. If your organization does not have a Data Sharing Agreement with ADHS, please submit this form with your company letterhead.

Requestor Information:

Name		**Title**		**Company/Organization**	
Email				**Phone Number**	

Data Request:

What is the purpose for requesting this data?	
Please describe what data is needed: What disease(s)(if syphilis, indicate stages) What timeframe (past decade/year/month) What population (state/county/age/gender/etc.)	
In what format would like you the data to be prepared? (i.e. graph, line list, table, etc.)	
What steps will be taken to ensure data security and confidentiality?	

How will the data be delivered? (i.e. secure email, uploaded to the Health Services Portal, etc.)	
How will the data be used, analyzed, published, and/or distributed?	
When is the data needed? Please allow a minimum of 2 weeks to process your data requests.	

Once finished, please email this form to std@adhs.gov

Please note that all media request should be submitted directly to the ADHS Public Information Office (http://azdhs.gov/director/public-information-office/index.php#contact-us).

Description of Data Sharing Plan

Instructions:

This form is designed for persons requesting **potentially identifiable** data from the ADHS STD Control Program on a regular basis. Please fill out all components of this form to the best of your ability. Depending on the complexity of the request, it can take **a minimum of two weeks** to process requests. ADHS reserves the right to deny any request that could jeopardize data security and/or confidentiality.

Requestor Information:

Name		**Title**	
Company/ Organization			
Email			
Phone Number			

Data Request:

What is the purpose for requesting this data?	
Please describe what data is needed: 1. What disease(s) *(if syphilis, indicate stages)* 2. What timeframe *(past decade/year/month)* 3. What population *(state/county/age/gender/etc.)*	

In what format would like you the data to be prepared? *(i.e., graph, line-list, table, etc.)*	
Is the proposed activity determined to be consistent with all laws and regulations?	
What steps will be taken to ensure data security and confidentiality?	
How will the data be delivered? *(Secure email or upload to the Health Services Portal are recommended for potentially identifiable data)*	
How will the data be used, analyzed, published, and/or distributed?	
What physical and electronic security measures are in place for transferring and storing the data?	
What are the potential risks and benefits of data sharing?	
When is the data needed? *Please allow a minimum of 2 weeks to process data requests.*	

Please email completed form to std@adhs.gov

Requestor

STD Control Program Manager

EXHIBIT I – IMMUNIZATION DATA (ASIIS)

Time Frame and Scope of Data Shared:

All data in ASIIS for residents within the jurisdiction of PCPHSD, and events reported into ASIIS by medical providers located within the jurisdiction of PCPHSD.

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the ASIIS production data. Sharing of immunization events (ASIIS) data is facilitated by granting access to ASIIS to authorized persons designated by PCPHSD to have such access.

Method of Data Transfer:

In addition to ASIIS access, PCPHSD may request HEDIS reports for specific entities by submitting required information to the ADHS ASIIS Program Manager, and summary information will be produced and released by secure transfer method agreed by ADHS and PCPHSD.

Allowable Data Uses:

Public Health allowable activity as defined by HIPAA. Any research use must first be reviewed and approved by the ADHS HSRB.

EXHIBIT J – HIV/AIDS SURVEILLANCE DATA (EHARS)

Time Frame and Scope of Data Shared:

All data in EHARS for residents within the jurisdiction of PCPHSD, and events reported into ASIIS by medical providers located within the jurisdiction of PCPHSD. The HIV/AIDS data are of an exceptionally sensitive and private nature, and for this reason close collaboration in sharing, using, and protecting these data are appropriate as a condition of this sharing. Data access will be provided on a read-only basis, and PCPHSD will coordinate closely with ADHS HIV/AIDS Surveillance to assure data quality is maintained, and that data are used in a manner that complies with all special CDC HIV/AIDS Surveillance requirements and regulations. Otherwise federal HIV/AIDS surveillance funding to Arizona might be jeopardized.

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the E-HARS production data on a read-only basis. Sharing of HIV/AIDS surveillance (E-HARS) data is facilitated by granting limited access to E-HARS to authorized persons designated by PCPHSD to have such access.

Method of Data Transfer:

PCPHSD and ADHS HIV/AIDS Surveillance will collaborate, and closely coordinate the exchange of HIV/AIDS Surveillance data due to the extremely sensitive nature of the information it contains. ADHS and PCPHSD will use HIV/AIDS data shared under this agreement in a manner that fully complies with usage and privacy restrictions defined by the HIV/AIDS branch of the CDC and required as a condition of HIV/AIDS Surveillance grant funding to ADHS for the collection of these data. There will be no un-authorized uses of HIV/AIDS data shared with PCPHSD which have not been agreed to by both PCPHSD and ADHS.

Allowable Data Uses:

Public Health allowable activity as defined by HIPAA and conforming to the CDC Security and Confidentiality Guidance and the responding ADHS Security & Confidentiality document. Any research use must first be reviewed and approved by the ADHS HSRB.

EXHIBIT K – ARIZONA STATE TRAUMA REGISTRY (ASTR)

Time Frame and Scope of Data Shared:
Annual data files are shared once produced by ADHS. Typically the data annual data file has been closed, cleaned, and finalized by the first day of August.

Data Fields Shared:
All data elements found in the ASTR FULL data set.

Limitations on Data Use:

Data may only be used for public health activity. No identifiable information may be published. No contact may be attempted with agencies or individuals contained within the shared ASTR data unless approved by ADHS.

Principle Contacts:

Arizona Department of Health Services
Bureau Chief, Bureau of EMS and Trauma System
150 N 18th Avenue, Suite 540
Phoenix, AZ, 85007
Phone: (602) 364-3149

Selection Criteria:

All events in the FULL Data Set which occurred within the jurisdiction of PCPHSD, or which were reported by a provider located within the jurisdiction of PCPHSD.

EXHIBIT P – TUBERCULOSIS SURVEILLANCE CASE DATA

Allowable Purpose:

Data are exchanged by PCPHSD and ADHS primarily for conducting public health interventions to maintain continuity of care for persons diagnosed with TB, especially when they move across state or county jurisdictions. Data may also be used for other allowable public health practice, including surveillance, and research as a part of a joint public health initiative between PCPHSD and ADHS. Specific research projects must be approved as described in this MOU.

Limitations on Data Use:

Data may only be used as described above, for allowable public health interventions, surveillance, or as part of a mutually agreed research project. Re-release of data is allowed by ADHS to other public health statutory authorities, their designated agents, or governments of other nations for the sole purpose of maintaining continuity of TB medical treatment to individuals diagnosed with TB.

Principle Contacts:

At ADHS:
Dr. Eugene Livar
Arizona Department of Health Services
Office of Disease Integration and Services
150 N 18th Avenue, Suite 540
Phoenix, AZ, 85007
Phone: (602) 364-3846

At "ACRONYM»:
Principle Contact Block
Attn: PCPHSD Director
Address Block

Frequency of Data Release:

Individual case data will be provided upon request.

Selection Criteria:

Based upon individual level identifiers of persons known to have been diagnosed with TB.

EXHIBIT Q – MEDSIS Non-Communicable Disease Data

Time Frame and Scope of Data Shared:

All data in MEDSIS for residents within the jurisdiction of PCPHSD, and events reported into MEDSIS by medical providers located within the jurisdiction of PCPHSD.

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the MEDSIS production data. Sharing of reportable health event (MEDSIS) data is facilitated by granting access to MEDSIS to authorized persons designated by PCPHSD to have such access.

Method of Data Transfer:

Data is maintained and protected by ADHS while it is resident on the ADHS MEDSIS server. PCPHSD becomes the owner of all data downloaded from the ADHS MEDSIS server by PCPHSD, and becomes responsible to maintain and protect the downloaded data.

Allowable Data Uses:

All uses allowable under applicable law as determined by PCPHSD. For Research uses, PCPHSD may use an Institutional Review Board of choice to oversee the protection of human ethics/privacy rights in data use.

EXHIBIT R – MEDSIS Environmental Exposure Data

Time Frame and Scope of Data Shared:

All data in MEDSIS for residents within the jurisdiction of PCPHSD, and events reported into MEDSIS by reporting entities located within the jurisdiction of PCPHSD.

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the MEDSIS production data. Sharing of reportable health event (MEDSIS) data is facilitated by granting access to MEDSIS to authorized persons designated by PCPHSD to have such access.

Method of Data Transfer:

Data is maintained and protected by ADHS while it is resident on the ADHS MEDSIS server. PCPHSD becomes the owner of all data downloaded from the ADHS MEDSIS server by PCPHSD, and becomes responsible to maintain and protect the downloaded data.

Allowable Data Uses:

All uses allowable under applicable law as determined by PCPHSD. For Research uses, PCPHSD may use an Institutional Review Board of choice to oversee the protection of human ethics/privacy rights in data use.

	DATA SHARING AGREEMENT **No. DSA2025-025**	**ARIZONA DEPARTMENT OF HEALTH SERVICES** 150 North 18th Avenue, Suite 530 Phoenix, Arizona 85007 **PROCUREMENT OFFICER** NATHANIEL THOMAS

MEMORANDUM OF UNDERSTANDING

FOR THE SHARING OF PUBLIC HEALTH DATA

BETWEEN

THE ARIZONA DEPARTMENT OF HEALTH SERVICES ("ADHS")

AND

PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT ("PCPHSD")

WHEREAS, the Arizona Department of Health Services (ADHS) is a division of the State of Arizona established to promote and protect public health and welfare through the operation of health-related programs within the state.

WHEREAS, the Pinal County Public Health Services District (PCPHSD) is a federally recognized Public Health Authority, pursuant to the requirements of the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) (HIPAA) and applicable law, established to promote and protect the public health and welfare of Native American Tribal entities and people through the operation of health-related programs within the United States.

WHEREAS, ADHS and PCPHSD recognize the need to set forth and define the terms under which ADHS will provide data files to PCPHSD containing public health records for the development of community health profiles and other general public health surveillance activities and Public Health Practice performed by PCPHSD.

NOW, THEREFORE, in consideration of the mutual promises and representations set forth in this Memorandum of Understanding (MOU), PCPHSD and ADHS mutually agree as follows:

1. <u>DEFINITIONS. Capitalized terms used herein shall have the meanings set forth in this Section 1.</u>

1.1. "Authorized Persons" means PCPHSD employees or contractors who have a need to know or otherwise access Personally Identifying Information to enable PCPHSD to perform its mission in conformance with the requirements of this DSA and who are bound in writing by confidentiality obligations sufficient to protect Personally Identifying Information in accordance with the terms and conditions of this Data Sharing Agreement (DSA) and applicable law.

1.2. "Public Health Data" means health information organized and maintained by ADHS and received by ADHS under applicable law, including, but not limited to, patient names, mailing addresses and geocodes, dates of birth and death, gender, race, ethnicity, discharge status, disease codes, procedures performed and other information reported to ADHS under applicable law. The elements of data shared and specific restrictions of their use under this DSA are fully described in sections 2.2 (Scope) and 19 (Data Use and Ownership).

1.3. "Personally Identifying Information" means information provided to PCPHSD by, or at the direction of, ADHS that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). ADHS' business contact information is not by itself deemed to be Personal Information.

1.4. "Public Health Practice" means interventions designed solely to enhance the well-being of the specific subject population identified in this DSA, and which have reasonable expectation of success.

1.5. “Research” means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge. Activities which meet this definition constitute research for purposes of this DSA, whether or not they are conducted or supported under a program which is considered research for other purposes. For example, some demonstration and service programs may include research activities.

1.6. "Security Breach" means: (i) any act or omission that materially compromises either the security, confidentiality or integrity of Personally Identifying Information or the physical, technical, administrative or organizational safeguards put in place by PCPHSD or any Authorized Persons that relate to the protection of the security, confidentiality or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy practices of PCPHSD or any Authorized Persons or a breach or alleged breach of this DSA relating to such privacy practices.

2. PURPOSE AND SCOPE OF AGREEMENT

2.1. Purpose

Subject to availability of data and ADHS resources, ADHS agrees to provide PCPHSD with Public Health Data as defined in section 2.2.1 of this DSA in a mutually agreeable format.

2.2. Scope

Section 2.1 notwithstanding, the Parties agree that PCPHSD does not require, and ADHS shall not provide PCPHSD (except upon specific request) with data files containing any of the following information related to any individual county resident: (i) signatures, telephone numbers, e-mail addresses; (ii) employee identification numbers, passwords or PINs, credit report information, answers to security questions and other similar personal identifiers; (iii) individual's government-issued identification number (including driver's license number or state-issued identified number); and (iv) financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number or password, that would permit access to an individual’s financial account or accounts.

2.2.1. Selection Criteria

ADHS will select records to give to PCPHSD if the record meets this criterion: for residents within the jurisdictional boundary of PCPHSD, or which has been submitted by a facility within the jurisdictional boundary of PCPHSD, or human remains transported within the jurisdictional boundary of PCPHSD. Data elements that ADHS will provide in the data sets may include any data element permitted by this DSA and that is specifically requested by PCPHSD for inclusion.

2.2.2. Data Requests

To request data PCPHSD must submit a request in writing to ADHS. Following initial release of data under this DSA, PCPHSD may request updated data as needed.

2.2.3. Data Elements

The following data will be provided by ADHS to PCPHSD under this DSA:

2.2.3.1. All data listed in the Table in Exhibit A, and as further defined and limited within any other exhibit attached to this DSA.

2.2.4. Data Transfer Methods

The method of data sharing will be in a manner agreeable to ADHS and PCPHSD and which meets the requirements of ADHS to assure the security of the data. The following are the methods of transfer allowed:

- Encrypted file transfer using Secure File Transfer Protocol (SFTP).
- Secure Application Programming Interface (API).
- Secure direct data access from ADHS Snowflake data lakehouse.
- Secure direct access to system/application of record.

2.2.4.1. ADHS and PCPHSD will use Encrypted file transfer using Secure File Transfer Protocol (SFTP). The data file will be posted to a web accessible ADHS server by ADHS or to a server owned by PCPHSD, where it can be accessed only by PCPHSD. If posted to an ADHS server, the PCPHSD staff designated to access the SFTP file transfer site must be Authorized Persons for the data element(s) they receive, and must use an ADHS issued user id and secure password to access the SFTP site.

2.2.4.2. ADHS and PCPHSD will use a secure Application Programming Interface as a request and response method for data sharing. The data file will be accessible through the API from a call within the application of the PCPHSD or as a service, where it can be accessed only by PCPHSD. The PCPHSD staff designated to access the data must be Authorized Persons for the data element(s) they receive, and must use an ADHS issued user id and secure password to access the API.

2.2.4.3. ADHS and PCPHSD will use a secure direct connection to the ADHS Data Lakehouse to access the data elements in scope of the agreement. The data will be accessible either as an extracted dataset for download or views built based on the scope of data accessible, where it can be accessed only by PCPHSD. The PCPHSD staff designated to access the data must be Authorized Persons for the data element(s) they can access, and must use a secure user id and secure password to access the data.

2.2.4.4. ADHS and PCPHSD will use a secure direct web accessible connection to the ADHS System/Application of record to access the data elements in scope of the agreement. The data will be accessible through the system/application based on the scope of data accessible, where it can be accessed only by PCPHSD. The PCPHSD staff designated to access the data must be Authorized Persons for the data element(s) they can access, and must use an ADHS issued user I.D. and secure password to access the System/Application.

2.3. Inadvertent Disclosure

In the event that PCPHSD is inadvertently provided with data files containing any of the information listed in subsection 2.2, PCPHSD will notify ADHS of the disclosure and delete or destroy such data files upon ADHS's request.

3. SUPERSESSION OF PAST AGREEMENTS

This DSA is intended to and shall supersede or replace any currently valid DSA in place between PCPHSD and ADHS regarding the Public Health Data elements identified under section 2.2.3 of this DSA.

4. TERM OF THE AGREEMENT

The Term of this DSA shall commence upon signature of both parties and shall continue for a period of five (5) years thereafter, unless terminated, or canceled as otherwise provided herein.

5. CONTRACT EXTENSION

This DSA shall not exceed a total of five (5) years from the effective date of the DSA.

6. TERMINATION

This DSA remains in effect as provided in Sections 4 and 5 or until the DSA is otherwise terminated under the following terms and conditions:

6.1. Termination without Cause

Both ADHS and PCPHSD may terminate this DSA at any time with thirty (30) calendar days' notice, in writing, specifying the termination date. Such notices shall be given by personal delivery or by certified mail, return receipt requested.

6.2. Termination for Default

The ADHS reserves the right to terminate the DSA in whole or in part due to the failure of PCPHSD to comply with any material obligation, term or condition of this DSA. ADHS agrees to provide PCPHSD with written notice detailing the area of alleged lack of compliance or non-performance and to provide PCPHSD with thirty (30) days to correct the alleged lack of compliance or non-performance prior to termination for default.

6.3. Cancellation for Conflict of Interest

Pursuant to A.R.S. § 38-511, ADHS may cancel this DSA within three (3) years after DSA execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the DSA on behalf of ADHS is, or becomes at any time while the DSA or an extension of the DSA are in effect, an employee of or a consultant to any other party to this DSA with respect to the subject matter of the DSA. The cancellation shall be effective upon receipt of the written notice of cancellation, unless the notice specifies a later time.

7. SECURITY OF CONFIDENTIAL INFORMATION

PCPHSD shall monitor the use of all Public Health Data disclosed by ADHS under this DSA, including but not limited to Personal Identifying Information, and to carefully restrict the use and disclosure of such information as provided for herein.

7.1. Survival of Duty to Protect Confidential Information

It is understood and agreed by the Parties that the obligations set forth in this Section 7, shall survive the expiration or termination of this DSA, except as expressly provided for herein.

7.2. Minimum Safeguards for Public Health Data

PCPHSD shall carefully restrict use and access of ADHS Personally Identifying Information solely to Authorized Persons and shall ensure that PCPHSD implements the following minimum safeguards to prevent a Security Breach in a manner consistent with the requirements of this DSA or applicable law. PCPHSD safeguards shall, at the minimum, require that PCPHSD and its Authorized Persons:

7.2.1. Prohibit Personally Identifying Information supplied under the terms of this DSA from being released or disclosed to anyone not working on PCPHSD data collection and analysis as an Authorized Person.

7.2.2. Ensure that any Authorized Persons, including any agent, or subcontractor to PCPHSD, to whom PCPHSD provides confidential medical information, or Personally Identifying Information under this DSA, agrees to the same restrictions and conditions that apply through this DSA to PCPHSD with respect to such information.

7.2.3. Secure all printouts containing individual identifiers or confidential data in a locked vault, file cabinet or other method reasonably necessary to protect the confidential information.

7.2.4. Store all Public Health Data shared pursuant to this DSA only on secured servers or encrypted devices within PCPHSD, which, at the termination of this DSA, shall be securely deleted upon the conclusion of this DSA consistent with the requirements of this DSA and applicable law.

7.2.5. Provide ADHS with a description of the security measures that are in place to maintain the confidentiality of the data being received under this DSA. PCPHSD will consider the items described in the document titled "Security Considerations for Applicants" prepared by the ADHS HSRB (See http://www.azdhs.gov/documents/director/administrative-counsel-rules/HSRB_SecurityChecklist.pdf).

7.2.6. Provide ADHS, upon request, with a current list of Authorized Persons, and evidence that all Authorized Persons who have access to the Public Health Data shared under this DSA have participated in any required training and signed any documents that are necessary to keep both PCPHSD and ADHS in compliance with HIPAA, including but not limited to, Business Associate Agreement, user confidentiality affirmation statement, HIPAA training certification or other HIPAA related compliance documents, if applicable.

7.2.7. Provide or continue to provide the ADHS with a copy of PCPHSD procedure for the notification of ADHS of any Security Breach, which shall include a requirement that any user of the Public Health Data shared under this DSA shall immediately notify a designated individual at PCPHSD of any known or reasonably suspected Security Breach.

7.2.8. Maintain a log of all encrypted devices and identification numbers of those devices that are authorized to transmit, receive or store the Public Health Data shared under this DSA, until the data is destroyed. The ADHS may request a copy of the log at any time during the term of the DSA or until the data is destroyed.

7.2.9. Make clear to all Authorized Persons and other PCPHSD employees with a need to know that PCPHSD is prohibited from storing Public Health Data on non-encrypted flash drives, CDs, external drives, smart phones or other non- networked hard drives.

7.2.10. Provide ADHS prompt proof of the complete destruction of the original data and any copies or subsidiary data sets containing Personally Identifying Information that are developed from the original data upon the conclusion of this DSA or at such time that such destruction is required by applicable law.

7.2.11. Take all reasonable steps to ensure that Authorized Persons who have access to the Public Health Data shared under this DSA shall maintain the same in strict confidence after the termination of this DSA; provided that PCPHSD obligations hereunder shall not apply to information that:

7.2.11.1. Was already known to the receiving party prior to the time of first disclosure, as demonstrated by contemporaneous, written documentation; or

7.2.11.2. Is received without any obligation of confidentiality from a third party having a legal right to disclose the same; or

7.2.11.3. Is independently developed by the receiving party by individuals without access to such information, as demonstrated by contemporaneous, written documentation; or

7.2.11.4. Is required to be disclosed by the receiving party pursuant to a legally enforceable order, subpoena, or other regulation (ORDER), provided, however, that the receiving party promptly notifies the disclosing party in advance of such disclosure and discloses only that information necessary to comply with said ORDER.

7.3. Security Breach

In the event of a Security Breach, pursuant to A.R.S. § 44-7501, PCPHSD and ADHS agree to collaborate with each other on the investigation, mitigation, remediation and, if necessary, breach notification of citizens. Pursuant to A.R.S. § 41-3507, PCPHSD and ADHS shall notify the Arizona Strategic Enterprise Technology (ASET) Statewide Information Security and Privacy Office (SISPO) immediately upon becoming aware or receiving notice of a Security Breach.

8. NON-DISCRIMINATION

The Contractor shall comply with State Executive Order Nos. 2023-09, 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act. Contractor shall include these provisions in contracts with Subcontractors when required by Federal or State law.

9. RECORDS AND RIGHT OF INSPECTION

Under A.R.S. § 35-214 and § 35-215, PCPHSD shall retain all data for up to three years and other records ("records") relating to the DSA for a period of five (5) years after the completion of the DSA. All records shall be subject to inspection and audit by ADHS at reasonable times. PCPHSD shall provide ADHS the right of access to PCPHSD and those servers or drives used for the storage of Personally Identifying Information, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this DSA.

10. ARBITRATION

The parties to this DSA agree to resolve all disputes arising out of or relating to this DSA, after exhausting applicable administrative review, through arbitration to the extent required by A.R.S. §12-1518.

11. AMENDMENT OR MODIFICATIONS

No amendment or modifications to this DSA, including any amendment or modification of this Section, shall be effective unless the same is in writing signed by the Parties.

12. ARIZONA LAW

The law of Arizona applies to this DSA including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

13. RELATIONSHIP OF PARTIES

PCPHSD warrants that it is acting as an independent party under this DSA. Neither party to this DSA shall be deemed to be the employee or agent of the other party to the DSA.

14. SEVERABILITY

The Provisions of this DSA are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the DSA.

15. NO PAROL EVIDENCE

This DSA is intended by the parties to be a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document.

16. NO WAIVER

Either Party's failure to insist on strict performance of any term or condition of the DSA shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

17. HEADINGS

Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

18. ADVERTISING AND PROMOTION OF CONTRACT

PCPHSD shall not advertise, publish, or re-release any information for commercial benefit concerning this DSA without the prior written approval of an ADHS Procurement Officer and the ADHS Human Subject Review Board (HSRB).

19. DATA USE AND OWNERSHIP

19.1. PCPHSD activities using the ADHS data that generate external papers or publications for dissemination outside of PCPHSD must have written review and comment from the data owner at ADHS before release. PCPHSD shall allow thirty (30) calendar days for ADHS review.

19.2. ADHS shall be cited as the source of the data in all tables, reports, presentations, and scientific papers, and PCPHSD or its corresponding authors shall be cited as the source of interpretations, calculations, and/or manipulations of the data.

19.3. ADHS retains exclusive ownership of the Public Health Data shared with PCPHSD under this DSA. Any release, or modified re-release of Public Health Data shared under this DSA requires prior ADHS approval.

19.4. PCPHSD agrees that it will not intentionally attempt to re-identify records within the data provided by ADHS under this agreement by any means, and will not join or merge these data with other databases or publicly available data sources so that re-identification becomes possible.

20. NOTICES, CORRESPONDENCE AND REPORTS

20.1. Notices, correspondence and reports from PCPHSD to ADHS shall be sent to:

ARIZONA DEPARTMENT OF HEALTH SERVICES
Enterprise Data Management Office
150 N. 18th Avenue, Suite 510
Phoenix, AZ 85007
Email: EDMO@azdhs.gov
Phone: (602) 542-8064

20.2. Notices, correspondence, and reports from ADHS to PCPHSD shall be sent to:

PINAL COUNTY PUBLIC HEALTH SERVICES DISTRICT
Attn: Merissa Mendoza, Public Health Director
971 N. Jason Lopez Circle, Building D
Florence, AZ 85132
Email: merissa.mendoza@pinal.gov
Phone: (520) 840-4463

21. SIGNATURES/APPROVALS:

FOR: Pinal County Public Health Services District

_____
Authorized Signature

Name:
Title:

_____
Date:

FOR: Arizona Department of Health Services

_____
Authorized Signature

Name: Nathaniel Thomas
Title: Procurement Specialist

_____
Date:

EXHIBIT A – TABLE 1 – PUBLIC HEALTH DATA SHARED UNDER THE DSA

Data Set	PII	PHI	Principal	Custodial Program	Data Owner	Allowed Purpose	HSRB	Attachments	Retention
Arizona Vital Records Birth Data	Y	Y	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	ADHS	Public Health Use	ADHS	Exhibit B*	5 year limit from date of receipt
Arizona Vital Records Death Data	Y	Y	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	ADHS	Public Health Use	ADHS	Exhibit C*	5 year limit from date of receipt
Vital Records Fetal Death Data Set	Y	Y	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	ADHS	Public Health Use	ADHS	Exhibit D*	5 year limit from date of receipt
Arizona Hospital Discharge Data	Y	Y	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	ADHS	Public Health Use	ADHS	Exhibit E*	5 year limit from date of receipt
BRFSS Limited Data Set	Y	N	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit F*	5 year limit from date of receipt
MEDSIS Communicable Disease Data	Y	Y	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	PCPHSD	Public Health Qualifying Activity	PCPHSD	Exhibit G*	None
Sexually Transmitted Diseases Data (PRISM)	Y	Y	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	PCPHSD	Public Health Qualifying Activity	PCPHSD	Exhibit H*	None
Immunization Data (ASIIS)	Y	Y	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit I*	5 year limit from date of receipt
HIV/AIDS Surveillance Data (EHARS)	Y	Y	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit J*	5 year limit from date of receipt
Arizona State Trauma Registry (ASTR)	Y	Y	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit K*	5 year limit from date of receipt

Data Set	PII	PHI	Principal	Custodial Program	Data Owner	Allowed Purpose	HSRB	Attachments	Retention
Tuberculosis Surveillance Case Data	Y	Y	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	PCPHSD	Public Health Qualifying Activity Including Case Intervention	PCPHSD	Exhibit L*	None
MEDSIS Non-Communicable Disease Data	Y	Y	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	PCPHSD	Public Health Qualifying Activity	PCPHSD	Exhibit M*	None
MEDSIS Environmental Exposure Data	Y	Y	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	PCPHSD	Public Health Qualifying Activity	PCPHSD	Exhibit N*	None
Prehospital Information and EMS Registry System (AZ-PIERS)	Y	Y	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit O*	5 year limit from date of receipt
Pregnancy Risk Assessment Monitoring System (PRAMS)	Y	N	PCPHSD Data Analyst, Kaeli Lugo	PCPHSD	ADHS	Public Health Qualifying Activity	ADHS	Exhibit P*	None

*Attachments specify details about the data to be shared, allowable purposes and uses, and may be revised from time to time through amendment of this DSA.

EXHIBIT B – ARIZONA VITAL RECORDS BIRTH DATA

Allowable Purpose:

Data are allowed to be exchanged by ADHS and PCPHSD for conducting Public Health practice, Public Health Surveillance, Quality Assurance, and approved research activity. Specific research projects must be approved as described in this DSA.

Limitations on Data Use:

Data may only be used as described above, no identifiable information may be published, no contact may be attempted with agencies or individuals contained in the data unless approved as described above.

Principal Contacts:

Arizona Department of Health Services
Bureau of Vital Records
150 N 18th Avenue, Suite 120
Phoenix, AZ, 85007
Phone: (602) 364-3048

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Frequency of Data Sharing:

Data will be shared/updated once daily. Any manual staff activity needed for maintaining or changing data shared via the methods of data transfer below will be performed only on business days.

Method of Data Transfer:

Data may be shared from ADHS to PCPHSD by either of the following methods listed in section 2.2.4 of this DSA.

- Encrypted file transfer using Secure File Transfer Protocol (SFTP)
- Secure direct data access from ADHS Snowflake data lakehouse

Selection Criteria:

As agreed by ADHS and PCPHSD that data shared will be limited to records that match the selection criteria described in section 2.2.1 of this DSA.

EXHIBIT C – ARIZONA VITAL RECORDS DEATH DATA

Allowable Purpose:

Data are allowed to be exchanged by ADHS and PCPHSD for conducting Public Health practice, Public Health Surveillance, Quality Assurance, and approved research activity. Specific research projects must be approved as described in this DSA.

Limitations on Data Use:

Data may only be used as described above, no identifiable information may be published, no contact may be attempted with agencies or individuals contained in the data unless approved as described above.

Principal Contacts:

Arizona Department of Health Services
Bureau of Vital Records
150 N 18th Avenue, Suite 120
Phoenix, AZ, 85007
Phone: (602) 364-3048

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Frequency of Data Sharing:

Data will be shared/updated once daily. Any manual staff activity needed for maintaining or changing data shared via the methods of data transfer below will be performed only on business days.

Method of Data Transfer:

Data may be transferred from ADHS to PCPHSD by either of the following methods listed in section 2.2.4 of this DSA.

- Encrypted file transfer using Secure File Transfer Protocol (SFTP)
- Secure direct data access from ADHS Snowflake data lakehouse

Selection Criteria:

As agreed by ADHS and PCPHSD that data shared will be limited to records that match the selection criteria described in section 2.2.1 of this DSA.

EXHIBIT D – VITAL RECORDS FETAL DEATH DATA SET

Allowable Purposes:

Data are allowed to be exchanged by ADHS and PCPHSD for conducting Public Health practice, Public Health Surveillance, Quality Assurance, and approved research activity. Specific research projects must be approved as described in this DSA.

Limitations on Data Use:

Data may only be used as described above, no identifiable information may be published, no contact may be attempted with agencies or individuals contained in the data unless approved as described above.

Frequency of Data Sharing:

Data will be shared/updated once daily. Any manual staff activity needed for maintaining or changing data shared via the methods of data transfer below will be performed only on business days.

Method of Data Transfer:

Data may be transferred from ADHS to PCPHSD by either of the following methods listed in section 2.2.4 of this DSA.

- Encrypted file transfer using Secure File Transfer Protocol (SFTP)
- Secure direct data access from ADHS Snowflake data lakehouse

Principal Contacts:

Arizona Department of Health Services
Bureau of Vital Records
150 North 18th Ave., Ste. 120
Phoenix, AZ 85007
Phone: (602) 364-3048

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Selection Criteria:

As agreed by ADHS and PCPHSD that data shared will be limited to records that match the selection criteria described in section 2.2.1 of this DSA.

EXHIBIT E – ARIZONA HOSPITAL DISCHARGE DATA

Allowable Purpose:

Data are allowed to be exchanged by ADHS and PCPHSD for conducting Public Health practice, Public Health Surveillance, Quality Assurance, and approved research activity. Specific research projects must be approved as described in this DSA.

Limitations on Data Use:

Data may only be used as described above, no identifiable information may be published, no contact may be attempted with agencies or individuals contained in the data unless approved as described above.

Principal Contacts:

Arizona Department of Health Services
Hospital Data & Systems, Business Intelligence Office
150 N 18th Avenue, Suite 550
Phoenix, AZ, 85007
Phone: (602) 215-6092

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Fields Shared:

All fields to be shared.

Frequency of Data Release:

Semi-annually, after the HDD data file has been finalized, typically by mid-April, and mid-October of each year.

Method of Data Transfer:

Data may be transferred from ADHS to PCPHSD by either of the following methods listed in section 2.2.4 of this DSA.

- Encrypted file transfer using Secure File Transfer Protocol (SFTP)
- Secure direct data access from ADHS Snowflake data lakehouse

Selection Criteria:

As agreed by ADHS and PCPHSD, HDD data shared under this DSA will not be limited as prescribed in section 2.2.1, but will include all records in the standard HDD data set, and will require compliance with the standard data release agreement terms and conditions.

EXHIBIT F – BRFSS LIMITED DATA SET

Allowable Data Uses:

Public Health uses including surveillance, assessments, quality controls, interventions, and other public health related activity.

Principal Contacts:

1. AZ BRFSS Principal Investigator: (480) 273-3974
2. AZ BRFSS Manager: (602) 542-1125
3. Population Survey Epidemiologist: (480) 341-1201

Bureau of Assessment and Evaluation
Division of Public Health - Prevention Services
Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, Arizona 85007

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Fields Shared and Frequency of Data Sharing:

As agreed by ADHS and PCPHSD that data shared will be limited to records that match the selection criteria described in section 2.2.1 of this DSA.

Protocol for Data Breaches:

The CDC requires immediate reporting of any security breach of BRFSS data. In the event of a breach, PCPHSD shall notify the BRFSS program immediately via email upon the discovery of a data breach.

Method of Data Transfer:

Data may be transferred from ADHS to PCPHSD by the following method listed in section 2.2.4 of this DSA.

- Encrypted file transfer using Secure File Transfer Protocol (SFTP)

EXHIBIT G – MEDSIS Communicable Disease Data

Allowable Data Uses:

All uses allowable under applicable law as determined by PCPHSD. For research uses, PCPHSD may use an Institutional Review Board of choice to oversee the protection of human ethics/privacy rights in data use.

Time Frame and Scope of Data Shared:

All data in MEDSIS general communicable disease and hepatitis C modules for residents within the jurisdiction of PCPHSD, and events reported into those MEDSIS modules by medical providers located within the jurisdiction of PCPHSD.

Principal Contacts:

Arizona Department of Health Services
Business Intelligence Office
150 N 18th Ave., Ste. 550
Phoenix, AZ 85007
Email: medsishelpdesk@azdhs.gov

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the MEDSIS production data. Sharing of reportable health event (MEDSIS) data is facilitated by granting access to MEDSIS to authorized persons designated by PCPHSD to have such access. Data files will be shared/updated daily.

Method of Data Transfer:

Data is maintained and protected by ADHS while it is resident on the ADHS MEDSIS server. PCPHSD becomes the owner of all data downloaded by or transferred to PCPHSD, and becomes responsible to maintain and protect the downloaded or transferred data. Data may be transferred from ADHS to PCPHSD by any of the following methods listed in section 2.2.4 of this DSA.

- Encrypted file transfer using Secure File Transfer Protocol (SFTP)
- Secure Application Programming Interface (API)
- Secure direct data access from ADHS Snowflake data lakehouse
- Secure direct access to system/application of record

EXHIBIT H – SEXUALLY TRANSMITTED DISEASE DATA (PRISM)

Time Frame and Scope of Data Shared:

All data in PRISM for residents within the jurisdiction of PCPHSD, and events reported into PRISM by medical providers located within the jurisdiction of PCPHSD. Exception: cases or their contacts from other jurisdictions may be viewed by PCPHSD only during relevant case investigations.

Principal Contacts:

Arizona Department of Health Services
Bureau of Infectious Disease Services
150 N 18th Ave., Ste. # 280
Phoenix, AZ 85007
Email: prism.helpdesk@azdhs.gov
Phone: (602) 339-9571

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Data Fields Shared:

All fields shared, dependent upon user permission level.

Frequency of Data Sharing:

Real-time continuous access to the PRISM production data. Sharing of reportable health event (PRISM) data is facilitated by granting access to PRISM to authorized persons designated by PCPHSD to have such access.

Method of Data Transfer:

Data is maintained and protected by ADHS while it is resident on the ADHS PRISM server. PCPHSD becomes the owner of all data downloaded from the ADHS PRISM server by PCPHSD, and becomes responsible to maintain and protect the downloaded data.

Allowable Data Uses:

Public Health uses including surveillance, assessments, quality controls, interventions, and other public health related activity. All uses must abide by terms defined under Section 19 (Data Use and Ownership) and all data security and confidentiality requirements mentioned therein. For research uses, PCPHSD may use an institutional review board of choice to oversee the protection of human ethics/privacy rights in data use.

Data Requests: Prism reporting functions are limited. PCPHSD may request data using the STD Data Request Protocol and applications shown below:

STD Data Request Protocol

1. Purpose

The Purpose of this protocol is to outline procedures around the receipt of data requests from internal and external partners while upholding best practices for data security and confidentiality.

2. Resources

- Data Request Form: This form can be used by internal and external partners for a **one-time data request**. If the requestor is asking for data outside of their jurisdiction, then the form will also need to be signed by the appropriate representative (e.g. county or tribal level data).
- Data Sharing Request: This form is to be used for **any transmission of data that will be repeated** (i.e. weekly line lists, annual counts for a defined population, etc.). This must be signed by the organization and by the STD Control Program Manager. If the requestor is asking for data outside of their jurisdiction, then the form will also need to be signed by the appropriate representative (e.g. county or tribal level data).
- Data Request Log: This log is for tracking one-time data requests
- Summary of STD MOUs and DSAs: This log is for tracking current and former Data Sharing Requests and MOUs.

3. Protocol

1. A data request can be received by phone, email, etc. When one is received, first verify who is requesting the data;
    a. If contacted by the media, please redirect the requestor to the Public Information Office
    b. If contacted by the general public, please redirect them to the data available on our website (azdhs.gov/std, STD Data Tab)
    c. For all other partners, proceed to step 2.
2. Determine the scope of the request. If this is a one-time request, please refer to the Data Request Form. If this is an ongoing request, please use the Data Sharing Request form.
    a. If the requestor is asking for data outside of their jurisdiction, then the form will also need to be signed by the appropriate representative. Examples:
        i. A non-county health department is requesting county level data that is not publicly available: The county area manager will need to sign the data request and be involved in discussions around how the data can and cannot be used.
        ii. A tribe is requesting county level data that is not publicly available: The county area manager(s) will need to sign off on the data request and be involved in discussions around how the data can and cannot be used.
3. Once the appropriate form has been completed, please send to the STD Control Program Manager for approval.
4. Once approved, the STD Control Program Manager will save the request here and update the appropriate log.
    a. The Data Request Log is used for one time requests and the Summary of STD MOUs and DSAs is used for data sharing agreements and MOUs.
    b. One time requests are stored in a folder named by the year in which the data was requested
    c. Ongoing requests are grouped by the requestor (i.e. County, Tribe, nature of request) etc.

5. Maintain copies of all coding and the end product used to complete request and store them in the appropriate subfolder here.
6. Be sure to notify the STD Control Program Manager when the request has been completed.

Data Request Form

Instructions:

This form is designed for persons requesting Arizona STD Surveillance Data from the ADHS STD Control Program. Please fill out all components of this form to the best of your ability. Depending on the complexity of the request, it can take **a minimum of two weeks** to process requests. If your organization does not have a Data Sharing Agreement with ADHS, please submit this form with your company letterhead.

Requestor Information:

Name		**Title**		**Company/Organization**	
Email				**Phone Number**	

Data Request:

What is the purpose for requesting this data?	
Please describe what data is needed: What disease(s)(if syphilis, indicate stages) What timeframe (past decade/year/month) What population (state/county/age/gender/etc.)	
In what format would like you the data to be prepared? (i.e. graph, line list, table, etc.)	
What steps will be taken to ensure data security and confidentiality?	

How will the data be delivered? (i.e. secure email, uploaded to the Health Services Portal, etc.)	
How will the data be used, analyzed, published, and/or distributed?	
When is the data needed? Please allow a minimum of 2 weeks to process your data requests.	

Once finished, please email this form to std@adhs.gov

Please note that all media request should be submitted directly to the ADHS Public Information Office (http://azdhs.gov/director/public-information-office/index.php#contact-us).

ADHS STD Control Program

Description of Data Sharing Plan

Instructions:

This form is designed for persons requesting **potentially identifiable** data from the ADHS STD Control Program on a regular basis. Please fill out all components of this form to the best of your ability. Depending on the complexity of the request, it can take **a minimum of two weeks** to process requests. ADHS reserves the right to deny any request that could jeopardize data security and/or confidentiality.

Requestor Information:

Name		**Title**	
Company/ Organization			
Email			
Phone Number			

Data Request:

What is the purpose for requesting this data?	
Please describe what data is needed: 1. What disease(s) *(if syphilis, indicate stages)* 2. What timeframe *(past decade/year/month)* 3. What population *(state/county/age/gender/etc.)*	
In what format would like you the data to be prepared?	

(i.e., graph, line-list, table, etc.)	
Is the proposed activity determined to be consistent with all laws and regulations?	
What steps will be taken to ensure data security and confidentiality?	
How will the data be delivered? *(Secure email or upload to the Health Services Portal are recommended for potentially identifiable data)*	
How will the data be used, analyzed, published, and/or distributed?	
What physical and electronic security measures are in place for transferring and storing the data?	
What are the potential risks and benefits of data sharing?	
When is the data needed? *Please allow a minimum of 2 weeks to process data requests.*	

Please email completed form to std@adhs.gov

Requestor

STD Control Program Manager

EXHIBIT I – IMMUNIZATION DATA (ASIIS)

Time Frame and Scope of Data Shared:

All data in ASIIS for residents within the jurisdiction of PCPHSD, and events reported into ASIIS by medical providers located within the jurisdiction of PCPHSD.

Principal Contacts:

Arizona Department of Health Services
Bureau of Immunization Services (BIZS)
150 N 18th Ave., Ste. #260
Phoenix, AZ 85007
Email: ASIISHelpDesk@azdhs.gov
Phone: (602) 364-3899

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the ASIIS production data. Sharing of immunization events (ASIIS) data is facilitated by granting access to ASIIS to authorized persons designated by PCPHSD to have such access.

Method of Data Transfer:

In addition to ASIIS access, PCPHSD may request HEDIS reports for specific entities by submitting required information to the ADHS ASIIS Program Manager, and summary information will be produced and released by secure transfer method agreed by ADHS and PCPHSD.

Allowable Data Uses:

Public Health allowable activity as defined by HIPAA. Any research use must first be reviewed and approved by the ADHS HSRB.

EXHIBIT J – HIV/AIDS SURVEILLANCE DATA (EHARS)

Time Frame and Scope of Data Shared:

All data in EHARS for residents within the jurisdiction of PCPHSD, and events reported into ASIIS by medical providers located within the jurisdiction of PCPHSD. The HIV/AIDS data are of an exceptionally sensitive and private nature, and for this reason close collaboration in sharing, using, and protecting these data are appropriate as a condition of this sharing. Data access will be provided on a read-only basis, and PCPHSD will coordinate closely with ADHS HIV/AIDS Surveillance to assure data quality is maintained, and that data are used in a manner that complies with all special CDC HIV/AIDS Surveillance requirements and regulations. Otherwise, federal HIV/AIDS surveillance funding to Arizona might be jeopardized.

Principal Contacts:

Rick DeStephens
Arizona Department of Health Services
Office of HIV & Hepatitis C Services
150 N 18th Ave., Ste. 280
Phoenix, AZ 85007
Email: rick.destephens@azdhs.gov
Phone: (480) 341-3543

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the E-HARS production data on a read-only basis. Sharing of HIV/AIDS surveillance (E-HARS) data is facilitated by granting limited access to E-HARS to authorized persons designated by PCPHSD to have such access.

Method of Data Transfer:

PCPHSD and ADHS HIV/AIDS Surveillance will collaborate, and closely coordinate the exchange of HIV/AIDS Surveillance data due to the extremely sensitive nature of the information it contains. ADHS and PCPHSD will use HIV/AIDS data shared under this agreement in a manner that fully complies with usage and privacy restrictions defined by the HIV/AIDS branch of the CDC and required as a condition of HIV/AIDS Surveillance grant funding to ADHS for the collection of these data. There will be no unauthorized uses of HIV/AIDS data shared with PCPHSD which have not been agreed to by both PCPHSD and ADHS.

Allowable Data Uses:

Public Health allowable activity as defined by HIPAA and conforming to the CDC Security and Confidentiality Guidance and the responding ADHS Security & Confidentiality document. Any research use must first be reviewed and approved by the ADHS HSRB.

EXHIBIT K – ARIZONA STATE TRAUMA REGISTRY (ASTR)

Time Frame and Scope of Data Shared:

Annual data files are shared once produced by ADHS. Typically, the annual data file has been closed, cleaned, and finalized by the first day of August.

Data Fields Shared:

All data elements found in the ASTR FULL data set.

Limitations on Data Use:

Data may only be used for public health activity. No identifiable information may be published. No contact may be attempted with agencies or individuals contained within the shared ASTR data unless approved by ADHS.

Principal Contacts:

Arizona Department of Health Services
Bureau Chief, Bureau of EMS and Trauma System
150 N 18th Avenue, Suite 540
Phoenix, AZ, 85007
Phone: (602) 364-3149

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Frequency of Data Sharing:

Data can be shared annually, as PCPHSD requests it.

Method of Data Transfer:

Data may be transferred from ADHS to PCPHSD by the following method listed in section 2.2.4 of this DSA.

- Encrypted file transfer using Secure File Transfer Protocol (SFTP)

Selection Criteria:

All events in the FULL Data Set which occurred within the jurisdiction of PCPHSD, or which were reported by a provider located within the jurisdiction of PCPHSD.

Additional Information:

PCPHSD will need to share any report/publication produced using the provided data, on an ongoing basis.

EXHIBIT L – TUBERCULOSIS SURVEILLANCE CASE DATA

Allowable Purpose:

Data are exchanged by PCPHSD and ADHS primarily for conducting public health interventions to maintain continuity of care for persons diagnosed with Tuberculosis (TB), especially when they move across state or county jurisdictions. Data may also be used for other allowable public health practice, including surveillance, and research as a part of a joint public health initiative between PCPHSD and ADHS. Specific research projects must be approved as described in this DSA.

Limitations on Data Use:

Data may only be used as described above, for allowable public health interventions, surveillance, or as part of a mutually agreed research project. Re-release of data is allowed by ADHS to other public health statutory authorities, their designated agents, or governments of other nations for the sole purpose of maintaining continuity of TB medical treatment to individuals diagnosed with TB.

Principal Contacts:

At ADHS:
Quentin Mazzaferro
Arizona Department of Health Services
Office of Disease Integration and Services
150 N 18th Avenue, Suite 540
Phoenix, AZ, 85007
Phone: (602) 364-3846
Email: tb@azdhs.gov

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Frequency of Data Release:

Individual case data will be provided upon request.

Selection Criteria:

Based upon individual level identifiers of persons known to have been diagnosed with TB.

EXHIBIT M – MEDSIS Non-Communicable Disease Data

Allowable Data Uses:

All uses allowable under applicable law as determined by PCPHSD. For Research uses, PCPHSD may use an Institutional Review Board of choice to oversee the protection of human ethics/privacy rights in data use.

Time Frame and Scope of Data Shared:

All data in MEDSIS injury module for residents within the jurisdiction of PCPHSD, and events reported into MEDSIS injury module by medical providers located within the jurisdiction of PCPHSD.

Principal Contacts:

Arizona Department of Health Services
Business Intelligence Office
150 N 18th Ave., Ste. 550
Phoenix, AZ 85007
Email: medsishelpdesk@azdhs.gov

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the MEDSIS production data. Sharing of reportable health event (MEDSIS) data is facilitated by granting access to MEDSIS to authorized persons designated by PCPHSD to have such access. Data files will be shared/updated daily.

Method of Data Transfer:

Data is maintained and protected by ADHS while it is resident on the ADHS MEDSIS server. PCPHSD becomes the owner of all data downloaded by or transferred to PCPHSD, and becomes responsible to maintain and protect the downloaded or transferred data. Data may be transferred from ADHS to PCPHSD by any of the following methods listed in section 2.2.4 of this DSA.

- Encrypted file transfer using Secure File Transfer Protocol (SFTP)
- Secure Application Programming Interface (API)
- Secure direct data access from ADHS Snowflake data lakehouse
- Secure direct access to system/application of record

EXHIBIT N – MEDSIS Environmental Exposure Data

Allowable Data Uses:

All uses allowable under applicable law as determined by PCPHSD. For Research uses, PCPHSD may use an Institutional Review Board of choice to oversee the protection of human ethics/privacy rights in data use.

Time Frame and Scope of Data Shared:

All data in MEDSIS for residents within the jurisdiction of PCPHSD, and events reported into MEDSIS by reporting entities located within the jurisdiction of PCPHSD.

Principal Contacts:

Arizona Department of Health Services
Business Intelligence Office
150 N 18th Ave., Ste. 550
Phoenix, AZ 85007
Email: medsishelpdesk@azdhs.gov

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Data Fields Shared:

All fields shared.

Frequency of Data Sharing:

Real-time continuous access to the MEDSIS production data. Sharing of reportable health event (MEDSIS) data is facilitated by granting access to MEDSIS to authorized persons designated by PCPHSD to have such access.

Method of Data Transfer:

Data is maintained and protected by ADHS while it is resident on the ADHS MEDSIS server. PCPHSD becomes the owner of all data downloaded by or transferred to PCPHSD, and becomes responsible to maintain and protect the downloaded or transferred data. Data may be transferred from ADHS to PCPHSD by any of the following methods listed in section 2.2.4 of this DSA.

- Encrypted file transfer using Secure File Transfer Protocol (SFTP)
- Secure Application Programming Interface (API)
- Secure direct data access from ADHS Snowflake data lakehouse
- Secure direct access to system/application of record

EXHIBIT O - Prehospital Information and EMS Registry System (AZ-PIERS)

Allowable Purpose:

Data are allowed to be exchanged by ADHS and PCPHSD for conducting Public Health practice and Quality Assurance. Data is not allowed to be used for research. Proposed sharing of data are to be reviewed on a case-by-case basis by using the public facing Data Request Form found on the Bureau's webpage.

Limitations on Data Use:

Data may only be used as described above, no identifiable information may be published, no contact may be attempted with agencies or individuals contained in the data unless approved as described above. Use of data must be within the limitations of Arizona statutes regarding this data.

Principal Contacts:

Bureau of Emergency Medical Services & Trauma System
150 N. 18th Ave., Suite 540
Phoenix, AZ 85007
(602) 364-3150
(800) 200-8523

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Selection Criteria:

Incidents which occurred within the jurisdiction of PCPHSD or PCPHSD residence (if available).

Data Fields Shared:

Minimum required as reviewed and approved within the allowed purposes process.

Frequency of Data Sharing:

As needed and agreed upon for each project.

Additional Information:

PCPHSD will need to share any report/publication produced using the provided data, on an ongoing basis.

Method of Data Transfer:

Data may be transferred from ADHS to PCPHSD by any of the following methods listed in section 2.2.4 of this DSA.

- Encrypted file transfer using Secure File Transfer Protocol (SFTP)

EXHIBIT P - Pregnancy Risk Assessment Monitoring System (PRAMS)

Allowable Purposes:

For Public health purposes. This data will be used to identify groups of women and infants at high risk for health problems to monitor changes in health status and to measure progress towards goals in improving the health of mothers and infants.

Limitations on Data Use:

4. PRAMS will provide PCPHSD with annual data sets of PRAMS data beginning with the 2020 dataset on an annual basis. The data will be scrubbed of potential identifiers following the HHS Safe Harbor Methods in order to protect privacy and confidentiality of PRAMS participants.
5. Any questions on the appropriate use of the shared data for research will be referred to the PRAMS coordinator and the parties referred to in Section 19 of this DSA.
6. I will not release the data set or any part of it to any person other than those listed as collaborators in the proposal. I will assure that all approved collaborators understand that they may not share the data set or any part of it.
7. PCPHSD will follow data suppression guidelines to develop and publish any PRAMS reports (all counts less than 6 will be suppressed and provide warnings for estimates that are based on counts less than 10).
8. Any publication of data needs to first receive approval from the PRAMS program manager.
9. PCPHSD will neither attempt, nor permit others to attempt, to use the data set or link it with other data sets to learn the id of any participant. If the id of a respondent should be inadvertently discovered, I will not use and/or distribute this information, nor will I permit others to use the information. I will inform the AZ PRAMS staff at azpramsmanager@azdhs.gov of the discovery but will not disclose any identifiable data in the email, so they can prevent future discoveries. I pledge that neither I nor other members of my team will inform anyone else of this knowledge.
10. When the proposed analyses are completed, all copies of these data will be destroyed.

Protocol for Data Breaches:

The CDC requires immediate reporting of any security breach of PRAMS data. In the event of a breach:

PCPHSD shall notify the PRAMS program immediately via email upon the discovery of a data breach.

PCPHSD shall immediately investigate such security incident, breach, or unauthorized use or disclosure of participant information, including:

- What data elements were involved and the extent of the data involved in the breach;
- A description of the unauthorized person(s) known or reasonably believed to have improperly used or disclosed the protected information;
- A description of where the protected information is believed to have been improperly transmitted, sent, or utilized;

- A description of the probable causes of the improper use or disclosure; and Whether Arizona Revised Statutes (A.R.S) 44-7501 or any other federal or state laws requiring individual notifications of breaches are triggered.

PCPHSD shall provide a written report of the investigation to the PRAMS program within forty-eight (48) hours of the discovery of the breach or unauthorized use or disclosure. The report shall include the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

As described in protocol PRAMS shall report the breach to the Centers for Disease Control and Prevention as an 'adverse event' and shall follow all other pertaining protocols set in the implementation manuals from the CDC.

Principal Contacts:

1. AZ PRAMS Principal Investigator: 480-273-3974
2. AZ PRAMS Manager: 480-216-9790
3. Population Survey Epidemiologist: 480-341-1201

Bureau of Assessment and Evaluation
Division of Public Health - Prevention Services
Arizona Department of Health Services
150 N. 18th Avenue, Suite 310
Phoenix, Arizona 85007

Pinal County Public Health Services District
Data Analyst, Kaeli Lugo
971 N Jason Lopez Circle, Building D
Florence, AZ. 85132
Email: Kaeli.Lugo@pinal.gov
Phone: 520-866-7306

Selection Criteria:

Limited de-identified PRAMS data as agreed by ADHS and PCPHSD that match the selection criteria described in section 2.2.1 of this DSA, including zip-code.

Frequency of Data Sharing:

On an annual basis, unless otherwise agreed upon.

Method of Data Transfer:

Data may be transferred from ADHS to PCPHSD by any of the following methods listed in section 2.2.4 of this DSA.

- Encrypted file transfer using Secure File Transfer Protocol (SFTP)

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

March 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Pursuant to A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN, that the public will have physical access to the meeting room at 9:15 AM.

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time	Who	Approval

ATTACHMENTS:

Click to download
No Attachments Available

PINAL COUNTY
WIDE OPEN OPPORTUNITY

AGENDA ITEM

March 5, 2025 ADMINISTRATION BUILDING A
FLORENCE, ARIZONA

REQUESTED BY:

Funds #:

Dept. #:

Dept. Name: Clerk of the Board

Director: Natasha Kennedy

BRIEF DESCRIPTION OF AGENDA ITEM AND REQUESTED BOARD ACTION:

Meeting Notice of Posting

BRIEF DESCRIPTION OF THE FISCAL CONSIDERATIONS AND/OR EXPECTED FISCAL IMPACT OF THIS AGENDA ITEM:

BRIEF DESCRIPTION OF THE EXPECTED PERFORMANCE IMPACT OF THIS AGENDA ITEM:

MOTION:

History

Time	Who	Approval

ATTACHMENTS:

Click to download
Notice of Posting

PINAL COUNTY
WIDE OPEN OPPORTUNITY

MEETING NOTICE OF POSTING

STATE OF ARIZONA

COUNTY OF PINAL

I, Natasha Kennedy, being duly sworn upon her oath, says as follows:

I am the appointed Clerk of the Pinal County Board of Supervisors.

In my position as Clerk of the Board of Supervisors and Board of Directors, I am responsible for posting all Agendas.

Pursuant to A.R.S. 38-431.02 notice is hereby given that the Pinal County Board of Supervisors and Pinal County Board of Directors will hold a Regular meeting on **Wednesday, March 5, 2025 at 9:30 AM** in the Board Hearing Room, 1891 Historic Courthouse, Administrative Complex, located at 135 N. Pinal Street, Florence, Arizona 85132. The public will have physical access to the meeting room at 9:15 AM.

Notice of Possible Recess: The Board may take a Recess around 12:30 PM and the meeting will reconvene around 1:00 PM.

Board Meetings are broadcasted live and the public may access the meeting on the County Website at Pinal.gov under "Meeting Videos."

Board Agendas are available on the County Website at Pinal.gov under "Agendas & Minutes."

At any time during business hours, citizens may reach the Clerk of the Board Office at (520) 866-6068 or via email at **ClerkoftheBoard@pinal.gov** for information about Board meeting participation.

Note: One or more members of the Board may participate in this meeting by telephonic conference call.

I hereby further certify that I caused to be posted this Friday, February 28, 2025, around 11:00 AM the Regular Agenda, Public Health Service District Agenda, and Executive Session as follows:

1. A kiosk located outside the front entrance to The Old Historical Courthouse, Administrative Complex Building, 135 North Pinal Street, Florence, Arizona 85132
2. County Website under Agendas & Meetings located at Pinal.gov
3. Emailed the NOVUS Agenda Distribution List and Clerk of the Board Notification Distribution List

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Official Pinal County, Arizona Seal this 28th day of February, 2025.

THE SEAL OF PINAL COUNTY ARIZONA 18 45

Natasha Kennedy
Clerk of the Board of Supervisors
Pinal County, Arizona