

## COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator:  Date Prepared:

Point of Contact:  Phone Number:

Department:

### PRIMARY GRANT

Primary Grantor:  CFDA:

Grant Title:

Grant Term From:  To:  Total Award Amount:

New Grant:  Yes  No

Grant No.:

Amendment No.:

Funding No.:  If new, Finance will assign a funding number.

Strategic Plan:  District:  Mandated by Law?  Yes  No

Number of Positions Funded:  Asset(s) Acquired:

Briefly describe the purpose of the grant.

Purpose: Subject to availability of data and ADHS resources, ADHS agrees to provide CHSS with Hospital Discharge Data as defined in this MOU in a mutually agreeable format.

If this is a mandated service, cite the source. If not mandated, cite indications of local customer support for this service.

**PRIMARY FUNDING SOURCE:**

|               |  |                       |                                |
|---------------|--|-----------------------|--------------------------------|
| Funding Year: | <input type="text" value="2014-2015"/> | Federal Funds 332.100 | <input type="text" value="0"/> |
|               |  | State Funds 336.100   | <input type="text" value="0"/> |
|               |  | County Funds 391.000  | <input type="text" value="0"/> |
|               |  | Other Funds:          | <input type="text" value="0"/> |
|               |  | Total Funds:          | <input type="text" value="0"/> |
| Funding Year: | <input type="text" value="2014-2015"/> | Federal Funds 332.100 | <input type="text" value="0"/> |
|               |  | State Funds 336.100   | <input type="text" value="0"/> |
|               |  | County Funds 391.000  | <input type="text" value="0"/> |
|               |  | Other Funds:          | <input type="text" value="0"/> |
|               |  | Total Funds:          | <input type="text" value="0"/> |
| Funding Year: | <input type="text" value="2014-2015"/> | Federal Funds 332.100 | <input type="text" value="0"/> |
|               |  | State Funds 336.100   | <input type="text" value="0"/> |
|               |  | County Funds 391.000  | <input type="text" value="0"/> |
|               |  | Total Revenue:        | <input type="text" value="0"/> |

Has this amount been budgeted?  Yes  No

Method of collecting funds:  Lump Sum  Quarterly  Draw  Reimbursement

Is reversion of unexpended funds required at the end of grant period?  Yes  No

(a) Total A-87 Cost Allocation:  (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure?  Yes  No

If yes, dollar amount or percentage allowed:

Second Grantor:

Grant Term From:  To:

Secondary Award Amount:

Grant No.:

Amendment No.:

Funding Year:  Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Funding Year:  Federal Funds 332.100

State Funds 336.100

County Funds 391.000

Other Funds:

Total Revenue:

Has this amount been budgeted?  Yes  No

Method of collecting funds:  Lump Sum  Quarterly  Draw  Reimbursement

Is reversion of unexpended funds required at the end of grant period?  Yes  No

(a) Total A-87 Cost Allocation:  (b) Amount of overhead allowed by grant:

County Subsidy (a) - (b):

Does Grantor accept indirect costs as an allowable expenditure?  Yes  No

If yes, dollar amount or percentage allowed:

Is County match required?  Yes  No

County Match Source:

County match dollar amount or percentage:

Signature: J. STEIGER

Board Approval: \_\_\_\_\_

Date \_\_\_\_\_

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[Print Form](#)

[Submit by Email to Finance](#)

Please e-mail completed form to [FinanceIdevore@cochise.az.gov](mailto:FinanceIdevore@cochise.az.gov).

**NOTE: Once approved by the Board of Supervisors, the department is responsible for sending a copy of the fully executed grant document to the Finance Department**

## Executive Summary Form

### **Agenda Number: HLT**

#### **Recommendation:**

Approve the new MOU, Sharing of Hospital Discharge Data, between Cochise Health & Social Services and the Arizona Department of Health Services, for a period of three (3) years thru 4/27/2018, beginning after approval, unless terminated, cancelled or extended as provided for within the agreement.

#### **Background:**

**Purpose:** Subject to availability of data and ADHS resources, ADHS agrees to provide CHSS with Hospital Discharge Data as defined in this MOU in a mutually agreeable format. Sharing of this information will allow CHSS to collect, and eventually analyze data on the health and well being of Cochise County residents, current health trends, concerns, needs, improvements and other areas. It will be a highly valuable tool for CHSS in future public health endeavors.

**Exceptions -** Both parties agree that CHSS does not require, and ADHS shall not provide CHSS (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.

**Selection Criteria -** ADHS will select records to give to CHSS if the record meets this criterion: for residents within Cochise County, registered within Cochise County, submitted by a facility within Cochise County, or remains transported within Cochise County for inclusion. 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 CHSS for inclusion.

**Data Requests -** To request data CHSS must submit a request in writing to ADHS. Following initial release of data under this MOU, CHSS may request updated data as needed.

**Fiscal Impact & Funding Sources:** There is no fiscal impact to Cochise County.

**Next Steps/Action Items/Follow-up:** Your approvals are respectfully requested.

Your approval is respectfully requested.

#### **Impact of Not Approving:**

CHSS will not be able to enter into this highly valuable data sharing agreement with ADHS, allowing for CHSS to collect and analyze important health related statistical data in regards to Cochise County, its residents, and the current health trends of our population.

**MEMORANDUM OF UNDERSTANDING  
FOR THE SHARING OF HOSPITAL DISCHARGE DATA  
BETWEEN  
ARIZONA DEPARTMENT OF HEALTH SERVICES  
AND  
COCHISE HEALTH AND SOCIAL SERVICES**

**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**, Cochise Health & Social Services (CHSS) is a division of Cochise County government established to promote and protect public health and welfare through the operation of health related programs within the county.

**WHEREAS**, CHSS is a 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.

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

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

1. **DEFINITIONS**. Capitalized terms used herein shall have the meanings set forth in this Section 1.
  - 1.1 **"Authorized Persons"** means CHSS employees or contractors who have a need to know or otherwise access Personally Identifying Information to enable CHSS to perform its mission in conformance with the requirements of this MOU and who are bound in writing by confidentiality obligations sufficient to protect Personally Identifying Information in accordance with the terms and conditions of this MOU and applicable law.
  - 1.2. **"Hospital Discharge Data"** means the health information organized and maintained by ADHS from hospital discharge reports received by ADHS under A.A.C. R9-11-402 and A.A.C. R9-11-502 and applicable law, including, but not limited to, patient names, mailing addresses and geocodes, dates of birth, gender, race, ethnicity, discharge status, disease codes, procedures performed and such other Hospital Discharge

information reported to ADHS under applicable law. Hospital discharge data is limited to records of inpatient stays and emergency department visits.

- 1.3. **"Personally Identifying Information"** means information provided to CHSS 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 MOU, 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 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.
- 1.6. **"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 CHSS 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 CHSS or any Authorized Persons or a breach or alleged breach of this MOU 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 CHSS with Hospital Discharge Data as defined in section 2.2.1 of this MOU in a mutually agreeable format.

### **2.2. Scope**

Section 2.1 notwithstanding, the Parties agree that CHSS does not require, and ADHS shall not provide CHSS (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 CHSS if the record meets this criterion: for residents within Cochise County, registered within Cochise County, submitted by a facility within Cochise County, or remains transported within Cochise County for inclusion. 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 CHSS for inclusion.

#### 2.2.2. Data Requests

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

### 2.3. Inadvertent Disclosure

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

## 3. NO SUPERSESION OF PAST AGREEMENTS

This MOU is not intended to and **shall not** supersede or replace any currently valid MOU in place between CHSS and ADHS.

## 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 4 and 5 or until the MOU

is otherwise terminated under the following terms and conditions:

**6.1.1. Termination without Cause**

Both ADHS and CHSS 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 reserves the right to terminate the MOU in whole or in part due to the failure of CHSS to comply with any material obligation, term or condition of this MOU. ADHS agrees to provide CHSS with written notice detailing the area of alleged lack of compliance or non-performance and to provide CHSS with 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 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 the MOU on behalf of ADHS is, or becomes at any time while the MOU or an extension of the MOU are in effect, an employee of or a consultant to any 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. CHSS shall monitor the use of all Hospital Discharge Data disclosed by ADHS 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 7, shall survive the expiration or termination of this MOU, except as expressly provided for herein.

**7.3. Minimum Safeguards for PHI**

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

minimum, require that CHSS and its 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 on CHSS data collection and analysis as an Authorized Person.
- 7.3.2. Ensure that any Authorized Persons, including any agent, or subcontractor to CHSS, to whom CHSS provides confidential medical information, or Personally Identifying Information under this MOU, agrees to the same restrictions and conditions that apply through this MOU to CHSS 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 Hospital Discharge Data shared pursuant to this MOU only on secured servers or encrypted devices within CHSS, which, at the termination of this MOU, shall be securely deleted upon the conclusion of this MOU consistent with the requirements of this MOU and applicable law.
- 7.3.5. Provide ADHS with a description of the security measures that are in place to maintain the confidentiality of the data being received under this MOU. CHSS will consider the items described in the document titled "Security Considerations for Applicants" prepared by the ADHS HSRB (See [http://www.azdhs.gov/ops/oacr/documents/HSRB\\_SecurityChecklist.pdf](http://www.azdhs.gov/ops/oacr/documents/HSRB_SecurityChecklist.pdf)).
- 7.3.6. Provide ADHS, upon request, with a current list of Authorized Persons, and evidence that all Authorized Persons who have access to the Hospital Discharge Data shared under this MOU have participated in any required training and signed any documents that are necessary to keep both CHSS 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.
- 7.3.7. Provide or continue to provide the ADHS with a copy of CHSS's procedure for the notification of ADHS of any Security Breach, which shall include a requirement that any user of the Hospital Discharge Data shared under this MOU shall immediately notify a designated individual at CHSS 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 Hospital Discharge Data shared under this MOU, until the data is destroyed. The ADHS 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 CHSS employees with a need to know that CHSS is prohibited from storing Hospital Discharge Data on non-encrypted flash drives, CDs, external drives, smart phones or other non-networked hard drives.
- 7.3.10. 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 MOU or at such time that such destruction is required by applicable law.
- 7.3.11. Take all reasonable steps to ensure that Authorized Persons who have access to the Hospital Discharge Data shared under this MOU shall maintain the same in strict confidence after the termination of this MOU; provided that CHSS'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; or
  - 7.3.11.1.4. 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.

#### **7.4. Security Breach**

In the event of a Security Breach, pursuant to A.R.S. § 44-7501, CHSS 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, CHSS 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 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, CHSS shall retain all data and other records ("records") relating to the MOU for a period of five (5) years after the completion of the MOU. All records shall be subject to inspection and audit by ADHS at reasonable times. CHSS shall provide ADHS the right of access to CHSS 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 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 including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona.

**13. RELATIONSHIP OF PARTIES**

CHSS warrants that it is acting as an independent entity 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**

CHSS shall not advertise, publish, or re-release any information for commercial benefit concerning this MOU 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 CHSS will use the Hospital Discharge Data exclusively for (i) community health profiles; (ii) health surveillance activities; (iii) public health interventions designed solely to enhance the well-being of county residents.
- 19.2 CHSS must request approval from ADHS HSRB to use data for the development of research studies as defined in this MOU. If it is unclear to CHSS whether the data use is research or public health practice or both, then CHSS must request clarification from ADHS HSRB.
- 19.3 CHSS activities using the ADHS data that generate external papers, or publications for dissemination outside of CHSS must have specific written review and clearance from the data owner at ADHS before release. CHSS shall allow 30 calendar days for ADHS review.
- 19.4 ADHS shall be cited as the source of the data in all tables, reports, presentations, and scientific papers, and CHSS or its corresponding authors shall be cited as the source of interpretations, calculations, and/or manipulations of the data.
- 19.5 ADHS retains exclusive ownership of the data shared with CHSS under this MOU. Any release or modified re-release of data shared under this MOU requires prior ADHS approval.

**20. NOTICES, CORRESPONDENCE AND REPORTS**

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

ARIZONA DEPARTMENT OF HEALTH SERVICES  
Hospital Data Manager, Bureau of Public Health Statistics  
150 N. 18<sup>th</sup> Avenue, Suite 550  
Phoenix, AZ 85007  
Phone: (602)542-8064

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

CHSS Director  
Cochise Health and Social Services  
**Attn: CHSS Director**  
1415 Melody Lane, Bldg A  
Bisbee, AZ 85603  
Phone: 520-432-9404  
Fax: 520-432-9480

**Attn:**

Phone:  
Fax:

***Signatures/Approvals:***

Cochise County Board of Supervisors:

Arizona Department of Health Services:

\_\_\_\_\_  
Pat Call, Chairman

\_\_\_\_\_  
Chief Procurement Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attestation:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Arlthe Rios, Clerk of the Board,  
Cochise County

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING DETERMINATION**

Re: Memorandum of Understanding, subject to availability of data and ADHS resources, ADHS agrees to provide Cochise Health & Social Services (CHSS) with Hospital Discharge Data on county residents in a mutually agreeable format; to request data CHSS must submit a request in writing to ADHS. Following initial release of data under this MOU, CHSS may request updated data no more often than every six months, the purpose of this MOU is collecting and analyzing health related demographics and statistical data in Cochise County, between the Cochise Health & Social Services and the Arizona Department of Health Services.

The attached agreement, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952 on behalf of the Cochise Health & Social Services by the undersigned Deputy County Attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Approved as to form this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**BRIAN MCINTYRE**  
Cochise County Attorney

By: \_\_\_\_\_  
Elda E. Orduno  
Deputy County Attorney