

**MEMORANDUM OF UNDERSTANDING**  
**MOU# HU156025**

**MEMORANDUM OF UNDERSTANDING**  
**FOR THE SHARING OF PUBLIC HEALTH DATA**  
**BETWEEN**  
**THE ARIZONA DEPARTMENT OF HEALTH SERVICES**  
**AND**  
**Cochise Health & 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 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 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 one (1).
  - 1.1 **"Authorized Persons"** means: ADHS and CHSS employees or contractors who have a need to know or otherwise access protected information including Personally Identifying Information to enable ADHS and CHSS 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 CHSS, or by CHSS to ADHS that: (i) identifies or can be used to identify an individual

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(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 CHSS 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 CHSS under applicable law. The elements of data shared and specific restrictions of their use under this MOU are fully described in subsection 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 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 ADHS and CHSS 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

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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 CHSS.

**2. PURPOSE AND SCOPE OF AGREEMENT**

**2.1. Purpose**

Subject to availability of data and resources, ADHS and CHSS 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 CHSS 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 CHSS if the record meets any of these criterion: for residents within the jurisdictional boundary of CHSS, or which has been submitted by a facility within the jurisdictional boundary of CHSS, or human remains transported within the jurisdictional boundary of CHSS. 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 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 CHSS 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 CHSS may request updated data as needed.

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2.2.3 Data Elements

The data that will be provided by ADHS to CHSS or by CHSS 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 CHSS, and which meets the requirements of ADHS and CHSS 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 CHSS. The CHSS 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 CHSS staff designated as Authorized Persons for the data element(s) they are accessing. To utilize this method of access, CHSS 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 CHSS.

**2.3. Inadvertent Disclosure**

In the event that ADHS or CHSS 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 CHSS 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.

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**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 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 and CHSS 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 CHSS 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 CHSS 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.

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**7.3. Minimum Safeguards for PHI**

ADHS and CHSS 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 CHSS 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 CHSS as an Authorized Person.
- 7.3.2. Ensure that any Authorized Persons, including any agent, or subcontractor to ADHS or CHSS, to whom ADHS or CHSS 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 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 data shared under this MOU only on secured servers or encrypted devices within ADHS or CHSS. 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 CHSS 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](https://www.azdhs.gov/documents/director/administrative-counsel-rules/HSRB_SecurityChecklist.pdf)).
- 7.3.6. ADHS and CHSS 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 CHSS 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

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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 CHSS 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 CHSS 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 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.
- 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 CHSS 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

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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 CHSS 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 CHSS 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 CHSS 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 CHSS that were received under this MOU shall be subject to inspection and audit by the agency that shared them at reasonable times. ADHS and CHSS 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.

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**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 CHSS 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 CHSS 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**

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- 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 CHSS 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 CHSS 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 CHSS 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 CHSS to ADHS shall be sent to:

Arizona Department of Health Services  
Attn. Public Health Data Sharing, Bureau of Public Health Statistics  
150 N. 18<sup>th</sup> Avenue, Suite 550  
Phoenix, AZ 85007

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Phone: (602) 542-8064

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

Cochise Health & Social Services  
Attn: Alicia M. Thompson, DrPH, MSW, Director  
1415 West Melody Lane, Building A  
Bisbee, Arizona 85603-3090  
Phone: (509) 981-8571

***Signatures/Approvals:***

For Cochise County Health Services:

For Arizona Department of Health Services:

\_\_\_\_\_  
Cochise County Director

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

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

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

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

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

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

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**EXHIBIT B**

**ARIZONA VITAL RECORDS BIRTH DATA – De-Identified Data Set**

**Allowable Purpose:**

Data are allowed to be exchanged by ADHS and CHSS 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 18<sup>th</sup> 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 CHSS that data shared will be limited to records that match the selection criteria described in section 2.2.1 of this MOU.

**EXHIBIT C**

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**ARIZONA VITAL RECORDS DEATH DATA – De-Identified Data Set**

**Allowable Purpose:**

Data are allowed to be exchanged by ADHS and CHSS 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 18<sup>th</sup> 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 CHSS that data shared will be limited to records that match the selection criteria described in section 2.2.1 of this MOU.

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**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 **CHSS** 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';
```

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```
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.);
```

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

**Allowable Purpose:**

Data are allowed to be exchanged by ADHS and CHSS 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 18<sup>th</sup> 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

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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	

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**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 CHSS, 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.

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**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 CHSS
- ADHS and CHSS will collaborate to review and redact responses as needed to protect respondent confidentiality when producing any analyses below the county level.
- ADHS will assist CHSS as needed to develop and assign each survey response to all geographic regions below the county level as requested by CHSS
- Neither the residence zip code value, nor PCA assignment of nearest intersection response are to be released by CHSS 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 CHSS 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.

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**EXHIBIT G – MEDSIS Communicable Disease Data**

**Time Frame and Scope of Data Shared:**

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

**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 CHSS to have such access.

**Method of Data Transfer:**

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

**Allowable Data Uses:**

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

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## **EXHIBIT H – SEXUALLY TRANSMITTED DISEASE DATA (PRISM)**

### **Time Frame and Scope of Data Shared:**

All data in PRISM for residents within the jurisdiction of CHSS, and events reported into PRISM by medical providers located within the jurisdiction of CHSS. Exception: cases or their contacts from other jurisdictions may be viewed by CHSS 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 CHSS to have such access.

### **Method of Data Transfer:**

Data is maintained and protected by ADHS while it is resident on the ADHS PRISM server. CHSS becomes the owner of all data downloaded from the ADHS PRISM server by CHSS, 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, CHSS 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. CHSS may request data using the STD Data Request Protocol and applications shown below:

## **STD Data Request Protocol**

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### **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.

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### 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](http://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.

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**Data Request Form**

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**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:**

<b>Name</b>		<b>Title</b>		<b>Company/Organization</b>	
<b>Email</b>				<b>Phone Number</b>	

**Data Request:**

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

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

Once finished, please email this form to [std@adhs.gov](mailto:std@adhs.gov)

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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>).

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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:**

<b>Name</b>		<b>Title</b>	
<b>Company/ Organization</b>			
<b>Email</b>			
<b>Phone Number</b>			

**Data Request:**

<b>What is the purpose for requesting this data?</b>	
<b>Please describe what data is needed:</b> <ol style="list-style-type: none"> <li>1. What disease(s) <i>(if syphilis, indicate stages)</i></li> <li>2. What timeframe <i>(past decade/year/month)</i></li> <li>3. What population <i>(state/county/age/gender/etc.)</i></li> </ol>	

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

Please email completed form to [std@adhs.gov](mailto:std@adhs.gov)

\_\_\_\_\_  
Requestor

\_\_\_\_\_  
STD Control Program Manager

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**EXHIBIT I – IMMUNIZATION DATA (ASIIS)**

**Time Frame and Scope of Data Shared:**

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

**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 CHSS to have such access.

**Method of Data Transfer:**

In addition to ASIIS access, CHSS 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 CHSS.

**Allowable Data Uses:**

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

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**EXHIBIT J – HIV/AIDS SURVEILLANCE DATA (EHARS)**

**Time Frame and Scope of Data Shared:**

All data in EHARS for residents within the jurisdiction of CHSS, and events reported into ASIIS by medical providers located within the jurisdiction of CHSS. 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 CHSS 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 CHSS to have such access.

**Method of Data Transfer:**

CHSS 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 CHSS 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 CHSS which have not been agreed to by both CHSS 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.

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**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 18<sup>th</sup> 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 CHSS, or which were reported by a provider located within the jurisdiction of CHSS.

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**EXHIBIT P – TUBERCULOSIS SURVEILLANCE CASE DATA**

**Allowable Purpose:**

Data are exchanged by CHSS 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 CHSS 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 18<sup>th</sup> Avenue, Suite 540  
Phoenix, AZ, 85007  
Phone: (602) 364-3846

At "ACRONYM»:  
Principle Contact Block  
Attn: CHSS 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.

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**EXHIBIT Q – MEDSIS Non-Communicable Disease Data**

**Time Frame and Scope of Data Shared:**

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

**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 CHSS to have such access.

**Method of Data Transfer:**

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

**Allowable Data Uses:**

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

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**EXHIBIT R – MEDSIS Environmental Exposure Data**

**Time Frame and Scope of Data Shared:**

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

**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 CHSS to have such access.

**Method of Data Transfer:**

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

**Allowable Data Uses:**

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