DATA LINK AGREEMENT
BETWEEN
THE ARIZONA DEPARTMENT OF HEALTH SERVICES, DIVISION OF BEHAVIORAL HEALTH SERVICES
(ADHS/DBHS)
AND
MARICOPA COUNTY
AGR2014-022

1. PARTIES. The parties of the Agreement are the Arizona Department of Health Services, Division of Behavioral Health Services (ADHS/DBHS), and Maricopa County acting through Correctional Health Services of Maricopa County (CHS). The parties of this Agreement intend for it to be effective regardless of the entity designated by ADHS/DBHS as the Regional Behavioral Health Authority (RBHA).

2. DEFINITIONS. For purposes of this Agreement, the terms listed below are defined as follows:

"Authorized Use" means the access given to ADHS/DBHS and the RBHA by CHS to Booking Information, that ADHS/DBHS and the RBHA would not be entitled to otherwise have, for the sole purpose of coordinating behavioral health services to RBHA Clients identified as Seriously Mentally Ill (SMI), who have been incarcerated in the Maricopa County Jail.

"Booking Information" means certain information provided by CHS concerning individuals incarcerated in the Maricopa County Jail. This information includes an individual's booking name, alias name(s), booking number, date of birth, last four digits of the social security number, sex, race, and release date.

"Client" means a person determined to be Seriously Mentally Ill according to ADHS/DBHS policy and eligible to receive behavioral health services paid for, in whole or in part, from funds available to the RBHA through its contract with ADHS/DBHS.

"RBHA" means the Regional Behavioral Health Authority under contract with ADHS/DBHS to coordinate the delivery of behavioral health services in Maricopa County.

"Seriously Mentally Ill (SMI) Client" means a person eighteen (18) years or older who meets the ADHS eligibility criteria for Serious Mental Illness.

"Serious Mental Illness" means a mental disorder, as defined under A.R.S. § 36-501(22), that substantially interferes with a person's emotional or behavioral functioning and limits his/her capacity to remain in the community without supportive treatment or services. The mental disability must be severe and persistent, resulting in a long term limitation of functional capacities for primary activities of daily life.

3. PURPOSE OF THE AGREEMENT. This Agreement will govern the operation and parties' participation in the Jail Data Link Program (Data Link). Data Link uses software known as "Gateway" to enable the transfer of information between CHS and ADHS/DBHS or the RBHA data processing systems.
This Agreement will enable ADHS/DBHS and the RBHA to expedite the identification of SMI Clients incarcerated in the Maricopa County Jail and coordinate care for those clients.

4. TERM. The Agreement is effective as of the date signed, and shall remain in full force and effect until June 30, 2018, unless terminated under Paragraph 8 or 9 of this Agreement.

5. LIMITED USE. ADHS/DBHS and the RBHA acknowledge they will be given access to Booking Information for the purpose of Authorized Use. ADHS/DBHS and the RBHA agree that they will: (1) not use any Booking Information outside the scope of Authorized Use; and (2) treat all Booking Information as confidential as required by state and federal laws at all time.

6. RESTRICTION ON REDISCLOSURE. ADHS/DBHS and the RBHA will instruct their staff concerning the confidential nature of Booking Information and the applicable prohibition against its disclosure.

7. DATA DESTRUCTION. ADHS/DBHS and the RBHA agree that when the intended use of the data has been completed, they shall sanitize (overwrite three times or degauss) electronic media prior to disposal or release for reuse by unauthorized individuals. Inoperable electronic media shall be destroyed (cut up, shredded, etc.). The agencies shall maintain written documentation of the steps taken to sanitize or destroy electronic media. The agencies shall ensure the sanitation or destruction is witnessed or carried out by authorized personnel.

Maricopa County warrants 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. Maricopa County warrants that it will cooperate with the Arizona Department of Health Services, Division of Behavioral Health Services (ADHS/DBHS) in the course of performance of the Agreement so that both ADHS/DBHS and Maricopa County will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Maricopa County will sign any documents that are reasonably necessary to keep ADHS/DBHS and Maricopa County in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Maricopa County agrees to sign a “Pledge To Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Maricopa County agrees to attend or participate in HIPAA training offered by ADHS/DBHS or to provide written verification that Maricopa County has attended or participated in job related HIPAA training that is: (1) intended to make Maricopa County proficient in HIPAA for purposes of performing the services required and (2) presented by a
HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISCO Chief Privacy Officer and HIPAA Coordinator.

8. TERMINATION BY ANY PARTY. This Agreement may be terminated for any reason, by any party, by giving ninety (90) days advance written notification to the other party.

9. TERMINATION FOR CONFLICT OF INTEREST. Parties may terminate this Agreement as provided in A.R.S. § 38-511.

10. COMPLIANCE. The parties warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

11. INDEMNIFICATION. Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnity and/or a right to contribution to any party to this agreement, then the right to pursue one or both of these remedies is preserved.

12. ACKNOWLEDGE BY DBHS. By signing below, the DBHS acknowledges its role and responsibilities pursuant to this Agreement.

By: [Signature] 10.17.13
THE INDIVIDUALS SET FORTH BELOW have the authority to bind their respective parties and execute this Agreement by affixing their signatures to the Agreement.

ARIZONA DIVISION OF HEALTH SERVICES
DIVISION OF BEHAVIORAL HEALTH SERVICES

By: ____________________________
   Christine Ruth 10.17.13
   Christine Ruth, Procurement Administrator

MARICOPA COUNTY

By: ____________________________
   Tom Tegler, Director
   Correctional Health Services

By: ____________________________
   Andrew Kunasek, Chairman
   Board of Supervisors

ATTEST: ____________________________
   ____________________________
   Clerk, Board of Supervisors
   DEC 11 2013

Date of Approval: ________________

APPROVED AS TO FORM AND CONTENT:

NAME OF LAW FIRM

By: ____________________________

Dated: ____________________________

MARICOPA COUNTY ATTORNEY

By: ____________________________

Dated: DEC 11 2013