DATA SHARING AGREEMENT
Between
ARKANSAS DEPARTMENT OF HUMAN SERVICES -
Division Of Adult, Aging, and Behavioral Health Services
And
[INSERT VENDOR]

The purpose of this Data Sharing Agreement ("DSA") is to facilitate the disclosure of data between the Arkansas Department of Human Services – Division of Adult, Aging, and Behavioral Health Services ("DAABHS") and [INSERT VENDOR] ("the [INSERT VENDOR]") (collectively known as "the Parties") and to outline the rights and obligations with respect to the data being shared.

ARTICLE 1. LEGAL AUTHORITY AND DATA OWNERSHIP

Each Party entering into this DSA agrees that sharing of data does not constitute a transfer in ownership from the originating Party. Additionally, any sharing of data is not contrary to and does not change any responsibility of any Party in possession of the data with respect to federal and state law, rules, or regulations.

ARTICLE 2. DEFINITIONS

A. **"Authorized Purpose"** means the specific purpose or purposes described in Attachment 1, Scope of Data Exchange of this DSA for the Parties to fulfill the obligations under the Scope of Data Exchange or any other purpose expressly authorized in writing in advance.

B. **"Authorized User"** means a person

1. Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze data pursuant to this DSA; and
2. Who has completed training in privacy, security, and Incident response and who has agreed to be bound by the terms of this DSA.

C. **"Data"** refers to the data requirements enlisted in the Scope of Data Exchange.

D. **"Disclosing Party"** means the Party disclosing Data under this DSA and any applicable Scope of Data Exchange. A Disclosing Party maintains primary responsibility for the Data.

E. **"Receiving Party"** means the Party receiving Data under this DSA and any applicable Scope of Data Exchange.

F. **"Unauthorized Use"** means any use, disclosure, access, or release of Data not allowed by this DSA or any applicable Scope of Data Exchange.

G. **"Incident"** means successful unauthorized access, use, disclosure, exposure, modification, destruction, release, theft, or loss of Data or interference with systems operations in an information system. This could be accidental or intentional and under automated or human control.

ARTICLE 3. SCOPE OF DATA EXCHANGE

The data points to be exchanged between the Parties and any additional requirements for the Access of Data shall be outlined in Attachment 1, Scope of Data Exchange.

ARTICLE 4. USE OF DATA

The data exchanged shall be used to fulfill the requirements of the underlying scope of data exchange between the Parties. [INSERT ADDITIONAL INFORMATION, IF APPLICABLE]

ARTICLE 5. DISCLOSING PARTY DUTIES

A. The Disclosing Party shall ensure it has the authority to share the requested Data and will maintain compliance with all applicable laws, rules, and regulations regarding any Data shared.

B. If the Disclosing Party transmits or stores data via electronic means, the Disclosing Party shall utilize secure file transfer protocol or encryption in motion and at rest and other applicable security controls in accordance with the most current version of the National Institute of Standards in Technology, or other equally protective security controls. The Disclosing Party shall transmit the Data in a secure manner as specified in the Scope of Data Exchange.

ARTICLE 6. RECEIVING PARTY DUTIES

A. The Receiving Party shall exercise reasonable care to protect the Data from being used in any manner inconsistent with this DSA or any applicable Scope of Data Exchange.

B. The Receiving Party shall ensure only Authorized Users will have access to the Data and access will be limited to accomplish the Authorized Purpose.

C. The Receiving Party shall establish, implement, and maintain administrative, physical, and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Data.

D. The Receiving Party shall maintain updated privacy, security, and Incident response and reporting policies and procedures.

E. The Receiving Party shall not disclose Data to any person other than an Authorized User.

F. The Receiving Party will establish, implement, and maintain corrective actions against any employee or contractor who fails to comply with this DSA.

G. The Receiving Party shall notify the Disclosing Party if any additional Data is needed and will execute an amended Attachment 1, Scope of Data Exchange before receiving the additional Data.

H. Unless otherwise specified in the Scope of Data Exchange, the Receiving Party must destroy the Data upon completion or termination of the Scope of Data Exchange or this DSA.

I. If the Receiving Party transmits or stores data via electronic means, the Receiving Party shall utilize secure file transfer protocol or encryption in motion and at rest and other applicable security controls in accordance with the most current version of the National Institute of Standards in Technology, or other equally protective security controls. The Receiving Party shall transmit the Data in a secure manner as specified in the Scope of Data Exchange.

J. The Receiving Party shall designate a privacy officer and a security officer, who may be the same individual. The Receiving Party will provide contact information for these officials to the Disclosing Party.

K. The Receiving Party shall timely cooperate with any request for audit participation.

L. The Receiving Party shall comply with all laws, rules, and regulations applicable to the Data.

ARTICLE 7. INCIDENT RESPONSE, REPORTING, AND CORRECTIVE ACTION

A. All participating Parties shall comply with the Incident response, reporting, and corrective action requirements in accordance with applicable laws and Attachment 1, Scope of Data Exchange.

B. Any Incident discovered by a Receiving Party shall be reported to the Disclosing Party.

C. In the event Disclosing Party determines or has a reasonable belief that Receiving Party has or may have accessed, used, reused, or disclosed information that is not authorized by this Agreement, the Disclosing Party may require the Receiving Party to perform one or more of the following actions or such other actions as Disclosing Party deems appropriate:
   a. Promptly investigate and report to the Disclosing Party determinations regarding any alleged or actual unauthorized access, use, reuse, or disclosure;
   b. Promptly resolve any issues or problems identified by the investigation;
   c. Submit any formal response to an allegation of unauthorized access, use, reuse, or disclosure;
   d. Submit a corrective action plan with steps designed to prevent any future unauthorized access, uses, reuses, or disclosures.

D. Receiving Party shall implement reasonable systems, policies, and procedures for discovery of any possible breaches of information including breaches that involve HIPAA violations and shall ensure that its workplace members and other agents are adequately trained and aware of the importance of timely reporting of possible breaches.

E. An Incident is considered discovered on the first business day the Receiving Party knows or should have reasonably known about it.

F. The Receiving Party shall provide detailed information to the Disclosing Party about the Incident along with the names and contact information of any individuals affected.

ARTICLE 8. TERM

This DSA takes effect upon the last signature of the authorized representatives of each Party and shall remain in effect until [INSERT TERM].

If the terminating Party has disclosed or received Data, it must work with the appropriate Party to construct a plan for discontinuing the use of the Data, if applicable.

ARTICLE 9. GENERAL PROVISIONS

A. The Disclosing Party shall maintain ownership and primary responsibility of its Data shared under this DSA. Should DAABHS receive a request for the Data through a Freedom of Information Request, subpoena or other legal proceeding, or from another Party, shall notify the [INSERT VENDOR] of said request and provide the requisite timeline for response by law.

B. DAABHS represents that it is authorized to bind to the terms of the DSA, including confidentiality, maintenance, publication, and destruction or return of data, all related or associated institutions, individuals, employees or contractors who may have access to the data or may own, lease or control equipment or facilities of any kind where the data is stored, maintained or used in any way.

C. Additional Terms

1. This DSA may not be amended without written agreement from all participants.
2. This DSA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
3. This DSA does not supersede any existing statutory authority.
4. All data requests are subject to the Disclosing Party's approval processes.
5. Any ambiguity between this DSA and its attachments and any other agreement concerning the data exchanged shall be interpreted to permit compliance with the terms of this DSA. The terms of this DSA control over any company privacy policy. DHS Policy 1001 is hereby adopted and will apply to this DSA and the exchange of data.
6. This DSA, its attachments are governed by the laws of Arkansas. Nothing in this DSA or its attachments, related documents shall constitute a waiver of [INSERT DIVISION] sovereign immunity.
7. This DSA and its attachments are hereby incorporated into the underlying contract or sub-grant agreement and constitute the entire agreement of the parties and shall not be modified or altered except in writing executed by the authorized representatives each Party and in a manner consistent with applicable Arkansas and federal laws.

IN WITNESS WHEREOF, this Agreement is executed by the duly authorized representatives of the parties as evidenced by the following signatures.

DHS – DIVISION OF MEDICAL SERVICES	**[INSERT VENDOR]**
NAME: Paula Stone	**NAME**: _____
TITLE: Division Director	**TITLE:** _____

ATTACHMENT 1. SCOPE OF DATA EXCHANGE

The Parties below agree to abide by all terms outlined in the DSA and additional terms outlined in this attachment. This Attachment is invalid without the appropriate signatures, including the signature of the Privacy Officer for the Arkansas Department of Human Services – [INSERT DIVISION] ("[INSERT DIVISION]"). For each item below, please add the relevant information defining the scope of the data exchange. Some agreements may not require information under each item.

1. Disclosing Party
2. Receiving Party
3. Data to be Exchanged
4. Authorized Purpose
5. Applicable Statutory Authority, Laws, and Regulations
6. Additional Specific Requirements (including redisclosure requirements, if applicable)
7. Authorized Users
8. Secure Method of Transmission and Storage
9. Primary Contact Information (for each involved Party, include the primary contact's name, title, email, and phone number)
10. Privacy/Security Officer (for each involved Party, include the Privacy/Security Officer's name, title, email, and phone number)
11. Term
12. Termination
13. Fees/Costs (if any)

DISCLOSING PARTY: **RECEIVING PARTY:**

NAME: _____ **NAME:** _____

TITLE: _____ **TITLE:** _____

DATE: _____ **DATE:** _____

PRIVACY OFFICER OF THE
ARKANSAS DEPARTMENT OF HUMAN SERVICES:

NAME: _____

TITLE: _____

DATE: _____