

**DOCUMENT 11:  
AGREEMENT BETWEEN THE GILA RIVER INDIAN COMMUNITY  
AND THE ARIZONA DEPARTMENT OF HEALTH SERVICES**

## AGREEMENT

AGREEMENT made this day of June 2000, by and between the Gila River Indian Community, P.O. Box 97, Sacaton, Arizona 85228 (the "Community") by and through the Community Department of Public Health and the Arizona Department of Health Services (the "ADHS") to share information in accordance with the terms and conditions stated in this agreement. This exchange is predicated on the mutual assurance that identifying information for persons which is exchanged is protected from release by law and shall be kept strictly confidential.

NOW THEREFORE AND IN CONSIDERATION of mutual covenants and agreements as set forth below, the parties agree as follows:

- I. ADHS agrees to provide, or continue to provide, the Community with the following files annually on or before June 1 following the year for which the data applies:
  1. Confidential *birth and* death records, including underlying cause(s) of death, for individuals residing within the Gila River Indian Community. Residency will be determined by methodology mutually agreed to by both parties.
  2. Confidential Hospital Discharge Database files for individuals residing within the Gila River Indian Community. Residency will be determined by methodology mutually agreed to by both parties.
  3. Communicable disease surveillance data and tracking information for individuals residing within the Gila River Indian Community including but not limited to laboratory reports submitted to the State by clinical laboratories outside of the Gila River Indian Community. Residency will be determined by methodology mutually agreed to by both parties.
  4. Confidential Birth Defect Registry and Cancer Registry files for individuals residing within Gila River Indian Community. Residency will be determined by methodology mutually agreed to by both parties.
- II. The Community agrees to provide or continue to provide ADHS with the following:
  1. The name or names of the Community local health *officer(s)* to whom ADHS can provide the information designated under Section I.
  2. Communicable disease reports for individuals residing within the Gila River Indian Community.

June 1, 2000 Agreement between the Community  
Department of Public Health and the Arizona  
Department of Health Services (“ADHS”)

III. In addition the parties agree to:

1. Provide the information following a mutually agreeable format.
2. Carefully restrict use of the information. The information *may* only be used for public health purposes and for aggregated statistical tabulations and analyses. Vital records provided by ADHS and the Community are for the use of the Community Public Health Department only and no copies may be made of such records to provide to other persons.
3. Prohibit identifiable information about a person that was supplied under the terms of the agreement from being released to anyone not employed in the direct operation of the respective agency receiving the exchanged information.
4. Require all officers, agents, and employees to keep all such shared information strictly confidential, to communicate the requirements of this section to all officers, agents, and employees, to discipline all persons who may violate the requirements of this section, *and* to notify the originating party in writing within forty-eight (48) hours of any violation and corrective actions to be taken.
5. Use information provided under the provisions of this agreement only for the purposes named in this agreement. Use of data beyond the terms of this agreement may result *in* immediate termination of this agreement by the originating party.
6. Prohibit publication by ADHS of Gila River Indian Community specific information without the written consent of the Community Governor, *the Lt. Governor, or* the Community General Counsel.
7. Terminate this agreement immediately upon the written *notification of* either party to terminate the agreement.
8. Not amend this agreement without prior written approval of both parties to the agreement.
9. This agreement being in effect from the date of execution until terminated by either of the parties. Termination shall be in writing and effective upon receipt by the part receiving the written termination.

June 1, 2000 Agreement between the Community  
Department of Public Health and the Arizona  
Department of Health Services (“ADHS”)

10. Send all notices required or desired to be made by either party to this agreement by certified mail to the following respective addresses:

Executive Director  
Department of Public Health Gila River Indian Community P.O. Box 7  
Sacaton, AZ 85247

Office Chief  
Office of External Affairs and Policy Development Arizona Department  
of Health Services  
1740 W. Adams Street  
Phoenix, AZ 85007

11. The assurance that by signing this agreement that their agency *has the right to* keep information covered by this agreement confidential.

IV. Total Integration of the Agreement

1. The parties understand and agree that this agreement constitutes the total agreement between them and that no promises, terms, or conditions not recited herein or incorporated herein or referenced herein shall be binding upon either of the parties.