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| **DEPARTMENT OF HEALTH SERVICES** **STATE OF WISCONSIN**Division of Public HealthF-00052B (07/2016) |
| **cares data access and use agreement** |

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| The purpose of this agreement is to authorize the Aging and Disability Resource Center (ADRC) to have access to and make use of data found in the Client Assistance for re-employment and Economic Support system (CARES) operated for the Department of Health Services (DHS), so that the ADRC will be able to carry out its responsibilities for facilitating enrollment in Family Care and other publicly funded long term care programs.**I. DHS Responsibility**1. DHS shall give the ADRC query access to certain data in the CARES mainframe computer system and the CARES Worker Web system. The types of data to which the ADRC shall have access in CARES are data used to determine an enrollee’s eligibility to receive Medicaid and the long-term care benefit and data used to help an enrollee understand and/or meet any financial or other type of obligation that he or she is required to meet in order to remain eligible to receive Medicaid and the long-term care benefit. These types of data include:
2. Data used to establish the individual’s eligibility for and participation in the Medicaid program.
3. Data used to calculate an enrollee’s medical and remedial expenses, room and board expense, cost share, or any similar financial expense or obligation or data used to calculate any changes in these expenses or obligations.
4. Data used to help an enrollee complete his or her annual Medicaid eligibility review.
5. DHS shall designate a data steward for providing the ADRC with access to CARES data who shall be responsible for:
6. Approving or denying requests from the ADRC asking that staff be given access to CARES.
7. Working with staff in the DHS systems security unit to develop, implement, and/or monitor the procedures for providing ADRC staff with access to data found in CARES.
8. Coordinating any other CARES data exchange requests between DHS and the ADRC for data that it is unable to obtain using the limited access to CARES under this contract. DHS has sole discretion as to whether to grant such requests. The ADRC may be required to reimburse DHS for the costs incurred by DHS in obtaining this data for the ADRC.

**II. ADRC Responsibility**A. The ADRC shall identify the name of a ADRC CARES security and data exchange coordinator who shall be responsible for: 1. Forwarding to the DHS data steward all requests from the ADRC to give or delete CARES access for individual staff members.
2. Working with the DHS data steward and, as necessary and appropriate, staff in the DHS systems security unit to develop, implement, and/or monitor the procedures for designating those ADRC staff who will have access to data found in CARES.
3. Coordinating any other data exchange requests between DHS and the ADRC in accordance with this agreement.

B. The ADRC shall protect the confidentiality of data it obtains by exercising its right to access CARES. Protecting the confidentiality of this data includes, but is not limited to, protecting it from access by, or disclosure to, individuals who are not authorized to see it. The ADRC shall:1. Give access to CARES data only to authorized staff members.
2. Use the data that it obtains under this agreement only for the purpose listed in this section.
3. Store the data that it obtains under this agreement in a place that has been physically secured from access by unauthorized individuals in accordance with DHS security rules and DHS security system rules.
4. Make sure that data that it obtains under this agreement that is in an electronic format, including but not limited to, magnetic tapes or discs, is stored and processed in such a way that unauthorized individuals cannot retrieve this information by using a computer or a remote terminal or by any other means.
5. Comply with federal and state laws, regulations, and policies that apply to and protect the confidentiality of CARES data that the ADRC obtains.
6. Provide information and/or training to all staff members who have access to CARES data to ensure they understand ADRC policies and procedures to protect the confidentiality of this data, and the federal and state laws, regulations, and policies related to confidentiality.
7. The ADRC attests that all of its staff members with access to any CARES data the ADRC obtains shall be required to follow all of the policies and procedures of DHS and of the ADRC that apply to and protect the confidentiality of this data.
8. The ADRC shall not disclose any data that it obtains under this agreement to any third party other than an individual enrollee without prior written approval from DHS unless federal or state law requires or authorizes such a disclosure. The ADRC may, without prior written approval from DHS, disclose CARES data that it obtains about an individual enrollee:
9. To the individual enrollee.
10. To the individual enrollee’s guardian.
11. To any person who has an activated power of attorney for health care for the individual enrollee.
12. To any person who has been designated as the individual enrollee’s authorized representative for the purpose of determining the individual’s eligibility for Medicaid.

D. Provisions related to confidentiality and disclosure of CARES data shall survive the term of this contract. * 1. The ADRC shall permit authorized representatives of DHS or its agents as well as authorized representatives of federal oversight agencies and their agents to make on-site inspections of the ADRC to make sure that the ADRC is meeting the requirements of the federal and state laws, regulations, and policies applicable to access to CARES or to the use of CARES data.

**III. Suspension of Access to CARES for Default**A. DHS shall suspend access to CARES in the event of any of the following:1. The ADRC uses any data that it obtains under this agreement for a purpose not specified in this agreement.
2. The ADRC fails to protect the confidentiality of CARES data that it obtains or to protect it against unauthorized access or disclosure.
3. The ADRC fails to allow on-site inspections as required in this agreement.

B. Any suspension shall last until DHS is satisfied that the ADRC is capable of complying with the responsibilities specified in this agreement. **IV. Designation of CARES Security and Data Exchange Coordinator**The ADRC shall complete and submit the form titled “Designation of CARES Security and Data Exchange Coordinator” and submit this form to the DHS Data Steward to activate the CARES Data Access and Use Agreement. A new form must be submitted any time there is a change in the person designated to be the Security and Data Exchange Coordinator.  |

DESIGNATION OF CARES SECURITY AND DATA EXCHANGE COORDINATOR

The Aging and Disability Resource Center (ADRC), by the signature of its authorized representative below, hereby acknowledges and agrees to the conditions and provisions contained in CARES Data Access and User Agreement of the Contract between the Wisconsin Department of Health Services (DHS) and the <<Insert name of the ADRC>> and designates the following individual to be its CARES security and data exchange coordinator.

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| Name – Security and Data Exchange Coordinator      | Title      |
| Telephone Number      | Email Address      |
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| Please check the box in front of the correct statement below:[ ]  This is the first time the ADRC has designated a CARES security and data exchange coordinator.[ ]  This staff member is replacing the ADRC’s current CARES security and data exchange coordinator. |
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|  | **SIGNATURE** – ADRC Authorized Representative |  | Date Signed |  |
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| **Submission of completed form**: This form should be mailed, faxed or electronically submitted to the DHS Data Steward: Fax the completed form(s) to: DHS Bureau of Operational Coordination Fax: 608-261-7793**NOTE:** If the ADRC wants to designate a new CARES security and data exchange coordinator, it must complete and submit a new signed and dated form to the Bureau of Operational Coordination. |