

## **System Information Sharing Agreement**

### **I. Purpose**

This agreement provides for the release of personally identifiable information (PII) contained in the (Critical System) \_\_\_\_\_ (hereafter “SYSTEM”) maintained by the Arkansas Department of Finance and Administration (DFA), to \_\_\_\_\_ (hereafter, “User”). For purposes of this agreement, “User” shall include the entity (state agency, organization, court, etc.) and those employees authorized by User to perform their official duties for which access to SYSTEM information is required.

### **II. Authority**

This agreement is made under authority required by many Federal Regulatory bodies (IRS, SSA, CMMS, etc.) to release to User confidential information maintained in the SYSTEM. DFA shall only release to User confidential information contained in the SYSTEM consistent with a permissible use as authorized by the above mentioned regulatory bodies.

### **III. Information to Be Shared**

DFA shall release to User “personal information,” as defined in the appendix of OMB M-10-23 (Guidance for Agency Use of Third-Party Website and Applications); to wit: PII “refers to information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual.” This information may be contained in the SYSTEM for a permissible use. All information to be released by DFA to User is confidential information and User shall abide by all state and federal laws and DFA confidentiality requirements.

### **IV. Responsibilities and Functions**

DFA shall grant User access to DFA’s SYSTEM information only for a permissible use as authorized by the Federal Regulatory bodies. User’s access and use of SYSTEM information shall be restricted to those authorized individuals that require the information to perform their official duties.

### **V. Security**

A. For each person that is to have access to SYSTEM information, User is responsible for having each person sign a Confidentiality Agreement form provided by DFA. Copies of the Confidentiality Agreement will be made available to DFA upon request as well as for regulatory audits. User agrees to update Confidentiality Agreements of each person granted access to the SYSTEM information on a yearly basis. User will provide to DFA the name, address, job title, e-mail address, employee or personnel number, and date of birth of each person provided access to SYSTEM information. User will provide to DFA the name, address, job title, e-mail address, employee or personnel number, and date of birth of a primary and alternate person to act as liaisons for matters concerning SYSTEM information security.

B. User shall notify the DFA CIO or designee promptly of any breaches of SYSTEM security that involve SYSTEM information. User will track access to SYSTEM information and maintain reports of

access to SYSTEM information. User's reports of access to SYSTEM information shall be made available to DFA upon request.

C. User shall notify DFA when any person granted access no longer requires access to the SYSTEM information.

D. User shall track access to SYSTEM information so that an actual or suspected compromise of confidential information can be properly investigated. User shall permit DFA to make onsite inspections of locations where SYSTEM information is being accessed or used to ensure the requirements of the state laws, federal statutes and regulations, and DFA security requirements are being met. Such visits shall be arranged at a time mutually convenient to both parties to this agreement.

## **VI. Non-disclosure**

A. All SYSTEM information obtained through association with DFA, whether disclosed intentionally or inadvertently, shall be considered confidential and must be safeguarded from unauthorized access, use, disclosure, dissemination, and/or mishandling. User's access and use to SYSTEM information shall be restricted to those authorized individuals who need the information to perform their official duties in connection with the purpose for which the information is being released as specified above. Such information must not be disclosed or disseminated to a third party except as provided by federal or state law or authorized in writing by DFA.

B. All of User's managers and staff or contracted staff who take part in the activities covered by this agreement and who have access to information from an electronic file, directory, or table containing PII or who, by the nature of their position, are likely to gain intentional or unintentional access to SYSTEM information are required to sign a Confidentiality Agreement provided by DFA.

C. Any information concerning the DFA security policies, procedures, operating systems, servers and/or security programs must not be discussed with anyone that does not have a need for that information. DFA information security policies, standards, and procedures will be followed with regard to protection and disclosure of confidential information from DFA.

D. User understands and acknowledges that unauthorized access, use, disclosure dissemination or mishandling of SYSTEM information will result in denial of access to SYSTEM information and may result in state and/or federal criminal prosecution, fines, imprisonment, civil penalties, and/or civil liability. Should DFA be ruled liable in any court or proceeding for damages, civil penalties, and/or attorney's fees as a result of the unauthorized access, use, disclosure, dissemination, and/or mishandling of SYSTEM information by User or User's employee's agents, and/or contractors, User agrees to indemnify DFA for any damages, civil penalties, and/or attorney's fee DFA is ordered to pay.

## **VII. Financial Considerations**

User shall bear all expenses related to the provision of access to SYSTEM information. In the event DFA is billed by DIS or another entity for services related to this agreement, User shall promptly reimburse DFA upon being invoiced by DFA.

## VIII. Amendment and Termination

A. This agreement may be amended at any time provided such amendments are in writing and signed by all parties to the agreement. This provision does not limit the authority and responsibilities of the information exchange managers to enter into memoranda of understanding as specified in this agreement.

B. Either party may unilaterally terminate their participation in this agreement upon written notice to the other party or parties, in which case the termination shall be effective 30 days after the date of the notice, or at a later date if specified in the written termination notice.

C. Either party may terminate their participation in this agreement immediately upon receipt of a written notice by the other party, provided such termination is for failure to comply with a provision of this agreement.

## IX. Approval of Information Sharing Agreement

Arkansas Department of Finance and Administration

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

Name of Entity (User): \_\_\_\_\_

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

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

Email: \_\_\_\_\_ Phone Number: \_\_\_\_\_