

**DATA SHARING AGREEMENT
FOR DATASET(S) BETWEEN
SNOHOMISH HEALTH DISTRICT
AND**

PARTIES: This Agreement is made between the Snohomish Health District (District) and _____ (Information Recipient).

PURPOSE: This Agreement documents the conditions under which the District shares data with the Information Recipient. This Agreement documents the conditions under which the Information Recipient is approved to receive and use the data.

STATUTORY AUTHORITY: Chapter 70.58A RCW: Vital Statistics grants the Washington Department of Health statutory authority to obtain and disclose vital records and to delegate authority to local health jurisdictions, including Snohomish Health District, the ability to disseminate certain vital records to Information Recipients, in accordance with the provisions set forth in this agreement and Chapter 70.58A RCW.

PERIOD OF PERFORMANCE: This Agreement shall be effective from: [date of execution] through 12/31/2021.

This agreement shall be subject to the General Terms and Conditions set forth below in Exhibit A.

CONTACT INFORMATION FOR INFORMATION RECIPIENT AND THE DISTRICT:

	INFORMATION RECIPIENT	THE DISTRICT
Organization Name		Snohomish Health District
Business Contact Name		Shawn Frederick
Title		Administrative Officer
Address		3020 Rucker Ave., Ste 306 Everett, WA 98201
Telephone #		(425) 339-8687
Email Address		sfrederick@snohd.org
Data User Contact Name		Crystal Dudley
Title		Administrative Supervisor
Address		3020 Rucker Ave., Ste 104 Everett, WA 98201
Telephone #		(425) 339-3545
Email Address		cdudley@snohd.org
IT Security Contact Name		Jim Kamp
Title		Business Management Analyst
Address		3020 Rucker Ave., Ste 306 Everett, WA 98201
Telephone #		(425) 339-8689
Email Address		jkamp@snohd.org
Privacy Contact Name		Jannah Abdul-Qadir
Title		Privacy and Public Records Officer
Address		3020 Rucker Ave., Ste 306 Everett, WA 98201
Telephone #		(425) 339-8641
Email Address		jabdulqadir@snohd.org

EXHIBIT A

GENERAL TERMS AND CONDITIONS:

I. USE OF INFORMATION

The Information Recipient agrees it will only use information obtained or created under this Agreement for _____.

The ownership of all information received by the Information Recipient under this Agreement remains with the District, and is not transferred to the Information Recipient.

The Information Recipient understands and agrees that the parties shall construe this Agreement to provide the maximum protection allowed by law of the confidentiality of the information transferred pursuant to this Agreement.

A. The Information Recipient agrees and understands that, unless stated otherwise in this agreement, it is not permitted to:

- Use the information received under this Agreement for any commercial purposes
- Sell the information to another individual or organization
- Share or give information received under this Agreement with anyone not authorized by the District or for any reason beyond the purposes stated in this Agreement

B. Rights in Information. Information Recipient agrees to provide, if requested, copies for review by the District of any research papers or reports prepared as a result of access to District information under this Agreement prior to publishing or distributing. This provision does not apply to publishing the data in the format given by the District if publication is permitted under the terms of this Agreement.

In no event shall the District be liable for any damages, including, without limitation, damages resulting from lost information or lost profits or revenue, the costs of recovering such information, the costs of substitute information, claims by third parties or for other similar costs, or any special, incidental, or consequential damages, arising out of the use of the information. The accuracy or reliability of the information is not guaranteed or warranted in any way and the District disclaims liability of any kind whatsoever, including, without limitation, liability for quality, performance, merchantability, and fitness for a particular purpose arising out of the use, or inability to use the information.

II. RE-DISCLOSURE OF INFORMATION

Information Recipient is prohibited from disclosing in any manner all or part of the information provided under this Agreement except as authorized herein.

III. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the Information Recipient and the District. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IV. CAUSE FOR TERMINATION

The Information Recipient acknowledges that unauthorized use or disclosure of the data/information or any other violation of this Agreement may constitute a misdemeanor and will result in the immediate termination of this Agreement and result in denial of data/information in the future.

V. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- Washington state statutes and rules;
- Federal statutes and rules;
- Any other provisions of the Agreement, including materials incorporated by reference.

VI. HOLD HARMLESS

Each party to this Agreement shall save, hold harmless, indemnify, and defend the other party for damages, claims, or lawsuits resulting from or arising out of the negligent, reckless, or intentional acts and omissions of its own officers, employees, and agents in the performance of this Agreement. Neither party to this Agreement will be responsible for the negligent, reckless, or intentional acts and omissions of entities or individuals not party to this Agreement. The District and the Information Recipient shall cooperate in the defense of 3rd party tort lawsuits, when possible.

VII. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement, provided, however, that the remaining terms and conditions can still fairly be given effect.

VIII. SURVIVORSHIP

The terms and conditions contained in this Agreement, which by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Agreement shall survive.

IX. TERMINATION

Either party may terminate this Agreement for any reason upon 30 days prior written notification to the other party. The District may terminate this Agreement, effective immediately, if it finds that the Information Recipient has used or disclosed data in any manner that violates the terms of this Agreement, or its attachments, or appendices. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Termination of this Agreement does not extinguish the Information Recipient's obligation to delete any data or information received by following and submitting an Appendix C.

X. WAIVER OF DEFAULT

This Agreement, or any term or condition, may be modified only by a written amendment signed by the District and the Information Recipient. Either party may propose an amendment.

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy provided under this Agreement shall not constitute a waiver. No provision of this Agreement may be waived by either party except in writing signed by both parties.

XI. ALL WRITINGS CONTAINED HEREIN

This Agreement and attached Exhibit(s) and Appendices contain all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement and attached Exhibit(s) and Appendices shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature below.

OTHER PARTY

SNOHOMISH HEALTH DISTRICT

Name
Title

Shawn Frederick
Administrative Officer

Date

Date

DRAFT