**STATE OF WASHINGTON**
**ADMINISTRATIVE OFFICE OF THE COURTS**
**AND**
**[REQUESTOR]**

**DATA SHARE AGREEMENT – [Number]**

This Agreement is entered into between the Washington State Administrative Office of the Courts (AOC), P.O. Box 41170, Olympia, WA, 98504, and the [Requestor] ("Requestor"), [Requestor Address].

## PURPOSE

[Purpose of Contract; see example below]

The purpose of this agreement is to provide terms and conditions under which AOC will deliver to DCYF data on juveniles who start and complete Evidence-Based Programs. Data on each individual includes name, JUV #, date of birth, race, ethnicity, sex, risk level on both final and initial assessments, and other data points detailed in the Request for Information, attached and incorporated as Appendix A. The information will be used by local and juvenile courts to monitor performance metrics, pursuant to a requirement in RCW 43.216.015(6) that all DCYF contracts be performance-based. The data will additionally be used to evaluate administration of Aggression Replacement Training programs during FY20.

## IT IS THEREFORE AGREED AS FOLLOWS:

1. AOC will provide [a description of reports]. The reports will include the data elements described in this Agreement and in Appendix A. Data provided under this Agreement is hereinafter referred to as "AOC Data". AOC will not provide data to Requestor from any court case records that were sealed by court order.

2. AOC has no obligation to provide any other data elements that are not contained in the AOC databases. AOC makes no representations or guarantees that all the requested data is available in the AOC databases.

3. The parties acknowledge that future changes in the law regarding the confidential nature of the AOC Data received under this Agreement may affect the Requestor's ability to obtain or use it.

4. Requestor agrees to securely protect any AOC Data that is confidential and any information which identifies an individual, including but not limited to, name, date of birth, social security number and court case number, by maintaining the AOC Data in a physically and logically secure location when not in use. AOC Data will be electronically stored and transmitted using NIST-approved encryption algorithms. Electronic and physical access to the AOC Data is to be granted solely to those persons necessary to conduct the work described this Agreement. ~~and by using computer passwords and/or encryption, physical locks and restricting access solely to those persons necessary to conduct the work described this Agreement.~~

5. Requestor shall:

5.1. Use the data provided under this Agreement only for the purposes described in this Agreement and any appendices and for no other purpose;
5.2. Limit access to the data provided under this Agreement to those persons necessary to conduct the work described in this Agreement;
5.3. Agree that the name and address of any individual is ancillary to this request for access and that no identifying information will be used in reports or publications prepared in relation to this request;
5.4. Prohibit the disclosure of the data provided under this Agreement in any form which identifies an individual;
5.5. Prohibit the copying or duplication of the data provided under this Agreement other than for the stated purpose set forth in Appendix A;
5.6. Immediately notify the AOC of any material changes in the purposes, scope, or objectives of its proposed research or in the manner in which the data provided under this Agreement will be gathered or used;
5.7. Agree not to use any of the data provided under this Agreement to create a contact list for commercial purposes; and
5.8. Provide AOC with a copy of any report generated from this research project 60 days prior to publication with the opportunity for AOC to object to the use of the AOC Data in the report; however, any objection must be reasonable and rationally based. If such objection is made the data in question shall be removed from the report.[CK1]

6. In the event Requestor deems it necessary, for the purposes consistent with this Agreement, to disclose the AOC Data to any other person or entity outside the Requestor, the Requestor shall:
6.1. Secure the written agreement of any such person or entity to comply with all terms of this Agreement as if they were Requestor named herein;
6.2. Submit such written agreement to the AOC with a request for its written consent; and
6.3. Shall not disclose any of the AOC Data until the AOC has provided such written consent.

7. Requestor further agrees that the AOC shall have the right, upon reasonable notice, to monitor, audit, and/or review the activities and policies of the Requestor (or any person or entity granted access to information and/or data under Section 6) in order to assure compliance with this Agreement.

8. The effective date of this Agreement is the date of last signature. The term of this Agreement ends two years from the effective date, unless terminated sooner or extended as provided herein.

9. Requestor will be invoiced for the AOC fees associated with providing the data requested and for any subsequent request made thereafter.
9.1. Requestor shall make a non-refundable payment within 30 days of invoice receipt.
9.2. Requestor agrees to pay the following amount to AOC to provide the data described in this Agreement:

| Fee Category | Cost |
|---|---|

| | |
|---|---|
| Administrative Fee | $62 per report |
| Data Warehouse Evaluation/Research/Programming | $68 per hour |
| Evaluation/Research | $67 per hour |
| JIS System Run Time | $15 per minute or portion thereof, two minute minimum |

10. Requestor acknowledges that the AOC does not maintain official court records. Official court records are maintained by the courts of record. The AOC, the Washington Courts, and the Washington State County Clerks:

10.1. Do not warrant that the AOC Data provided pursuant to this Agreement is accurate or complete;

~~10.2. Will not include any information to Requestor that has been sealed by a court;~~

~~10.3.~~10.2. Do not guarantee that the AOC Data is in its most current form;

~~10.4.~~10.3. Make no representations regarding the identity of any person whose name is included in the AOC Data provided; and

~~10.5.~~10.4. Do not assume any liability resulting from the release or use of the AOC Data.

11. The highest category of AOC Data to be transferred under this Agreement is:

☐ Category 1: Public information is information that can be or currently is released to the public in accordance with GR 31

☐ Category 2: Sensitive information may not be specifically protected from disclosure by law and is generally for official use only

☐ Category 3: Information that is specifically protected from disclosure by law and General Rules

☐ Category 4: information requiring special handling is information that is specifically protected from disclosure by law and for which:

a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements.

b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

AOC is not responsible for restricted information entered improperly into case management systems. If Requestor becomes aware of unintentional disclosures of restricted information within AOC Data, Requestor shall notify AOC within 5 business days of discovery.

~~11.~~ The parties agree to protect the confidentiality of the AOC Data provided under this Agreement and shall adhere to any current or future statutory or administrative rules regulating the right of privacy and confidentiality, which relate to such data; such rules may impact the classification of AOC Data. The parties shall exercise due care to protect the AOC Data from unauthorized physical and electronic access. Due care includes establishing and maintaining security policies, enforcing access control, providing cyber security awareness training, standards and procedures which detail access security,

premise security, and sanctions for unauthorized use or disclosure of data. Requestor shall notify the AOC immediately after becoming aware of any unauthorized access, use, or disclosure prior to any public notification.

12. At the conclusion of this Agreement, Requestor shall destroy all electronic copies of AOC data or return to the AOC any AOC Data received under this Agreement. This includes any data copied and any data in backup and/or storage media, including disk drives and flash memory.

13. Either party may terminate this Agreement without cause by providing written notification to the other party. If the Agreement is terminated by either party, Requestor shall return all AOC Data to AOC including all originals, copies, extracts, or other forms and/or formats. Section 14 and Section 15 will survive upon termination of this Agreement. Requestor's obligation to maintain the confidentiality of the data received under this Agreement shall survive termination of this Agreement in accordance with applicable laws.

14. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

15. Requestor acknowledges that AOC shall not be responsible or liable in any way whatsoever for the validity of any AOC Data provided or for the use of AOC Data provided. Specifically:
    - 15.1. AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages resulting from the use by Requestor or other third parties of any data provided under this Agreement.
    - 15.2. AOC shall not be liable for any demand or claim, regardless of form of action or venue thereof, for any damages arising from incorrect or incomplete data provided under this Agreement.
    - 15.3. AOC shall not be liable to Requestor or any other party for any loss, including revenue, profits, time, goodwill, computer time, destruction, damage or loss of data, or any other indirect, special or consequential damage which may arise from the use, operation, or modification of data provided under this Agreement.

~~16. The Project Manager for each of the parties shall be the contact person responsible for all communications regarding the performance of this Agreement.~~

| ~~AOC Project Manager~~ | ~~Requestor Project Manager~~ |
|---|---|
| ~~Kevin Cottingham, Data Dissemination Administrator~~<br><br>~~Administrative Office of the Courts~~<br>~~Management Services Division~~<br>~~PO Box 41170~~<br>~~Olympia WA 98504-1170~~<br>~~Phone: 360-705-5226~~<br>~~Email: kevin.cottingham@courts.wa.gov~~ | ~~Name~~<br><br>~~Address~~<br>~~CSZ~~<br>~~Phone:~~<br>~~Email:~~ |

## ~~17.~~16. GENERAL TERMS AND CONDITIONS:

~~17.1.~~16.1. **ALTERATIONS AND AMENDMENTS**: This Agreement may be amended at any time by the mutual written agreement of the parties.

~~17.2.~~16.2. **ASSIGNMENT**: Requestor may not transfer or assign:

~~17.2.1.~~16.2.1. this Agreement or any portion thereof;

~~17.2.2.~~16.2.2. any right or benefit accruing to Requestor under this Agreement; or

~~17.2.3.~~16.2.3. any claim arising under this Agreement.

~~17.3.~~16.3. **DISPUTES**: Except as otherwise provided in this Agreement, in the event that a dispute arises under this Agreement, a Dispute Board shall determine it in the following manner: each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint one additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. Both parties agree to exercise good faith in dispute resolution and to avoid litigation whenever possible.

~~17.4.~~16.4. **ENTIRE AGREEMENT**: This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous discussions and agreements. Understandings, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either party.

~~17.5.~~16.5. **GOVERNING LAW**: This Agreement shall be governed in all respects by the laws and statutes of the State of Washington. The jurisdiction for any action hereunder shall be the Superior Court for the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington. Requestor, by execution of this Agreement, acknowledges and agrees to the jurisdiction of the courts of the State of Washington in all matters relating to this Agreement.

~~17.6.~~16.6. **HEADINGS**: The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof unless otherwise specified herein.

~~17.7.~~16.7. **CONFLICTS OF AUTHORITY**: If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to conform to said statute or rule of law.

~~17.8.~~16.8. **INDEPENDENT STATUS OF PARTIES**: The parties to this Agreement will be acting in their individual capacities and not as agents, employees, partners, joint venturers, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.

~~17.9.~~16.9. **NON-EXCLUSIVITY**: This Agreement is non-exclusive. During the term of this Agreement, the AOC reserves the right to enter into agreements with other parties as it deems fit. Nothing contained in this Agreement shall be construed to limit in any way the AOC's right to enter a like or similar agreement or grant a like or similar license to any other entity or party on such terms as the AOC may in its sole discretion deem appropriate.

~~17.10.~~16.10. **NOTICES**: Any notice required or permitted to be given under this Agreement shall be effective if and only if it is in writing. Notice must be given by personal delivery or sent by United States mail. Mail to Requestor must be sent to Requestor’s address as set forth in this Agreement and mail to the AOC must

be sent to the Data Dissemination Administrator, Administrative Office of the Courts, 1206 Quince Street SE, PO Box 41170, Olympia, WA 98504-1170, or to such other address as each party has notified the other in writing.

~~17.11.~~16.11. **SEVERABILITY**: If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

~~17.12.~~16.12. **SUBCONTRACTING**: Requestor shall not enter into subcontracts relating to this Agreement without obtaining prior written approval from the AOC.

~~17.13.~~16.13. **WAIVER**: No term or condition of this Agreement shall be held to be waived, modified, or deleted, and no breach excused, except by a written instrument signed by the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach.

~~17.14.~~16.14. **COUNTERPARTS**: This agreement may be signed in any number of counterparts, each of which is an original and all of which taken together form one single document. Signatures delivered by email in PDF format or facsimile will be binding for all purposes.

~~17.15.~~16.15. **SIGNING AUTHORITY**: The signatories to this contract below represent that they have the authority to bind their respective organizations to this contract.

| **[Requestor]** | **State of Washington**<br>**Administrative Office of the Courts** |
|---|---|
| _____ | _____ |
| (Signature) (Date) | (Signature) (Date) |
| _____ | _____ |
| (Print Name) | (Print Name) |
| _____ | _____ |
| (Title) | (Title) |