

DATA-SHARING AGREEMENT

BETWEEN THE

CITY OF TUMWATER

AND THE

OFFICE OF THE SECRETARY OF STATE COMBINED FUND DRIVE

This Agreement is made and entered into by and between the **CITY OF TUMWATER** and the **OFFICE OF THE SECRETARY OF STATE COMBINED FUND DRIVE** pursuant to the authority granted in Chapters 39.34 and 41.50 of the Revised Code of Washington, relevant federal statutes, and related regulations.

AGREEMENT ADMINISTRATORS:

City of Tumwater	Secretary of State Combined Fund Drive
Leatta Dahlhoff Mayor 555 Israel Rd SW Tumwater, WA 98501 (360)358-1915 LDahlhoff@ci.tumwater.wa.us	Robert Lane Secretary of State Combined Fund Drive Manager 416 Sid Snyder Avenue SE Olympia, WA 98501 360-810-1315 robert.lane@sos.wa.gov

1. PURPOSE OF THE DATA-SHARING AGREEMENT

The purpose of this Data-Sharing Agreement (DSA) is to facilitate the sharing of information between the Secretary of State Combined Fund Drive (CFD) and the City of Tumwater. Both agencies will exchange data so that the City of Tumwater can manage deductions from members who wish to start or implement changes regarding existing deductions.

2. DEFINITIONS

“Agreement” means this Data-Sharing Agreement, including all documents attached or incorporated by reference.

“Authorized user” means an individual or individuals with an authorized business need to access Confidential Information under this DSA.

“Confidential Information” means information that is exempt from disclosure to the public or other unauthorized person under Chapter 42.56 RCW or other federal or state laws. Confidential Information comprises Category 3 data as described in Section 4, DESCRIPTION OF DATA TO BE SHARED, which includes but is not limited to Personally Identifiable Information (PII). For purposes of this DSA, Confidential Information means the same as “Data.”

“Data” means the information that is disclosed or exchanged as described by this DSA. For purposes of this DSA, Data includes PII and Confidential Information.

“Data Encryption” refers to ciphers, algorithms or other encoding mechanisms that will encode Data to protect its confidentiality. Data encryption can be required during Data transmission or Data storage depending on the level of protection required for this Data.

“Data Storage” refers to the state Data is in when at rest. Data shall be stored on secured environments.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the Data between systems, networks, and/or workstations.

“Disclosure” means to permit access to or release, transfer, or other communication of PII by any means including oral, written, or electronic means, to any party except the party identified or the party that provided or created the record.

“Personally Identifiable Information” or “PII” is defined by the RCW 19.255.005 as a first name/initial and last name along with any one or more identified pieces of information.

3. PERIOD OF AGREEMENT

This Agreement shall begin on the date of execution and shall automatically renew on an annual basis unless terminated by either party with a 30-day written notice.

4. DESCRIPTION OF DATA TO BE SHARED

CFD will send to the City of Tumwater names and affiliated information, including but not limited to member IDs, Social Security numbers, and deduction amounts:

- a. Regarding members who are already contributing to CFD.
- b. Regarding members who are already contributing to CFD and have requested changes to the amounts of their CFD contributions.
- c. Regarding members who initiate a CFD deduction.

In response, the City of Tumwater will send a confirmation file to CFD showing what was deducted, member names, member IDs, deduction amounts.

In addition, the City of Tumwater will supply the CFD with an HR Refresh File meeting CFD Standard File Format Specifications to include Employee ID, Social Security Number, Last Name, First Name, etc.

The Data Classification per WaTech IT Security Chapters is Category 3 – Confidential Information.

5. DATA TRANSMISSION

To ensure that Data is encrypted during Data transmission, all Data will be transmitted using a managed file transfer (MFT) platform that is security compliant with Washington State data

encryption standards, *Encryption Standard, SEC 08-02* as amended or superseded. CFD will create accounts for use to securely transfer the data.

6. DATA SECURITY

- a. **Safeguards Against Unauthorized Access and Redisclosure.** CFD and the City of Tumwater must protect and maintain all Data against unauthorized use, access, disclosure, modification, or loss. This requires CFD and the City of Tumwater to employ reasonable security measures, which include restricting access to the Data by:
 - i. Allowing access only to staff that have an authorized business requirement to view the Data. CFD and the City of Tumwater will protect the Data to prevent unauthorized persons from retrieving information by means of a computer, remote terminal, or other access.
 - ii. Physically securing any computers, documents, or other media that could be used to access the Data.
- b. CFD and the City of Tumwater must comply with appropriate statewide policies, including those issued by Washington State WaTech.
- c. **Protection of Data** – CFD and the City of Tumwater agree to store Data and protect Data as described:
 - i. Workstation storage drives. Access to the Data will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password in addition to Multifactor Authentication (MFA), such as biometrics, authentication token devices, or smart cards, which provides greater security. If the workstation is located in an unsecured physical location, the hard drive must be encrypted using the latest FIPS 140-2 approved encryption algorithm with a minimum key length of 256 bits to protect Data in the event the device is stolen.
 - ii. CFD and the City of Tumwater employees may not store any Data on portable electronic devices or media, including but not limited to laptops, handheld/PDAs, ultra-mobile PCs, flash memory devices, floppy discs, optical discs (CDs/DVDs), portable hard disks and smart phones at any time.
- d. **Safeguards Against Unauthorized Access and Redisclosure**

All access to Data accessed or acquired by CFD and the City of Tumwater under the terms of this Agreement, if retained in any manner or format, shall be stored and managed within a secure environment with access limited to the least number of employees needed to complete the purpose of this Agreement.

CFD and the City of Tumwater shall exercise due diligence and due care to protect all Confidential Information from unauthorized physical and electronic access. All parties shall establish and implement the following minimum physical, electronic and managerial safeguards for maintaining the confidentiality of information provided by either party pursuant to this Agreement:

- i. Access to the information provided by the parties will be restricted to only those authorized staff, officials, and agents of the parties who need it to perform their official duties in the performance of the work requiring access to the information as detailed in the Purpose of this Agreement.
- ii. CFD and the City of Tumwater will store the information in an area that is safe from access by unauthorized persons during duty hours as well as non-duty hours or when not in use.
- iii. CFD and the City of Tumwater will protect the information in a manner that prevents unauthorized persons from retrieving the information by means of computer, remote terminal or other means.
- iv. CFD and the City of Tumwater shall take precautions to ensure that only authorized personnel and agents are given access to on-line files containing confidential or sensitive data.
- v. CFD and the City of Tumwater shall instruct all individuals with access to the Personally Identifiable Information regarding the confidential nature of the information, the requirements of *Use of Data* and *Safeguards Against Unauthorized Access and Re-Disclosure* clauses of this Agreement, and the sanctions specified in federal and state laws against unauthorized disclosure of information covered by this Agreement.
- vi. CFD and the City of Tumwater shall take due care and reasonable precautions to protect each other's data from unauthorized physical and electronic access. All parties will meet the requirements of the State of Washington's policies and standards for data security and access controls to ensure the confidentiality, availability, and integrity of all data accessed.

e. Data Separation

- i. The data that the parties receive from each other must be separated or otherwise distinguishable from each agency's other data to ensure that when no longer needed by CFD or the City of Tumwater, all CFD or the City of Tumwater data can be identified for return or destruction. This also aids in determining whether CFD or the City of Tumwater data has or may have been compromised in the event of a security breach.
- ii. The data that the parties receive from each other will be kept on media (e.g., hard disk, optical disc, tape, etc.) which will not contain other data from the recipient agency. Or,
- iii. The data that the parties receive from each other will be stored in a logical container on electronic media, such as a partition or folder dedicated to that data. Or,
- iv. The data that the parties receive from each other will be stored in a database which will not contain other data from the recipient agency. Or,

- v. The data that the parties receive from each other will be stored within a database and will be distinguishable from other data by the value of a specific field or fields within database records. Or,
- vi. When stored as physical paper documents, the data that the parties receive from each other will be physically separated from other data in a drawer, folder, or other container that is secured against unauthorized access.
- vii. When it is not feasible or practical to separate the data that the parties receive from each other, then both the data that the parties receive from each other and the other data with which it is commingled must be protected as described in this Agreement.

f. Breach Notification

If CFD or the City of Tumwater or their agents detect a compromise or potential compromise in the IT security for this data such that Confidential Information may have been accessed or disclosed without proper authorization, CFD or the City of Tumwater shall give notice to the other party as soon as practicable but no later than within twenty-four (24) hours of discovering the compromise or potential compromise. Notice can be by phone with follow-up email if unable to speak to a live person. Contacts for purposes of this section are:

Combined Fund Drive

Director of External Affairs

Charlie Boisner, (360) 742-4321, Charlie.boisner@sos.wa.gov

CFD Manager

Robert Lane, (360) 810-1315, Robert.lane@sos.wa.gov

City of Tumwater

Director of Information Technology

Lance Inman, (360)754-4122, Linman@ci.tumwater.wa.us

Director of Finance

Troy Niemeyer, (360)754-4135, Tniemeyer@ci.tumwater.wa.us

The party that experienced the breach shall take corrective action as soon as practicable to eliminate the cause of the breach and shall be responsible for managing the incident response, as required by law or regulation, including reporting the incident to the Office of Cybersecurity (officeofcybersecurity@watech.wa.gov) and ensuring that appropriate notice is made to those individuals whose personal information may have been improperly accessed or disclosed. The party that provided the information that was involved in the breach may, at its discretion, assist with the response. The party that experienced the breach is responsible for any costs associated with the incident, regardless of whether it is a City of Tumwater or CFD cost, excluding staff assistance. The City of Tumwater and

CFD must remain in full communication and coordination throughout the planning and implementation of the incident response.

7. DATA CONFIDENTIALITY

CFD and the City of Tumwater acknowledge the personal or confidential nature of the information and agree that their employees and contractors with access shall comply with all laws, regulations, and policies that apply to protection of the confidentiality of the Data.

CFD and the City of Tumwater will not use, publish, transfer, sell, or otherwise disclose any Confidential Information gained under this DSA for any purpose that is not directly connected with the purpose, justification, and Permissible Uses of this DSA.

a. Subcontractors

If information provided under this Agreement is to be shared with a subcontractor, the contract with the subcontractor must include all of the information security provisions within this Agreement and within any amendments, attachments, or exhibits within this Agreement. If the subcontractor cannot protect the information as articulated within this Agreement, then the Contract with the subcontractor must be submitted to the Agreement Administrator specified for this Agreement for review and approval.

b. Penalties for Unauthorized Disclosure of Information

In the event that either party fails to comply with any terms of this Agreement, the other party shall have the right to take such action as it deems appropriate. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure.

8. USE OF DATA

- a. CFD and the City of Tumwater agree to strictly limit use of information obtained or created under this Agreement to the purposes stated in the Agreement. Data provided by CFD or the City of Tumwater will remain the property of the other party and will be returned to the originating agency or destroyed in accordance with Section 9, Disposition of Data, at the expiration of the agreement.
- b. CFD and the City of Tumwater shall construe this clause to provide the maximum protection for the information that the law allows.
- c. This Agreement does not constitute a release of the data for CFD's and the City of Tumwater's discretionary use, but may be accessed only to carry out the responsibilities specified herein. Any ad hoc analyses or other use of the information, not specified in this Agreement, is not permitted without the prior written agreement of the other party. CFD and the City of Tumwater shall not disclose, transfer, or sell any such information to any party, except as provided by law. CFD and the City of Tumwater shall maintain the confidentiality of all Personally Identifiable Information and other information gained by reason of this Agreement.

- d. CFD and the City of Tumwater are not authorized to update or change the information received.
- e. Neither Washington State, CFD, or the City of Tumwater guarantee the accuracy of the information provided.
- f. All risk and liabilities of use and misuse of data provided pursuant to this Agreement are understood and assumed by CFD and the City of Tumwater.
- g. Data provided by CFD and the City of Tumwater cannot be re-disclosed or duplicated unless specifically authorized in this Agreement.
- h. The requirements in this section shall survive the termination or expiration of this agreement or any subsequent agreement intended to supersede this DSA.

9. DISPOSITION OF DATA

- a. Upon termination of this Agreement, all copies of any Data sets related to this Agreement must be destroyed, wiped from data storage systems, or must be returned to the originating entity.
- b. Acceptable destruction methods for various types of media include:
 - i. For paper documents/reports containing confidential or sensitive information, a contract with a recycling firm to recycle confidential documents is acceptable, provided the contract ensures that the confidentiality of the Data will be protected. Such documents may also be destroyed by on-site shredding, pulping, or incineration.
 - ii. If confidential or sensitive information has been contained on optical discs (e.g., CDs, DVDs, Blu-ray), CFD or the City of Tumwater shall either destroy the discs by incineration, shredding, or completely defacing the data by degaussing, incinerating, or crosscut shredding.
 - iii. If data has been stored on a portal, server or workstation, it will be deleted in accordance with Washington State WaTech, *Media Sanitization and Disposal Standard*, SEC-04-02-S, a National Institute for Standards and Technology (NIST) compliant sanitation wipe process will be performed upon end of life, or event that requires the media to leave organizational control to the party that received the data. The sanitation process will consist of no less than three (3) overwriting passes using a fixed or random data value or using the Cryptographic Erase (CE) technique, ensuring data cannot be reconstructed. Failed drive(s) unable to follow the aforementioned sanitation process will be physically destroyed by a certified vendor.
 - iv. If data has been stored on removable media (e.g., floppies, USB flash drives, portable hard disks, or similar disks), the party that received the data shall destroy the data by using a "wipe" utility which will overwrite the data at least three (3) overwriting passes using a fixed or random data value or using the Cryptographic Erase (CE) technique, ensuring data cannot be reconstructed. Failed drive(s) unable to follow the aforementioned sanitation process will be physically destroyed by a certified vendor.

10. ON-SITE OVERSIGHT AND RECORDS MAINTENANCE

CFD and the City of Tumwater agree that the other party shall have the right, at any time, to monitor, audit and review activities and methods in implementing the Agreement to assure compliance within the limits of their technical capabilities.

Both parties shall retain all records, books, or documents related to this Agreement for six years, except Data destroyed in Section 9. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access to and the right to examine any of these materials during this period.

11. HOLD HARMLESS

Each party to this Agreement shall be responsible for any and all acts and omissions of its own staff, employees, officers, agents and independent contractors. Each party shall defend and hold harmless the other party from any and all claims, damages, and liability of any kind arising from any act or omission of its own staff, employees, officers, agents, and independent contractors.

12. AMENDMENTS AND ALTERATIONS TO THIS AGREEMENT

With mutual consent, the City of Tumwater and CFD may amend this Agreement at any time, provided that the amendment is in writing and signed by authorized representatives of both parties.

13. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable Federal and State laws;
- b. Any other provisions of the Contract whether by reference or otherwise.

14. TERMINATION

a. For Convenience

Either party may terminate this Agreement with thirty days' written notice to the other party's Agreement Administrator named on Page 1. In case of termination, any and all information provided by the parties pursuant to this agreement shall either be immediately returned to the originating entity or immediately destroyed.

b. For Cause

Either party may terminate this Agreement at any time prior to the date of completion if and when it determines that the other party has failed to comply with the conditions of this Agreement. The terminating party shall promptly notify the other party in writing of the termination and the reasons for termination, together with the effective date of termination. In case of termination, the Data provided by one party shall be returned to the other party or destroyed on or before the date of termination. Written notification of destruction to the other party is required.

15. SEVERABILITY

The provisions of this Agreement are severable. If any provision of this Agreement is held invalid by any court; that invalidity shall not affect the other provisions of this Agreement and the invalid provision shall be considered modified to conform to the existing law.

16. NO FINANCIAL CONSIDERATION

This Agreement does not involve any exchange of funds or financial consideration between the parties. Each party shall be responsible for its own costs associated with the implementation and execution of this Agreement.

17. GOVERNING LAW

This Agreement shall be construed under the laws of the State of Washington. Venue shall be proper in Superior Court in Thurston County, Washington.

18. SIGNATURES

The signatures below indicate agreement between the parties.

City of Tumwater	Office of the Secretary of State Combined Fund Drive
Leatta Dahlhoff Mayor	Amanda Doyle Chief of Staff