WASHINGTON STATE DEPARTMENT OF HEALTH
DATA SHARING AGREEMENT

PARTIES TO THE AGREEMENT:

	Data Provider	**Data Recipient**
Agency/Company:	Department of Health Center for Health Statistics	Child Health Institute University of Washington
Contact Person:	Katrina Wynkoop Simmons, Ph.D.	Michelle Garrison, MPH
Address:	P.O. Box 9709	146 N. Canal St. #300
City/St/Zip:	Olympia, WA 98507-9709	Seattle, WA 98103
Phone No:	(360) 236-4322	(206) 616-1203
FAX:	(360) 753-4135	(206) 543-5318
E-mail	Katrina.Simmons@doh.wa.gov	garrison@u.washington.edu

Forward the data to: Recipient shown above

PERIOD OF AGREEMENT: Date signed until termination with 14 days prior written notification

DESCRIPTION OF DATA BEING EXCHANGED:

Contains: Washington State Behavioral Risk Factor Surveillance System files 2000 (year).

Access to the data is through the following media:

[ ] CD-ROM

[ ] Floppy Disk
Size: [ ] 5-1/4" [X] 3-1/2"
Format: [ ] ASCII [X] SAS [ ] EXCEL [ ] dBase4
[ ] STATA [ ] OTHER

[ ] Direct Access Dial-Up
[ ] Direct Access Dedicated Line
[ ] Bulletin Board
[X] E-mail

Data Element Definitions are contained in:

[X] Manual/Document (identify) CODEBKyy.DOC (yy = last 2 digits of year)
[ ] Glossary of Terms (attached)
[ ] Record or print layout will be provided with the data <u>in ASCII format</u>
[ ] Same as file previously provided

DESCRIPTION OF USE:

We are analyzing childhood obesity in Washington State for this year's State of Washington's Children report, and would like to place it in the context of parental obesity. Our analysis wil be restricted to adults who have children, and we will be analyzing the proportion of parents who are obese (BMI = 30), or who report certain dieting, exercise, or nutritional behaviors.

PRIVACY/SECURITY REQUIREMENTS:

PRIVACY - Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The department reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include but is not limited to "salting" by the department. Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The contractor agrees to indemnify and hold harmless the department for any damages related to the contractor's unauthorized use of personal information.

For the purposes of this provision, personal information includes but is not limited to information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, drivers license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

OTHER CONFIDENTIALITY REGULATIONS:

The following laws/regulations contain restrictions or requirements relating to the use or disclosure of this data, and information disclosure is consistent with the provisions of RCW 42.17.260.

Access is restricted as follows:

- The data recipient and his/her associates shall not release or disclose the data to third parties without written permission from the Center for Health Statistics; and

- The data recipient and his/her associates shall utilize reasonable security procedures and protections to assure that the identities of individuals associated with specific records in the data are not inadvertently revealed.

Required citations:

- "Washington State Department of Health, Center for Health Statistics, Behavioral Risk Factor Surveillance System, supported in part by Centers for Disease Control and Prevention Cooperative Agreement U58/CCU002118-***number*** (***year***)" should be cited as the source of the data in all tables, reports, presentations, and scientific papers; and

- Data recipient's organization name should be cited as the source of interpretations, calculations, and/or manipulations of the data. Responsibility for analyses and interpretation of the data lie with the data

recipient's organization which uses and analyzes these data rather than with the Center for Health Statistics or with the Department's partner for the BRFSS, the Centers for Disease Control and Prevention.

Disposition Instructions:

[ ] No special disposition required
[ ] Return to provider
[X] Destroy in secure environment
[ ] Other

Is review required by Human Research Review Section?

[ ] Yes (attach)
[X] No.

Frequency of Data Exchange:

[X] One-time - estimated delivery date:
[ ] Repetitive - frequency or cycle: as annual data files become available, usually in July of the year following data collection.

CONDITIONS FOR SHARING DATA:

The following additional conditions apply to this agreement:

INDEMNIFICATION

Each party shall defend, protect and save harmless the other party from and against all claims, suits from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this contract.

CHANGES AND MODIFICATIONS

The terms of this agreement may be amended by actual consent of the parties hereto, provided that such amendment shall not be binding upon the Department of Health (DOH) unless it is in writing and signed by the Director of the Center for Health Statistics.

Only the Director for the Center for Health Statistics or his/her delegate by writing (delegation being made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this agreement on behalf of DOH.

DISPUTES

Except as otherwise provided in this agreement, when a bona fide dispute arises between DOH and the contractor/agency and it cannot be resolved, either party may request a dispute resolution with the Office of Contracts Management of DOH. Either party's request for a dispute resolution must:

1. Be in writing, and

2. state the disputed issues, and

3. state the relative positions of the parties, and

4. state the contractor/agency name, contact person, address, and identify the agreement under dispute, and

5. be mailed to the DOH Contracts Officer, Olympia, Washington 98504, within fifteen (15) days after either party receives notice of the issue(s) which he/she now disputes. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

PAYMENT OF FEES:

Receiving agency/company agrees to pay fee.

REVIEWED BY:

Parties agree to accept signatures by FAX.

SENDING AGENCY: The information provided is true and accurate to the best of my knowledge.

Signature: _____ Date: _____

Name (printed): Teresa J. Jennings Title: State Registrar and Director
Center for Health Statistics

RECEIVING AGENCY: I have reviewed the above information, understand it, agree to the conditions and restrictions related to use of the data and will require all my users to comply.

Signature: _____ Date: 5/28/02

Name (printed): Michelle Garrison, MPH Title: Research Consultant

Agency: UW Child Health Institute

APPENDIX A

FEES: ***(CHS Inserts the description & fee amount at $30.00/hour.)***

BILLING PROCEDURE:

An Invoice for the total amount will be prepared by the Center for Health Statistics, P.O. Box 9709, Olympia, WA 98507-9709 and sent to:

Name:	Michelle Garrison
Title:	Research Consultant
Agency:	UW Child Health Institute
Address:	146 N. Canal St. #300
City, State & ZIP	Seattle, WA 98103
Telephone:	(206) 616-1203
FAX:	(206) 543-5318
E-Mail:	garrison@u.washington.edu