



July 13, 2021

TO: Flood Authority Members
FROM: Scott Boettcher, Staff
SUBJECT: Lewis County as Fiscal Agent – Data Sharing Agreement (DSA)

The following will be discussed at Thursday's 7-15-2021 Flood Authority meeting. Please feel free to contact me with questions (360/480-6600, scottb@sbgh-partners.com).

Data Sharing Agreement

1. Lewis County serves as fiscal agent for the Flood Authority.
2. As fiscal agent Lewis County acts at the direction of the Flood Authority on multiple matters of interest and relevance to the Flood Authority, including Flood Warning System, Local Projects, Flood Authority staffing and facilitation, information inventories and analyses, intergovernmental agreements, **State Auditor's Office accountability audits**, and more. See staff memo from 5-18-2021 Flood Authority meeting [here](#).
3. In preparation for the next State Auditor's Office accountability audit (Lewis County as fiscal agent for the Flood Authority), the State Auditor's Office is asking Lewis County to enter into a data sharing agreement (DSA) to formalize the steps that will be taken to protect data (and sensitive data).
4. Lewis County's IT Director and Prosecuting Attorney's Office have reviewed the attached DSA and recommend signing it as attached.
5. Lewis County will brief the Flood Authority and seek approval to sign the DSA at Thursday's 7-15-2021 Flood Authority meeting.

INTERAGENCY DATA SHARING AGREEMENT

Between

Chehalis River Basin Flood Authority

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between Chehalis River Basin Flood Authority hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW and 43.09 RCW.

AGENCY PROVIDING DATA: Agency

Agency Name: Chehalis River Basin Flood Authority
Contact Name: Graham Gowing
Title: Office Manager
Address: 351 NW North Street
Chehalis, WA 98532
Phone: (360) 740-1232
E-mail: graham.gowing@lewiscountywa.gov

AGENCY RECEIVING DATA: SAO

Agency Name: Office of the Washington State Auditor
Contact Name: Bryson Bristol
Title: Program Manager
Address: 3200 Sunset Way SE Olympia, WA 98504
Phone: (564) 999-0880
E-mail: Bryson.Bristol@sao.wa.gov

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141.10) in the handling of information considered confidential.

2. DEFINITIONS

"Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

“Data Access” refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

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

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

“Data Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

3. PERIOD OF AGREEMENT

This agreement shall begin on June 1, 2021, or date of execution, whichever is later, and end on May 31, 2024, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING

SAO is the auditor of all public accounts in Washington State. SAO’s authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes information and data related to financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA ACCESS

If desired, with the Agency’s permission, the Agency can provide direct, read-only access into its system. SAO will limit access to the system to employees who need access in support of the audit(s). SAO agrees to notify the agency when access is no longer needed.

7. DATA TRANSMISSION

Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

8. DATA STORAGE AND HANDLING REQUIREMENTS

Agency will notify SAO if they are providing confidential data. All confidential data provided by Agency will be stored with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

9. INTENDED USE OF DATA

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09.

10. CONSTRAINTS ON USE OF DATA

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09.

11. SECURITY OF DATA

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

12. NON-DISCLOSURE OF DATA

SAO staff shall not disclose, in whole or in part, the data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.
- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

13. OVERSIGHT

The SAO agrees that Agency will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

14. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agreement Administrator named on Page 1. However, once data is accessed by the SAO, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

15. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

16. GOVERNANCE

- a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the DSA Agreement between Agency and SAO

other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.

- b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

17. SIGNATURES

The signatures below indicate agreement between the parties.

Agency

Office of the Washington State Auditor

Signature

Date

Signature

Date

Title: _____

Title: _____

Graham Gowing

From: Grace Jimenez
Sent: Wednesday, June 9, 2021 10:59 AM
To: Graham Gowing
Subject: FW: New law requires data sharing agreements

From: Dounouk, Nikki (SAO) <dounoukn@sao.wa.gov>
Sent: Monday, June 7, 2021 3:29 PM
To: Grace Jimenez <Grace.Jimenez@lewiscountywa.gov>; Bristol, Bryson (SAO) <bristolb@sao.wa.gov>
Subject: RE: New law requires data sharing agreements

Hi Grace,

Thanks for reaching out. We're putting these agreements into place with each of our audit clients. The agreement below was for the Chehalis River Basin Flood Authority which he was listed as the audit contact for. If the contact information needs to be updated, please let me know. We do need the agreement signed by someone who has the authority to sign on behalf of the Flood Authority.

Please let me know if you have any questions.

Thanks,
Nikki

From: Grace Jimenez <Grace.Jimenez@lewiscountywa.gov>
Sent: Monday, June 7, 2021 1:33 PM
To: Bristol, Bryson (SAO) <bristolb@sao.wa.gov>; Dounouk, Nikki (SAO) <dounoukn@sao.wa.gov>
Subject: FW: New law requires data sharing agreements

External Email

Hi Bryson/Nikki,

One of our department managers received the below email. I believe it is in error, or is this agreement being sent to multiple employees at the County? This specific employee works in Community Development.

Thank you,

Grace Jimenez
Chief Accountant
Lewis County Auditor's Office
Ph 360-740-1139 | Fax 360-740-2772

From: Dounouk, Nikki (SAO) <dounoukn@sao.wa.gov>
Sent: Monday, June 7, 2021 10:23 AM

To: Graham Gowing <Graham.Gowing@lewiscountywa.gov>
Cc: Bristol, Bryson (SAO) <bristolb@sao.wa.gov>
Subject: New law requires data sharing agreements

Hello Graham,

Under a bill passed by the Legislature this year, data sharing agreements (DSAs) will be required for all state and local governments sharing data. This includes the data we exchange for your audits. For your reference, the legislation requiring DSAs is [ESSB5432](#), "Concerning cybersecurity and data sharing in Washington state government."

The Office of the State Auditor has used DSAs with some state agencies, but less frequently with local governments. The good news is that these agreements will formalize all the steps we take to protect data, without requiring changes to our existing practices.

We are working to implement DSAs for all audit data shared as of July 1. Attached is the DSA our Office would like to complete with your government. Please sign and return as soon as possible.

Please let me know if you have any questions or would like to schedule a time to discuss the agreement.

Sincerely,



Nikki Dounouk

Administrative Assistant, [Office of the Washington State Auditor](#)

Team Tacoma | Team Port Orchard | Team Olympia

(253) 593-2047 | www.sao.wa.gov | Pronouns: She, Her

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