

DRAFT

Accela Regional Permits and License Program Data Sharing Agreement

TERMS AND CONDITIONS

This MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this [insert date] by and between the City of Reno, City of Sparks, Washoe County Health District, Washoe County Technology Services Department, and the Washoe County Assessor (each may be referred to as a "Party" or collectively referred to as the "Parties"), for the mutual sharing of student data ("shared data") in relation to the Accela Enhanced Reporting Database and subject to the following terms and conditions:

CONTRACTING AUTHORITY

The purpose of this Agreement is to establish the overarching confidentiality requirements and treatment of shared data between the Parties and to enable the Parties to share confidential information for official purposes. This data sharing agreement is authorized for such purposes by, is subject to, and shall be construed in a manner consistent with relevant federal and Nevada state laws and regulations regarding data privacy and confidentiality.

TERM

The term of this agreement shall follow in line with the Replicated Database Use Agreement from Accela and expire at the earliest of the following: (1) the subscription for the Replicated Database ends, (2) the Accela Insights Reporting and Dashboarding tool is no longer in use, or (3) the Accela Interlocal agreement is no longer in place. If any Party should fail to comply with any of the terms and conditions provided herein their data use shall terminate from that point forward.

AUTHORIZED USERS

Only authorized users shall have access to shared data. Each Party reserves the right to limit the number of authorized users to the number of authorized users that it determines is necessary to fulfill the data sharing objective, which each party acknowledges must be for legitimate purposes only.

Each Party shall require its employees, contractors, or agents who are authorized users to be trained in and adhere to relevant federal and Nevada state laws and regulations regarding data privacy and confidentiality, and other applicable requirements for the Parties' official duties. Each Party shall also be responsible for promptly notifying the other Parties whenever an authorized user no longer requires access to shared data and when new persons become authorized users. Use of an authorized user's access credentials by any other person is prohibited and shall be grounds for the immediate termination of this Agreement.

Each Party must agree to the "Enhanced Reporting Database Policy from Q-22184" and comply with Accela's rules specified regarding authentication, access and credentials and ensuring sound queries.

USE

A. Permitted Usage

The permitted usage of data product(s) licensed under this agreement shall be limited to the following:

1. Only authorized users shall be allowed access to the shared data, and their access shall only be for the purposes authorized by law and described in this agreement.
2. Querying and viewing of data in the replicated multi-agency database by an authorized user.
3. Creating, writing, or editing of reports specific to their Party's use.
4. Making one (1) copy of the entire database of Permits and License data; for internal archival or backup purposes.
5. Making data product(s) available to consultants, contractors or other agents doing internal, project-specific work for a Party to this Agreement. Utilization on an isolated, project-specific basis, non-manipulated as to format, in development of a product or service (e.g., as backdrop for a project design, or as information to support an economic development siting analysis, etc.).
6. This Agreement allows for and promotes replication of reports or reuse of reports between the Parties for easier sharing and standardization of reports.
7. Previously granted Assessor use for reporting per NRS will remain unchanged.

B. Restricted Usage

The restricted usage of data product(s) licensed under this agreement, and acceptance of data for such use, or so used, shall indicate a Party's acceptance of the terms of this Agreement. The Parties agree that they are restricted as follows:

1. Creating or otherwise using an altered, modified, translated, merged, or otherwise manipulated formatting of data product(s) for value added commercial resale or mass distribution of a new product is prohibited.
2. Mass copying or reproduction for distribution is prohibited.
3. Sale, re-licensure, lease, assignment or otherwise transfer of the right of usage under this Agreement, in whole or in part, to a third party is prohibited.
4. No Party shall use or prepare data on behalf of another Party, in whole or in part, without context, definition, and the consent of that Party.
5. The following data is deemed confidential and shall not be permitted for any other Party to report against as specified herein:

I. **Washoe County and Washoe County Health District:**

a. Health Module data, Record Types: All permits under Health to include the following types and all subtypes under each record: Health/Air Quality, Health/Food, Health/Food Permit, Health/Foodborne Disease, Health/Historical, Health/Institution, Health/Invasive Body Decoration, Health/Limited Advisory, Health/Mobile Home Park – RV Parks, Health/POS, Health/Public Accommodations, Health/Public Bathing, Health/Underground Storage Tank, Health/Variance, Health/Waste, Health/Wells, and the COVID Record Type Group,

b. Enforcement data,

c. Redacted data names.

II. **Reno and Sparks:**

a. Business License Applications, social security numbers, gross receipts, and other data identified as confidential by law,

b. Code Enforcement,

c. Redacted data names,

d. Any records/information under the custom list with the Business Activity of "Dancer Cabaret" (and the older "Entertainer" activity),

e. Any records/information that receive the "no ACA access" flag, regardless of record type (I.e. all four APP; LIC; AMD; RWL).

CONFIDENTIALITY SAFEGUARDS

Any shared data is confidential pursuant to appropriate state and federal laws and regulations and all confidentiality requirements thereby required are hereby incorporated into and made a part of this Agreement.

Each Party agrees to establish appropriate administrative, technical, and physical safeguards to safeguard the confidentiality of the shared data supplied by any other Party and to prevent unauthorized use of or access to such data.

Each Party agrees to store all shared data in a place that is secure from access by unauthorized persons. Additionally, each Party agrees to store and process shared data supplied in an electronic format, in such a way that unauthorized persons cannot obtain the data by any means. Each Party shall undertake precautions to ensure that only authorized personnel are given access to shared data stored in computer systems. A secure environment includes any electronic media, computer, server, or network on which the data reside. Parties shall ensure that the data is destroyed when no longer needed and/or required by law to be maintained. Parties shall use encryption or other best practices

when using the data, and shall require agencies to use encryption or other best practices when transferring data.

Each Party shall instruct all personnel, including employees, contractors, agents, or other individuals operating on behalf of a Party having access to shared data regarding the confidentiality and security requirements affecting the shared data and shall ensure that they adhere to those requirements and procedures required under the terms of this Agreement.

Each Party shall be responsible and liable for ensuring that the confidentiality of shared data received is maintained as required under both federal and state laws and shall indemnify, defend, and hold harmless the providing Party against any suits, claims, actions, complaints, damages, or liability of any kind, including legal costs and attorney fees, related to or arising from any breach of the confidentiality provisions within this Agreement or the misuse of any shared data. Under no circumstances shall shared data be used for any type of solicitation without the express written approval of the providing Party for that specific purpose.

Each Party agrees to fully and promptly report to the providing Party any infraction or violation of the confidentiality or security requirements set forth in this Agreement and any other data sharing agreement, and agrees to take appropriate disciplinary action against anyone found to have violated the terms of this Agreement or applicable federal or state law.

SHARED DATA COSTS

Fees for data product(s) licensed under the terms of the Enhanced Reporting Database licensing agreement with Accela shall be determined by the annual invoice that will be divided equally by all Parties. The amount will be paid annually at the start of each fiscal year, as part of the general Accela license contract and will be due and payable on or about July 10 of each year. Parties not wishing to participate in the Regional replicated database product shall give notice in writing prior to the annual budgetary meeting (typically the December Accela Oversight Committee meeting) to set the budget for the next fiscal year.

MISCELLANEOUS

A. Applicable Law

This agreement shall be construed and interpreted under and pursuant to the laws of the State of Nevada, and any local ordinances and codes of the Parties. The Parties agree that venue for any action or claim arising out of, or in connection with this Agreement shall be in the state District Court for Washoe County, Nevada.

B. Invalidity and Severability

If any term, condition or provision of this Agreement, or the application thereof, to any person, entity or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term, condition or provision of this Agreement shall remain valid and enforced as written to the fullest extent permitted by law.

C. Authority

Persons whose signatures appear hereon represent that they are authorized to execute this Agreement and represent and warrant that this Agreement is a legal, valid, and binding obligation and is enforceable against each respective Party in accordance with its terms and conditions.

ACKNOWLEDGEMENT

By this Agreement, the Parties acknowledge that all employees, contractors, or other agents who will have access to shared data have been instructed about the confidentiality requirements of this Agreement, that they will adhere to these confidentiality requirements and procedures, and hereby agree to report any infraction of these requirements fully and promptly.

Washoe County

_____ Date _____

District Health Department

_____ Date _____

City of Reno

_____ Date _____

City of Sparks

_____ Date _____

Washoe County Assessor

_____ Date _____