DATA SHARING AGREEMENT

This Data Sharing Agreement (“Agreement”), entered into on [DATE] (“Effective Date”), is by and between the Kent County Health Department located at 700 Fuller Ave NE, Grand Rapids, Michigan 49503 (“KCHD”), First Steps Kent located at 401 Hall Street SW, Suite 385, Grand Rapids, Michigan 49503 (“FSK”) and [SERVICE PROVIDER NAME] located at [SERVICE PROVIDER ADDRESS] (“Service Provider”).

WHEREAS, FSK, a Michigan non-profit corporation, has entered into an agreement with the County of Kent (“County”) to serve as the County’s Ready by Five Early Childhood Millage Administrator (“Administrator Agreement”);

WHEREAS, FSK and the Service Provider have entered into a services agreement pursuant to which Service Provider will collect data containing personal and/or other sensitive confidential information (collectively, “Data”) in connection with the Administrator Agreement (“Service Provider Agreement”);

WHEREAS, the Service Provider Agreement also requires that the Service Provider will collect, store, and share the Data with KCHD in a timely and secure manner pursuant to this Data Sharing Agreement, and in turn KCHD will de-identify the Data and share such de-identified Data with FSK for its use pursuant to the Administrator Agreement; and

WHEREAS, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, KCHD, FSK and the Service Provider mutually agree as follows:

1. **Term of the Agreement.** This Agreement is effective upon the Effective Date and terminates upon termination of the Service Provider Agreement. Upon termination of the Data Sharing Agreement, Service Provider will securely destroy the Data unless the Service Provider at the time of termination is providing services to the individual to whom the information pertains independent of the program funded through the Ready by Five Millage. Service Provider agrees to provide KCHD, upon request, certification of the disposition of the Data after termination of the Agreement.
2. **Data Collection and Maintenance.** Service Provider will collect the Data as specified in the Service Provider Agreement and Ready by Five Service Provider Manual. Service Provider warrants and represents that its collection, storage, access and transmission of the Data will be and will remain at all times during the term of this Agreement in strict compliance with the requirements of the Service Provider Agreement, including the Ready By Five Childhood Millage Service Provider Manual (“Manual”), the terms of which are incorporated in and deemed a part of the Service Provider Agreement. Service Provider agrees to hold harmless KCHD and FSK from any loss or liability arising from Service Provider’s failure to adopt, maintain and follow procedures mandated by the Service Provider Agreement and/or Manual regarding the confidentiality of child and family information, including any applicable law, regulation or rule governing privacy and security of the Data.
3. **Method of Collecting, Storing, and Sharing the Data.** Service Provider agrees that it will not share any Data pursuant to this Agreement or otherwise without first securing all required consents from Data subjects and/or owners of the Data in a manner consistent with the requirements of the Service Provider Agreement and in the form and/or manner described in the Intake, Referral and Consent Specifications included in the Ready by Five Service Provider Manual, or as may hereafter be required by FSK. Currently approved Consent Forms are attached to this Agreement but may be changed from time to time in the discretion of FSK. Service Provider will share Data electronically with KCHD and no other person or entity. Data sharing must be carried out in a time and manner consistent with the requirements of all applicable privacy laws and, to the extent not inconsistent with those laws, the Service Provider Agreement (including the Manual) and per the instructions and requirements provided by KCHD.
4. **Confidentiality and Data Security.** By signing this agreement, Service Provider, FSK and KCHD acknowledge and agree that all Data collected pursuant to the Service Provider Agreement and shared pursuant to this Agreement is to be kept confidential. Except as provided in this paragraph, this Data may not be disclosed to or shared with anyone under any circumstances, except to the extent necessary to fulfill the stated purpose of the Service Provider Agreement or with the prior written approval of authorized FSK or KCHD staff. The parties understand and agree that:
5. The Data may be shared with the subject of the Data or with the parent or legal guardian of the subject of the Data if the subject is a minor.
6. Certain fields of the Data – limited specifically to the first and last name, date of birth and gender – of a child receiving services from the Service Provider pursuant to the Service Provider Agreement may be shared by KCHD with the Kent Intermediate School District (“KISD”).
7. The Data may be shared by KCHD with FSK but only in de-identified form such that none of the shared Data discloses the identity of the individual or family to whom it relates.
8. The de-identified Data may be shared in aggregated and de-identified form by FSK, including through published reports.
9. The de-identified Data may be shared by FSK with service providers to the Data subject for purposes of quality improvement programs and measures.

The duty to maintain confidentiality of the Data and its subjects continues even after termination of the Service Provider Agreement and this Agreement. Service Provider and KCHD agree to establish and maintain appropriate safeguards to protect the confidentiality of the Data and to prevent unauthorized use or access to it. Service Provider, FSK and KCHD agree to comply with all applicable laws, rules and regulations, including the applicable data privacy and security laws, in the collection, storage, transmission, use and release of the Data.

1. **Data Security Incident.** Data Security Incident is defined herein as any unauthorized access or acquisition of the Data that compromises the confidentiality, integrity, or security of the Data, or the receipt of a complaint in relation to the privacy, confidentiality, or security of the Data. Service Provider and KCHD maintain industry and legally compliant Data Security Incident response plans, a current copy of which will be provided to the other party upon request. Service Provider and KCHD will implement the procedures required under such plans upon the occurrence of a Data Security Incident. All parties agree to notify the others as soon as practicable upon becoming aware of a Data Security Incident. Notice to KCHD must be sent in writing to Gail Brink ([Gail.Brink@kentcountymi.gov](mailto:Gail.Brink@kentcountymi.gov)) and to KCHD c/o Privacy Officer at 700 Fuller Ave NE, Grand Rapids, Michigan 49503 via FedEx, UPS, or other courier via next-day delivery with confirmation of receipt. Notice to FSK must be sent to [readybyfivekent@firststepskent.org](mailto:readybyfivekent@firststepskent.org) and to Ready by Five, First Steps Kent, 410 Hall St SW, Suite 385, Grand Rapids, MI 49503 via FedEx, UPS, or other courier via next-day delivery with confirmation of receipt. Notice to Service Provider must be sent in writing to [EMAIL ADDRESS] and to [Service Provider name, address, attention to] via FedEx, UPS, or other courier via next-day delivery with confirmation of receipt.
2. **No Oral Modification**. This Agreement may not be orally superseded, modified, or amended. KCHD may extend authorization to Service Provider for other uses of this Data upon receipt of a written request from the Service Provider. No waiver, modification, or amendment shall be valid unless signed by all Parties.
3. **Integration and Governing Law:** This Agreement constitutes a single, integrated, written contract expressing the entire agreement between the Parties regarding the subject of this Agreement. There are no other agreements, written or oral, expressed or implied between the Parties hereto, except as set forth in this Agreement. This Agreement shall be construed according to the laws of the State of Michigan.
4. **Authorization.** The Parties each acknowledge and warrant that they have the right, power, and authority to enter into this Agreement. The Parties, and the individuals executing this Agreement for and on behalf of each named Party, further warrant and represent that the undersigned representative for each Party has the full right, power, and authority to execute and bind such entity to this Agreement and to the obligations set forth herein.

|  |  |
| --- | --- |
| SERVICE PROVIDER  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:  FIRST STEPS KENT  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: | KENT COUNTY HEALTH DEPARTMENT  By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: |