

INFORMATION SHARING AGREEMENT
Between
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
And
KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT

This Agreement documents the conditions under which the Washington State Department of Health shares confidential and potentially identifiable information with other entities.

I. CONTACT INFORMATION FOR ENTITIES RECEIVING AND PROVIDING INFORMATION

	INFORMATION RECIPIENT	INFORMATION PROVIDER
Organization Name	Kittitas County Public Health Department	Washington State Department of Health (DOH)
Business Contact Name	Cathy Bambrick	Buffi LaDue, Ph.D., MPH
Title	Administrator	CHA data Coordinator
Address	507 North Nanum Street, Suite 102 Ellensburg, WA 98926	P.O. Box 47812 Olympia, WA 98504
Telephone #	(509) 962-7029	360-236-4207
Email Address	cathy.bambrick@co.kittitas.wa.us	Buffi.ladue@doh.wa.gov
Fax #	(509) 962-7581	360-236-4245
IT Security Contact		Sharie McCafferty
Title		DOH IT Security Officer
Address		PO Box 49704
Telephone #		360-236-4432 (office) 360-236-2290 (emergency)
Email Address		sharie.mccafferty@doh.wa.gov
Privacy Contact Name		Kathy Stout
Title		DOH Privacy Officer
Address		PO Box 49704
Telephone #		360-236-4221
Email Address		kathy.stout@doh.wa.gov

II. DEFINITIONS:

Confidential Information means information that is protected from public disclosure by law. There are many state and federal laws that make different kinds of information confidential. In Washington State, the two most common are the Public Records Act RCW 42.56, and the Healthcare Information Act, RCW 70.02.

Potentially identifiable information means information that includes indirect identifiers that may provide enough information so that a reasonable person could identify a specific individual and tie that individual to health information. Examples of potentially identifiable information may include birth dates, admission, treatment, or diagnosis dates, facility codes, and zip code +4. Data elements that might identify an individual vary depending on the geographic location and other variables such as rarity of person's health condition, age or other patient characteristic.

III. PURPOSE AND AUTHORITY/SCOPE OF AGREEMENT

A. PURPOSE

To access the aggregate data contained in the CHAT database for the purpose of community health assessment.

Information collected, used or acquired in connection with this Agreement shall be used solely for the Purposes of this Agreement.

Parties shall use the information collected, used or acquired in connection with this Agreement solely for the purpose of this Agreement.

B. STATUTORY AUTHORITY TO SHARE INFORMATION

1. DOH statutory authority to disclose the confidential information identified in this agreement to the Information Recipient:

See listing under **III. Description of Information**

2. Information Recipient's statutory authority to receive the confidential information identified in this Agreement:

See listing under **III. Description of Information**

If the purpose is for research, has an Institutional Review Board (IRB) review and approval been received?

☐ Yes ☐ No

D. PERIOD OF PERFORMANCE

This Agreement shall be effective from date signed for an initial period of 3 years, with renewals every 3 years thereafter.

IV. DESCRIPTION OF INFORMATION

- A. The following information will be provided under this Agreement (Include a list of the data elements):

CHAT is a web-based data query system that provides users with access to aggregate data from the following sources:

- Washington State Population Estimates for Public Health;
- Comprehensive Hospital Abstract Reporting System;
- Death Certificate Statistical File;
- Birth Certificate Statistical File;
- Linked Birth-Infant Death Statistical File;
- Abortion Statistical File;
- Notifiable Conditions, including sexually transmitted diseases, tuberculosis, and other communicable diseases; and
- Washington State Cancer Registry.

All data collected by the DOH must adhere to state and federal confidentiality laws and ethical guidelines (**RCW 43.70.050**). Specific RCWs and WACs pertaining to the individual databases are as follows:

- **Washington State Population Estimates for Public Health.** These unofficial sub-county estimates were developed for public health assessment only, and not for estimating the population of cities, towns, and counties. Official population estimates for cities, towns and counties are produced under the authority of the Office of Financial Management (OFM) in accordance with **RCW 43.62.020** and **RCW 36.13.100**. Under no circumstances shall the unofficial Washington State Population Estimates for Public Health be used for estimating the population of cities, towns, and counties.
- **Comprehensive Hospital Abstract Reporting System:** The confidentiality of information which may identify individual patients is protected under **RCW 43.70.052** and **WAC 246-455-010, 080, and 090**.
- **Vital Statistics, Births and Linked Birth-Infant Death:** The release of vital records data for research or study purposes is covered under **RCW 70.58.104** and **WAC 246-490-020 and 246-490-030**.
- **Vital Statistics, Abortions:** **WAC 246-490-110** indicates that data are confidential and should not be disclosed in a manner as to identify any individual or facility.
- **Communicable Disease data:** In regards to any individual with a reportable disease or condition pursuant to **WAC 246-101-610** and **246-101-515**, all identifying information shall be protected by persons with knowledge of such identity.
- **Tuberculosis:** **WAC 246-170-031** addresses the prevention, treatment, and control of TB including case management, surveillance, and epidemiologic investigations.
- **Sexually Transmitted Disease data:** **WAC 246-101-515** and **246-101-610** relate to maintaining confidentiality procedures and prohibiting disclosure of report information of individual case with exceptions for LHJ with a need to know or providers as required for disease prevention and control. **WAC 246-101-515 #3** stipulated that “Local Health departments may release statistical summaries and epidemiological studies based on individual case reports if no individual is identified or identifiable.”
- **Washington State Cancer Registry data:** The confidentiality of information which may identify individual patients is protected under **RCW 70.54.250** and **WAC 246-102-070**.

All direct identifiers, as well as certain characteristics that might readily lead to identification, are omitted from the dataset in CHAT. The aggregation of small numbers of

events may inadvertently lead to the identification of individuals. Therefore, the INFORMATION RECIPIENT shall maintain the confidentiality of any information obtained through CHAT which may, in any manner, identify individuals.

B. The information described in this section is:

(Select all descriptions that apply).

☐ Confidential Information ☒ Potentially identifiable information ☐ Public

Any reference to information in this Agreement shall be the information as described in this Section.

V. ACCESS TO INFORMATION

A. METHOD OF ACCESS/TRANSFER

- ☐ DOH Web Application: _____
- ☐ DOH Secure File Transfer
- ☐ Encrypted CD/DVD or other storage device
- ☒ Other: (Describe the methods for exchange and security): encrypted electronic transfer

B. FREQUENCY OF EXCHANGE

- ☐ One time: DOH shall deliver information by _____ (date)
- ☐ Repetitive: frequency or dates _____
- ☒ As available within the period of performance stated in Section III.D.

C. OTHER PROVISIONS

- 1) In compliance with chapter 39.29 RCW, the Information Recipient shall provide access to data generated under this contract to DOH, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Information Recipient's reports, including computer models and methodology for those models. The Information Recipient agrees to make personal information covered under this agreement available to DOH for inspection or to amend the personal information, as directed by DOH. Information Recipient shall, as directed by DOH, incorporate any amendments to the personal information into all copies of such personal information maintained by the Information Recipient or its subcontractors.
- 2) Other Provisions (Describe):

VI. SAFEGUARDING INFORMATION

A. SECURITY

- 1) The Information Recipient assures that it has put into place security practices and safeguards that meet Washington State Information Services Board (ISB) information technology (IT) security standards and guidelines:
<http://isb.wa.gov/policies/security.aspx>.
 - (i) For the purposes of this agreement, compliance with the HIPAA Security Standards meets the ISB IT security standards and guidelines.
- 2) The Information Recipient agrees to provide upon request copies of its IT security policies, practices and procedures to the DOH IT Security Officer. It is within the IT Security Officer's discretion to accept other documentation.
☐ Information Recipient considers these documents proprietary
- 3) The Information Recipient receiving confidential information under this agreement further assures that it has taken steps necessary to prevent unauthorized access, use or modification of confidential information in any form, including but not limited to:
 - i. Computers that store confidential information are isolated from web servers and public networks.
 - ii. Computers that store, process, or transmit confidential information log user activity, and the logs are made available to the DOH IT Security Officer upon request.
 - iii. Confidential information is encrypted whether at rest or during transmission, and regardless of device, using algorithm modules validated by the National Institute of Standards and Technology (NIST) Cryptographic Module Validation Program (CMVP).
<http://csrc.nist.gov/groups/STM/cavp/validation.html>
<http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>
 - iv. When confidential information is accessed from a remote location or through a web application, a person's identity is verified using methods that provide a high level of confidence. For example, a user ID and one password does not provide a high level of confidence. A user ID, PIN, and a one time password does provide a high level of confidence.
- 4) The Information Recipient agrees to notify the DOH IT Security Officer within two business days of any suspected or actual security breach.
- 5) Only the DOH IT Security Officer may waive or modify these requirements.

B. CONFIDENTIALITY

- 1) Chapter 42.56 RCW, Chapter 70.02 RCW, and other applicable federal and state laws and administrative rules govern confidentiality under this agreement.

Specifically, the Information Recipient agrees to limit access to confidential information and potentially identifiable information:

- i. To the minimum amount of information and
 - ii. The fewest number of people
 - iii. For the least amount of time required to do the work.
- 2) Information Recipient agrees to have policies, procedures, and practices that assure all people with access to confidential information and potentially identifiable information understand their responsibilities regarding that information. The Information Recipient will assure compliance using tools and practices that meet or exceed industry/community standards.
 - 3) The Information Recipient agrees to strictly limit use and disclosure of information obtained or created under this Agreement to the specific purposes set out in the Agreement, or as the law requires. The Information Recipient shall construe this clause so that it provides the maximum protection the law allows regarding confidential information.
 - 4) Prior to permitting any person access to confidential information or potentially identifiable information under this contract, Information Recipient will require each person to sign the Use and Disclosure of Confidential Information form (Appendix A). Information Recipient will retain all Confidentiality Statements and will provide them to DOH upon request.
 - 5) The Information Recipient shall notify the DOH Privacy Officer within two (2) business days of any suspected or actual breach of confidentiality regarding confidential information or potentially identifiable information.
 - 6) The Information Recipient acknowledges the obligations in this section survive completion, cancellation, expiration or termination of this Agreement.

C. INFORMATION LINKAGE

Linkage between information received under this Agreement and any other information is prohibited unless permitted under this Agreement

D. DATA DISPOSITION

- 1) Unless otherwise directed in writing by the DOH Business Contact, at the end of this Agreement, or at the discretion and direction of DOH, the Information Recipient shall:
 - ☐ Immediately destroy all copies of any data related to this Agreement after it has been used for the purposes specified herein. Acceptable methods of destruction are described in Appendix B. Upon completion, the Information Recipient shall submit the attached Certification of Data Disposition (Appendix B) to the DOH Business Contact.
 - ☐ Immediately return all copies of any data sets related to this Agreement to the DOH Business Contact after the data has been used for the purposes specified herein, along with the attached Certification of Data Disposition (Appendix B).

☐ Retain the data for the purposes stated herein for a period of time not to exceed _____ (e.g., *one year, etc.*), after which Information Recipient shall destroy the data (as described below) and submit the attached Certification of Data Disposition (Appendix B) to the DOH Business Contact.

☒ Other (Describe):

At the end of this contract, if no extension is granted, access to the data will be terminated by removing the user's individual access ID.

E. CAUSE FOR IMMEDIATE TERMINATION

- 1) The Information Recipient acknowledges that unauthorized use or disclosure of the Information or any other violation of section VI may result in the immediate termination of this Agreement.

VI. RE-DISCLOSURE OF INFORMATION

A INFORMATION RECIPIENT RE-DISCLOSURE

- 1) The Information Recipient agrees to not disclose to third parties, in any fashion, or for any reason, confidential information the Information Recipient creates or receives under this Agreement. The only exceptions to this prohibition against disclosure to third parties are: a court order, a statutory requirement or with specific permission by the Secretary of Health.
- 2) If the Information Recipient is a public agency and required to comply with any state or federal public records disclosure act:
 - i. The Information Recipient must provide written notice to the DOH Privacy Officer ten business days prior to disclosing confidential information in DOH records covered by this Agreement. The notice must identify the requester, if known, and the DOH records responsive to the public disclosure request.
 - ii. Based on this notice, DOH may initiate legal action to secure an injunction prohibiting disclosure. If DOH decides to initiate action, it will do so, and provide the Information Recipient proof, within ten business days of receiving notice from the information recipient.
 - iii. Upon receipt of proof that DOH has initiated legal action to prohibit disclosure, the Information Recipient agrees to not disclose the DOH records containing confidential information until the court renders its decision.

B. DOH RE-DISCLOSURE

- 1) DOH is a public agency required to comply with applicable state or federal public record acts. As a result:

- i. DOH will notify Information Recipient of any Public Disclosure Request where information identified as proprietary in VI.A.3 responds to the request.
- ii. DOH will not disclose such information until 10 business days after Information Recipient receives notice from DOH.
- iii. If DOH receives proof of Information Recipient initiating action under RCW 42.56.540 within 10 days of the Information Recipient receiving notice, DOH will not proceed with disclosure until either:
 1. DOH determines the Information Recipient is not proceeding with action in a timely manner or
 2. DOH receives a court order permitting disclosure.

VIII. PAYMENT

- ☐ Compensation for services shall be based on expenses incurred by DOH in providing the Information, including charges in providing research assistance, if applicable. The charges for providing this Information are as follows: _____
- _____
- ☐ Compensation may be waived in whole or in part for Information provided in exchange for services from the Information Recipient as outlined here: _____
- _____
- ☒ Compensation for providing the Information under this Agreement is not required or waived by DOH. The Information Recipient shall not be responsible for reimbursing DOH any expenses incurred in providing the Information under this Agreement.
- ☐ **BILLING PROCEDURE**
Payment to DOH for completed work will be made by check or account transfer to DOH within 30 days of receipt of the invoice. Upon expiration of the Agreement, any payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

IX. LIMITATION OF AUTHORITY

Only the Authorized Signator for (DOH) (delegation to be 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 the DOH. No alteration, modification, or waiver of any clause or condition of this Agreement is effective or binding unless made in writing and signed by the Authorized Signator for DOH.

X. DISPUTES

Except as otherwise provided in this Agreement, when a genuine dispute arises between the DOH and the Information Recipient and it cannot be resolved, either party may submit a request for a dispute resolution to the Office of Contracts and Procurement. The parties agree that this resolution process shall precede any action in a judicial and quasi-judicial tribunal. A party's request for a dispute resolution must:

- a. be in writing, and
- b. state the disputed issues, and
- c. state the relative positions of the parties, and
- d. state the Information Recipient's name, address, and his/her department Agreement number, and
- e. be mailed to the DOH Office of Contracts and Procurement, P. O. Box 47905, Olympia, WA 98504-7905 within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which he/she now disputes. This dispute resolution process constitutes the sole administrative remedy available under this Agreement.

XI. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. applicable Washington state and federal statutes and rules;
- b. any other provisions of the Agreement, including materials incorporated by reference.

XII. RIGHTS IN INFORMATION

Information Recipient agrees to provide, if requested, copies of any research papers or reports prepared as a result of access to DOH Information under this Agreement for DOH review prior to publishing or distributing.

"Washington State Department of Health, name of program" should be cited as the source of the Information in all tables, reports, presentations, and scientific papers and the Information Recipient's organization's name should be cited as the source of interpretations, calculations, and/or manipulations of the Information.

In no event shall the Information Provider be liable for any damages, including, without limitation, damages resulting from lost Information or lost profits or revenue, the costs of recovering such Information, the costs of substitute Information, claims by third parties or for other similar costs, or any special, incidental, or consequential damages, arising out of the use of the Information. The accuracy or reliability of the Information is not guaranteed

or warranted in any way and the Information Provider's disclaim liability of any kind whatsoever, including, without limitation, liability for quality, performance, merchantability and fitness for a particular purpose arising out of the use, or inability to use the Information.

☐ If checked, please submit copies of _____ (insert list of items) _____
to the attention of: _____ (insert name of DOH employee) _____
at _____ (insert address to which material is sent) _____.

XIII. SEVERABILITY

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement, provided, however, that the remaining terms and conditions can still fairly be given effect.

XIV. SURVIVORSHIP

The terms and conditions contained in this Agreement which by their sense and context, are intended to survive the completion, cancellation, termination, or expiration of the Agreement shall survive.

XV. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

XVI. WAIVER OF DEFAULT

This Agreement, or any term or condition, may be modified only by a written amendment signed by the Information Provider and the Information Recipient. Either party may propose an amendment.

Failure or delay on the part of either party to exercise any right, power, privilege or remedy provided under this Agreement shall not constitute a waiver. No provision of this Agreement may be waived by either party except in writing signed by the Information Provider or the Information Recipient.

XVII. CONFLICT OF INTEREST

The DOH may, by written notice to the Information Recipient:

Terminate the right of the Information Recipient to proceed under this Agreement if it is found, after due notice and examination by the Contracting Office that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Information Recipient, or an agency or representative of the Information Recipient, to any officer or employee of the DOH, with a view towards securing this Agreement or securing favorable treatment with respect to the awarding or amending or the making of any determination with respect to this Agreement.

In the event this Agreement is terminated as provided in (a) above, the DOH shall be entitled to pursue the same remedies against the Information Recipient as it could pursue in the event of a breach of the Agreement by the Information Recipient. The rights and remedies of the DOH provided for in this section are in addition to any other rights and remedies provided by law. Any determination made by the Contracting Office under this clause shall be an issue and may be reviewed as provided in the "disputes" clause of this Agreement.

XVIII. HOLD HARMLESS

Each party to this Agreement shall be solely responsible for the acts and omissions of its own officers, employees, and agents in the performance of this Agreement. Neither party to this Agreement will be responsible for the acts and omissions of entities or individuals not party to this Agreement. DOH and the Information Recipient shall cooperate in the defense of tort lawsuits, when possible.

XIX. RIGHT OF INSPECTION

The Information Recipient shall provide the DOH and other authorized entities the right of access to its facilities at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement on behalf of the DOH.

XX. AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

XXI. EXPOSURE TO DOH BUSINESS INFORMATION NOT OTHERWISE PROTECTED BY LAW AND UNRELATED TO CONTRACT WORK

During the course of this contract, the information recipient may inadvertently become aware of information unrelated to contract work. Information recipient will treat such information respectfully, recognizing DOH relies on public trust to conduct its work.

This information may be hand written, typed, electronic, or verbal, and come from a variety of sources.

XXII. ALL WRITINGS CONTAINED HEREIN

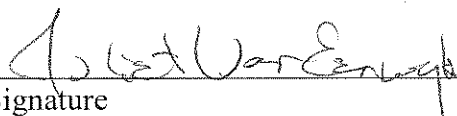
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement.

INFORMATION PROVIDER

State of Washington Department of Health

INFORMATION RECIPIENT


Signature

P-26-10
Date


Signature

8/23/10
Date

APPENDIX A

USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION

People with access to confidential information are responsible for understanding and following the laws, policies, procedures, and practices for the use and disclosure of confidential information. Below are key elements:

A. CONFIDENTIAL INFORMATION

Confidential information is information federal and state law protects from public disclosure. Examples of confidential information are social security numbers, and healthcare information that is identifiable to a specific person under RCW 70.02. The general public disclosure law identifying exemptions is RCW 42.56.

B. ACCESS AND USE OF CONFIDENTIAL INFORMATION

1. Access to confidential information must be limited to people whose work specifically requires that access to the information.
2. Use of confidential information is limited to purposes specified in section III of this Agreement.

C. DISCLOSURE OF CONFIDENTIAL INFORMATION

1. An Information Recipient may disclose an individual's confidential information received or created under this Agreement to that individual or that individual's personal representative consistent with law. RCW 70.02.
2. An Information Recipient may disclose an individual's confidential information, received or, created under this Agreement only as section III of the Agreement, and state and federal laws allow.

D. CONSEQUENCES OF UNAUTHORIZED USE OR DISCLOSURE

An Information Recipient's unauthorized use or disclosure of confidential information is the basis for the Information Provider immediately terminating the Agreement. The Information Recipient may also be subject to administrative, civil and criminal penalties identified in law.

E. ADDITIONAL DATA USE RESTRICTIONS:

1. The userID and password is unique to each individual accessing the data and must not be shared under any circumstances.
2. The Information Recipient will notify the CHAT coordinator promptly upon the separation of individual users covered under this contract so that their unique userID and password may be terminated.

Name: _____

Signature : _____

Phone: _____

Email: _____

Agency: Kittitas County Public Health Department

APPENDIX B

CERTIFICATION OF DATA DISPOSITION

Date of Disposition _____

- ☐ All copies of any data sets related to agreement DOH#_____ have been deleted from all data storage systems. These data storage systems continue to be used for the storage of confidential data and are physically and logically secured to prevent any future access to stored information. Before transfer or surplus, all data will be eradicated from these data storage systems to effectively prevent any future access to previously stored information.
- ☐ All copies of any data sets related to agreement DOH#_____ have been eradicated from all data storage systems, including the internal memory, buffers, or reusable memory, to effectively prevent any future access to the previously stored information.
- ☐ All materials and computer media containing any data related to agreement DOH #_____ have been physically destroyed to prevent any future use of the materials and media.
- ☐ All paper copies of the information related to agreement DOH #_____ have been destroyed on-site by cross cut shredding.
- ☐ All copies of any data sets related to agreement DOH #_____ that have not been disposed of in a manner described above, have been returned to DOH.
- ☐ Other

The data recipient hereby certifies, by signature below, that the data disposition requirements as provided in agreement DOH # _____, Section C, item B Disposition of Information, have been fulfilled as indicated above.

Signature of data recipient

Date