

DATA SHARING AGREEMENT
FOR
CONFIDENTIAL INFORMATION OR LIMITED DATASET(S)
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
AND
[NAME OF TRIBE OR UIHI]

CONTACT INFORMATION FOR PARTIES TO AGREEMENT:

TRIBE or	WASHINGTON DEPARTMENT OF HEALTH
Tribe/ Urban Indian Health Institute:	Organization Name: Washington State Department of Health (DOH)
Designated DSA Contact:	Business Contact Name: Cathy Wasserman
Title:	Title: State Epidemiologist for Non-Infectious Conditions
Address:	Address: PO Box 47890 Olympia, WA 98504-7890
Telephone #:	Telephone #: 360-236-4250
Email Address:	Email Address: Cathy.wasserman@doh.wa.gov
Designated Contact for IT Security:	IT Security Contact: Tracy Auldredge
Title:	Title: DOH Chief Information Security Officer
Address:	Address: PO Box 47890 Olympia, WA 98504-7890
Telephone #:	Telephone #: 360-236-4432
Email Address:	Email Address: Security@doh.wa.gov
Designated Contact for Information Privacy:	Privacy Contact Name: Jennifer Brown
Title:	Title: DOH Chief Privacy Officer
Address:	Address: PO Box 47890 Olympia, WA 98504-7890
Telephone #:	Telephone #: (360) 236-4437
Email Address:	Email Address: Privacy.officer@doh.wa.gov

This Data Sharing Agreement (“Agreement” or DSA) is made and entered into by the Washington State Department of Health and the [NAME OF TRIBE OR UIHI].

1. **PURPOSE**

This Agreement shall provide the conditions under which (1) the Washington State Department of Health shares confidential information or limited Dataset(s) with the party(ies) to this Agreement; and (2) the parties to this Agreement utilize, disseminate, publish, dispose of information/data **in all DOH datasets.**

This Agreement is intended for the use of data to implement public health services and public health emergency response actions only. Human subjects research is prohibited under section II.1.B of this Agreement.

2. **DEFINITIONS**

Authorized user means a recipient’s employees, agents, assigns, representatives, independent contractors, or other persons or entities authorized by the data recipient to access, use or disclose information through this agreement.

Authorized user agreement means the confidentiality agreement [NAME OF TRIBE OR UIHI] requires each of its Authorized Users to sign prior to gaining access to Public Health Information.

Breach of confidentiality means unauthorized access, use or disclosure of information received under this agreement. Disclosure may be oral or written, in any form or medium.

Breach of security means an action (either intentional or unintentional) that bypasses security controls or violates security policies, practices, or procedures.

Business Day means days of the week excluding weekends and state holidays as defined in RCW 1.16.050.

Case, Risk, and Exposure Surveillance Tool or CREST means an electronic data system used for disease case and contact investigation and data collection.

Commission as defined under RCW 43.71B(6) means American Indian Health Commission for Washington State, a Washington nonprofit corporation wholly controlled by the tribes and urban Indian organizations in the state.

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.

COVID-19 means a respiratory illness caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) virus that was not identified in humans before December 2019.

Data storage means electronic media with information recorded on it, such as CDs/DVDs, computers and similar devices.

Data transmission means the process of transferring information across a network from a sender (or source), to one or more destinations.

Direct identifier Direct identifiers in research data or records include names; postal address information (other than town or city, state and zip code); telephone numbers, fax numbers, e-mail addresses; social security numbers; Tribe of membership; Tribe of affiliation; Tribe of jurisdiction; tribal census tract; medical record numbers; health plan beneficiary numbers; account numbers; certificate /license numbers; vehicle identifiers and serial numbers, including license plant numbers; device identifiers and serial numbers; web universal resource locators (URLs); internet protocol (IP) address numbers; biometric identifiers, including finger and voice prints; and full face photographic images and any comparable images.

Disclosure means to permit access to or release, transfer, or other communication of confidential information by any means including oral, written, or electronic means, to any party except the party identified or the party that provided or created the record.

Encryption means the use of algorithms to encode data making it impossible to read without a specific piece of information, which is commonly referred to as a “key”. Depending on the type of information shared, encryption may be required during data transmissions, and/or data storage.

Electronic Surveillance System for the Early Notification of Community-based Epidemics or ESSENCE means the CDC National Syndromic Surveillance Program (NSSP) platform which authorized users access through a web browser interface. ESSENCE contains syndromic surveillance data from Washington and other participating states, and includes analytical tools with which authorized users may interact with the data.

Health care information means any information, whether oral or recorded in any form or medium, that identifies or can readily be associated with the identity of a patient and directly relates to the patient's health care....” RCW 70.02.010(7)

Health information is any information that pertains to health behaviors, human exposure to environmental contaminants, health status, and health care. Health information includes

health care information as defined by RCW 70.02.010 and health related data as defined in RCW 43.70.050.

Health Information Exchange (HIE) means the statewide hub that provides technical services to support the secure exchange of health information between HIE participants.

Human subjects research; human subject means a living individual about whom an investigator (whether professional or student) conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information.

Identifiable data or records contains information that reveals or can likely associate the identity of the person or persons or Tribe(s) to whom the data or records pertain. Research data or records with direct identifiers removed, but which retain indirect identifiers, are still considered identifiable.

Immunization data means data entered into or retrieved from the Washington Immunization Information System (WAIS).

Indirect identifier in research data or records means a single data element that on its own does not identify an individual person, but when combined with other indirect identifiers can be used to identify an individual person or Tribe(s). Examples of indirect identifiers include, but are not limited to race, ethnicity, Tribe of membership, Tribe of affiliation, Tribe of jurisdiction, tribal census tract, occupation, industry and employer. Other indirect identifiers according to HIPAA Safe Harbor include all geographic identifiers smaller than a state, including street address, city, county, precinct, Zip code, and their equivalent postal codes, except for the initial three digits of a ZIP code; all elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death; and all ages over 89 and all elements of dates (including year) indicative of such age, except that such age and elements may be aggregated into a single category of age 90 or older.

Limited dataset means a data file that includes potentially identifiable information. A limited dataset does not contain direct identifiers.

Linked data includes data obtained from more than one data system as a result of matching to identify the same person or persons within each data system. Matching may be done using computer algorithms or manual review.

Restricted confidential information means confidential information where especially strict handling requirements are dictated by statutes, rules, regulations or contractual agreements, unauthorized disclosure of which may result in enhanced legal sanctions.

Statewide data system operated by the Washington State Department of Health means a data system that the Washington State Department of Health operates and controls for the

benefit and use of all local health jurisdictions, Tribal nations, and Tribal Epidemiology Centers.

Tribal Epidemiology Centers, as defined under Section 214 of the Indian Health Care Improvement Act (25 U.S.C. § 1621m), are Tribally directed public health organizations, including such tribal epidemiology centers serving Tribes regionally and any tribal epidemiology center serving urban Indian organizations nationally, that serve AI/AN Tribal and Urban Indian communities by gathering, managing and analyzing public health information, investigating diseases of concern, developing and implementing disease prevention and control programs, responding to public health emergencies, and coordinating these activities with other public health partners. Tribal Epidemiology Centers are designated as public health authorities and authorized to access U.S. Department of Health and Human Services data, 25 U.S.C. § 1621m et. seq.

Tribe, as defined under Section 4 of the Indian Health Care Improvement Act (codified at 25 U.S.C 1603(14) and RCW 43.71B(19)), means any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or group or regional or village corporation as defined in or established pursuant to the Alaska Native claims settlement act (43 U.S.C. Sec. 1601 et seq.) which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians.

Washington Disease Reporting System or WDRS is the Department's electronic disease surveillance system for notifiable conditions per WAC 246-101 that allows public health staff in Washington State to receive, enter, manage, process, track and analyze disease-related data. WDRS allows secure communication and coordination among state and local health departments.

Washington State Immunization Information System or WAIS means the Department's lifetime registry that keeps track of immunization records for people of all ages. The system is a secure, web-based tool for healthcare providers and schools. The WAIS connects people who receive, administer, record, and order vaccines in Washington.

WAIS Information Sharing Agreement means the fully executed agreement between the [NAME OF TRIBE OR UIHI] and the Department's Office of Immunization and Child Profile that allows the [NAME OF TRIBE OR UIHI] to access the WAIS.

3. **OWNERSHIP OF DATA**

Ownership of the data provided under this agreement remains with DOH, and is not transferred to those authorized to receive and use the data under this Agreement with the following exceptions and conditions:

[INSERT THIS LANGUAGE FOR TRIBES ONLY] The [NAME OF TRIBE] and DOH have joint ownership in data regarding the Tribe, its tribal citizens, and persons who reside within the Tribe's jurisdiction, under this Agreement. These data include, but are not limited to, data in the DOH database systems referenced in Exhibit I-VI of this Agreement.

4. TRIBAL DATA SOVEREIGNTY COMMITTEE

Tribal data sovereignty is the right of a nation to govern the collection, ownership, and application of its data.

The Tribal Data Sovereignty Committee (TDSC) makes determinations regarding the sharing and usage of data regarding AI/AN and Tribes and provides subject matter expertise to DOH for developing and implementing policies and systems to assure the protection of tribal data sovereignty. See Appendix E.

5. ACCESS TO DOH DATASETS

Access to the following DOH datasets by [NAME OF TRIBE OR UIHI] is provided for the purposes outlined in Section 1 of this Agreement (checked boxes only):

- Statewide view for COVID-19 events** (See Exhibit I)
- Linked COVID-19 Immunization Administration Data in WDRS** (See Exhibit II)
- Linked Death Data in WDRS** (See Exhibit III)
- Linked syndromic surveillance data in WDRS** (See Exhibit IV)
- Linked CREST case investigation data in WDRS** (See Exhibit V)
- WDRS system read and write access for Tribes**
- WDRS system read access for the Urban Indian Health Institute**
- CREST system read and write access (case and contact investigation data) for Tribes** (See Exhibit VI)
- CREST system read access for Urban Indian Health Institute**

Additional datasets may be added in the form of an Exhibit attached to this Agreement and executed by both parties.

Any reference to data/information in this Agreement shall be the data/information as described in the above-listed Exhibits.

6. AUTHORIZED USERS

The authorized users for the above-listed data are public health professionals and/or contracted staff working for the [NAME OF TRIBE OR UIHI] who have signed the Statement

of Confidentiality document set forth in Appendix A. These entities meet the definition of 'government agencies' in RCW 70.58A.010(16) and WAC 246-492-010(8).

7. USE OF INFORMATION

A. DOH shall require any third parties attempting to access and/or use [NAME OF TRIBE OR UIHI] data to provide a copy of a signed data sharing agreement between the [NAME OF TRIBE] and the third party.

B. If DOH intends to share, disclose, publish, release, disseminate, present, or otherwise use data from [NAME OF TRIBE OR UIHI], DOH must obtain prior express written permission from the [NAME OF TRIBE OR UIHI].

C. Parties to this Agreement shall not use data under this Agreement to conduct human subjects research.

D. Data reporting must align with DOH's Small Numbers Guidelines (Appendix D).

E. The [NAME OF TRIBE OR UIHI] and DOH shall construe this section to provide the maximum protection of the information that the law allows.

8. COLLECTION OF TRIBAL AND AI/AN DATA

DOH will not collect tribe of membership, tribal affiliation, or tribal census tract identification in any DOH database.

9. SAFEGUARDING INFORMATION

A. CONFIDENTIALITY

1. Category of Confidentiality: The information described in this Agreement is:

- Restricted Confidential Information (Category 4)
- Confidential Information (Category 3)
- Potentially identifiable information (Category 3)
- Internal [public information requiring authorized access] (Category 2)
- Public Information (Category 1)

2. The Parties to this Agreement agree to:

- a. Follow DOH small numbers guidelines as well as dataset specific small numbers requirements. (Appendix D)
- b. Limit access and use of the information:
 - i. To the minimum amount of information
 - ii. To the fewest people
 - iii. For the least amount of time required to do the work
- c. Ensure that all people with access to the information understand their responsibilities regarding it.
- d. Ensure that every person (e.g., employee or agent) with access to the information signs and dates the “Use and Disclosure of Confidential Information Form” (Appendix A) before accessing the information.
- e. Retain a copy of the signed and dated form as long as required in Data Disposition Section.

The parties to this Agreement acknowledge the obligations in this section survive completion, cancellation, expiration or termination of this Agreement.

B. SECURITY

The [NAME OF TRIBE OR UIHI] assures that its security practices and safeguards meet Washington State Office of the Chief Information Officer (OCIO) security standard 141.10 [Securing Information Technology Assets](#).

For the purposes of this Agreement, compliance with the HIPAA Security Standard and all subsequent updates meets OCIO standard 141.10 “Securing Information Technology Assets.”

The [NAME OF TRIBE OR UIHI] agrees to adhere to the Data Security Requirements in Appendix B and this data sharing agreement. The [NAME OF TRIBE OR UIHI] further assures that it has taken steps necessary to prevent unauthorized access, use, or modification of the information in any form.

10. ACCESS TO INFORMATION

A. METHOD OF ACCESS/TRANSFER

DOH Web Application (indicate application name): Washington Disease Reporting System (WDRS)

- Washington State Secure File Transfer Service (sft.wa.gov)
- Encrypted CD/DVD or other storage device
- Health Information Exchange (HIE)**
- Other: (describe the methods for access/transfer)**

Note: The DOH Chief Information Security Officer must approve any changes to this section prior to Agreement execution.

B. FREQUENCY OF ACCESS/TRANSFER

- One time: DOH shall deliver information by _____ (insert date)
- Repetitive: frequency or dates _____ (insert dates if applicable)
- As available within the period of performance stated in the Agreement.

11. DATA DISPOSITION

Destroy all copies of any data provided under this Agreement to the DOH Business Contact after the data has been used for the purposes specified in the Agreement, along with the attached Certification of Data Disposition (Appendix C).

12. BREACH NOTIFICATION

The [NAME OF TRIBE OR UIHI] shall notify the DOH Chief Information Security Officer (security@doh.wa.gov) within one (1) business days of any suspected or actual breach of security or confidentiality of information covered by the Agreement.

13. RE-DISCLOSURE OF INFORMATION

The parties to this Agreement agree to not disclose in any manner all or part of the information identified in this Agreement except as the law requires, this Agreement permits.

If a party to this Agreement must comply with state or federal public record disclosure laws and receives a records request where all or part of the information subject to this Agreement is responsive to the request, the party will notify the other party to this Agreement and/or the Tribe who is the subject of the data of the request no less than ten (10) business days prior to disclosing to the requestor.

The notice must:

- Be in writing;
- Include a copy of the request or some other writing that shows the:
 - Date the party received the request; and

- The DOH records that the party believes are responsive to the request and the identity of the requestor, if known.

14. ATTRIBUTION REGARDING INFORMATION

[NAME OF TRIBE OR UIHI] agrees to cite “Washington State Department of Health” or other citation as specified, as the source of the information subject of this Agreement in all text, tables and references in reports, presentations and scientific papers.

The parties agree to cite their organizational name as the source of interpretations, calculations or manipulations of the information subject of this Agreement.

15. STATUTORY AUTHORITY TO SHARE INFORMATION

DOH statutory authority to obtain and disclose the confidential information or limited Dataset(s) identified in this Agreement to the [NAME OF TRIBE OR UIHI]:

RCW 43.20.050 – Powers and duties of state board of health

RCW 43.70.040 - Secretary's powers—Rule-making authority—Report to the legislature

RCW 43.70.050 – Collection, use, and accessibility of health-related data

RCW 43.70.057 – Emergency department electronic reporting of syndromic surveillance data [RHINO data]

RCW 43.70.130 – Powers and duties of secretary--General

RCW 70.02.050 – Disclosure without patient’s authorization

RCW 70.58A – Vital Statistics [Death data]

WAC 246-101 – Notifiable Conditions

WAC 246-492 – Vital Statistics Data Release [Death data]

Applicable statutes and codes for [NAME OF TRIBE OR UIHI] to receive the confidential information or limited Dataset(s) identified in this Exhibit—

RCW 70.58A – Vital Statistics [Death data]

WAC 246-492 – Vital Statistics Data Release [Death data]

WAC 246-101 – Notifiable Conditions

16. LOCATION OF DATA STORAGE

All data must be stored within the United States.

17. 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.

18. CAUSE FOR IMMEDIATE TERMINATION

The [NAME OF TRIBE OR UIHI] acknowledges that unauthorized use or disclosure of the data/information, use of data inconsistent with this data sharing agreement and appendices, or any other violation of sections II or III, and appendices A or B, may result in the immediate termination of this Agreement.

19. CONFLICT OF INTEREST

The DOH may, by written notice to the [NAME OF TRIBE OR UIHI] terminate the right of the [NAME OF TRIBE OR UIHI] 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 [NAME OF TRIBE OR UIHI], or an agency or representative of the [NAME OF TRIBE OR UIHI], 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 [NAME OF TRIBE OR UIHI] as it could pursue in the event of a breach of the Agreement by the [NAME OF TRIBE OR UIHI]. 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.

20. NO WARRANTY

In no event shall the parties to this Agreement 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 DOH disclaims 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.

21. DISPUTES

Except as otherwise provided in this Agreement, when a genuine dispute arises between the DOH and the [NAME OF TRIBE OR UIHI] and it cannot be resolved, either party may submit a request for a dispute resolution to the Contracts and Procurement Unit. A party's request for a dispute resolution must:

- Be in writing and state the disputed issues, and
- State the relative positions of the parties, and
- State the [NAME OF TRIBE OR UIHI] name, address, and his/her department agreement number, and
- Be mailed to the DOH contracts and procurement unit, 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 section does not diminish any rights or protections afforded Tribes or Urban Indian Organizations under state or federal law, policy, and procedure including the right to elevate an issue of importance to any decision-making authority of another party.

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

During the course of this contract, the [NAME OF TRIBE OR UIHI] may inadvertently become aware of information unrelated to this agreement. [NAME OF TRIBE OR UIHI] will treat such information respectfully, recognizing DOH relies on public trust to conduct its work. This information may be handwritten, typed, electronic, or verbal, and come from a variety of sources.

23. REIMBURSEMENT TO DOH

Services to create and provide the information under this Agreement are provided at no charge to the [NAME OF TRIBE OR UIHI].

24. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington, [INSERT TRIBE], 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:

- Federal statutes and rules, to the extent applicable;
- Applicable Washington state and statutes and rules;
- [NAME OF TRIBE] laws, to the extent applicable;
- Any other provisions of the Agreement, including materials incorporated by reference.

25. 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 [NAME OF TRIBE OR UIHI] shall cooperate in the defense of tort lawsuits, when possible.

26. LIMITATION OF AUTHORITY

Only the Authorized Signatory for DOH 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 Signatory for DOH.

27. 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.

28. 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.

29. 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.

30. WAIVER OF DEFAULT

This Agreement, or any term or condition, may be modified only by a written amendment signed by both parties. 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 both parties.

31. ALL WRITINGS CONTAINED HEREIN

No other understandings, oral or otherwise, regarding the subject matter of this Agreement and attached Exhibit(s) and Appendices shall be deemed to exist or to bind any of the parties hereto with the exception that additional Exhibits may be added in accordance with **Section 5** of this Agreement.

32. PERIOD OF PERFORMANCE

This **Agreement** shall be effective from _____ through 9/31/2026.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of last signature below.

State of Washington Department of Health

[NAME OF TRIBE OR UIHI]

Signature

Signature

Print Name

Print Name

Date

Date

EXHIBIT I

Statewide view for COVID-19 events

1. PURPOSE AND JUSTIFICATION FOR SHARING THE DATA

The purpose of this Exhibit is to provide an overview of access to Washington residents' individual COVID-19 events for Tribes from the following data system operated and controlled by the Washington State Department of Health: Washington Disease Reporting System (WDRS).

It is necessary to continuously share COVID-19 data across jurisdictions to assist with the emergency response to the ongoing public health threat caused by COVID-19. The ability to view public health information about individual COVID-19 events across jurisdictions supports more effective and efficient public health practices through coordination and elimination of duplicative work across jurisdictions within the state of Washington.

2. ADDITIONAL DATA USE RESTRICTIONS

The [NAME OF TRIBE OR UIHI] must comply with the following data use restrictions in addition to those provided under this Agreement:

- A. Other specific Data Use Restrictions for data linked into WDRS apply – please see specific Exhibits for details.

3. DESCRIPTION OF DATA

DOH will make available the following information under this Agreement (Include the name of the database and a list of all the data elements being provided):

Identifiable patient and tribal records for COVID-19 events are available with approved access to WDRS. Event information includes, but is not limited to, demographic information, testing results, case and contact tracing information, medical record information, and outbreak details. User access includes access to Washington State-wide COVID-19 events.

EXHIBIT II

Linked COVID-19 Immunization Administration Data in WDRS

1. PURPOSE AND JUSTIFICATION FOR SHARING THE DATA

The purpose of this Exhibit is to explain access for Tribes to specific COVID-19 Immunization (also called vaccination) Administration data that is not normally included in the following statewide data system operated and controlled by the Washington State Department of Health (DOH): Washington Disease Reporting System (WDRS).

To assist with emergency response efforts, Immunization Administration data from DOH's Washington Immunization Information System (WAIS) will be routinely and systematically linked (i.e., matched at the person level) to individual WDRS COVID-19 events.

The ability to view public health information about individual COVID-19 events with linked COVID-19 Immunization Administration data will support more effective and efficient public health practices by allowing staff to understand vaccination patterns and investigate breakthrough cases (e.g., vaccinated individual who contracted COVID-19).

Access to linked COVID-19 Immunization Administration data under this data sharing agreement shall be consistent with the [TRIBE]'s signed WAIS Information Sharing Agreement.

2. DESCRIPTION OF DATA

DOH will make available the following information under this Agreement (Include the name of the database and a list of all the data elements being provided):

COVID-19 Immunization Administration data from DOH's Washington Immunization Information System (WAIS) will be linked (i.e., matched at the person level) to individual WDRS COVID-19 events.

The following linked COVID-19 Immunization Administration data will be provided under this Agreement:

EXHIBIT III
Linked Death Data in WDRS

1. PURPOSE AND JUSTIFICATION FOR SHARING THE DATA

The purpose of this Exhibit is to explain access for Tribes to specific death data that is not normally included in the following statewide data system operated and controlled by the Washington State Department of Health (DOH): Washington Disease Reporting System (WDRS).

Due to the ongoing public health threat posed by COVID-19 and to assist with emergency response efforts, death data from DOH’s Washington Health and Life Events System (WHALES) will be routinely and systematically linked (i.e., matched at the person level) to COVID-19 events in WDRS. Linked death data in WDRS derived from the WHALES system retains its status as a ‘vital record’ pursuant to chapter 70.58A RCW. For this reason, Tribes and must follow additional data use restrictions specified in section 3A below. The sharing of data under this data sharing agreement is for a public health purpose, as defined by WAC 246-492-010(13).

The ability to view public health information about individual COVID-19 events with linked death data will support more effective and efficient public health practices by allowing staff to

WDRS Variable	WDRS Variable Description	Source System
CDC_N_COV_2019_IIS_ID_REPEAT	WIIS ID Number	IIS
VACCINE_INFORMATION_AVAILABLE	Vaccine information available	IIS
VACCINE_INFORMATION_AVAILABLE_DATE	Date of vaccine administration	IIS
VACCINE_INFORMATION_AVAILABLE_ADMINISTERED	Vaccine administered (Type)	IIS
VACCINE_INFORMATION_AVAILABLE_ADMINISTRATION_INFORMATION_SOURCE	Information source	IIS
VACCINE_INFORMATION_AVAILABLE_ADMINISTRATION_INFORMATION_SOURCE_WIIS_ID	WIIS ID number	IIS
VACCINE_INFORMATION_AVAILABLE_ADMINISTRATION_LOT_NUMBER	Vaccine lot number	IIS
VACCINE_INFORMATION_AVAILABLE_ADMINISTRATION_ADMINISTERING_PROVIDER	Administering Provider	IIS
VACCINE_INFORMATION_AVAILABLE_ADMINISTRATION_ADMINISTERING_PROVIDER_ID	Administering Provider ID	IIS
VACCINE_INFORMATION_AVAILABLE_ADMINISTRATION_ADMINISTERING_PROVIDER_ADDRESS_STREET	Administering Provider Street	IIS
VACCINE_INFORMATION_AVAILABLE_ADMINISTRATION_ADMINISTERING_PROVIDER_ADDRESS_STREET2	Administering Provider Street 2	IIS
VACCINE_INFORMATION_AVAILABLE_ADMINISTRATION_ADMINISTERING_PROVIDER_ADDRESS_CITY	Administering Provider City	IIS
VACCINE_INFORMATION_AVAILABLE_ADMINISTRATION_ADMINISTERING_PROVIDER_ADDRESS_STATE	Administering Provider State	IIS
VACCINE_INFORMATION_AVAILABLE_ADMINISTRATION_ADMINISTERING_PROVIDER_ADDRESS_ZIP	Administering Provider Zip	IIS

reconcile deaths to confirm the most appropriate status of individual COVID-19 events (i.e., case, suspect case, not a case).

This agreement meets the data sharing agreement requirements contained in RCW 70.58A.520, WAC 246-492-300, and WAC 246-492-400. The Department is waiving fees for data in the context of this data sharing agreement consistent with WAC 246-492-990(7)(d). This fee waiver applies only to data shared under this data sharing agreement, and does not apply to any other data sharing agreements between the Department and Tribes for vital records data under chapter 70.58A RCW.

2. ADDITIONAL DATA USE RESTRICTIONS

The [NAME OF TRIBE OR UIHI] must comply with the following data use restrictions in addition to those provided under this Agreement:

- A. Other specific Data Use Restrictions for data linked into WDRS apply – please see specific Exhibits for details.
- B. Access and use of data shall be consistent with chapter 70.58A RCW and chapter 246-492 WAC
- C. Gender and 10 (or more) year age groupings can be published at the individual level by county.
- D. Literal cause of death, manner of death, and State File Number cannot be redisclosed, published, or used for purposes not identified in the Agreement.

3. DESCRIPTION OF DATA

DOH will make available the following information under this Agreement (Include the name of the database and a list of all the data elements being provided):

Death data from the DOH’s Washington Health and Life Events System (WHALES) will be linked (i.e., matched at the person level) to COVID-19 events in WDRS.

The following linked Death data will be provided under this Agreement:

WDRS Variable	WDRS Variable Description	Source System
CDC_N_COV_2019_EDRS_ID	EDRS ID	Vital stats/WHALES
CDC_N_COV_2019_DEATH_CERTIFICATE_NUMBER	Death certificate number	Vital stats/WHALES
CDC_N_COV_2019_OUT_OF_STATE_DEATH	Death occurred outside of Washington	Vital stats/WHALES
CDC_N_COV_2019_DEATH_CAUSE	Cause of Death	Vital stats/WHALES

EXHIBIT IV

Linked syndromic surveillance data in WDRS

1. PURPOSE AND JUSTIFICATION FOR SHARING THE DATA

The purpose of this Exhibit is to explain Tribe access to specific syndromic surveillance data that is not normally included in the following statewide data system operated and controlled by the Washington State Department of Health (DOH): Washington Disease Reporting System (WDRS).

Syndromic surveillance data are collected in near real-time from hospitals and clinics from across the state and can provide insights into emerging public health threats, infectious and chronic disease burden, environmental threats, and injury trends. Syndromic surveillance data are accessed in the Centers for Disease Control and Prevention’s Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE) platform managed in Washington by DOH’s Rapid Health Information Network (RHINO) program.

Due to the ongoing public health threat posed by COVID-19 and to assist with emergency response efforts, syndromic surveillance data from DOH’s ESSENCE platform managed by the RHINO program will be routinely and systematically linked (i.e., matched at the person level) to COVID-19 events in WDRS.

The ability to view public health information about individual COVID-19 events with linked syndromic surveillance data will support more effective and efficient public health practices by allowing staff to reconcile hospitalizations to confirm the most appropriate status of individual COVID-19 events (i.e., hospitalized, not hospitalized).

2. ADDITIONAL DATA USE RESTRICTIONS

The [NAME OF TRIBE OR UIHI] must comply with the following data use restrictions in addition to those provided under this Agreement:

- A.** Data are limited to linked syndromic surveillance data

3. DESCRIPTION OF DATA

DOH will make available the following information under this Agreement (Include the name of the database and a list of all the data elements being provided):

Syndromic surveillance data in the ESSENCE platform from DOH’s RHINO program will be linked (i.e., matched at the person level) to COVID-19 events in WDRS.

The following linked syndromic surveillance data will be provided under this Agreement:

WDRS Variable	WDRS Variable Description	Source System
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CDC_N_COV_2019_HOSPITALIZED_RHINO_ID_V2	RHINO ID	RHINO
CDC_N_COV_2019_HOSPITALIZED_RHINO_DATETIME	WDRS create date and time	RHINO
CDC_N_COV_2019_HOSPITALIZED_RHINO_HOSPITALIZED	Hospitalized	RHINO
CDC_N_COV_2019_HOSPITALIZED_RHINO_FACILITY_NAME	Facility Name	RHINO
CDC_N_COV_2019_HOSPITALIZED_RHINO_VISIT_DATE	Visit Date	RHINO
CDC_N_COV_2019_HOSPITALIZED_RHINO_NOTE_V2	RHINO note	RHINO

EXHIBIT V

Linked CREST case investigation data in WDRS

1. PURPOSE AND JUSTIFICATION FOR SHARING THE DATA

The purpose of this Exhibit is to explain access for Tribes to specific case investigation data from the Washington State Department of Health’s (DOH) Case, Risk, and Exposure Surveillance Tool (CREST) that is not normally included in the following statewide data system operated and controlled by the DOH: Washington Disease Reporting System (WDRS).

Due to the ongoing public health threat posed by COVID-19 and to assist with emergency response efforts, case investigation data from the DOH’s CREST will be routinely and systematically linked (i.e., matched at the person level) to COVID-19 events in WDRS.

The ability to view public health information about individual COVID-19 events with linked case investigation data will support more effective and efficient public health practices by allowing staff to reconcile case information to confirm the most appropriate status of individual COVID-19 events (i.e., case, suspect case, not a case).

2. DESCRIPTION OF DATA

DOH will make available the following information under this Agreement (Include the name of the database and a list of all the data elements being provided):

Case investigation data from the DOH CREST platform will be linked (i.e., matched at the person level) to COVID-19 events in WDRS.

The following linked case investigation data from CREST will be provided under this Agreement:

WDRS Variable	WDRS Variable Description	Source System
FirstName	Person	CREST
LastName	Person	CREST
BirthDate	Person - Birth Date	CREST
Gender	Person	CREST
DISEASE_SUSPECTED	Disease Suspected	CREST
DOH_CASE_CLASSIFICATION_GENERAL	Case classification	CREST
DOH_REVIEW_STATUS	DOH review status	CREST
CDC_N_COV_2019_CASE	COVID-19 Case	CREST
LivingStatus	Living Status	CREST
DIED_ILLNESS	Died of this illness	CREST
DeathDate	Death Date	CREST
TRANSLATOR_NEEDED	Interpreter needed	CREST

LANGUAGE	Language	CREST
RACE_UNKNOWN	Unknown	CREST
RACE_AMERICAN_INDIAN_OR_ALASKA_NATIVE	American Indian or Alaska Native	CREST
RACE_ASIAN	Asian	CREST
RACE_BLACK_OR_AFRICAN_AMERICAN	Black or African American	CREST
RACE_NATIVE_HAWAIIAN_OR_OTHER_PACIFIC_ISLANDER	Native Hawaiian or other Pacific Islander	CREST
RACE_WHITE	White	CREST
RACE_OTHER_RACE	Other Race	CREST
ETHNICITY	Ethnicity	CREST
ALTERNATE_CONTACT_AVAILABLE	Alternate contact available	CREST
ALTERNATE_CONTACT_AVAILABLE_TYPE	Alternate contact type	CREST
ALTERNATE_CONTACT_AVAILABLE_TYPE_SPECIFY_RELATIONSHIP	Specify relationship	CREST
ALTERNATIVE_CONTACT_AVAILABLE_TYPE_NAME	Alternate contact name	CREST
ALTERNATE_CONTACT_AVAILABLE_TYPE_PHONE_NUMBER	Alternate contact phone number	CREST
INVESTIGATION_STATUS	Investigation status	CREST
INVESTIGATION_STATUS_UNABLE_TO_COMPLETE_REASON	Reason unable to complete	CREST
COMPLAINANT_ILL	Complainant ever symptomatic	CREST
SYMPTOM_ONSET_DATE	Symptom onset date	CREST
ANY_FEVER_SUBJECTIVE_MEASURED	Any fever, subjective or measured	CREST
ANY_FEVER_SUBJECTIVE_MEASURED_TEMPERATURE_KNOWN	Temperature measured	CREST
ANY_FEVER_SUBJECTIVE_MEASURED_TEMPERATURE_KNOWN_HIGHEST	Highest measured temperature (Fahrenheit)	CREST
HEADACHE	Headache	CREST
MYALGIA	Myalgia	CREST
CDC_N_COV_2019_CONGESTION	Congestion	CREST
PHARYNGITIS	PHARYNGITIS	CREST
COUGH	COUGH	CREST
DYSPNEA	DYSPNEA	CREST
PNEUMONIA	PNEUMONIA	CREST
NAUSEA	NAUSEA	CREST
VOMITING	VOMITING	CREST
DIARRHEA	DIARRHEA	CREST
ABDOMINAL_PAIN	ABDOMINAL_PAIN	CREST
OTHER_SYMPTOMS	Other symptoms consistent with this illness	CREST
OTHER_SYMPTOMS_SPECIFY	Specify	CREST
CDC_N_COV_2019_HOSPITALIZED	Hospitalized for this illness	CREST
CDC_N_COV_2019_HOSPITALIZED_FACILITY_NAME	Facility name	CREST
CDC_N_COV_2019_HOSPITALIZED_FACILITY_NAME_SPECIFY	Hospital is not in current list, please specify	CREST
CDC_N_COV_2019_HOSPITALIZED_ADMISSION_DATE	Hospital admission date	CREST

CDC_N_COV_2019_HOSPITALIZED_DISCHARGE_DATE	Hospital discharge date	CREST
CDC_N_COV_2019_HOSPITALIZED_STILL_HOSPITALIZED	Still hospitalized	CREST
CDC_N_COV_2019_HOSPITALIZED_ICU	Admitted to ICU	CREST
CDC_N_COV_2019_HOSPITALIZED_MECHANICAL_VENTILATION_INTUBATION_REQUIRED	Mechanical ventilation or intubation required	CREST
PATIENT_EMPLOYED_STUDENT	Is the patient employed	CREST
OCCUPATION	Occupation	CREST
OCCUPATION_BUSINESS_TYPE	Type of business or industry	CREST
OCCUPATION_EMPLOYER	Employer name	CREST
WORK_NAME	Work site name	CREST
OCCUPATION_CITY	City	CREST
PREGNANCY_STATUS	Pregnancy status at time of symptom onset	CREST
DIABETES	Diabetes	CREST
CHRONIC_HEART_DISEASE	Chronic heart disease	CREST
CANCER_DIAGNOSIS_TREATMENT_12_MONTHS_PRIOR_ONSET	Cancer diagnosis or treatment in 12 months prior to onset	CREST
CANCER_DIAGNOSIS_TREATMENT_12_MONTHS_PRIOR_ONSET_SPECIFY	Specify diagnosis or treatment	CREST
IMMUNOSUPPRESSIVE_THERAPY_DISEASE	Immunosuppressive therapy or condition, or disease	CREST
IMMUNOSUPPRESSIVE_THERAPY_DISEASE_SPECIFY	Specify	CREST
ASTHMA	Asthma	CREST
CHRONIC_LUNG_DISEASE_EG	Chronic lung disease (e.g., COPD, emphysema)	CREST
CURRENT_PRESCRIPTIONS_TREATMENT	Current prescriptions or treatment	CREST
HEMODIALYSIS_TIME_ONSET	Hemodialysis at time of onset	CREST
ANY_UNDERLYING_MEDICAL_CONDITION	Other underlying medical conditions	CREST
ANY_UNDERLYING_MEDICAL_CONDITION_SPECIFY	Specify	CREST
INVESTIGATION_COMPLETE_DATE	Investigation complete date	CREST
CASE_COMPLETE_DATE	Case complete date	CREST
INVESTIGATOR	Investigator	CREST
CDC_N_COV_2019_ANOSMIA	Anosmia (loss of sense of smell)	CREST
CDC_N_COV_2019_DYSGEUSIA_AGEUSIA	Dysgeusia ageusia (altered, impaired, or lost sense of taste)	CREST
SYMPTOM_ONSET_DATE_DERIVED	Symptom onset date	CREST
CHRONIC_KIDNEY_DISEASE	Chronic kidney disease	CREST
CHRONIC_LIVER_DISEASE	Chronic liver disease	CREST
HIGH_BLOOD_PRESSURE	High blood pressure	CREST
CDC_N_COV_2019_SMOKE_VAPE	Smoke or vape	CREST
FOURTEEN_DAYS_CONFIRMED_PROBABLE_CORONAVIRUS	In the fourteen (14) days prior to symptom onset, did the	CREST

	patient have close contact with a confirmed or probable coronavirus case	
FOURTEEN_DAYS_CONFIRMED_PROBABLE_CORONAVIRUS_NAME	Name	CREST
FOURTEEN_DAYS_CONFIRMED_PROBABLE_CORONAVIRUS_WDRS_EVENT_ID	WDRS Event ID	CREST
Note	Case Note	CREST
CDC_N_COV_2019_INTENDED_ID_FROM_REDCAP	Intended WDRS Event ID from REDCap direct-to-case survey	CREST
EPI_LINKED_CONFIRMED_CASE	Epi-linked to a confirmed case	CREST
Phone	Phone	CREST
Emails	Email	CREST
Street1	Street	CREST
City	City	CREST
State	State	CREST
PostalCode	Postal Code	CREST
County	County	CREST
REPORTING_ADDRESS	Street address	CREST
REPORTING_CITY	City	CREST
REPORTING_STATE	State	CREST
REPORTING_ZIPCODE	Zip Code	CREST
REPORTING_COUNTY	County	CREST
INVESTIGATION_START_DATE	Investigation start date	CREST
CDC_N_COV_2019_CREST_INVESTIGATOR	CREST investigator	CREST
CDC_N_COV_2019_CREST_ASSESSMENT_ID	CREST Assessment ID	CREST
REASON_FOR_TESTING_COVID19	Why did the patient get tested for COVID-19?	CREST
EVER_RECEIVED_VACCINE	Ever received SARS containing vaccine	CREST
EVER_RECEIVED_VACCINE_NUM_DOSES	Number of SARS doses prior to illness	CREST
EVER_RECEIVED_VACCINE_DATE_PT_REPORT_1	Date of first vaccine dose (patient reported)	CREST
EVER_RECEIVED_VACCINE_DATE_PT_REPORT_2	Date of second vaccine dose (patient reported)	CREST
Suffix	Suffix	CREST
FirstName	Person	CREST
LastName	Person	CREST

Note: Data flow bidirectionally from WDRS to CREST; where CREST is listed as the source system, the data may have originated in WDRS, been passed to CREST, and then passed back to WDRS. Data may or may not have been altered within CREST.

EXHIBIT VI

CREST system access (case and contact investigation data)

1. PURPOSE AND JUSTIFICATION FOR SHARING THE DATA

The purpose of this Exhibit is to explain access for Tribes to COVID-19 case and contact investigation data from the following statewide data system operated and controlled by the Washington State Department of Health (DOH): Case, Risk, and Exposure Surveillance Tool (CREST).

Due to the ongoing public health threat posed by COVID-19 and to assist with emergency response efforts, CREST system access is essential to aid Tribes, and DOH in collecting standardized data for COVID-19 case and contact investigations.

2. DESCRIPTION OF DATA

DOH will make available the following information under this Agreement (Include the name of the database and a list of all the data elements being provided):

Individually identifiable records for COVID-19 case and contact investigation are available with approved access to the CREST data system. Information includes, but it not limited to, demographic information, person contact information, case and contact tracing information, and medical information.

APPENDIX A

STATEMENT OF CONFIDENTIALITY

Confidentiality Statement for DOH-Approved Tribal Government Representative or Indian Health Program Representative

GENERAL RULE

As defined in RCW 43.70.512 (1), the Washington State public health system is comprised of the state department of health, state board of health, local health jurisdictions, sovereign tribal nations, and Indian health programs. As a general rule, all records in the Department of Health (DOH) are disclosable to the public. In very specific and narrow circumstances, identified in law, the department may withhold some or all of a record from the public.

RESPONSIBILITIES REGARDING CONFIDENTIAL INFORMATION

As a DOH-approved tribal government representative or Indian health program representative, I understand that I may handle or have access to confidential information. I understand that I am responsible for maintaining the confidentiality of certain information collected, maintained, stored, or analyzed.

I recognize and respect the confidential nature of certain information I may have access to as a DOH-approved tribal government representative or Indian health program representative. I will not at any time, or in any manner, either directly or indirectly, disclose confidential information to anyone outside the scope of my position, unless authorized by law. If I am authorized to disclose confidential information, I will follow applicable rules/regulations and policies.

I have received and read the DOH confidentiality policy (17.005) and acknowledge that I understand the policy and the responsibilities delegated to me in it. The type of confidential information I will likely access during my work includes: communicable disease case reports and other human health-related data with personal identifiers maintained on DOH databases including PHRED, WDRS, WELRS/DRIVE, upgrade replacements and other DOH databases and information sources.

I understand that I will receive guidance from DOH on the practices for handling this and other confidential information.

PENALTIES FOR DISCLOSING CONFIDENTIAL INFORMATION

I understand that if I disclose confidential information to anyone in violation of federal and state law, administrative rule and this policy, through any means, it is grounds for suspension or termination of my access to DOH confidential information. I understand that my unauthorized use or disclosure of confidential information may be considered an ethics violation and subject to civil damages or other penalties.

I understand that specific sources of confidential information which include but are not limited to HIV/STD conditions, mental health, and drug and alcohol treatment, are subject to specific state and federal law and administrative rules/regulations. I understand that if I disclose such confidential information in violation of those laws and administrative rules/regulations, I may be subject to civil damages and criminal penalties, including fines and/or imprisonment.

Tribal government representative or Indian health program representative signature

Please print name

Date

I understand that I must provide information to the DOH-approved tribal government representative or Indian health program representative on the specific information that is confidential within the scope of the tribal government representative or Indian health program representative's responsibilities, and my program, and the practices for handling this information.

DOH signature

Please print name

Date

Rev (04-15-2020)

APPENDIX B

DATA SECURITY REQUIREMENTS

Protection of Data

The storage of Confidential information outside of the State Governmental Network requires organizations to ensure that encryption is selected and applied using industry standard algorithms validated by the NIST Cryptographic Algorithm Validation Program. Encryption must be applied in such a way that it renders data unusable to anyone but authorized personnel, and the confidential process, encryption key or other means to decipher the information is protected from unauthorized access. The [NAME OF TRIBE OR UIHI] agrees to store information received under this Agreement (the data) within the United States on one or more of the following media, and to protect it as described below:

A. Passwords

1. Passwords must always be encrypted. When stored outside of the authentication mechanism, passwords must be in a secured environment that is separate from the data and protected in the same manner as the data. For example passwords stored on mobile devices or portable storage devices must be protected as described under section F. Data storage on mobile devices or portable storage media.
2. Complex Passwords are:
 - At least 8 characters in length .
 - Contain at least three of the following character classes: uppercase letters, lowercase letters, numerals, special characters.
 - Do not contain the user's name, user ID or any form of their full name.
 - Do not consist of a single complete dictionary word, but can include a passphrase.
 - Changed at least every 120 days.

B. Hard disk drives – Data stored on workstation hard disks:

1. The data must be encrypted as described under section F. Data storage on mobile devices or portable storage media. Encryption is not required when Potentially Identifiable Information is stored temporarily on local workstation hard disks. Temporary storage is thirty (30) days or less.
2. Access to the data is restricted to authorized users by requiring logon to the local workstation using a unique user ID and Complex Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Accounts must lock after 5 unsuccessful access attempts and remain locked for at least 15 minutes, or require administrator reset.

C. Network server and storage area networks (SAN)

1. Access to the data is restricted to authorized users through the use of access control lists which will grant access only after the authorized user has authenticated to the network.
2. Authentication must occur using a unique user ID and Complex Password, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards. Accounts must lock after 5 unsuccessful access attempts, and remain locked for at least 15 minutes, or require administrator reset.
3. The data are located in a secured computer area, which is accessible only by authorized personnel with access controlled through use of a key, card key, or comparable mechanism.
4. If the servers or storage area networks are not located in a secured computer area **or** if the data is classified as Confidential or Restricted it must be encrypted as described under F. Data storage on mobile devices or portable storage media.

D. Optical discs (CDs or DVDs)

1. Optical discs containing the data must be encrypted as described under F. Data storage on mobile devices or portable storage media.
2. When not in use for the purpose of this Agreement, such discs must be locked in a drawer, cabinet or other physically secured container to which only authorized users have the key, combination or mechanism required to access the contents of the container.

E. Access over the Internet or the State Governmental Network (SGN).

1. When the data is transmitted between DOH and the [NAME OF TRIBE OR UIHI], access is controlled by the DOH, who will issue authentication credentials.
2. [NAME OF TRIBE OR UIHI] will notify DOH immediately whenever:
 - a) An authorized person in possession of such credentials is terminated or otherwise leaves the employ of the [NAME OF TRIBE OR UIHI];
 - b) Whenever a person's duties change such that the person no longer requires access to perform work for this Contract.
3. The data must not be transferred or accessed over the Internet by the [NAME OF TRIBE OR UIHI] in any other manner unless specifically authorized within the terms of the Agreement.

- a) If so authorized the data must be encrypted during transmissions using a key length of at least 128 bits. Industry standard mechanisms and algorithms, such as those validated by the National Institute of Standards and Technology (NIST) are required.
- b) Authentication must occur using a unique user ID and Complex Password (of at least 10 characters). When the data is classified as Confidential or Restricted, authentication requires secure encryption protocols and multi-factor authentication mechanisms, such as hardware or software tokens, smart cards, digital certificates or biometrics.
- c) Accounts must lock after 5 unsuccessful access attempts, and remain locked for at least 15 minutes, or require administrator reset.

F. Data storage on mobile devices or portable storage media

1. Examples of mobile devices are: smart phones, tablets, laptops, notebook or netbook computers, and personal media players.
2. Examples of portable storage media are: flash memory devices (e.g. USB flash drives), and portable hard disks.
3. The data must not be stored by the [NAME OF TRIBE OR UIHI] on mobile devices or portable storage media unless specifically authorized within the terms of this Agreement. If so authorized:
 - a) The devices/media must be encrypted with a key length of at least 128 bits, using industry standard mechanisms validated by the National Institute of Standards and Technologies (NIST).
 - Encryption keys must be stored in a secured environment that is separate from the data and protected in the same manner as the data.
 - b) Access to the devices/media is controlled with a user ID and a Complex Password (of at least 6 characters), or a stronger authentication method such as biometrics.
 - c) The devices/media must be set to automatically wipe or be rendered unusable after no more than 10 failed access attempts.
 - d) The devices/media must be locked whenever they are left unattended and set to lock automatically after an inactivity activity period of 3 minutes or less.
 - e) The data must not be stored in the Cloud. This includes backups.
 - f) The devices/ media must be physically protected by:

- Storing them in a secured and locked environment when not in use;
 - Using check-in/check-out procedures when they are shared; and
 - Taking frequent inventories.
4. When passwords and/or encryption keys are stored on mobile devices or portable storage media they must be encrypted and protected as described in this section.

G. Backup Media

The data may be backed up as part of [NAME OF TRIBE OR UIHI]’s normal backup process provided that the process includes secure storage and transport, and the data is encrypted as described under *F. Data storage on mobile devices or portable storage media*.

H. Paper documents

Paper records that contain data classified as Confidential or Restricted must be protected by storing the records in a secure area which is only accessible to authorized personnel. When not in use, such records is stored in a locked container, such as a file cabinet, locking drawer, or safe, to which only authorized persons have access.

I. Data Segregation

1. The data must be segregated or otherwise distinguishable from all other data. This is to ensure that when no longer needed by the [NAME OF TRIBE OR UIHI], all of the data can be identified for return or destruction. It also aids in determining whether the data has or may have been compromised in the event of a security breach.
2. When it is not feasible or practical to segregate the data from other data, then **all** commingled data is protected as described in this Exhibit.

J. Data Disposition

If data destruction is required by the Agreement, the data must be destroyed using one or more of the following methods:

Data stored on:

Hard disks

Is destroyed by:

Using a “wipe” utility which will overwrite the data at least three (3) times using either random or single character data, or

Degaussing sufficiently to ensure that the data cannot be reconstructed, or

Physically destroying the disk , or

Delete the data and physically and logically secure data storage systems that continue to be used for the storage of Confidential or Restricted information to prevent any future access to stored information. One or more of the preceding methods is performed before transfer or surplus of the systems or media containing the data.

Paper documents with Confidential or Restricted information

On-site shredding, pulping, or incineration, or Recycling through a contracted firm provided the Contract with the recycler is certified for the secure destruction of confidential information.

Optical discs (e.g. CDs or DVDs)

Incineration, shredding, or completely defacing the readable surface with a course abrasive.

Magnetic tape

Degaussing, incinerating or crosscut shredding.

Removable media (e.g. floppies, USB flash drives, portable hard disks, Zip or similar disks)

Using a "wipe" utility which will overwrite the data at least three (3) times using either random or single character data.

Physically destroying the disk.

Degaussing magnetic media sufficiently to ensure that the data cannot be reconstructed.

APPENDIX C

CERTIFICATION OF DATA DISPOSITION

Date of Disposition _____

- All copies of any Datasets 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 Datasets related to agreement DOH# _____ have been eradicated from all data storage systems 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 Datasets 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

APPENDIX D

DOH SMALL NUMBERS GUIDELINES

- Aggregate data so that the need for suppression is minimal. Tribes shall suppress all non-zero counts which are less than five. This provision shall not apply to any other party to this Agreement.
- Suppress rates or proportions derived from those suppressed counts.
- Assure that suppressed cells cannot be recalculated through subtraction, by using secondary suppression as necessary. Survey data from surveys in which 80% or more of the eligible population is surveyed should be treated as non-survey data.
- When a survey includes less than 80% of the eligible population, and the respondents are unequally weighted, so that cell sample sizes cannot be directly calculated from the weighted survey estimates, then there is no suppression requirement for the weighted survey estimates.
- When a survey includes less than 80% of the eligible population, but the respondents are equally weighted, then survey estimates based on fewer than 10 respondents should be “top-coded” (estimates of less than 5% or greater than 95% should be presented as 0-5% or 95-100%).
- DOH’s Small Number Standards are posted on the DOH website: [Guidelines for Working With Small Numbers \(wa.gov\)](https://www.doh.wa.gov/Portals/1/Documents/1500/SmallNumbers.pdf) (<https://www.doh.wa.gov/Portals/1/Documents/1500/SmallNumbers.pdf>).

APPENDIX E

TRIBAL DATA SOVEREIGNTY COMMITTEE

1.1. Purpose. The Tribal Data Sovereignty Committee (TDSC) makes determinations regarding the sharing and usage of data regarding AI/AN and Tribes and provides subject matter expertise to DOH for developing and implementing policies and systems to assure the protection of tribal data sovereignty.

1.2. Membership.

1.2.1 The TDSC is comprised of the following members:

1.2.1.1 **Tribes (voting members):** One individual from each of the twenty-nine (29) Tribes in Washington State, designated by the tribal legislative body, who is either the tribe's American Indian Health Commission for Washington State (Commission) delegate or an individual specifically designated by the tribe for this role, or their designee

1.2.1.2 **Tribal Epidemiology Centers (voting members):** The leadership officer of the Urban Indian Health Institute and the leadership officer of the Northwest Tribal Epidemiology Center or their designee

1.2.1.3 **Native Project (voting member):** The chief executive officer of the Native Project or their designee

1.2.1.4 **Seattle Indian Health Board (voting member):** The chief executive officer of the Native Project or their designee

1.2.1.5 **American Indian Health Commission (non-voting members):** The executive director of the Commission or their designee

1.2.1.6 **Department of Health (non-voting member):** One member of the executive leadership team or their designee from the Department of Health

1.3. TDSC Functions. The primary functions of the TDSC will be:

1.3.1. to protect tribal data sovereignty

1.3.2. to collaborate with DOH to develop policies and systems for coordinating the sharing and usage of public health data between DOH and Tribes and Tribal Epidemiology Centers

1.3.3. to take the following actions to assure that no entity accesses or utilizes tribal data or AI/AN data without the approval of the Tribes and urban Indian health

programs:

1.3.3.1.1. review and approve proposals by DOH and third parties for presentations, reports, publications, and requests for access to and usage of data not specific to an individual Tribe or Tribes including the following:

- AI/AN in Washington State; and
- Multiple Tribes not intended to be individually identified.

DO TRIBES WANT TO EXEMPT TECS FROM TDSC REVIEW ON THESE DATA? [NOTE: Third parties shall have existing data sharing agreements with individual Tribes before accessing or using an individual Tribe's data pursuant to Section 7].

1.3.3.2. provide to any individual Tribe or Tribes, upon their request, technical assistance on proposals to use data that is specific to their individual Tribe or Tribes

1.3.4. to provide subject matter expertise to identify data that should not be collected and/or included in DOH datasets

1.4. TDSC Operations

1.4.1. The TDSC will be facilitated by the American Indian Health Commission for Washington State

1.4.2. The TDSC will determine whether meetings will occur on a regular schedule or ad hoc, depending on the volume of work

1.4.3. DOH representatives will be invited to participate in TDSC meetings; however, the TDSC may schedule meetings to include only Tribe and/or Tribal Epidemiology Center assignees, as needed

1.5. **Voting by Members:** Each voting member of this TDSC shall, at every meeting of the members, shall be entitled to one vote in person, including online attendance, upon each subject properly submitted to vote. Tribal Epidemiology Centers and The NATIVE Project shall vote only on issues that directly impact their entities.

1.6. **Quorum:** One third of the members entitled to vote shall constitute a quorum at a meeting of the members, provided a majority of members present are representatives from Tribes. If less than a quorum of the members entitled to vote is represented at a meeting, a majority of the members present may adjourn the meeting from time to time without further notice.

Manner of Acting: The vote of a majority of the votes entitled to be cast by the members represented in person, including online participation, at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the members.