



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Apple Martine, Public Health Director
Denise Banker, Community Health Director

DATE: May 28, 2024

SUBJECT: Agenda item – Data Sharing Agreement with Washington State Department of Health (DOH) for sharing of information concerning Foodborne Illness; May 16, 2024 – May 15, 2029

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH) requests Board approval of a Data Sharing Agreement between DOH and JCPH for sharing of information concerning Foodborne Illness; May 16, 2024 – May 15, 2029

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

Approximately 40 to 60 (or more) foodborne illness outbreaks occur each year in Washington, affecting hundreds of communities and creating a large economic burden. The purpose of this agreement is to provide access to the Foodborne Illness Notification System (FINS) which provides a secure database of self-reported foodborne illness. DOH provides the FINS system to coordinate the appropriate authority receiving notification of a potential foodborne illness or food safety concern so they may respond and mitigate any risk to the public health in accordance with RCW 70.05.070(3).

FISCAL IMPACT/COST BENEFIT ANALYSIS:

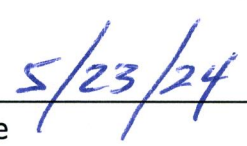
There is no financial component to this agreement.

RECOMMENDATION:

JCPH management requests approval of a Data Sharing Agreement with DOH for sharing of information concerning Foodborne Illness; May 16, 2024 – May 15, 2029

REVIEWED BY:


Mark McCauley, County Administrator


Date

CONTRACT REVIEW FORM

(INSTRUCTIONS ARE ON THE NEXT PAGE)

Clear Form

CONTRACT WITH: WA DOH

Contract No: AD-24-022

Contract For: Data sharing: Foodborne Illness

Term: 05/16/2024 - 5/15/2029

COUNTY DEPARTMENT: Public Health

Contact Person: Denise Banker

Contact Phone: x 438

Contact email: dbanker@co.jefferson.wa.us

AMOUNT: -0-

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # _____

Munis Org/Obj _____

PROCESS:

☐

Exempt from Bid Process

☐

Cooperative Purchase

☐

Competitive Sealed Bid

☐

Small Works Roster

☐

Vendor List Bid

☐

RFP or RFQ

☐

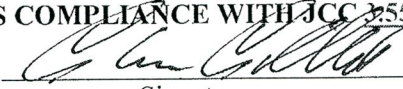
Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 255.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐

N/A: ☒



Signature

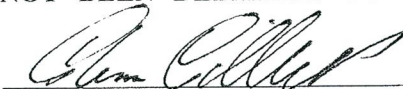
May 17, 2024

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐

N/A: ☒



Signature

May 17, 2024

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 5/21/2024.

State agreement: cannot change.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 5/22/2024.

State contract -- cannot change. PAO will sign via Docusign

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL

DATA SHARING AGREEMENT
FOR
CONFIDENTIAL INFORMATION OR LIMITED DATASET(S)
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF HEALTH
AND
LOCAL HEALTH JURISDICTIONS

Jefferson County Public Health

This Agreement documents the conditions under which the Washington State Department of Health (DOH) shares confidential information or limited Dataset(s) with other entities. This agreement is between Washington Department of Health and all Local Health Jurisdictions.

CONTACT INFORMATION FOR ENTITIES RECEIVING AND PROVIDING INFORMATION

	INFORMATION RECIPIENT	INFORMATION PROVIDER
Organization Name	Jefferson County Public Health	Washington State Department of Health (DOH)
Business Contact Name		Alyssa Pilot Noel Hatley Laura Newman
Title		Public Health Advisor Epidemiologist 2 (non-medical) Deputy Director of Communicable Disease
Address		111 Israel Rd SE, Tumwater, WA 98501
Telephone #		360.764.0893 360.485.5654 360.878.1473
Email Address		Alyssa.pilot@doh.wa.gov Noel.hatley@doh.wa.gov Laura.Newman@doh.wa.gov
IT Security Contact		John Weeks
Title		IT Security Manager
Address		111 Israel Rd SE, Tumwater, WA 98501

Telephone #		800.525.0127
Email Address		john.weeks@doh.wa.gov
Privacy Contact Name		Michael Paul
Title		Chief Privacy Officer
Address		111 Israel Rd SE, Tumwater, WA 98501
Telephone #		564.669.9692
Email Address		Michael.paul@doh.wa.gov

DEFINITIONS

Aggregate Data is data that has been gathered, processed, and expressed in a summary or report form for reporting purposes such as making comparisons, predicting trends or other statistical analyses. Aggregate data is collected from multiple sources and/or measures, variables, or individual human subjects. Since aggregate data is the consolidation of data from multiple sources, it is typically not able to be traced back to a specific human subject.

Anonymous Data is unidentified (i.e., personally identifiable information was not collected, or if collected, identifiers were not retained and cannot be retrieved) data that cannot be linked directly or indirectly by anyone to their source(s).

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 a recipient 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.

Coded Data is when direct personal identifiers have been removed from the data and replaced with words, letters, figures, symbols, or a combination of these (not derived from or related to the personal information) for purposes of protecting the identity of the source(s). The original identifiers are retained in such a way that they can be traced back to the source(s) by someone with the code. A code is sometimes also referred to as a "key," "link," or "map."

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.

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.

De-Identified Data is when all direct personal identifiers are permanently removed from the data, no code or key exists to link the data to their original source(s), and the remaining information cannot reasonably be used by anyone to identify the source(s).

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; medical record numbers; health plan beneficiary numbers; account numbers; certificate /license numbers; vehicle identifiers and serial numbers, including license plate 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.

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 research review is the process used by institutions that conduct human subject research to ensure that:

- the rights and welfare of human subjects are adequately protected;
- the risks to human subjects are minimized, are not unreasonable, and are outweighed by the potential benefits to them or by the knowledge gained; and
- the proposed study design and methods are adequate and appropriate in light of the stated research objectives.

Research that involves human subjects or their identifiable personal records should be reviewed and approved by an institutional review board (IRB) per requirements in federal and state laws and regulations and state agency policies.

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 to whom the data or records pertain. Research data or records with direct identifiers removed, but which retain indirect identifiers, are still considered identifiable.

Indirect identifiers are indirect identifiers in research data or records that 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.

Normal business hours are state business hours Monday through Friday from 8:00 a.m. to 5:00 p.m. except state holidays.

Public Health Authority is an agency or authority of the United States government, a State, a territory, a political subdivision of a State or territory, or Indian tribe that is responsible for public health matters as part of its official mandate, as well as a person or entity acting under a grant of authority from, or under a contract with, a public health agency. See 45 CFR 164.501.

Public Health Surveillance Activities are limited to activities conducted, supported, requested, ordered, required, or authorized by a "public health authority" and:

- Are necessary to allow a public health authority to identify, monitor, assess, or investigate potential public health signals, onsets of disease outbreaks, or conditions of public health

importance, including trends, signals, risk factors, patterns of diseases, or increases in injuries from consumer products.

- Provide timely situational awareness and priority setting during the course of an event or crisis that threatens public health.

Potentially identifiable information means information that includes indirect identifiers which may permit linking an individual to that person's health care information. Examples of potentially identifiable information include:

- birth dates;
- admission, treatment, or diagnosis dates;
- healthcare facility codes;
- other data elements that may identify an individual. These vary depending on factors such as the geographical location and the rarity of a person's health condition, age, or other characteristic.

Research refers to a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.

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

State holidays State legal holidays, as provided in [RCW 1.16.050](#).

GENERAL TERMS AND CONDITIONS

I. USE OF INFORMATION

The Information Recipient agrees to strictly limit use of information obtained or created under this Agreement to the purposes stated in Exhibit I (and all other Exhibits subsequently attached to this Agreement). For example, unless the Agreement specifies to the contrary the Information Recipient agrees not to:

- Link information received under this Agreement with any other information.
- Use information received under this Agreement to identify or contact individuals.

The Information Recipient shall construe this clause to provide the maximum protection of the information that the law allows.

II. SAFEGUARDING INFORMATION

A. CONFIDENTIALITY

Information Recipient agrees to:

- Follow DOH small numbers guidelines as well as dataset specific small numbers requirements unless otherwise stated when publishing, presenting or otherwise sharing data. (Appendix D)
- Limit access and use of the information:
 - To the minimum amount of information.
 - To the fewest people.
 - For the least amount of time required to do the work.
- Ensure that all people with access to the information understand their responsibilities regarding it.
- 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.
 - Retain a copy of the signed and dated form as long as required in Data Disposition Section.

The Information Recipient acknowledges the obligations in this section survive completion, cancellation, expiration or termination of this Agreement.

B. SECURITY

The Information Recipient 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 Information Recipient agrees to adhere to the Data Security Requirements in Appendix B. The Information Recipient further assures that it has taken steps necessary to prevent unauthorized access, use, or modification of the information in any form.

Note: The DOH Chief Information Security Officer must approve any changes to this section prior to Agreement execution. IT Security Officer will send approval/denial directly to DOH Contracts Office and DOH Business Contact.

C. BREACH NOTIFICATION

The Information Recipient 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.

III. RE-DISCLOSURE OF INFORMATION

Information Recipient agrees to not disclose in any manner all or part of the information identified in this Agreement except as the law requires, this Agreement permits, or with specific prior written permission by the Secretary of the Department of Health.

If the Information Recipient 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 Information Recipient will notify the DOH Privacy Officer of the request 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 Information Recipient received the request; and
 - The DOH records that the Information Recipient believes are responsive to the request and the identity of the requestor, if known.

IV. ATTRIBUTION REGARDING INFORMATION

Information Recipient 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.

Information Recipient agrees to cite its organizational name as the source of interpretations, calculations, or manipulations of the information subject of this Agreement.

V. OTHER PROVISIONS

With the exception of agreements with British Columbia for sharing health information, all data must be stored within the United States.

VI. 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

VII. CAUSE FOR IMMEDIATE TERMINATION

The Information Recipient acknowledges that unauthorized use or disclosure of the data/information or any other violation of sections II or III, and appendices A or B, may result in the immediate termination of this Agreement.

VIII. 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.

IX. 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 Contracts and Procurement Unit. 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:

- Be in writing and state the disputed issues, and
- State the relative positions of the parties, and
- State the information recipient's 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 dispute resolution process constitutes the sole administrative remedy available under this Agreement.

X. 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 this agreement. Information recipient 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.

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:

- Applicable Washington state and federal statutes and rules;

Any other provisions of the Agreement, including materials incorporated by reference.

XII. 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.

XIII. 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.

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. ALL WRITINGS CONTAINED HEREIN

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

XX. PERIOD OF PERFORMANCE

This Agreement shall be effective from date the agreement is signed by both parties until 5 years later.

Special Terms And Conditions

I. Linking of Data

Data utilized in this Agreement shall be linked only to the records outlined in this Agreement.

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

INFORMATION PROVIDER

State of Washington Department of Health


(Leslie Becker (May 16, 2024 11:09 PDT))

Signature

Leslie Becker

Print Name

May 16, 2024

Date

INFORMATION RECIPIENT

Jefferson County Public Health


(Kate Dean (May 15, 2024 15:36 EDT))

Signature

Kate Dean

Print Name

May 15, 2024

Date

APPROVED AS TO FORM ONLY:



May 22, 2024

Philip C. Hunsucker,
Chief Civil Deputy Prosecuting Attorney

Date

EXHIBIT I

PURPOSE AND JUSTIFICATION FOR SHARING THE DATA Provide a detailed description of the purpose and justification for sharing the data, including specifics on how the data will be used.

The Foodborne Illness Notification System (FINS) allows restaurants and members of the public to report suspected incidents of foodborne disease within the state of Washington. RCW 43.07.020(3) requires the Washington State Department of Health (DOH) to "provide leadership and coordination in identifying and resolving threats to the public health." DOH provides the FINS system to coordinate the appropriate authority receiving notification of a potential foodborne illness or food safety concern so they may respond and mitigate any risk to the public health in accordance with RCW 70.05.070(3).

In recognition that foodborne illnesses are often the result of supply chain contamination or linked to a chain of restaurants that span many jurisdictions, DOH is providing state-wide read access to the FINS system as necessary for the improved detection and prevention of disease. Access to information outside the Information Recipient's jurisdiction does not convey responsibility for or ownership of such information.

FINS is a "secure electronic disease surveillance system" as defined in WAC 246-101-010(45). In accordance with WAC 246-101-615(2), DOH will use FINS to notify the investigating jurisdiction within 1 day of any notifiable condition reported directly to it. To follow up with the complainant, a REDCap account is required to obtain any personal identifiable information.

Collecting data in a centralized location will allow a better understanding of the true burden of foodborne illness in Washington State and provide a centralized location for the public to report an illness or food safety concern.

The Information Recipient is authorized under this agreement to use the data for the following purposes:

- A. To use the data for public health surveillance to prevent and control illness, including contacting individuals and firms as part of an investigation process,
- B. To forward or share complete details of specific complaints to other regulatory partners for purposes of public health.
- C. To link the data to various sources,
- D. To conduct statistical analysis and create visualizations of the same data, and
- E. To share and publish aggregate, de-identified data for purposes including population health analysis, public health surveillance activities, quality improvement, utilization measures, and to inform interventions.

The Information Recipient agrees not to use the data for the following purposes:

- A. Use the data for any commercial purposes, including selling, commercial screening, or transferring data to a third party for commercial purposes;
- B. Transfer the raw data to anyone, except for those authorized above, who is not listed under the Information Recipient's (on the signature page of this Agreement) direct supervision unless advanced, written approval is given by the Information Provider.
- C. Human Subjects Research without WSIRB approval and without a Data Sharing Agreement (DSA).

EXHIBIT I

Is the purpose of this agreement for human subjects research that requires Washington State Institutional Review Board (WSIRB) approval?

Yes No

If yes, has a WSIRB review and approval been received? If yes, please provide copy of approval. If No, attach exception letter.

Yes No

1. PERIOD OF PERFORMANCE

This **Exhibit** shall have the same period of performance as the **Agreement** unless otherwise noted below:

At a continuous frequency from date the agreement is signed by both parties to 5 years later.

2. DESCRIPTION OF DATA

Information Provider will make available the following information under this Agreement:

Database Name(s): REDCap

Data Elements being provided: Answers to survey questions from the public within the LHJ's jurisdictional area and statewide from the time the agreement is signed until the date the agreement expires (see elements in **Appendix F**).

The Information Provider will provide separately a complete data dictionary to the Information Recipient with information on the following data elements from the REDCap Survey in **Appendix E**.

The information described in this section is:

- ☐ Category 1 – Public Information
 - Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.
- ☐ Category 2 – Sensitive Information
 - Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.
- ☒ Category 3– Confidential Information
 - Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to: a. Personal Information about

EXHIBIT I

individuals, regardless of how that information is obtained; b. Information concerning employee personnel records; c. Information regarding IT infrastructure and security of computer and telecommunications systems.

☐ **Category 4 – Confidential Information Requiring Special Handling**

- Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

A. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements;

B. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

Any reference to data/information in this Agreement shall be the data/information as described in this Exhibit.

3. STATUTORY AUTHORITY TO SHARE INFORMATION

DOH statutory authority to obtain and disclose the confidential information or limited Dataset(s) identified in this Exhibit to the Information Recipient:

- RCW 43.07.020(3) requires the Washington State Department of Health (DOH) to “provide leadership and coordination in identifying and resolving threats to the public health”. DOH provides the FINS system to coordinate the appropriate authority receiving notification of a potential foodborne illness or food safety concern so they may respond and mitigate any risk to the public health in accordance with RCW 70.05.070(3). FINS is a “secure electronic disease surveillance system” as defined in WAC 246-101-010(45). In accordance with WAC 246-101-615(2), DOH will use FINS to notify the investigating jurisdiction within 1 day of any notifiable condition reported directly to it.

4. ACCESS TO INFORMATION

METHOD OF ACCESS/TRANSFER

DOH Web Application (indicate application name): Access to REDCap project for complaints within their specific jurisdiction and statewide.

****NOTE:** DOH Chief Information Security Officer must approve prior to Agreement execution. DOH Chief Information Security Officer will send approval/denial directly to DOH Contracts Office and DOH Business Contact.

FREQUENCY OF ACCESS/TRANSFER

DOH shall provide access to REDCap at system launch and at a continuous frequency within the period of performance stated in Section 2.

EXHIBIT I

5. REIMBURSEMENT TO DOH

Payment for services to create and provide the information is based on the actual expenses DOH incurs, including charges for research assistance when applicable.

Billing Procedure

- Information Recipient agrees to pay DOH by check or account transfer within 30 calendar days of receiving the DOH 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, which is earlier.

Charges for the services to create and provide the information are:

\$0 (No charge)

6. DATA DISPOSITION

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:

In accordance with records retention requirements, retain the data for the purposes stated herein for a period of time not to exceed 6 years after which Information Recipient shall destroy the data (as described below) and submit the attached Certification of Data Disposition (Appendix C) to the DOH Business Contact. Information Recipient shall export the data and be responsible for following any applicable laws or policies to retain it.

7. 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.

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.

EXHIBIT I

8. ALL WRITINGS CONTAINED HEREIN

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

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

INFORMATION PROVIDER

State of Washington Department of Health


Leslie Becker (May 16, 2024 11:01 PM)

Signature

Leslie Becker

Print Name

May 16, 2024

Date

INFORMATION RECIPIENT

Jefferson County Public Health


Kate Dean (May 15, 2024 11:01 AM)

Signature

Kate Dean

Print Name

May 15, 2024

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 governing it. 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 elsewhere in 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.
2. An Information Recipient may disclose an individual's confidential information, received, or created under this Agreement only as permitted under the *Re-Disclosure of Information* section of the Agreement, and as 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.

APPENDIX B

DATA SECURITY REQUIREMENTS

Protection of Data

The storage of Category 3 and 4 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. All manipulations or transmissions of data within the organization's network must be done securely.

The Information Recipient 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.
 - Do not consist of personal information (e.g., birthdates, pets' names, addresses, etc.).
 - Are unique and not reused across multiple systems and accounts.
 - Changed at least every 120 days.

B. Hard Disk Drives / Solid State Drives – Data stored on workstation drives:

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 Disk Drives/Solid State Drives. 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

APPENDIX B

DATA SECURITY REQUIREMENTS

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 is 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 Information Recipient, access is controlled by the DOH, who will issue authentication credentials.
2. Information Recipient will notify DOH immediately whenever:
 - a. An authorized person in possession of such credentials is terminated or otherwise leaves the employ of the Information Recipient;
 - 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 Information Recipient in any other manner unless specifically authorized within the terms of the Agreement.

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DATA SECURITY REQUIREMENTS

- a. If 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 net-book 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 Information Recipient 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.

APPENDIX B

DATA SECURITY REQUIREMENTS

G. Backup Media

The data may be backed up as part of Information Recipient'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 are 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 Information Recipient, all 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:	Is destroyed by:
Hard Disk Drives / Solid State Drives	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.

APPENDIX B

DATA SECURITY REQUIREMENTS

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.

K. Notification of Compromise or Potential Compromise

The compromise or potential compromise of the data is reported to DOH as required in Section II.C.

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 J, 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. Suppress all non-zero counts which are less than ten.

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%).

APPENDIX E

DATA DICTIONARY

Variable / Field Name	Form Name	Field Type	Field Label
record_id	foodborne_complaint	text	Record ID
date_received	foodborne_complaint	text	Date:
reporting	foodborne_complaint	radio	Please select which best applies to you
employee_name	foodborne_complaint	text	Public Health Worker's Name
employee_email	foodborne_complaint	text	Public Health Worker's Email
employee_location	foodborne_complaint	dropdown	Local Health Jurisdiction/Work Location
lhj_program	foodborne_complaint	radio	Select the program in which you work
program_other	foodborne_complaint	text	Please specify
complaint_received	foodborne_complaint	radio	How was the complaint received?
received_other	foodborne_complaint	text	Please specify
report_type	foodborne_complaint	radio	What are you reporting?
section_contact_ill	foodborne_complaint	descriptive	ABOUT YOU Please provide your contact information so staff may follow-up with you about this foodborne illness report. If reporting for someone other than yourself, fill in the information for the sick person.
section_contact_not_ill	foodborne_complaint	descriptive	ABOUT YOU Please provide us with contact information so we may follow-up with you about your food safety report.
anon	foodborne_complaint	radio	Would you like to remain anonymous?
anon_yes_warn	foodborne_complaint	descriptive	⚠ If you choose not to provide contact information, it may slow or stop an investigation.
firstname	foodborne_complaint	text	First Name
lastname	foodborne_complaint	text	Last Name
email	foodborne_complaint	text	Email
phone	foodborne_complaint	text	Phone Number

APPENDIX E

DATA DICTIONARY

age	foodborne_complaint	text	Age in Years
gender	foodborne_complaint	radio	Gender:
gender_other	foodborne_complaint	text	Other Gender:
city	foodborne_complaint	text	City of Residence
state	foodborne_complaint	dropdown	State/Province of Residence
other_state	foodborne_complaint	text	If you selected 'Other' for the previous question, please provide additional detail.
zipcode	foodborne_complaint	text	ZIP/Postal Code
section_fe_info_ill	foodborne_complaint	descriptive	FOOD ESTABLISHMENT INFORMATION Let's try to find what made you sick.
section_fe_info_not_ill	foodborne_complaint	descriptive	FOOD ESTABLISHMENT INFORMATION Where did you observe food safety concerns or issues?
establishment_name	foodborne_complaint	text	Food Establishment Name
maps	foodborne_complaint	descriptive	Find the address of the food establishment you are reporting by clicking the link below. A new tab will open. Enter the food establishment name and input all address information (including zipcode) back into this report form. https://www.google.com/maps
establishment_address	foodborne_complaint	text	Street Address or Cross Street
establishment_city	foodborne_complaint	text	City
establishment_zip	foodborne_complaint	text	Zip Code
establishment_lhj	foodborne_complaint	dropdown	Food Establishment LHJ
establishment_type	foodborne_complaint	checkbox	What type of food establishment is this?
establishment_type_other	foodborne_complaint	text	If you selected 'Other' for the previous question, please provide additional detail.
restaurant_food	foodborne_complaint	radio	Did you dine in or order takeout?
meal_delivery	foodborne_complaint	radio	If you used a meal delivery service, which service did you use?

APPENDIX E

DATA DICTIONARY

meal_delivery_other	foodborne_complaint	text	If you selected 'Other' for the previous question, please provide additional detail.
food_suspected	foodborne_complaint	notes	What food items do you suspect caused your illness? Please describe foods, beverages, including garnishes, toppings, and sauces consumed (or tasted) from the restaurant or event. Please include any meal substitutions. Consider reviewing online menus and receipts to refresh your memory.
food_suspected_date	foodborne_complaint	text	When were these food items consumed? If the suspected food(s) was consumed at multiple times, please list the earliest date/time.
fs_obs_date	foodborne_complaint	text	When did you observe or witness the food safety concerns you are reporting?
time_conversion_2	foodborne_complaint	descriptive	Time conversion chart
foodsafety_note	foodborne_complaint	notes	Please describe any observations or concerns with food safety and/or quality at [establishment_name] (if applicable):
error	foodborne_complaint	descriptive	⚠ Please correct food items consumed date, the date when you became ill cannot occur before you consumed the food.
section_ill_info	foodborne_complaint	descriptive	ILLNESS DETAILS Please give us more information to help understand what made you sick.
illpersons	foodborne_complaint	radio	Who are you reporting as ill?
illpersons_other	foodborne_complaint	text	If you selected 'Other' for the previous question, please provide additional detail.
incubation_period	foodborne_complaint	calc	Incubation Period of Illness (Hidden on Survey)
symptom_start_date	foodborne_complaint	text	When did you start feeling sick?
time_conversion	foodborne_complaint	descriptive	Time conversion chart
symptom_stop_date	foodborne_complaint	text	When did symptoms stop? Leave blank if symptoms are ongoing.
symptom	foodborne_complaint	checkbox	What symptoms did you or the person who became ill experience?
symptom_other	foodborne_complaint	text	If you selected 'Other' for the previous question, please provide additional detail.

APPENDIX E

DATA DICTIONARY

max_vomiting	foodborne_complaint	text	If you or the person who became ill had vomiting, how many times in a 24 hour period?
max_diarrhea	foodborne_complaint	text	If you or the person who became ill had diarrhea, how many times in a 24 hour period?
max_fever	foodborne_complaint	text	If you or the person who became ill had a fever, what was the highest temperature measured?
additional_illpersons	foodborne_complaint	notes	If there are any others you would like to report as ill, please list their name(s) and relationship to you.
additional_info	foodborne_complaint	notes	Please list any other information you would like to share about the illness(es) you are reporting.
section_med_info	foodborne_complaint	descriptive	MEDICAL INFORMATION Please give us more information to help better understand what made you sick.
provider_seen	foodborne_complaint	yesno	Did you or the person who became ill see a healthcare provider for this illness?
hcp_no	foodborne_complaint	descriptive	If you are still ill, please consider seeing a health care provider. Testing is a crucial part of investigating foodborne illness and allows us to better determine the source of your illness.
provider_name	foodborne_complaint	notes	Healthcare provider/facility name
provider_dateseen	foodborne_complaint	text	Date seen by a provider
provider_sample	foodborne_complaint	checkbox	Were any of the following samples collected and submitted for laboratory testing?
provider_sample_other	foodborne_complaint	text	If you selected 'Other' for the previous question, please provide additional detail.
diagnosis	foodborne_complaint	text	Was a diagnosis given by the provider? If yes, please list the diagnosis here.

APPENDIX E

DATA DICTIONARY

section_optional_3day	foodborne_complaint	descriptive	OPTIONAL 3-Day Food History People often think the last meal they ate made them sick. Foodborne illness can take up to 3 days (72 hours) or longer before you start feeling sick. When thinking about what might have caused you to become ill, it is helpful to review the food items you ate over the last several days. To help us conduct a full investigation, please complete a recent food history. Include foods that were prepared or consumed at home and all foods consumed outside the home (including restaurants, take out, delivery, community events, parties, pot-lucks, etc.).
opt_3day_yn	foodborne_complaint	radio	Would you like to provide a 3 day food history?
hx_dt_3	foodborne_complaint	text	What did you eat on
foodhistory_3	foodborne_complaint	notes	What did you eat on [hx_dt_3]? Please describe (include restaurants, meals at home, group meals like parties, etc.):
hx_dt_2	foodborne_complaint	text	What did you eat on
foodhistory_2	foodborne_complaint	notes	What did you eat on [hx_dt_2]? Please describe (include restaurants, meals at home, group meals like parties, etc.):
hx_dt_1	foodborne_complaint	text	What did you eat on
foodhistory_1	foodborne_complaint	notes	What did you eat on [hx_dt_1]? Please describe (include restaurants, meals at home, group meals like parties, etc.):
hx_dt_0	foodborne_complaint	text	What else did you eat on
foodhistory_0	foodborne_complaint	notes	What did you eat on [hx_dt_0], the same day your symptoms started? NOTE: if you started feeling sick before any meals on this day, skip this question. Please describe (include restaurants, meals at home, group meals like parties, etc.):
healthdistrict	foodborne_complaint	dropdown	LHI of Implicated Establishment (Hidden on Survey)
section_optional_exp	foodborne_complaint	descriptive	OTHER POSSIBLE EXPOSURES

APPENDIX E

DATA DICTIONARY

travel	foodborne_complaint	radio	In the 2 weeks before you got sick, did you travel outside the state of Washington?
travel_location	foodborne_complaint	text	Which country and/or state did you visit or travel from?
travel_return_dt	foodborne_complaint	text	When did you return to the US or to WA?
swim	foodborne_complaint	radio	In the 2 weeks before you got sick did you go swimming in a pool/hot tub or natural body of water (e.g. lake, river, sound, ocean, etc.)?
oth_exp_swim_2	foodborne_complaint	radio	In the 2 weeks before you got sick did you have any contact with animals (including pets and their food, animal feces, farm animals, wild animals, etc.)?
fins_advertisement	foodborne_complaint	radio	How did you hear about FINS (Foodborne Illness Notification System)?
advertisement_other	foodborne_complaint	text	If you selected 'Other' for the previous question, please provide additional detail.
lhj_responsible	lhj_follow_up	dropdown	LHJ Responsible for Follow-Up:
reviewer	lhj_follow_up	text	LHJ Reviewer Name:
follow_up_date	lhj_follow_up	text	Date of initial follow up:
follow_up_action	lhj_follow_up	dropdown	Follow up action:
follow_up_other	lhj_follow_up	text	Please specify:
fbi_related	lhj_follow_up	calc	Is this complaint FBI related? (Hidden on Survey)
outbreak	lhj_follow_up	yesno	Was/is this report associated with an outbreak?* (Hidden on Survey)
outbreak_id	lhj_follow_up	text	If yes, enter the WA DOH outbreak ID number. (Hidden on Survey)
follow_up_details	lhj_follow_up	notes	Additional follow up details:
lhj_followup	lhj_follow_up	notes	LHJ Follow Up Details:

APPENDIX F

DATA ELEMENTS – REDCAP SURVEY

Page 1

Food Safety and Foodborne Illness Complaint Form

Use this form to report a foodborne illness or food safety concern related to a food establishment (restaurant, food truck, grocery store, market, food bank, catered event) located in Washington State.

Some people may have more serious medical problems if exposed to contaminated food. If the sick person is experiencing severe symptoms, contact a healthcare provider, especially if the sick person is pregnant, elderly, immunocompromised, or an infant. Severe symptoms include bloody diarrhea, numbness or tingling around the mouth, visual changes, difficulty breathing, severe nausea and vomiting, or a fever above 102° F.

All fields with an asterisk (*) are required. Please provide as much detail as possible. One form should be completed for each person who is sick.

When completed, this report will be sent to the appropriate Local Health Department. Only authorized Public Health Staff may access the submitted information.

Privacy Note: Providing your contact information is essential for Public Health Staff to effectively respond to your report. We will not voluntarily share any information with restaurants or third parties. If we receive a Freedom of Information Act request, we will redact your personally identifying information before responding. If we are required to produce records pursuant to a court order or subpoena, you will receive notice. WA State Administrative Code RCW 42.56

Date:

Please select which best applies to you

- ☐ I am a member of the public reporting illness or a food safety concern
☐ I am a Washington Department of Health (WA DOH) or Local Health Jurisdiction (LHJ) employee entering an illness report or food safety concern for a member of the public

Public Health Worker's Name

(DOH/LHJ employees only)

Public Health Worker's Email

(DOH/LHJ employees only)

APPENDIX F

DATA ELEMENTS – REDCAP SURVEY

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Local Health Jurisdiction/Work Location

- ☐ Adams County Integrated Health Care Services
- ☐ Asotin County Public Health
- ☐ Benton-Franklin Health District
- ☐ Chelan-Douglas Health District
- ☐ Clallam County Health and Human Services
- ☐ Clark County Public Health
- ☐ Columbia County Public Health
- ☐ Cowlitz County Health and Human Services
- ☐ Garfield County Health District
- ☐ Grant County Health District
- ☐ Grays Harbor Public Health and Social Services
- ☐ Island County Public Health
- ☐ Jefferson County Public Health
- ☐ Kitsap Public Health District
- ☐ Kittitas County Public Health
- ☐ Klickitat County Public Health
- ☐ Lewis County Public Health and Social Services
- ☐ Lincoln County Health Department
- ☐ Mason County Public Health
- ☐ Northeast Tri County Health District
- ☐ Okanogan County Public Health
- ☐ Pacific County Health and Human Services
- ☐ San Juan County Health and Community Services
- ☐ Seattle and King County Public Health
- ☐ Skagit County Public Health
- ☐ Skamania County Community Health
- ☐ Snohomish County Health Department
- ☐ Spokane Regional Health District
- ☐ Tacoma - Pierce County Health Department
- ☐ Thurston County Public Health and Social Services
- ☐ Wahkiakum County Public Health and Human Services
- ☐ Walla Walla County Community Health
- ☐ Whatcom County Health Department
- ☐ Whitman County Public Health
- ☐ Yakima Health District
- ☐ Other State
- ☐ Other LHJ
- ☐ WA DOH
- (DOH/LHJ employees only)

Select the program in which you work

- ☐ Environmental Health
- ☐ Epidemiology/Communicable Disease
- ☐ Other _____
- (DOH/LHJ employees only)

How was the complaint received?

- ☐ Phone call
- ☐ Email
- ☐ In person
- ☐ Other _____
- (DOH/LHJ employees only)

What are you reporting?

- ☐ An illness related to food or a food establishment
- ☐ A food safety complaint that did not cause illness

ABOUT YOU

Please provide your contact information so staff may follow-up with you about this foodborne illness report. If reporting for someone other than yourself, fill in the information for the sick person.

ABOUT YOU

Please provide us with contact information so we may follow-up with you about your food safety report.

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DATA ELEMENTS – REDCAP SURVEY

Page 3

Would you like to remain anonymous?

- ☐ Yes
☐ No

Δ If you choose not to provide contact information, it may slow or stop an investigation.

First Name

Last Name

Email

Phone Number

Age in Years

Gender:

- ☐ Male
☐ Female
☐ Other _____

City of Residence

APPENDIX F

DATA ELEMENTS – REDCAP SURVEY

Page 4

State/Province of Residence

- ☐ Alabama ☐ Alaska
☐ Arizona ☐ Arkansas
☐ California ☐ Colorado
☐ Connecticut ☐ Delaware
☐ District of Columbia (D.C.)
☐ Florida ☐ Georgia
☐ Hawaii ☐ Idaho ☐ Illinois
☐ Indiana ☐ Iowa ☐ Kansas
☐ Kentucky ☐ Louisiana
☐ Maine ☐ Maryland
☐ Massachusetts ☐ Michigan
☐ Minnesota ☐ Mississippi
☐ Missouri ☐ Montana
☐ Nebraska ☐ Nevada
☐ New Hampshire ☐ New Jersey
☐ New Mexico ☐ New York
☐ North Carolina ☐ North Dakota
☐ Ohio ☐ Oklahoma
☐ Oregon ☐ Pennsylvania
☐ Rhode Island ☐ South Carolina
☐ South Dakota ☐ Tennessee
☐ Texas ☐ Utah ☐ Vermont
☐ Virginia ☐ Washington
☐ West Virginia ☐ Wisconsin
☐ Wyoming ☐ Other

If you selected 'Other' for the previous question,
please provide additional detail.

ZIP/Postal Code

(Please list 5 digit zip code only)

FOOD ESTABLISHMENT INFORMATION

Let's try to find what made you sick.

FOOD ESTABLISHMENT INFORMATION

Where did you observe food safety concerns or issues?

Food Establishment Name

(If related to a group event, like a wedding, list
the caterer or name of the event)

Find the address of the food establishment you are reporting by clicking the link below. A new tab will open. Enter
the food establishment name and input all address information (including zipcode) back into this report form.

<https://www.google.com/maps>

Street Address or Cross Street

City

APPENDIX F

DATA ELEMENTS – REDCAP SURVEY

Page 5

Zip Code

Food Establishment LHI

- ☐ Adams County Integrated Health Care Services
- ☐ Asotin County Public Health
- ☐ Benton-Franklin Health District
- ☐ Chelan-Douglas Health District
- ☐ Clallam County Health and Human Services
- ☐ Clark County Public Health
- ☐ Columbia County Public Health
- ☐ Cowlitz County Health and Human Services
- ☐ Garfield County Health District
- ☐ Grant County Health District
- ☐ Grays Harbor Public Health and Social Services
- ☐ Island County Public Health
- ☐ Jefferson County Public Health
- ☐ Kitsap Public Health District
- ☐ Kittitas County Public Health
- ☐ Klickitat County Public Health
- ☐ Lewis County Public Health and Social Services
- ☐ Lincoln County Health Department
- ☐ Mason County Public Health
- ☐ Northeast Tri County Health District
- ☐ Okanogan County Public Health
- ☐ Pacific County Health and Human Services
- ☐ San Juan County Health and Community Services
- ☐ Seattle and King County Public Health
- ☐ Skagit County Public Health
- ☐ Skamania County Community Health
- ☐ Snohomish County Health Department
- ☐ Spokane Regional Health District
- ☐ Tacoma - Pierce County Health Department
- ☐ Thurston County Public Health and Social Services
- ☐ Wahkiakum County Public Health and Human Services
- ☐ Walla Walla County Community Health
- ☐ Whatcom County Health Department
- ☐ Whitman County Public Health
- ☐ Yakima Health District
- ☐ WA DOH

What type of food establishment is this?

- ☐ Restaurant
- ☐ Mobile Food Unit (i.e. Food Truck)
- ☐ Convenience Store
- ☐ Grocery Store
- ☐ Caterer
- ☐ Temporary Food Establishment (TFE) (i.e. vendor at a fair or festival)
- ☐ Other _____
(Please select all that apply.)

Did you dine in or order takeout?

- ☐ Dine in
- ☐ Take out

APPENDIX F

DATA ELEMENTS – REDCAP SURVEY

Page 6

If you used a meal delivery service, which service did you use?

- ☐ DoorDash
- ☐ Uber Eats
- ☐ Grubhub
- ☐ Postmates
- ☐ Blue Apron
- ☐ Hello Fresh
- ☐ Home Chef
- ☐ Did not use
- ☐ Other _____

What food items do you suspect caused your illness?

Please describe foods, beverages, including garnishes, toppings, and sauces consumed (or tasted) from the restaurant or event. Please include any meal substitutions.

(This could include meals eaten at home, restaurants, festivals, catered events, community-based events, etc.)

Consider reviewing online menus and receipts to refresh your memory.

When were these food items consumed?

If the suspected food(s) was consumed at multiple times, please list the earliest date/time.

(Time based on 24-hour clock. Add 12 if time is after noon. For example: 1:00 p.m. is 13:00.)

When did you observe or witness the food safety concerns you are reporting?

(Time based on 24-hour clock. Add 12 if time is after noon. For example: 1:00 p.m. is 13:00.)

Time conversion chart

AM/Morning		PM/Afternoon/Evening	
Regular Time (12-hour)	Military Time (24-hour)	Regular Time (12-hour)	Military Time (24-hour)
12:00 AM (midnight)	00:00 (or 24:00)	12:00 PM (noon)	12:00
1:00 AM	01:00	1:00 PM	13:00
2:00 AM	02:00	2:00 PM	14:00
3:00 AM	03:00	3:00 PM	15:00
4:00 AM	04:00	4:00 PM	16:00
5:00 AM	05:00	5:00 PM	17:00
6:00 AM	06:00	6:00 PM	18:00
7:00 AM	07:00	7:00 PM	19:00
8:00 AM	08:00	8:00 PM	20:00
9:00 AM	09:00	9:00 PM	21:00
10:00 AM	10:00	10:00 PM	22:00
11:00 AM	11:00	11:00 PM	23:00
12:00 PM (noon)	12:00	12:00 AM (midnight)	24:00 (or 00:00)

Please describe any observations or concerns with food safety and/or quality at [establishment_name] (if applicable):

(Example: I saw a food worker make a sandwich using their bare hands.)

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△ Please correct food items consumed date, date when you became ill cannot occur before you consumed the food.

ILLNESS DETAILS

Please give us more information to help understand what made you sick.

Who are you reporting as ill?

- ☐ Myself
☐ My Spouse/Partner
☐ My Child
☐ A Relative
☐ A Friend
☐ Other
 (*Only one FINS report per person who is ill)

Incubation Period of Illness (Hidden on Survey)

When did you start feeling sick?

(Time based on 24-hour clock. Add 12 if time is after noon. For example: 1:00 p.m. is 13:00.)

Time conversion chart

AM/Morning		PM/Afternoon/Evening	
Regular Time (12-hour)	Military Time (24-hour)	Regular Time (12-hour)	Military Time (24-hour)
12:00 AM (midnight)	00:00 (or 24:00)	12:00 PM (noon)	12:00
1:00 AM	01:00	1:00 PM	13:00
2:00 AM	02:00	2:00 PM	14:00
3:00 AM	03:00	3:00 PM	15:00
4:00 AM	04:00	4:00 PM	16:00
5:00 AM	05:00	5:00 PM	17:00
6:00 AM	06:00	6:00 PM	18:00
7:00 AM	07:00	7:00 PM	19:00
8:00 AM	08:00	8:00 PM	20:00
9:00 AM	09:00	9:00 PM	21:00
10:00 AM	10:00	10:00 PM	22:00
11:00 AM	11:00	11:00 PM	23:00
12:00 PM (noon)	12:00	12:00 AM (midnight)	24:00 (or 00:00)

When did symptoms stop? Leave blank if symptoms are ongoing.

(Time based on 24-hour clock. Add 12 if time is after noon. For example: 1:00 p.m. is 13:00.)

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What symptoms did you or the person who became ill experience?

- ☐ Nausea
 - ☐ Vomiting
 - ☐ Diarrhea
 - ☐ Bloody Diarrhea
 - ☐ Abdominal Cramps
 - ☐ Fever
 - ☐ Body Aches
 - ☐ Chills
 - ☐ Fatigue
 - ☐ Headache
 - ☐ Skin Rash
 - ☐ Numbness/Tingling around the mouth
 - ☐ Other
- (Please select all that apply.)

If you or the person who became ill had vomiting, how many times in a 24 hour period?

If you or the person who became ill had diarrhea, how many times in a 24 hour period?

If you or the person who became ill had a fever, what was the highest temperature measured?

If there are any others you would like to report as ill, please list their name(s) and relationship to you.

Please list any other information you would like to share about the illness(es) you are reporting.

MEDICAL INFORMATION

Please give us more information to help better understand what made you sick.

Did you or the person who became ill see a healthcare provider for this illness?

☐ Yes ☐ No

If you are still ill, please consider seeing a health care provider. Testing is a crucial part of investigating foodborne illness and allows us to better determine the source of your illness.

Healthcare provider/facility name

Date seen by a provider

Were any of the following samples collected and submitted for laboratory testing?

- ☐ Stool
 - ☐ Vomit
 - ☐ Other
- (Please select all that apply.)

Was a diagnosis given by the provider? If yes, please list the diagnosis here.

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OPTIONAL 3-Day Food History People often think the last meal they ate made them sick. Foodborne illness can take up to 3 days (72 hours) or longer before you start feeling sick. When thinking about what might have caused you to become ill, it is helpful to review the food items you ate over the last several days. To help us conduct a full investigation, please complete a recent food history. Include foods that were prepared or consumed at home and all foods consumed outside the home (including restaurants, take out, delivery, community events, parties, potlucks, etc.).

Would you like to provide a 3 day food history?

☐ Yes ☐ No

What did you eat on

What did you eat on [hx_dt_3]?

Please describe (include restaurants, meals at home, group meals like parties, etc.):

What did you eat on

What did you eat on [hx_dt_2]?

Please describe (include restaurants, meals at home, group meals like parties, etc.):

What did you eat on

What did you eat on [hx_dt_1]?

Please describe (include restaurants, meals at home, group meals like parties, etc.):

What else did you eat on

What did you eat on [hx_dt_0], the same day your symptoms started?

NOTE: if you started feeling sick before any meals on this day, skip this question.

Please describe (include restaurants, meals at home, group meals like parties, etc.):

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LHJ of Implicated Establishment (Hidden on Survey)

- ☐ Adams County Integrated Health Care Services
☐ Asotin County Public Health
☐ Benton-Franklin Health District
☐ Chelan-Douglas Health District
☐ Clallam County Health and Human Services
☐ Clark County Public Health
☐ Columbia County Public Health
☐ Cowlitz County Health and Human Services
☐ Garfield County Health District
☐ Grant County Health District
☐ Grays Harbor Public Health and Social Services
☐ Island County Public Health
☐ Jefferson County Public Health
☐ Kitsap Public Health District
☐ Kittitas County Public Health
☐ Klickitat County Public Health
☐ Lewis County Public Health and Social Services
☐ Lincoln County Health Department
☐ Mason County Public Health
☐ Northeast Tri County Health District
☐ Okanogan County Public Health
☐ Pacific County Health and Human Services
☐ San Juan County Health and Community Services
☐ Seattle and King County Public Health
☐ Skagit County Public Health
☐ Skamania County Community Health
☐ Snohomish County Health Department
☐ Spokane Regional Health District
☐ Tacoma - Pierce County Health Department
☐ Thurston County Public Health and Social Services
☐ Wahkiakum County Public Health and Human Services
☐ Walla Walla County Community Health
☐ Whatcom County Health Department
☐ Whitman County Public Health
☐ Yakima Health District
☐ Other State
☐ Other LHJ
☐ WA DOH

OTHER POSSIBLE EXPOSURES

In the 2 weeks before you got sick, did you travel outside the state of Washington?

☐ Yes ☐ No

Which country and/or state did you visit or travel from?

When did you return to the US or to WA?

(MM/DD/YYYY)

In the 2 weeks before you got sick did you go swimming in a pool/hot tub or natural body of water (e.g. lake, river, sound, ocean, etc.)?

☐ Yes ☐ No

In the 2 weeks before you got sick did you have any contact with animals (including pets and their food, animal feces, farm animals, wild animals, etc.)?

☐ Yes ☐ No

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How did you hear about FINS (Foodborne Illness
Notification System)?

- ☐ Washington Department of Health (WA DOH) website
- ☐ FINS magnet/sticker /Advertisement
- ☐ Social media
- ☐ Web-based search (i.e. Google)
- ☐ Other _____

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