**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:

1. 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.

E. ADDITIONAL DATA USE RESTRICTIONS:

People with access to the information must sign and date the “Use and Disclosure of Confidential Information Form” (Appendix A) before accessing the information. The Information Recipient must retain a copy of the signed and dated form for each user as long as required in Data Disposition Section. The Information Recipient must forward a copy of the signed and dated form for each user to the RHINO program at [RHINO@doh.wa.gov](mailto:RHINO@doh.wa.gov) to obtain access credentials for new users.

An Information Recipient agrees to abide by the best practices for data use outlined in the [RHINO Guide](https://doh.wa.gov/sites/default/files/legacy/Documents/5230/420-255-WorkingWithRHINO.pdf?uid=62e960e581f09).

ESSENCE User Code of Conduct

System Monitoring —As an authorized user, you understand and acknowledge that your use of this system will be monitored for system management and to ensure protection against unauthorized access or use. Unauthorized access or use may subject a user to administrative, civil, criminal, or other adverse action to the extent allowed by law.

Warnings, Alerts, and Anomalies —Syndromic surveillance systems emphasize the use of statistical alerting algorithms to help users determine where to focus additional attention. Time series visualization and statistical alerts alone are generally insufficient for issuing public alerts or warnings. Users typically “drill down” to these data to assess the distribution of affected emergency department (ED) visits (or other events captured by the syndromic surveillance system) and may use additional variables such as person, place, or time and other clinical assessments. Analyses may include quality checks to confirm data are complete and accurate.

To that end, users are expected to respect the role of state and local jurisdictions and their respective authority related to public health matters within their jurisdiction by

■ Consulting a jurisdiction whose data you intend to access and use (including jurisdictions within your own) to discuss a finding or interpretation of these data before issuing a public statement or warning, taking public health action, or seeking further information from data providers within the other jurisdiction when that action includes disclosure of information derived in part or in whole from the other jurisdiction’s data\*.

■ Informing those who use your data about significant anomalies already understood or under investigation to prevent duplication of effort and unnecessary queries. This includes anomalies due to artifacts (like exercises or batched data) and those due to real local events.

Data Sharing —the design of the BioSense\*\* Platform ensures that all sites contribute data toward national syndromic surveillance (with limited details at aggregate levels) while also allowing jurisdictions to control whether and how much data are shared at local and state levels. Users are expected to act responsibly by

■ Assuming the risk and liability of any of their use or misuse of the BioSense Platform or data produced, including use that complies with third-party rights (i.e., downstream Data Use Agreements).

■ Sharing data with other authorized users in accord with applicable agreements and laws.

■ Ensuring that the use of these data is in accord with acceptable practices for ensuring the protection, confidentiality, and integrity of contents.

■ Making NO attempt to identify individuals represented in these data or data sources except as part of an authorized public health investigation follow-up and to the extent allowed by applicable law.

■ Making NO attempt to use these data where prohibited by local, state, or federal law or regulation.

■ Keeping usernames and passwords confidential; this system is intended for authorized users only.

Violation of Code of Conduct may result in CDC disallowing access to the BioSense Platform and associated data and tools within. By accepting this code of conduct, you acknowledge that you are an authorized user of the BioSense Platform and have read and understand the BioSense Platform Code of Conduct.

\*Cross-jurisdictional consultation and coordination are strongly encouraged, to assist in the interpretation of data and gain further information to inform effective public health action. While beneficial, this should not prevent a jurisdiction from exercising their authority to protect public health.

\*\*BioSense and ESSENCE are used interchangeably

Print Name: **Andrea R. Molino**



Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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