

**Data Use Agreement**  
**Between**  
**Arizona Department of Health Services (“ADHS”)**  
**And**  
**Centers for Disease Control and Prevention (“CDC”), National Healthcare Safety Network (“NHSN”)**

The ADHS and CDC/NHSN enter into this Data Use Agreement (the “Agreement”) effective \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ (“Effective Date”). CDC/NHSN and the ADHS shall be referred to individually as a “Party,” or collectively as the “Parties.”

This Agreement establishes a formal data access and data use relationship between CDC/NHSN and the ADHS. This Agreement covers individual- and institution-identifiable data, received by the CDC/NHSN subject to the Federal Privacy Act, 5 USC §§552 and 552a, from the NHSN Patient Safety Component and Healthcare Personnel Safety Component as listed in the attached document that have been voluntarily submitted to NHSN by healthcare institutions in Arizona and for which there is **no** state mandate for reporting of such individual- or institution-identifiable data (“COVERED DATA”). However, COVERED DATA shall NOT include data pertaining to federal or tribal healthcare institutions.

The Parties shall abide by all applicable Federal and State laws, rules, and regulations including, without limitation, all patient confidentiality and medical record requirements and any applicable Institutional Review Board (“IRB”) requirements.

**ARIZONA’S USES OF COVERED DATA**

ADHS agrees to use the COVERED DATA for surveillance and/or prevention purposes only (e.g., evaluating the impact of a targeted program to reduce central line-associated bloodstream infections). ADHS specifically agrees not to use the COVERED DATA obtained under this data use agreement for purpose of public reporting of institution-specific data or any regulatory or punitive actions against healthcare institutions, such as a fine or licensure action. The Parties acknowledge that COVERED DATA is limited to those data specified in the attached document, which identifies the complete set of data items, e.g., facility survey data, central line associated bloodstream infection numerator data, that ADHS will have access to as a result of this Agreement.

ADHS agrees to designate an NHSN Group Administrator and CDC/NHSN agrees to grant the ADHS designated NHSN Group Administrator access to the Arizona’s COVERED DATA. In the event that the NHSN Group Administrator leaves that role prior to assigning a replacement via the NHSN application, CDC/NHSN requires notification in writing on official letterhead from the signatory or the signatory’s successor to assure continuity.

- The designated NHSN Group Administrator for ADHS is [Shoana Anderson, Deputy Bureau Chief, Bureau of Epidemiology and Disease Control, [anderssm@azdhs.gov](mailto:anderssm@azdhs.gov), Phoenix, Arizona].

ADHS agrees that access to individual- and institution-identifiable data provided under the terms of the Agreement will be limited solely to department staff or contractors who are explicitly authorized to use those data for surveillance and/or prevention purposes only.

## DATA PROTECTIONS

CDC's legal authorities to obtain COVERED DATA from healthcare institutions are 42 U.S.C. section 241(a) (Public Health Service Act section 301(a)), pertaining to CDC's broad public health authority to conduct research and investigations, and 42 U.S.C. section 242k (Public Health Service Act section 306), pertaining to the collection of statistical data. CDC's authority to keep the COVERED DATA confidential (i.e., protected from an unauthorized release) is 42 U.S.C. section 242m (Public Health Service Act section 308(d)) and the Federal Privacy Act, 5 USC §§552 and 552a.

ADHS acknowledges that Federal statutes, including 18 U.S.C. section 1001 (providing penalties for making false statements to the Government of the United States), may be implicated if the Arizona does not protect the COVERED DATA from release pursuant to this Agreement.

ADHS acknowledges that it will be the custodian of COVERED DATA stored in its data files and, as such, will be responsible for establishing and maintaining appropriate administrative, technical, and physical safeguards to prevent unauthorized access to or use of these files, for example, security awareness training and signed rules of behavior for all persons who have access to COVERED DATA, strong passwords and auditing for all access to COVERED DATA, approved encryption of COVERED DATA stored digitally.

The State of Arizona will use the following safeguards to protect COVERED DATA stored in its data files:

- Security officer at building entrance
- Secure office area requiring key card access
- Strong, periodically changed, passwords to protected network
- Signed Confidentiality agreements by those who access network
- Restricted Network access to COVERED DATA by HAI Program
- Limited number of staff within HAI Program will access COVERED DATA
- Arizona Revised Statutes §36-661 *et seq.*

ADHS specifically agrees that, to the extent permitted by State and federal law, it will not release COVERED DATA requested under Arizona's open records laws; to media; for litigation purposes; that is proprietary and if disclosed could cause competitive harm; or to anyone other than department staff or contractors who are explicitly authorized to use those data for surveillance and/or prevention purposes only.

The State of Arizona will use safeguards to ensure COVERED DATA remains confidential, including:

- ADHS shall not use, or disclose to any third party, COVERED DATA in any manner whatsoever except for Arizona's Uses of COVERED DATA, and will require that its employees and agents who have access to COVERED DATA maintain the same in strict confidence; and
- ADHS agrees:
  - To carefully restrict use and access of information to those designated by ADHS. COVERED DATA provided is for the use of ADHS only and no copies may be made of such records to provide to other individuals or entities for other purposes;
  - To require all officers, agents, and employees with access to COVERED DATA to keep all COVERED DATA strictly confidential.

- That COVERED DATA shall only be accessed at locations which are considered physically secure for data access and use including but not limited to, specified ADHS office or other authorized State of Arizona locations. COVERED DATA shall not be accessed at any public venue.

The following Arizona statutes, regulations, or policies provide additional safeguards that protect against the release of COVERED DATA:

- Arizona Revised Statutes § 36-107  
Power to promulgate rules concerning confidential nature of records: The director shall promulgate such rules and regulations as are required by state law or federal law or regulation to protect confidential information. No names or other information of any applicant, claimant, recipient or employer shall be made available for any political, commercial or other unofficial purpose.
- Arizona Revised Statutes § 36-136(H)(11)  
Powers and duties of director; compensation of personnel: The director, by rule, shall prescribe reasonably necessary measures to keep confidential information relating to diagnostic findings and treatment of patients, as well as information relating to contacts, suspects and associates of communicable disease patients. In no event shall confidential information be made available for political or commercial purposes.
- Arizona Revised Statutes § 36-661 *et seq.*  
Confidentiality, exceptions: A person who obtains communicable disease related information in the course of providing a health service or obtains that information from a health care provider pursuant to an authorization shall not disclose or be compelled to disclose that information...
- Arizona Revised Statutes § 41-4172  
Anti-identification procedures: A governmental agency shall develop and establish commercially reasonable procedures to ensure that entity identifying information or personal identifying information that is collected or obtained by the governmental agency is secure and cannot be accessed, viewed or acquired unless authorized by law.

ADHS agrees to inform CDC/NHSN in advance of any forthcoming changes to Arizona law(s) that will reduce legal safeguards that protect against release of COVERED DATA. ADHS acknowledges that CDC/NHSN may terminate the Agreement as a result of this information.

## **PROVISION AND MANAGEMENT OF THE DATA**

ADHS acknowledges that its access to COVERED DATA will be for adverse healthcare events and/or processes of care that occur subsequent to signing this agreement, specifically occurring on or after the first day of the fourth month following the signing date. COVERED DATA reported to NHSN for prior events or processes will not be accessible.

ADHS acknowledges that CDC/NHSN will provide a time-limited opportunity for healthcare institutions participating in NHSN in their jurisdiction to opt out of reporting COVERED DATA to NHSN.

ADHS acknowledges that CDC/NHSN will notify newly enrolling institutions of the provisions of this Data Use Agreement so that enrolling institutions will have full knowledge of how their COVERED DATA will be used by the ADHS and can opt out of providing COVERED DATA to NHSN.

ADHS agrees to notify CDC in the event that the ADHS is obligated or chooses to release COVERED DATA for a purpose other than surveillance and prevention.

**TERM AND TERMINATION OF AGREEMENT**

This Agreement shall be effective for a period of 5 years beginning on the Agreement Effective Date, The Agreement may be terminated before the 5-year period upon submission by either Party of written notice by Signatory or Signatory successor, in which case the Agreement shall cease 5 days after the date that CDC/NHSN submits the notice to the ADHS OR 5 days after CDC/NHSN receives a notice submitted by the ADHS.

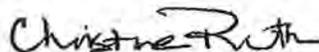
In addition, upon CDC/NHSN's knowledge of a pattern or practice that constitutes a material breach of this Agreement by ADHS, CDC/NHSN may immediately and unilaterally terminate this Agreement.

CDC requires that in the absence of a conflict with Arizona law the ADHS must delete or otherwise destroy COVERED DATA stored in its files within one year of the conclusion of this Agreement or a successor Agreement. CDC will retain all COVERED DATA in its files.

NOW, THEREFORE, by signing below, the Parties agree that they have read, understand, and agree to the conditions set forth above:

**Arizona Department of Health Services**

Christine Ruth



Chief Procurement Office

Date October 29, 2012

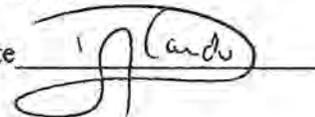
ADHS Agreement #: AGR2013-030

**CDC/NHSN**

Denise Cardo, M.D.

Director, CDC Division of Healthcare Quality Promotion

Date



Kenneth Komatsu



State Epidemiologist

Date October 29, 2012