



**Data Use Agreement
Between**

CLERK OF COMMISSIONERS COURT

Harris County, Texas, acting on behalf of Harris County Public Health

And

**Centers for Disease Control and Prevention ("CDC"), National Healthcare Safety Network
("NHSN")**

The Harris County, Texas, acting on behalf of Harris County Public Health (HCPH) and CDC/NHSN enter into this Data Use Agreement (the "Agreement") effective 12 / 18 / 2018 ("Effective Date"). CDC/NHSN and the HCPH 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 HCPH. 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, Healthcare Personnel Safety Component, and Dialysis Component as listed in the attached document that have been voluntarily submitted to NHSN by healthcare institutions in Harris County, Texas and for which there is no State or applicable local 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.

STATE'S OR MUNICIPALITY'S USES OF COVERED DATA

HCPH 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). HCPH 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 HCPH will have access to as a result of this Agreement.

HCPH agrees to designate an NHSN Group Administrator and CDC/NHSN agrees to grant the State's designated NHSN Group Administrator access to the State'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 HCPH is Larissa Singletary, Epidemiologist, Larissa.Singletary@phs.hctx.net, Houston, TX.

HCPH 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.

HCPH 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 State does not protect the COVERED DATA from release pursuant to this Agreement.

HCPH 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 or municipality will use the following safeguards to protect COVERED DATA stored in its data files:

HCPH shall take appropriate steps to maintain security of the COVERED DATA including storage on an HCPH network which can be accessed only on password-protected computers

HCPH shall not share COVERED DATA with any HCPH employees who do not have a need to access these data in order to perform their job duties

HCPH shall maintain COVERED DATA in accordance with safeguards and access under the Texas Health and Safety Codes

HCPH specifically agrees that, to the extent permitted by local, State and federal law, it will not release COVERED DATA requested under a State's or municipality'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 following State or municipal statutes, regulations, or policies provide additional safeguards that protect against the release of COVERED DATA:

Texas Health and Safety Code Chapter 81
Texas Health and Safety Code Chapter 161
Texas Health and Safety Code Chapter 181
Texas Occupations Code Chapter 159



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

PROVISION AND MANAGEMENT OF THE DATA

HCPH 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.

HCPH agrees to notify CDC in the event that the HCPH 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 HCPH OR 5 days after CDC/NHSN receives a notice submitted by the HCPH.

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

CDC requires that in the absence of a conflict with State or local law the HCPH 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:

Harris County, Texas

CDC/NHSN

Signature Ed Emmett
CR

Ed Emmett
County Judge

Signature Daniel A. Pollock

Daniel A. Pollock, M.D.
Branch Chief, Surveillance Branch
CDC Division of Healthcare Quality
Promotion

Date DEC 18 2018

Date 11/19/2018

Approved: [Signature]
Signature



Umair A. Shah, MD, MPH
Executive Director, Harris County Public Health

Approved as to legal form:

Vince Ryan

By:


Marva Gay

Assistant County Attorney



THE STATE OF TEXAS §

COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on DEC 18 2018, with the following members present:

Ed Emmett	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent: none, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING A DATA USE AGREEMENT BETWEEN HARRIS COUNTY AND CENTERS FOR DISEASE CONTROL AND PREVENTION, NATIONAL HEALTHCARE SAFETY NETWORK

Commissioner Cagle introduced an order and moved that Commissioners Court adopt the order. Commissioner Morman seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Emmett	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Morman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The meeting chair announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that the County Judge is authorized to execute a Date Use Agreement between Harris County and Centers for Disease Control and Prevention, National Healthcare Safety Network. The Agreement is attached hereto and incorporated herein as if set out in full word for word. Harris County Public Health is authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

DEC 18 2018
APPROVE C/M
Recorded Vol _____ Page _____