



**Data Use Agreement  
Between**

Louisiana Department of Health and Hospitals, Infectious Disease Epidemiology Section  
**And**  
**Centers for Disease Control and Prevention (“CDC”),  
National Healthcare Safety Network (“NHSN”)**

The Louisiana Department of Health, Infectious Disease Epidemiology Section and CDC/NHSN enter into this Data Use Agreement (the “Agreement”) effective 04/17/2012 (“Effective Date”). CDC/NHSN and Louisiana Department of Health, Infectious Disease Epidemiology Section 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 Louisiana Department of Health, Infectious Disease Epidemiology Section. 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 Louisiana 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. COVERED DATA shall be congruent to Centers for Medicare and Medicaid Services (CMS) Hospital Inpatient Prospective Payment System (IPPS) Rules as filed with the most current Federal Register.

**STATE’S USES OF COVERED DATA**

Louisiana Department of Health, Infectious Disease Epidemiology Section 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). *Louisiana Department of Health, Infectious Disease Epidemiology Section* 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 *Louisiana Department of Health, Infectious Disease Epidemiology Section* will have access to as a result of this Agreement.

Louisiana Department of Health, Infectious Disease Epidemiology Section 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 Louisiana Department of Health, Infectious Disease Epidemiology Section is Dr. Raoult Ratard, State Epidemiologist, Raoult.Ratard@LA.GOV, New Orleans, LA.

Louisiana Department of Health, Infectious Disease Epidemiology Section 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.

Louisiana Department of Health, Infectious Disease Epidemiology Section 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.

Louisiana Department of Health, Infectious Disease Epidemiology Section 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 will use the following safeguards to protect COVERED DATA stored in its data files:

**TITLE 40  
PUBLIC HEALTH AND SAFETY  
CHAPTER 1. DIVISION OF HEALTH AND HEALTH OFFICERS  
PART I. STATE DIVISION OF HEALTH**

**§3.1. Confidentiality of public health investigations; prohibited disclosure and discovery; civil penalties**

A. All records of interviews, questionnaires, reports, statements, notes, and memoranda procured by and prepared by employees or agents of the office of public health or by any other person, agency, or organization acting jointly with that office, including public or private colleges and universities, in connection with special morbidity and mortality studies and research investigations to determine any cause or condition of health, and any documents, records, or other information produced or given to the state health officer in response to a court order issued pursuant to R.S. 40:8, hereinafter referred to as "confidential data", are confidential and shall be used solely for statistical, scientific, and medical research purposes relating to the cause or condition of health, or for the purposes of furthering an investigation pursuant to R.S. 40:8, except as otherwise provided in this Section.

Louisiana Department of Health, Infectious Disease Epidemiology Section specifically agrees that, to the extent permitted by State and federal law, it will not release COVERED DATA requested under a State'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 statutes, regulations, or policies provide additional safeguards that protect against the release of COVERED DATA:

**TITLE 40**  
**PUBLIC HEALTH AND SAFETY**  
**CHAPTER 1. DIVISION OF HEALTH AND HEALTH OFFICERS**  
**PART I. STATE DIVISION OF HEALTH**

- B. All confidential data shall be made available to the state health officer when necessary for the purpose of controlling nuisances dangerous to the public health, including but not limited to communicable, contagious, and infectious diseases, as well as illnesses, diseases, and genetic disorders or abnormalities.
- C. The office of public health shall promulgate rules and regulations in accordance with the Administrative Procedure Act to specify the extent to which confidential data may be disclosed to other local, state, or federal public health or environmental agencies, or to corroborating medical researchers, when the confidential information is necessary to carry out the duties of the agency or researcher in the investigation, control, or surveillance of disease, as determined by the office of public health.
- D. Any disclosure authorized by Subsection C above shall include only the information necessary for the stated purpose of the requested disclosure, and shall be made only upon written agreement that the information will be kept confidential and will not be further disclosed without written authorization of the office of public health.
- E. The furnishing of confidential data in accordance with this Section, including the furnishing or production of documents, records, or other information in good faith in compliance with a court order issued pursuant to R.S. 40:8, shall not expose any person, agency, or entity furnishing data to liability and shall not be considered to be the violation of any privileged or confidential relationship.
- F. No part of the confidential data in the possession of the office of public health or the state health officer shall be available for subpoena nor shall it be disclosed, discoverable, or compelled to be produced in any civil, criminal, administrative, or other proceeding, nor shall such records be deemed admissible as evidence in any civil, criminal, administrative, or other tribunal or court for any reason.
- G. Any person who intentionally discloses the content of any confidential data to any third party, except as authorized in this Section, shall be subject to a civil penalty in an amount not less than one thousand dollars and not more than five thousand dollars plus court costs, which shall be paid to the person whose record was unlawfully disclosed. Nothing in this Section shall prevent a person damaged by an unauthorized intentional disclosure from collecting civil damages to the extent of any actual damages suffered because of such a disclosure.
- H. Nothing in this Section shall prohibit the publishing by the office of public health of statistical compilations relating to morbidity and mortality studies which do not identify individual cases and sources of information or religious affiliations.

Acts 1990, No. 59, § 1, eff. July 26, 1990; Acts 1999, No. 667, § 1.

Louisiana Department of Health, Infectious Disease Epidemiology Section agrees to inform CDC/NHSN in advance of any forthcoming changes to State law(s) that will reduce legal safeguards that protect against release of COVERED DATA. Louisiana Department of Health, Infectious Disease Epidemiology Section acknowledges that CDC/NHSN may terminate the Agreement as a result of this information.



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

Louisiana Department of Health, Infectious Disease Epidemiology Section 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.

Louisiana Department of Health, Infectious Disease Epidemiology Section acknowledges that CDC/NHSN will provide a time-limited, three (3) month opportunity for healthcare institutions participating in NHSN in their jurisdiction to opt out of reporting COVERED DATA to NHSN.

Louisiana Department of Health, Infectious Disease Epidemiology Section 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 Louisiana Department of Health, Infectious Disease Epidemiology Section and can opt out of providing COVERED DATA to NHSN.

*Louisiana Department of Health, Infectious Disease Epidemiology Section* agrees to notify CDC in the event that the Louisiana Department of Health, Infectious Disease Epidemiology Section is obligated or chooses to release COVERED DATA for a purpose other than surveillance and prevention.

In addition to the Infectious Disease Epidemiology Section of Louisiana Department of Health, Office of Public Health Information Technology Help Desk Department Head may assist with the management and protection of the data with regard to NHSN digital certificates and data security measures.

## **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 Louisiana Department of Health, Infectious Disease Epidemiology Section OR 5 days after CDC/NHSN receives a notice submitted by the Louisiana Department of Health, Infectious Disease Epidemiology Section.

In addition, upon CDC/NHSN's knowledge of a pattern or practice that constitutes a material breach of this Agreement by Louisiana Department of Health, Infectious Disease Epidemiology Section, CDC/NHSN may immediately and unilaterally terminate this Agreement.

CDC requires that in the absence of a conflict with State law the Louisiana Department of Health, Infectious Disease Epidemiology Section 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:



Louisiana Department of Health  
Infectious Disease Epidemiology Section

CDC/NHSN

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Signature

Raoult C. Ratard, MD MS MPH  
State Epidemiologist

Date April 17, 2012

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Signature

Director, CDC Division of Healthcare  
Quality Promotion

Date April 30, 2012