



Data Use Agreement
Between
Southern Nevada Health District
And
Centers for Disease Control and Prevention ("CDC"), National Healthcare Safety
Network ("NHSN")

The Southern Nevada Health District ("Health District") and CDC/NHSN enter into this Data Use Agreement (the "Agreement") effective October 1st, 2018 ("Effective Date"). CDC/NHSN and Southern Nevada Health District, a political subdivision of the State of Nevada and the public health authority for Clark County, Nevada ("Health District"), 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 Health District. 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 Clark County, Nevada, 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.

I. STATE'S OR MUNICIPALITY' S USES OF COVERED DATA

Health District agrees to use the Covered Data for public health surveillance and/or prevention purposes only (e.g., evaluating the impact of a targeted program to reduce central line-associated bloodstream infections). Health District specifically agrees not to use the Covered Data obtained under this Agreement for the 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 Health District will have access to as a result of this Agreement.

Health District 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 Health District is Zuwen Qiu-Shultz, Epidemiologist, [Qiu@Health District.ORG](mailto:Qiu@HealthDistrict.ORG), Las Vegas, Nevada.



Health District 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 expressly authorized to use those data for surveillance and/or prevention purposes only.

II. 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.

Health District 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.

Health District 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, e.g., 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, and approved encryption of Covered Data stored digitally.

Health District will use the following safeguards to protect Covered Data stored in its data files:

- Health District shall take appropriate steps to maintain security of the Covered Data including storage on a Health District network which can be accessed only on password-protected computers.
- Health District shall not share Covered Data with any Health District employees who do not have a need to access these data in order to perform their job duties.
- Health District shall maintain Covered Data in accordance with safeguards and access under the Nevada Statutes, Chapter 439 - Administration of Public Health.

Health District 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:

NRS 205.4617 "Personal identifying information" defined. NRS 603A.040 "Personal information" defined.



NRS 439.538 Electronic transmission of health information: Exemption from state law concerning privacy or confidentiality of certain health information; ability of person to opt out of electronic disclosure of certain health information.

NRS 439.589 Adoption of regulations to prescribe standards relating to electronic health records, health-related information and health information exchanges.

NRS 439.590 Limitations on use, release or publication of certain information; penalty for unauthorized access to electronic health record or health information exchange; establishment of complaint system.

NRS 439.591 Patient not required to participate in health information exchange; notification to patient of breach of confidentiality of electronic health records or health information exchange; patient access to electronic health records.

NRS 439.592 Electronic health records, electronic signatures and electronically transmitted or retrieved health information deemed to comply with certain writing and signature requirements; information maintained or transmitted in electronic health record or retrieved by a health information exchange deemed to comply with certain confidentiality requirements; exception.

NRS 439.840 Reports of sentinel events; Duties of Division; confidentiality.

NRS 439.843 Annual summaries of reports of sentinel events; compilation by Division; confidentiality; posting of patient safety plans by Department on Internet website.

Health District 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. Health District acknowledges that CDC/NHSN may terminate the Agreement as a result of this information.

III. PROVISION AND MANAGEMENT OF THE DATA

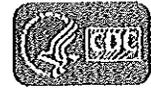
Health District acknowledges that its access to Covered Data will be for adverse healthcare events and/or processes of care that occur subsequent to signing this Agreement, specifically occurring on or after the first day of the fourth month following the signing date. Covered Data reported to NHSN for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

Health District agrees to notify CDC in the event that the Health District is obligated or chooses to release Covered Data for a purpose other than surveillance and prevention.

IV. 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 business days after the date that CDC/NHSN submits the notice to the Health District or 5 business days after CDC/NHSN receives a notice submitted by the Health District.

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



CDC requires that in the absence of a conflict with state or local law, the Health District 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.

SOUTHERN NEVADA HEALTH DISTRICT

CDC/NHSN

Signature: *Andrew J. Glass*
Andrew J. Glass, FACHE, MS
Director of Administration
Southern Nevada Health District

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

Date: 6/7/18

Date: 6/18/2018