

Data Use Agreement
Between
[County of Monterey]
And
Centers for Disease Control and Prevention (“CDC”), National Healthcare Safety Network (“NHSN”)

The [County of Monterey] and CDC/NHSN enter into this Data Use Agreement (the “Agreement”) effective ____/____/____ (“Effective Date”). CDC/NHSN and the [County of Monterey] 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 [County of Monterey]. 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, Dialysis Component, and Outpatient Procedure Component as listed in the attached document that have been voluntarily submitted to NHSN by healthcare institutions in [California] 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 laws, rules, and regulations including, without limitation, all patient confidentiality and medical record requirements and any applicable Institutional Review Board (“IRB”) requirements.

STATE/MUNICIPALITY USE OF COVERED DATA

[County of Monterey] 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). [County of Monterey] specifically agrees not to use the COVERED DATA obtained under this 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 [County of Monterey] will have access to as a result of this Agreement.

[County of Monterey] agrees to designate an NHSN Group Administrator and CDC/NHSN agrees to grant the designated NHSN Group Administrator access to the jurisdiction’s COVERED DATA. In the event that the NHSN Group Administrator leaves that role prior to assigning a replacement via the NHSN application, [Department of Health] must notify CDC/NHSN in writing on official letterhead to ensure continuity.

- The designated NHSN Group Administrator for [County of Monterey] is [Diksha Ramnani, Supervising Public Health Epidemiologist, ramnanid@countyofmonterey.gov, Salinas and California.

[County of Monterey] 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. § 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. § 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. § 242m (Public Health Service Act section 308(d)) and the Federal Privacy Act, 5 USC §§ 552 and 552a.

[County of Monterey] 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, and approved encryption of COVERED DATA stored digitally.

Where COVERED DATA provided pursuant to this Agreement are identifiable or potentially identifiable, [Department of Health] agrees to maintain the confidentiality of the COVERED DATA to the fullest extent required by applicable law. [Department of Health] further agrees to not disclose such COVERED DATA, including, but not limited to, names and other identifying information of persons who are the subject of such COVERED DATA, either during the term of this Agreement or longer, except as consistent with this Agreement.

Except as may be provided for in this Agreement, [Department of Health] shall not use the information from COVERED DATA to link to other data nor establish contact with any potentially identified person or his/her family nor establish contact with the persons represented in the data without prior written approval from the CDC/NHSN.

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

- **[Administrative Safeguards:**
 - All staff and contractors with access to COVERED DATA must complete annual privacy awareness training.
 - Signed confidentiality agreements and rules of behavior are required for all individuals handling COVERED DATA.
 - Access to COVERED DATA is granted based on role-specific needs and is periodically reviewed.
- **Technical Safeguards:**
 - COVERED DATA is stored in secure databases with access restricted through multi-factor authentication.
 - Strong passwords are mandated and regularly updated. Regular audits of access logs are conducted to monitor and detect unauthorized activity.
 - Data is encrypted during storage and transmission using federally approved encryption protocols.
- **Physical Safeguards:**

- Facilities housing servers with COVERED DATA are secured with controlled access, such as keycards or biometric systems.
- Workstations used to access COVERED DATA are equipped with screen locks and other physical security measures and are located in restricted access areas.
- Backup systems are stored in secure, off-site locations with restricted access.

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[County of Monterey] 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:

- **California Confidentiality of Medical Information Act (CMIA):** Ensures the confidentiality of medical records and limits disclosures to authorized purposes.
- **California Consumer Privacy Act (CCPA):** Protects sensitive personal information and restricts unauthorized data sharing.
- **HIPAA Compliance Policies:** Adhere to federal HIPAA regulations for safeguarding health information.
- **Monterey County Data Security Policy:** Implements local policies for secure storage, access controls, and data retention.

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[County of Monterey] agrees to the best of its knowledge 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. [County of Monterey] acknowledges that CDC/NHSN may terminate the Agreement as a result of this information.

PROVISION AND MANAGEMENT OF THE DATA

[County of Monterey] 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.

[County of Monterey] agrees to notify CDC in writing prior to releasing COVERED DATA to a third party in the event that the [County of Monterey] is obligated pursuant to a judicial, governmental or other request under law 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 Effective Date. Either Party may terminate the Agreement before the 5-year period upon submission by giving advance written notice. In such an event of early termination, the Agreement shall terminate 5 days after the date that CDC/NHSN submits the notice to the [Department of Health] OR 5 days after CDC/NHSN receives a notice submitted by the [County of Monterey].

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

CDC requires that in the absence of a conflict with State or local law the [County of Monterey] 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:

[County of Monterey]

CDC/NHSN

Signature_____

**State or local Healthcare-Associated
Infection Coordinator**

**[Elsa Mendoza Jimenez
Director of Health Services]**

Signature_____

**Andrea L. Benin, MD.
Branch Chief
CDC/Surveillance Branch
Division of Healthcare Quality Promotion**

Date_____

Date_____

Red= State or municipality to fill in appropriate information