



**FDOH Healthcare-Associated Infection Prevention Program:
Data Use Agreement for
FDOH National Healthcare Safety Network User Group**

Instructions

1. The language contained in this agreement cannot be edited or altered in any form without permission.
2. Only a duly appointed representative from a health system or hospital may sign this Data Use Agreement.
3. Please return this signed Data Use Agreement by mail, or fax a signed copy to:

Erin Mahler
HAI Administrative Assistant
Bureau of Epidemiology
Florida Department of Health
4052 Bald Cypress Way, Bin A-12
Tallahassee, Florida 32399-1720
Fax: 850-922-9299

4. Once the Data Use Agreement is accepted it will be signed by FDOH, and we will mail a signed copy back to you.

**Florida Department of Health HAI Prevention Program:
Data Use Agreement**

1. This Data Use Agreement (DUA) is made by and between Florida Department of Health (FDOH) and the organization named below (hereinafter termed “Participating Organization”) as well as any hospitals listed under item 9 on page 2 of this Data Use Agreement.

VERY IMPORTANT: Type or write in the name of the Participating Organization above. If more than one hospital is represented, list the name of the entire health system above, and under item 9 of this Data Use Agreement, LIST THE NAME OF EACH INDIVIDUAL HOSPITAL for which data will be submitted.

2. This DUA specifies the terms and conditions of Participating Organization’s joining the FDOH User Group in the National Healthcare Safety Network hereinafter termed the “NHSN”. Joining this User Group means that certain specified data elements that it enters in NHSN will be accessible to the Healthcare-associated Infection Prevention Program (HAI).
3. The NHSN will serve as a central repository of HAI Prevention data that will be used to support HAI Prevention-related quality improvement initiatives and to evaluate the impact of Healthcare-associated Infection Prevention Program initiatives on hospital processes and outcomes.

The NHSN is a surveillance system designed and operated by the Centers for Disease Control (CDC) for tracking healthcare-associated infections. FDOH will employ the “User Group” function of the NHSN to retrieve Participating Organization’s HAI data.

4. Participating Organizations will provide their data to the FDOH User Group for analysis and reporting according to the terms specified in this DUA for HAI prevention related quality improvement initiatives.

By agreeing to participate in the Group, each Participating Organization agrees to make a good faith effort to provide data, as specified by the data specifications outlined by CDC for inclusion in the NHSN (collectively referred to as the “Data”), in the patient safety component. Hospitals participating in prevention collaboratives are required to update their data on a monthly basis.

5. In accordance with Section 304, 306, and 308(d) of the Public Health Service Act (42 USC 242b, 242k, and 242m(d)), FDOH agrees to establish appropriate and necessary administrative, technical, and physical procedures and safeguards including limiting access and appropriate staff training to protect the confidentiality of the data and to prevent the unauthorized use or access to it. In addition, such confidential data provided to the FDOH User Group remains confidential as well as being exempt from disclosure under Florida’s public record law. § 381.0055(1)- (2), F.S.

6. Funding for the FDOH HAI Prevention Program and the NHSN is provided by CDC.

7. Participating Organization’s data files will be used by FDOH for the following purposes to:

- a) conduct data validation;
- b) measure the progress of the collaboratives; and
- c) share with other Participating Organizations and HAI Advisory Board in an aggregate format to protect the individual identity of all users Data.

8. FDOH agrees to use the Data submitted by Participating Organization only for the purposes stated in this agreement and to protect the identity of individual hospital data.

9. If Participating Organization represents **more than one hospital**, use the space below to **TYPE OR WRITE THE NAME OF EACH INDIVIDUAL HOSPITAL AND ITS LOCATION (CITY AND STATE)** which is represented by Participating Organization and therefore covered under this Data Use Agreement. **Attach additional sheet if necessary.**

PLEASE SIGN, COMPLETE THE INFORMATION BELOW, AND FAX ALL PAGES OF THIS DATA USE AGREEMENT BACK TO FDOH.

The undersigned individual hereby attests that he/she is duly authorized to represent the Participating Organization and all hospitals listed under item 9, and in so doing, enters into this Data Use Agreement on behalf of the Participating Organization and the hospitals listed under item 9 and agrees to all the terms specified herein.

Name: _____

Title: _____

(Signature)

(Date)

Name and address of person from Participating Organization who should be sent the completed Data Use Agreement once it is signed by FDOH:

Name of contact (*if different from above*): _____

Title (*if different from above*): _____

Address: _____

Phone number: _____

Fax number: _____

Email address: _____

THIS SECTION IS TO BE COMPLETED BY FDOH AFTER IT RECEIVES PARTICIPATING ORGANIZATION'S COMPLETE AND SIGNED DATA USE AGREEMENT.

The undersigned individual hereby attests that he/she is duly authorized to represent FDOH, and, in so doing, enters into this Data Use Agreement and agrees to all the terms specified herein.

Mary Hilton, MNO
Acting Bureau Chief, Bureau of Epidemiology, Florida Department of Health

(Signature)

(Date)

NAME OF HOSPITAL REPRESENTED

LOCATION (CITY & State)