

**States Targeting Reduction in Infections via Engagement (STRIVE)**  
**Data Use Agreement**  
**Between**  
[[SHD, SHA, QIN/QIO]]  
**And**  
**Health Research and Educational Trust (HRET)**

The [[SHD, SHA, QIN/QIO]] and the Health Research & Educational Trust (HRET) enter into this Data Use Agreement (the “Agreement”) effective \_\_\_\_/\_\_\_\_/\_\_\_\_ (“Effective Date”). HRET and the [[SHD, SHA, QIN/QIO]] shall be referred to individually as a “Party,” or collectively as the “Parties.”

This agreement sets forth the terms and conditions pursuant to which the Health Research & Educational Trust will access, use, and disclose the data covered by this Agreement. This Agreement covers the following institution-identifiable data (hereinafter referred to as COVERED DATA), which has been received by the [[SHD, SHA, QIN/QIO]], from individual hospitals and units within hospitals. This agreement does not cover patient-identifiable data.

COVERED DATA (select all that apply)

- Healthcare-associated infection (HAI) data, including hospital annual survey data, location-specific counts of infections, patient days, and device days, and infection-level data (excluding patient identifiers), as submitted to the Centers for Disease Control and Prevention (CDC)’s National Healthcare Safety Network (NHSN) by the facility, shared with the [[SHD, SHA, QIN/QIO]] via the Group function within NHSN, and extracted from NHSN by the [[SHD, SHA, QIN/QIO]]
- Infection Control Assessment and Response (ICAR) data, as collected by the State Health Department (SHD)
- Other data (describe)

**PURPOSE**

HRET of the American Hospital Association (AHA) is conducting a three-year initiative called “**States Targeting Reduction in Infections via Engagement (STRIVE)**” to improve the implementation of infection prevention and control efforts in short-stay and long-term acute care hospitals in the United States. The project will work with state hospital associations (SHAs), state health departments (SHDs), Quality Innovation Network-Quality Improvement Organizations (QIN-QIOs) and other relevant partners to foster collaborative relationships and provide technical assistance to short-stay and long-term acute care hospitals to improve infection prevention and control. The overall project goal is to accelerate current strategies to:

1. Achieve reductions in the overall burden of HAIs
2. Strengthen infection control practices by facilitating the use of the CDC ICAR tool to identify potential areas for improvement
3. Build and strengthen working relationships between SHAs, SHDs, and QIN-QIOs to ensure consistency in communication and alignment of infection prevention activities in targeted hospitals
4. Improve implementation of infection control practices in existing and newly constructed healthcare facilities

**HRET’s USES OF COVERED DATA**

HRET agrees to use the COVERED DATA for infection prevention and quality improvement purposes only, in support of the CDC-funded project entitled “Engaging Partners in Infection Prevention and Control in Acute Care Hospitals”, described above. The covered data will be used to tailor project educational offerings, to support overall program evaluation, and to monitor progress throughout the program

HRET specifically agrees not to disclose the COVERED DATA obtained under this data use agreement to any organization not involved in this initiative. The Parties acknowledge that COVERED DATA is limited to those data specified in Appendix A, which identifies the complete set of data items that HRET will have access to as a result of this Agreement.

HRET agrees that access to the COVERED DATA provided under the terms of the Agreement will be limited solely to HRET staff or subcontractors who are explicitly authorized to use those data for the program purposes only. All such staff and subcontractors will sign a data confidentiality agreement, maintained by HRET, indicating their agreement with and adherence to the data use provisions.

The Director of Data, Mariana Leshner (mlesher@aha.org), or designee, shall serve as the data steward, with overall responsibility for the security of the data in accordance with this agreement.

## **DATA PROTECTIONS**

HRET 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.

HRET, as a division of the American Hospital Association, abides by the information security policy for AHA, which includes formal policies and procedures consistent with applicable laws, Executive Orders, directives, policies, regulations, standards, and guidance in support of security assessment and authorization. These policies and procedures address purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance, and they facilitate the effective implementation of security assessment and authorization.

The SHA/SHD/QIN-QIO shall monthly, or more frequently as needed, transmit the COVERED DATA to HRET by direct, secure upload to HRET’s data system, encrypted email, or another equally secure and confidential manner.

## **TERM AND TERMINATION OF AGREEMENT**

This Agreement shall be effective for a period of [INSERT APPROPRIATE PERIOD] beginning on the Agreement Effective Date, The Agreement may be terminated before the 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 HRET submits the notice to the *[[SHD, SHA, QIN/QIO]]* OR 5 days after HRET receives a notice submitted by the *[[SHD, SHA, QIN/QIO]]*. This agreement may be terminated if the *[[SHD, SHA, QIN/QIO]]* withdraws its hospitals from participation in the program, or if a contract ends.

HRET must delete or otherwise destroy COVERED DATA stored in its files within one year of the conclusion of this Agreement or a successor Agreement.

NOW, THEREFORE, by signing below, the Parties agree that they have read, understand, and agree to the conditions set forth above:

[[SHD, SHA, QIN/QIO]]

HRET

**[Insert Title]**

**[Insert Title]**

Date \_\_\_\_\_

Date \_\_\_\_\_