



COMMONWEALTH of VIRGINIA

Department of Health

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Syndromic Surveillance
MEMORANDUM OF AGREEMENT
Between the Virginia Department of Health
and the _____

This Memorandum of Agreement (“MOA”) is entered into by and between the Virginia Department of Health (hereinafter referred to as “VDH”) and _____ (hereinafter referred to as “Entity”). Its purpose is to identify each party’s responsibility regarding participation in syndromic surveillance data submission to VDH. This agreement is made and entered into as of _____ (“Date”).

ARTICLE I – PURPOSE

VDH conducts enhanced disease surveillance using information gathered from healthcare providers for the detection and monitoring of events of public health importance. Early identification of significant public health events initiates faster response and intervention, enhances disease prevention, and ultimately provides greater protection for Virginia’s residents and visitors. The submission of syndromic surveillance data to VDH is a supported measure of the Centers for Medicare and Medicaid Services (CMS) program “Promoting Interoperability” for healthcare providers to implement, upgrade, and demonstrate meaningful use of certified electronic health record technology. Participation in this syndromic surveillance activity does not replace reporting of reportable disease conditions outlined in § 32.1-36 of the *Code of Virginia*.

ARTICLE II – PUBLIC HEALTH AUTHORITY

Health laws of Virginia allow VDH to collect additional information for the purpose of disease surveillance. Specifically, § 32.1-37.C of the *Code of Virginia* states that “*The person in charge of any medical care facility, residential or day program, service or facility licensed or operated by any agency of the Commonwealth, school, or summer camp as defined in § 35.1-1 may also voluntarily report additional information, including individual cases of communicable diseases, at the request of the Department of Health for special surveillance or other epidemiological studies.*” In addition, the *Code of Virginia* § 32.1-38, states that “*Any person making a report or disclosure required or authorized by this chapter, including any voluntary reports submitted at the request of the Department of Health for special surveillance or other epidemiological studies, shall be immune from civil liability or criminal penalty connected therewith unless such person acted with gross negligence or malicious intent.*”

Regarding the investigation of disease, § 32.1-39 of the *Code of Virginia* states that “*The Board shall provide for the surveillance of and investigation into all preventable diseases and epidemics in this Commonwealth and into the means for the prevention of such diseases and epidemics.*” The authority to examine medical records is provided by § 32.1-40 which states “... *every person in charge of any medical care facility shall permit the Commissioner or his designee to examine and review any medical records in the course of investigation, research or studies of diseases or deaths of public health importance.*”

Further, the federal Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule 45 CFR §164.512(b) outlines the permitted uses and disclosures of protected health information by a covered entity to VDH for public health activities. Nothing in this agreement negates, alters, or supersedes federal, state, or local laws that govern the protection and use of healthcare related data.

ARTICLE III – SCOPE OF SERVICES

A. The Entity agrees to the following conditions and provisions of service for the term of this agreement. The Entity shall:

1. Submit and format data as described in the Commonwealth of Virginia Syndromic Surveillance Submission Guide, published at <https://www.vdh.virginia.gov/meaningful-use/submissionsofsyndromicsurveillancedata/>. An Entity using an existing alternate data format shall be accepted until such time as the Entity is able to format data using HL7 2.5.1.
2. Submit data including, but not limited to, the following protected health information: patient first name, patient last name, medical record number, date of birth, and ZIP code (5 digit).
3. Electronically transfer data in “real time” (preferred) but no less than in six-hour intervals using the state health information exchange secure network (ConnectVirginia). An Entity using an existing alternate data transfer method shall be accepted if mutually agreed upon by both parties.
4. Provide secure transfer, encryption, appropriate back-up systems, and after-hours support.
5. Notify VDH of planned or unplanned interruptions to its syndromic surveillance data submission capabilities, including but not limited to, facility closures, server maintenance, or electronic health record system changes.
6. Use best efforts to submit up to three (3) months of historical data upon its initial submission of syndromic surveillance data to VDH or after an extended interruption to its data submission to VDH.

B. The VDH agrees to the following conditions and provisions of service for the term of this agreement. The VDH shall:

1. Protect and preserve the confidentiality of all data and individually identifiable health information submitted by the Entity in accordance with § 32.1-41 of the *Code of Virginia*, Commonwealth and VDH policies, standards, and procedures.
2. Limit use of data for the purpose of public health surveillance, investigation, and control activities to approved VDH personnel and local health department personnel including full-time and temporary employees, such as contractors and public health fellowship assignees.
3. Ensure data requests by persons or organizations external to VDH are reviewed by the Syndromic Surveillance Program to assure the data release receives the appropriate level of agency approval and that such release is in accordance with applicable state laws and policies and HIPAA Privacy Rule 45 CFR §164.512(b). The VDH Syndromic Surveillance Program will ensure data releases are restricted to de-identified aggregate data to the extent possible and apply data suppression in accordance with current VDH data release guidelines to prevent identification of individual persons. If individual-level data releases are required, approval will

be obtained from the State Health Commissioner in accordance with §32.1-41 of the Code of Virginia, and the VDH Institutional Review Board as applicable.

4. Restrict publications to de-identified aggregate data and apply data suppression in accordance with current VDH data release guidelines to prevent identification of individual persons.
5. Not publicly release the name of any Entity submitting syndromic surveillance data to VDH.
6. Securely transfer data to the Centers for Disease Control and Prevention (CDC), or other officially designated party, for inclusion in the National Syndromic Surveillance Program platform, where data shall be used for public health purposes and data access shall be restricted based on roles and system security provisions to approved users. Patient first name, patient last name and other protected health information not requested in the Commonwealth of Virginia Syndromic Surveillance Submission Guide shall be removed prior to data transfer.
6. Securely transfer a limited data set to the National Capital Region (NCR) Syndromic Surveillance system to support public health surveillance, investigation and control activities among the NCR by public health authorities in Virginia, Maryland, and District of Columbia, operating under applicable state law and consistent with Sections III(B)(2)-(3) above. Transfer of data to the NCR Syndromic Surveillance system shall apply to **Entities located in the following Virginia localities only: Fairfax city, Manassas city, Manassas Park city, Alexandria city, Arlington county, Fairfax county, Loudoun county, and Prince William county.** Johns Hopkins University – Applied Physics Laboratory may require access to these data only as necessary for the development, maintenance and operation of the NCR Syndromic Surveillance System. The data elements to be transferred for inclusion are as follows:

- De-identified PIN (unique alphanumeric ID created by VDH prior to transfer)
- Date of visit
- Time of visit
- Chief complaint
- Diagnosis
- Discharge disposition (discharged, admitted, transferred, expired)
- Patient class (emergency, outpatient, inpatient)
- Age (calculated in years from date of birth by VDH prior to transfer)
- Sex
- Race
- Ethnicity
- ZIP code (5 digit)

7. Provide notification to Entity within 24 hours if a breach, loss, theft, or other compromise of data is suspected or confirmed.

ARTICLE IV – RE-DISCLOSURE OF DATA

VDH shall prohibit and prevent disclosure of any data, all or in part, received under this agreement except as specified herein or as required by law.

ARTICLE V – CONFIDENTIALITY

VDH shall assure the confidentiality of the Entity’s data and information in compliance with the Information Technology Resource Management (ITRM) Commonwealth Security Standard (SEC501-07.1). *Code of Virginia* § 32.1-41 provides protection against the release of confidential information. Release of information is exempt from Freedom of Information Act (FOIA) under the health records exclusion in *Code of Virginia* § 2.2-3705.5. No contact with the individuals who are the subject of such

data will be attempted, except for public health purposes authorized by state law. Data are retained in adherence to the Library of Virginia Records Retention and Disposition Schedule (No. GS-120) as it relates to “Reportable Disease Surveillance and Investigation Records”.

ARTICLE VI - SECURITY

VDH shall assure that its security standards and safeguards for data storage and transmission meet Virginia’s ITRM Commonwealth Security Standard SEC501-10.1 (or subsequently adopted standard).

ARTICLE VII – COST OF PERFORMANCE

All parties shall perform their responsibilities under this Agreement with no exchange of monetary funds.

ARTICLE VIII – TERM OF AGREEMENT

This agreement shall be effective from the Date listed above and remain in effect until either party provides the other with written notice of its intention to terminate within a minimum of 30 days from the expected termination date. This agreement may be amended at any time by written mutual agreement.

SIGNATURES: Signature of the Agreement by all parties constitutes mutual agreement to all terms and conditions provided herein.

Entity

Virginia Department of Health

Signature

Signature

Name

Print Name

Title

Director, Office of Epidemiology
Title

Date

Date