

# DEPARTMENT OF STATE HEALTH SERVICES

## MEMORANDUM OF UNDERSTANDING



This Memorandum of Understanding (MOU) is entered into by and between the Texas Department of State Health Services (DSHS) and Valley Baptist Medical Center - Brownsville (Data Provider), who are collectively referred to herein as the "Parties." DSHS has authority to operate the statewide syndromic surveillance system, Texas Syndromic Surveillance (TxS2), under chapter 81 of the Health and Safety Code.

This MOU provides the Parties' roles and responsibilities regarding submitting and accessing electronic health data (referred to herein as Limited Data Set) through the TxS2 system for the purpose of supporting public health syndromic surveillance to protect the health of the citizens of Texas. The Limited Data Set will, at a minimum, meet requirements for the Medicare and Medicaid Electronic Health Record (EHR) Incentive Programs for the meaningful use of certified EHR technology to improve patient care. More information on the Limited Data Set can be found at <http://www.dshs.state.tx.us/txs2>.

Data Provider intends to share and access the Limited Data Set, as set forth in this MOU, to support the ongoing analysis of data to search for combinations of signs and symptoms of disease in a population, which is expected to be useful in: identifying and responding to naturally occurring diseases such as influenza and food-borne illness, detecting and mitigating the effects of terrorist incidents, and serving other public health uses consistent with applicable law. Any other uses of the Limited Data Set are prohibited.

### **I. Roles and Responsibilities of Parties.**

The Parties will:

- A. Access and receive the Limited Data Set in a secure, confidential manner in compliance with all applicable federal and state laws governing the protection of health-related information.
- B. Use industry best practices to secure, protect, and manage the Limited Data Set. If Data Provider exports data from the system, Data Provider assumes responsibility for the security and privacy of the exported data.
- C. Use and share data for public health purposes only or as otherwise permitted by law or this MOU.
- D. Not attempt to determine the identity of, nor contact any person whose information is contained in the Limited Data Set unless such actions are necessary as part of a public health investigation or otherwise fall within the authority of the Party, as provided by Texas or federal law.
- E. Promptly provide written notice to the other Party of any use or disclosure of the Limited Data Set which violates the terms of this MOU or applicable law.

## **II. Roles and Responsibilities of DSHS.**

DSHS will:

- A. Coordinate assistance available to help establish, test, and ultimately maintain the approved method of data sharing.
- B. Develop and maintain the TxS2 system to receive the Limited Data Set from Data Providers. The TxS2 system will, at a minimum, meet the requirements under the meaningful use program.
- C. Receive and store data in one or more servers located in a secure data environment maintained by DSHS.
- D. Monitor and maintain the TxS2 system to ensure the Limited Data Set from Data Provider will be received and processed.
- E. Provide policies and procedures for onboarding and submitting quality data to TxS2, requesting access to view data, and using TxS2. Policies and procedures will be posted at <http://www.dshs.state.tx.us/txs2>.
- F. Provide the following authorized users with access, as specified, to view and analyze data:
  1. Local health departments (LHDs) participating in TxS2 will have access to the Limited Data Set for all of the counties within the Health Service Region (HSR) that the LHD resides and aggregated statewide data.
  2. Hospitals that participate in TxS2 will have access to all data within their facility and aggregate statewide data.
  3. The Applied Physics Laboratory at Johns Hopkins University will have access to data as needed for system maintenance.
  4. The Centers for Disease Control and Prevention (CDC), to whom DSHS sends syndromic surveillance data in support of the National Syndromic Surveillance Program.
  5. All other government agencies with whom DSHS, by law, must share data.
- G. Sponsor trainings and provide technical assistance on TxS2 usage and capabilities.
- H. Remove user access to TxS2 as requested by the Data Provider within five business days of receipt of the Data Provider's written request.
- I. Maintain a list of all authorized users of TxS2 and upon written request by the Data Provider, provide the list of authorized users within that Data Provider's HSR to the requesting Data Provider within five business days.
- J. Acknowledge Data Provider's written requests for access to the Limited Data Set to anyone not authorized to view data as provided in this MOU within 10 business days.
- K. Provide documentation as required under Meaningful Use.

## **III. Roles and Responsibilities of Data Provider.**

Data Provider will:

- A. Comply with all DSHS policies and procedures for onboarding and submitting quality data to TxS2, requesting access to view data, and using TxS2. Policies and procedures will be posted at <http://www.dshs.state.tx.us/txs2>.
- B. Select a method approved by DSHS in writing for providing the Limited Data Set, then test and implement the approved method as well as complete any other work necessary to support timely data transfers to DSHS.
- C. Transmit to DSHS the Limited Data Set to support syndromic surveillance activities. Data should meet data quality standards as referenced in the policies and procedures posted at <http://www.dshs.state.tx.us/txs2>.

- D. Provide a sufficient quantity of historical data (one year's worth ideally, as available), subject to written approval of DSHS, for purposes of establishing an accurate baseline of hospital activity.
- E. As applicable, disclose in its notice of privacy practices that it may disclose protected health information for purposes of public health purposes, such as surveillance.
- F. Designate a primary contact for implementation and maintenance of Data Provider's TxS2 data feed.
- G. Provide a list of designated personnel authorized to access TxS2, following the DSHS policies and procedures for requesting access to TxS2.
- H. Participate in DSHS-sponsored training on TxS2 usage and capabilities.
- I. Notify DSHS of designated personnel that no longer have authorization to view TxS2 within five days.
- J. Maintain a list of all authorized users of TxS2 and upon written request by DSHS, provide the list of authorized users to DSHS within five days.
- K. Use the Limited Data Set for enhanced surveillance of public health conditions or threats, early event detection, situational awareness, retrospective analysis, and other public health uses.
- L. Not use or disclose the Limited Data Set other than as provided by this MOU or as otherwise provided by law.
- M. Submit a written request to DSHS and obtain written permission from DSHS prior to providing access to the Limited Data Set to anyone not authorized to view data as provided in this MOU.
- N. Ensure that any authorized agents, including a subcontractor, to whom it provides the Limited Data Set agrees to the same restrictions and conditions to the Parties in this MOU and in compliance with applicable federal and state law.
- O. Not assign this MOU without the prior written consent of the DSHS.

#### **IV. Term of the MOU.**

The MOU is effective on the date of the latter signature of the Parties and terminates on the fifth anniversary of the effective date, unless renewed or terminated pursuant to the terms and conditions of this MOU. The Parties may extend this MOU for one additional five-year term, subject to terms and conditions mutually agreeable to the Parties. The Parties agree to review this MOU on an annual basis and provide written notice to the other party if one party determines that there is material change to the MOU. If the Parties agree that the MOU needs to be amended then the Parties will execute a written amendment as provided for in Section V.

#### **V. Amendments.**

Amendments to this MOU shall be in writing and signed by the Parties.

**VI. Termination of MOU.**

Either DSHS or Data Provider may terminate by providing written notice to the other Party at least 30 days prior to the date of termination and sending the written notice by certified mail, return receipt requested to the Party's Primary Contact as set forth below. The effective date of termination is the date the nonterminating party receives the notice.

**VII. Primary Contacts.**

All communications between the Parties shall be made through the primary contacts or their designees to the maximum extent possible. The primary contacts are:

For DSHS:

Syndromic Surveillance Team  
DSHS  
P.O. Box 149347, Mail Code 1926  
Austin, TX 78714-9347  
(512) 776-7770 (Office)  
(512) 776-7509 (Fax)  
[svndromic.surveillance@dshs.state.tx.us](mailto:svndromic.surveillance@dshs.state.tx.us)

For Data Provider:

Valley Baptist Medical Center -  
Brownsville  
1040 West Jefferson  
Brownsville, TX 78520  
Attn: Eva L. Torres, RN, MUC  
(956) 698-4150  
[Eva.Torres@valleybaptist.net](mailto:Eva.Torres@valleybaptist.net)

By signing below, the Parties acknowledge that they have read the MOU and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this MOU on behalf of the named party.

Department of State Health Service

By:   
Signature of Authorized Official

Date

11/16/12

David Gruber, Associate Commissioner  
Regional & Local Health Operations

Valley Baptist Medical Center -  
Brownsville

By:   
Signature of Authorized Official

Date

11/15/12

Jose Ayala, MD