

## 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 Fort Bend County (“Local Health Department” or “LHD”). DSHS and LHD, may be referred to individually as a “Party” and collectively as the “Parties.” DSHS has authority to operate Texas Syndromic Surveillance (“TxS2”), the statewide syndromic surveillance system, under Chapter 81 of the Health and Safety Code.

This MOU establishes the Parties’ roles and responsibilities regarding access to electronic health data (collectively referred to as “Limited Data Set”) through the TxS2 system for the purpose of supporting public health syndromic surveillance to protect the health of Texas citizens. 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 accessing data can be found at the following URL: <http://www.dshs.state.tx.us/txs2>.

Under this MOU, LHD will access the TxS2 system to support its ongoing analysis of data and the search for combinations of signs and symptoms of disease in a population. LHD’s efforts are expected to be useful in the following manner: 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. Limited Data Set – Types of Data.**

**A.** Definitions – The following definitions relate to various entities level of access for four types of data identified in the Limited Data Set table (see Section I(B), below):

- “Aggregate-level data” means a view of the data with no details of the individual cases that comprise the aggregate data. A user has the ability to make graphs and tables, or create queries, that identify overall counts for a specific health issue, but information related to specific individuals cannot be identified. Users of Aggregate-level data can choose to view information based on a geography or demographic characteristics.
- “Record-level data” means a view of the data that includes all of the Aggregate-level data capabilities and the ability to view information related to specific individuals, including health-related information and a medical

record number that is specific to the hospital where the individual is a patient. Nonetheless, TxS2 data is de-identified, meaning that universal identifiers, such as names, addresses, and SSNs, are not found in Record-level data.

**B. Limited Data Set Table** – There are multiple types of data within TxS2. Depending on the user’s organization, the user’s access to the data will vary on the following two bases: (1) level of data, i.e. access to Aggregate-level data or Record-level data; and (2) geographic expanse of data, i.e. access statewide or confined to a limited geographic area. The table below details data access by user organization and type of data.

Type of Data	DSHS/HHSC staff and TxS2 Contractor have access to:	LHDs with an appropriate MOU have access to:	Hospitals have access to:
<b>ER Data (from electronic health records)</b>	Record-level data statewide	Record-level data within Public Health Region (PHR) and Aggregate-level data statewide	Record-level data for entirety of respective hospital system
<b>Poison Data</b>	Aggregate-level data statewide (Note: TxS2 staff have access to Record-level data for administrative work, including ensuring that data is correct and flowing into the database.)	Aggregate-level data statewide	No data availability
<b>EMS Data</b>	Record-level data for jurisdiction and contiguous jurisdictions and Aggregate-level statewide	Record-level data for jurisdiction and contiguous jurisdictions and Aggregate-level data statewide	No data availability
<b>Death Record Data</b>	Record-level data statewide	Record-level data for jurisdiction and contiguous jurisdictions	No data availability

**II. Roles and Responsibilities of Parties.**

The Parties will:

- A.** Access and receive the Limited Data Set in a secure, confidential manner in compliance with **ATTACHMENT A, DATA USE AGREEMENT TACCHO VERSION (LOCAL CITY AND COUNTY ENTITIES), OCTOBER 23, 2019**, and 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 LHD exports data from the TxS2 system, LHD 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 federal law, state 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 under federal or state law.
- E. Promptly provide written notice to the other Party of any use or disclosure of the Limited Data Set that violates the terms of this MOU or applicable federal or state law.

**III. Roles and Responsibilities of DSHS.**

DSHS will:

- A. Develop, monitor, and maintain the TxS2 system to receive the Limited Data Set from Data Providers.
- B. Receive and store data in one or more servers, located in a secure data environment maintained by DSHS.
- C. Provide policies and procedures for using TxS2, and requesting access to view data on TxS2. These policies and procedures related to TxS2 will be posted at the following URL: <http://www.dshs.state.tx.us/txs2>.
- D. Provide the following authorized users with access, as specified, to view and analyze data:
  - 1. A LHD participating in TxS2 will have access to the Limited Data Set as identified in the table located at Section I(B) of this MOU, and pursuant to Health and Safety Code Section 1001.089(b)(1).
  - 2. Hospitals that participate in TxS2 will have access to Record-level data within its facility and Aggregate-level data statewide.
  - 3. An external contractor, identified in the table located at Section I(B) of this MOU as “TxS2 Contractor,” will have access to data as needed for TxS2 system maintenance.
  - 4. The Centers for Disease Control and Prevention (“CDC”), to whom DSHS sends Record-level data in support of the National Syndromic Surveillance Program.
  - 5. All other government agencies with whom DSHS, by law, must share data.
- E. Sponsor trainings and provide technical assistance on TxS2 usage and capabilities.
- F. Remove user access to TxS2, as requested by the LHD, within five business days of receipt of the LHD’s written request.
- G. Maintain a list of all authorized users of TxS2 and provide the list of authorized users within the LHD’s PHR to the requesting LHD within five business days of receiving such request.
- H. Respond to LHD written requests to provide Limited Data Set access to individuals or entities not otherwise authorized to view data under this MOU within 10 business days of receiving such request.

**IV. Roles and Responsibilities of LHD.**

LHD will:

- A. Comply with all DSHS policies and procedures for requesting access to view data on TxS2. These policies and procedures related to TxS2 will be posted at the following URL: <http://www.dshs.state.tx.us/txs2>.
- B. Provide a list of designated personnel authorized to access TxS2.
- C. Participate in DSHS-sponsored training on TxS2 usage and capabilities.
- D. Notify DSHS of designated personnel that no longer have authorization to view TxS2 within five business days of removing access.
- E. 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 business days.
- F. 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.
- G. Not use or disclose the Limited Data Set other than as provided by this MOU or as otherwise provided by federal or state law.
- H. 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 under the terms of this MOU.
- I. Ensure that any authorized users, including a subcontractor, to whom LHD provides the Limited Data Set agrees to the same restrictions and conditions as the Parties in this MOU, and that those authorized users are in compliance with applicable federal and state law.

**V. Term of the MOU.**

This MOU is effective on the date last signed below and terminates on the fifth anniversary of the effective date, unless otherwise renewed or terminated pursuant to the terms and conditions of this MOU. The Parties may extend this MOU for an additional one-year term, subject to mutually agreeable terms and conditions.

The Parties agree to review this MOU on an annual basis and provide written notice to the other Party if one party determines that a material change to the MOU is needed. If the Parties agree that the MOU needs to be amended then the Parties will execute a written amendment (see Section VI, below).

**VI. Amendments.**

The Parties to this MOU may modify this MOU only through the execution of a written amendment signed by both Parties.

**VII. Termination of MOU.**

Either DSHS or LHD may terminate this MOU by providing written notice to the other Party at least 30 calendar days prior to the designated termination date and by sending the written notice via certified mail, return receipt requested, to the other Party's primary contact (See Section VIII, below).

**VIII. Primary Contacts.**

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

For DSHS:

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

For LHD:

Jacquelyn Johnson-Minter, M.D.,  
Director Health and Human Svcs.  
301 Jackson St.  
Richmond, TX 77469-3108  
281-238-3500 (Office)  
jacquelyn.minter@fortbendcountytexas.gov

Each Party may change its Primary Contact by written notice to the other Party. In this instance written notice includes email.

**IX. Miscellaneous.**

- A. Assignment.** LHD will not assign all or any portion of its rights under or interests in this MOU or delegate any of its duties without prior written consent of DSHS. Any written request for assignment or delegation must be accompanied by written acceptance of the assignment or delegation by the assignee or delegation by the delegate. Except where otherwise agreed in writing by DSHS, any assignment or delegation will not release LHD from its obligations under this MOU.
- B. No Waiver of Sovereign Immunity.** The Parties agree that no provision of this MOU is in any way intended to constitute a waiver by DSHS of any immunities from suit or from liability that DSHS may have by operation of law.
- C. Governing Law and Venue.** This MOU is governed by the laws of the State of Texas and interpreted in accordance with Texas law. Proper venue for a claim arising from this MOU will be in a court of competent jurisdiction in Travis County, Texas.
- D. Precedence of Attachment A, Data Use Agreement TACCO Version (Local City and County Entities), October 23, 2019.** The Data Use Agreement's ("DUA's") defined terms "CONTRACTOR," "HHS," "Effective Date," and "Base Contract" are respectively synonymous with the following terms of this document: LHD, DSHS, Effective Date, and this document. A conflict between the terms and conditions of the DUA and the remainder of this MOU will be resolved in favor of the terms and conditions of the DUA.

**E. MOU Amount.** The total not-to-exceed amount of this MOU is \$0.00. No funds will be exchanged between the Parties for any purpose under this MOU. Each Party will bear its own costs and expenses, if any, under this MOU.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DSHS  
AND  
FORT BEND COUNTY**

**DSHS CONTRACT NO. HHS001276900001**

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.

DSHS

LHD

By: \_\_\_\_\_  
Signature of Authorized Official

By: \_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

**THE FOLLOWING DOCUMENT IS ATTACHED AND INCORPORATED AS PART OF THE MOU:**

**ATTACHMENT A - HHS DATA USE AGREEMENT TACCHO VERSION (LOCAL CITY AND COUNTY ENTITIES), OCTOBER 23, 2019**