

**MEMORANDUM OF UNDERSTANDING (MOU) FOR RECEIPT OF SYNDROMIC SURVEILLANCE  
INFORMATION (BIOSENSE): LHD & DSHS**

**BACKGROUND**

This Memorandum of Understanding and data use agreement (MOU) is between The Department of State Health Services (DSHS), an agency of the State of Texas and Hidalgo County Health and Human Services, (collectively, "HEALTH DEPARTMENTS"). Both are "Public Health Authorities" as defined by 45 C.F.R. §164.501 and Mission Regional Medical Center ("PROVIDER") for the provision of electronic health data to support public health syndromic surveillance. This MOU serves a public purpose in protecting the public health of the citizens of Texas.

**1. SCOPE OF ACTIVITIES**

PROVIDER shall transmit to the HEALTH DEPARTMENTS or their authorized agents, electronic health data to support syndromic surveillance activities (the ongoing analysis of data to search for certain combinations of signs and symptoms in a population) which can be useful in detecting and mitigating the effects of terrorist incidents, in identifying and responding to naturally occurring diseases such as influenza and SARS, and for other public health uses consistent with state law. Specifically, PROVIDER and HEALTH DEPARTMENTS will follow the project guidelines detailed in Exhibit A, attached to and herein made a part of this agreement.

**2. CONFIDENTIALITY**

PROVIDER and HEALTH DEPARTMENTS or their authorized agents shall send and receive health data in a secure, confidential manner in compliance with all applicable laws governing the protection of private patient information. Nothing in this agreement shall be construed to limit the authority of HEALTH DEPARTMENTS or local public health entities to conduct disease surveillance, investigation, control and reporting functions provided by Texas law. The data received from PROVIDER by HEALTH DEPARTMENTS, will be a limited data set as that term is defined in the HIPAA privacy regulations at 45 C.F.R. §164.514(e) and will be used, disclosed, and safeguarded as detailed within the limited data set use specifications in Exhibit B, attached to and herein made a part of this agreement. PROVIDER data will be received and stored in one or more computers located in a secure data environment maintained as specified in an "Information Sharing and Data Use Agreement" between DSHS and the Association of State and Territorial Health Officials (ASTHO), which oversees BioSense 2.0 governance in collaboration with the Centers for Disease Control and Prevention (CDC). HEALTH DEPARTMENTS and its authorized agents shall use reasonable efforts (based on industry best practices) to secure, protect and manage all data received from PROVIDER.

HEALTH DEPARTMENTS agree not to share any data received from PROVIDER with any other parties except as otherwise required by law and to the following authorized

users:

- The Centers for Disease Control and Prevention (CDC), to whom HEALTH DEPARTMENTS send syndromic surveillance data in support of the BioSense 2.0 program, and all other government agencies with whom HEALTH DEPARTMENTS, by law, must share data.
- Local public health agencies in any of the counties that PROVIDER serves.
- Other hospitals that participate in the BioSense 2.0 syndromic surveillance network established and maintained by DSHS, provided that such data sharing is limited to read-only access of aggregate, de-identified health data received through the network.
- Research organizations, provided that the purpose of such data access is strictly limited to research, or providing training and technical support (not data hosting and not disease investigations) of current or future DSHS ancillary syndromic surveillance systems.

HEALTH DEPARTMENTS and their authorized agents, further agree to maintain a list of all current authorized users of its syndromic surveillance data and to make such list available to PROVIDER within three (3) business days upon receipt of a written request from PROVIDER.

### **3. TERM**

This MOU begins on August 25, 2014 and shall remain in effect until terminated by either party upon 30 days written notice. This MOU shall terminate five years from the date signed by all parties, but may be renewed on, before or after that date.

### **4. FINANCIAL RESPONSIBILITY**

PROVIDER is responsible for its incurred expenses in performing this MOU unless otherwise noted.

### **5. AGENCY-INDEPENDENT MOU**

PROVIDER is an independent contractor. HEALTH DEPARTMENTS will not direct the PROVIDER in the details of performing its duties, other than what is provided in the exhibits to this document. PROVIDER and its employees are not agents of HEALTH DEPARTMENTS. HEALTH DEPARTMENTS and its employees are not agents of PROVIDER. This MOU does not entitle PROVIDER to any regulatory or other benefit, privilege, or other amenities of employment with HEALTH DEPARTMENTS.

### **6. ASSIGNMENT**

Neither party may assign this MOU without the prior written consent of the other party.

### **7. THIRD PARTY BENEFICIARY EXCLUDED**

This MOU does not protect any specific third party. The intent of this MOU excludes the

idea of a suit by a third party beneficiary. The parties to this MOU do not consent to the waiver of sovereign immunity under Texas law to the extent either party may have that immunity under Texas law.

**8. MISCELLANEOUS**

This MOU supersedes all prior representations. The parties may amend this MOU by subsequent written amendments. The parties will not amend this MOU orally. The laws of the State of Texas govern this MOU.

**9. TERMINATION**

Any party may terminate this MOU by:

- 9.1 Providing written notice to the other party at least 30 days prior to the date of termination;
- 9.2. Providing, in the written notice, the date of termination;
- 9.3. Sending the written notice by certified mail, return receipt requested to the party at its address.

**10. PARTIES ADDRESSES**

Department of State Health Services  
P. O. Box 149347  
Austin TX 78714-3199

Hidalgo County Health and Human Services  
1304 S. 25 St  
Edinburg, TX 78539

Mission Regional Medical Center  
900 S. Bryan Rd  
Mission, TX 78572

**Department of State Health Services**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**PROVIDER**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Hidalgo County Health and Human Services**

**By:** \_\_\_\_\_

**Name:** Ramon Garcia

**Date:** 08/25/14

**Title:** Hidalgo County Judge

**Exhibit A: Syndromic Surveillance Project Guidelines and Timetable**

***Objectives and participant benefits:***

Disease detection and investigation is one of several core functions of the Texas Department of State Health Services and Local Health Departments. Working with the Centers for Disease Control and Prevention (CDC) as well as health care providers and local health departments across Texas, HEALTH DEPARTMENTS are participating in BioSense 2.0, the only syndromic surveillance reporting network designed to provide a national view of health data.

Several benefits may accrue for participating health care providers, including but not necessarily limited to:

- The ability to view and analyze their own data using existing or future views available to authorized BioSense 2.0 users
- Access to surveillance system-generated information from HEALTH DEPARTMENTS or their authorized agents concerning disease outbreaks and patterns
- The ability to achieve certain of the meaningful use of electronic health records provisions outlined in the Affordable Care Act and related legislation
- Certain intangibles associated with providing support for regional and state efforts to help protect the public health and prevent or mitigate the effects of terrorism.

***Deliverables and timeline:***

- PROVIDER will, at its earliest convenience, select a method approved by HEALTH DEPARTMENTS, for sharing the limited data set (see Exhibit B), then test and implement the approved method as well as complete any other work necessary to support timely data transfers to HEALTH DEPARTMENTS.
- PROVIDER is encouraged to provide a sufficient quantity of historical data (one year's worth ideally), subject to approval of HEALTH DEPARTMENTS or their authorized agents, for purposes of establishing an accurate baseline of hospital activity.
- HEALTH DEPARTMENTS or their authorized agents will coordinate any assistance available to help establish, test and ultimately maintain the approved method of data sharing.
- DSHS or its authorized agents will provide one or more authorized users at PROVIDER with access rights to view PROVIDER data and aggregate, de-identified health data received in the BioSense 2.0 network to the fullest extent BioSense 2.0 accommodates this.

**Exhibit B: Limited Data Set Use Specifications:**

The PROVIDER, Mission Regional Medical Center, will disclose a limited data set as defined herein, to HEALTH DEPARTMENTS or their authorized agents. DSHS and/or its authorized agents shall limit its use of the limited data set and protect the limited data set according to the following specifications, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the federal Standards for Privacy of Individually Identifiable Health Information (the privacy rule), and corresponding privacy standards and state law, as may be amended from time to time:

***Specifications for PROVIDER's disclosure of limited data set:***

**Terms used:** Terms used, but not otherwise defined, in these specifications shall have the same meaning as those terms in 45 C.F.R §§160.013 and 164.514.

**Limited data set defined:** HEALTH DEPARTMENTS and their authorized agents will use and PROVIDER agrees to disclose a limited data set that:

- Includes date of birth, arrival time, arrival date, gender, home zip code, work zip code, chief complaint or symptoms, a field that identifies the hospital as a location,

and PROVIDER's choice of either a patient visit number or a sequential transmission number.

- Can include all data elements specified for compliance with the Centers for Medicare & Medicaid Services (CMS) meaningful use criteria for syndromic surveillance (including stages 1, 2 and 3) describing a PROVIDER's use of certified Electronic Health Records (EHRs) to share health data with public health agencies for syndromic surveillance. Details appear on the CDC's Website at: <http://www.cdc.gov/ehrmmeaningfuluse/introduction.html>.

**Permitted uses and disclosures:** HEALTH DEPARTMENTS and their authorized agents may only use or disclose the limited data set for the purposes of research, public health, or purposes consistent with the "Confidentiality" provisions of this agreement, provided that such use or disclosure would not violate the privacy rule. All other uses not authorized by this agreement and these specifications are prohibited. HEALTH DEPARTMENTS represent and warrant to PROVIDER that their intended uses or disclosures of the limited data set are for these purposes.

**HEALTH DEPARTMENTS responsibilities:** In their use or disclosure of the limited data set, HEALTH DEPARTMENTS will:

- a. assure that only individuals or organizations participating in the syndromic surveillance reporting network receive or use the limited data set
- b. not use or disclose the limited data set other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- c. use appropriate safeguards to prevent use or disclosure of the limited data set other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- d. promptly report to PROVIDER in writing any use or disclosure of the limited data set of which HEALTH DEPARTMENTS become aware other than as outlined in Section 2 (Confidentiality) or as otherwise required by law or permitted by these specifications
- e. ensure that any agents, including a subcontractor, to whom it provides the limited data set agrees to the same restrictions and conditions that apply to HEALTH DEPARTMENTS, their authorized agents, with respect to such information
- f. 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 HEALTH DEPARTMENTS, as provided by Texas law.

**PROVIDER responsibilities:** PROVIDER will:

- a. provide protected health information in a limited data set to HEALTH DEPARTMENTS, in the format and medium reasonably requested by HEALTH DEPARTMENTS or their authorized agents (see deliverables, Exhibit A).

- b. disclose in its notice of privacy practices that it may disclose protected health information for purposes of research.

**Amendment:** HEALTH DEPARTMENTS and PROVIDER agree to amend these specifications as necessary from time to time to allow either party to comply with the requirements of the privacy rule and HIPAA.

**Interpretation:** Any ambiguity in these specifications shall be resolved in favor of a meaning that permits PROVIDER to comply with the privacy rule.