



## Texas Syndromic Surveillance (TxS2)

### User Access Agreement

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Please read the following agreement carefully and completely before signing. Submit the signed agreement by fax to 512-776-7590 or by email to [syndromic-surveillance@dshs.state.tx.us](mailto:syndromic-surveillance@dshs.state.tx.us).

#### **Purpose**

The purpose of this agreement (Agreement) is to inform you (TxS2 User) of your responsibilities concerning accessing and using the Texas Syndromic Surveillance (TxS2) system and the Limited Data Set collected in TxS2. Under the TxS2 Memorandum of Understanding (MOU) between your entity and Texas Department of State Health Services (DSHS), DSHS will provide a limited number of entity-designated personnel with access to the TxS2 system. Roles and responsibilities for DSHS and your entity are presented in the MOU, and those specific to TxS2 Users are outlined below. Each person that accesses TxS2 is required to complete this form to obtain their own user account. TxS2 user accounts may not be shared.

Your signature acknowledges your understanding, acceptance, and compliance with DSHS policies and procedures regarding TxS2. Policies and procedures will be posted at <http://www.dshs.state.tx.us/txs2>.

#### **Agreement**

TxS2 User will:

1. 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.
2. Use industry best practices to secure, protect, and manage the Limited Data Set. If TxS2 User exports data from the system, TxS2 User assumes responsibility for the security and privacy of the exported data.
3. 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.
4. Not use or disclose the Limited Data Set other than as provided by the MOU or as otherwise provided by law.
5. 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 entity, as provided by Texas or federal law.
6. Promptly provide written notice to entity and DSHS of any use or disclosure of the Limited Data Set which violates the terms of the MOU or applicable law.
7. Comply with all DSHS policies and procedures for requesting access and using TxS2. Policies and procedures will be posted at <http://www.dshs.state.tx.us/txs2>.
8. Participate in DSHS-sponsored training on TxS2 usage and capabilities.



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9. 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 the MOU.
10. 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 the MOU and in compliance with applicable federal and state law.

#### **Term of Agreement**

This Agreement is effective on the date the User account is created. This Agreement must be renewed every 2 years. This Agreement may be terminated at any time by the entity or DSHS.

#### **TxS2 User**

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Signature

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Name

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Date

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Title

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Entity Name

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Phone Number

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Email Address



## Texas Syndromic Surveillance (TxS2)

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**For TxS2 use only:**

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Confirmed on list provided by entity and fully executed MOU

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TxS2 User account assigned

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Date created

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Created by

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Date TxS2 User notified

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Date account terminated

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Reason account terminated