

**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPARTMENT OF STATE HEALTH SERVICES
AND
Hidalgo County Health and Human Services
DSHS CONTRACT NO. HHS001472800018**

This Memorandum of Understanding (MOU) is between the Department of State Health Services (DSHS) and Hidalgo County Health and Human Services (“Local Public Health Entity” or “LHE”). DSHS and LHE may be referred to individually as a “Party” and collectively as the “Parties.”

I. PURPOSE

DSHS agrees to provide LHE certain public health data and information, which DSHS maintains, for the purpose of providing essential public health services. This MOU provides the Parties’ roles and responsibilities regarding access and utilization of the data as outlined in each attachment of this MOU.

II. LEGAL AUTHORITY

This MOU is entered into pursuant to Chapter 12 and 1001 of the Texas Health and Safety Code.

DSHS will provide public health data and information to LHE so that the LHE may provide “essential public health services” as defined in Section 121.002 of Texas Health and Safety Code, as follows:

- Monitor the health status of individuals in the community to identify community health problems;
- Diagnose and investigate community health problems and community health hazards;
- Inform, educate, and empower the community with respect to health issues;
- Mobilize community partnerships in identifying and solving community health problems;
- Develop policies and plans that support individual and community efforts to improve health;
- Enforce laws and rules that protect the public health and ensure safety in accordance with those laws and rules;
- Link individuals who have a need for community and personal health services to appropriate community and private providers;
- Ensure a competent workforce for the provision of essential public health services;
- Research new insights and innovative solutions to community health problems; and
- Evaluate the effectiveness, accessibility, and quality of personal and population-based health services in a community.

Legal authority for data and information sharing is authorized by and in compliance with 45 CFR Parts 160 and 164. Additional legal authority for data and information sharing for the data sets authorized

to be shared under the MOU is specifically identified in a corresponding attachment to this MOU. DSHS will not share data or information until and unless data sets and elements are identified and incorporated into the MOU.

III. LHE JURISDICTION

The jurisdiction of the LHE under this MOU is Hidalgo County.

To receive certain public health data and information for the contiguous jurisdiction(s), if permitted by the Section 1001.089 of the Texas Health and Safety Code, LHE shall submit written request to DSHS for review and approval. If DSHS authorizes the LHE to receive public health data and information for its contiguous jurisdiction(s), then DSHS Contract Representative will send written notice to the LHE specifying the approved contiguous jurisdiction(s) and the data type(s) that DSHS will make available to the LHE. After any testing, as determined appropriate by DSHS, LHE will receive written notice specifying when the public health data and information of the contiguous jurisdiction(s) will be made available.

IV. STATEMENT OF WORK

A. LHE shall:

1. Comply with all DSHS policies and procedures regarding access and utilization of the data and information provided by DSHS.
2. Access and receive the data and information in a secure, confidential manner in compliance with all applicable federal and state laws governing the protection of confidential information.
3. Access, use and disclose the data and information for essential public health services only as set forth in this MOU.
4. Promptly provide written notice to DSHS of any access, use or disclosure of the data and information which violates the terms of this MOU or applicable law.
5. Submit a list of staff names, titles, and email addresses, and the intended uses of the data and information, to request and obtain access. The request must be submitted in writing to the DSHS Representatives identified in this MOU or through the agency's identity and access management system, based upon guidance provided by DSHS for each data set.
6. Complete the data checklist(s) identified as attachments to this MOU, as applicable.
7. Maintain a list of all authorized users with access to DSHS data and information, and upon written request by DSHS, provide the list of authorized users within five (5) business days.
8. Notify the DSHS Representatives identified in this MOU or through the DSHS identity and access management system, based upon guidance provided by DSHS for each data set, of any changes in staff that require removal from the list of authorized users. Such notification must be made in writing or through the DSHS identity and access management system within five (5) business days of any staffing changes.
9. On an annual basis, and as additionally requested by DSHS, certify the list of authorized users in writing to the DSHS Representatives identified in this MOU or through the DSHS identity and access management system, based upon guidance provided by DSHS for each data set.

10. Submit an application for amendment to the DSHS Representatives identified in this MOU to request changes or additional data set variables.
11. Participate in any required DSHS-sponsored training on the access and usage of the data and information.
12. Ensure the data and information provided to LHE under this MOU, including information residing on LHE's back-up systems, remains within the contiguous United States and such data and information shall not be accessed by individuals located outside of the contiguous United States. Furthermore, the data and information may not be received, stored, processed, or destroyed via information technology systems used by LHE that are located outside of the contiguous United States.

B. DSHS will:

1. Review the LHE's written requests for access to specific data and information and provide approval or denial of the request in writing or through the DSHS identity and access management system.
2. Conduct data user testing as determined appropriate by DSHS.
3. Notify the LHE when the data set(s) are available or authorized to be shared with the LHE.
4. After completion of testing protocols (such as user testing) and approval of LHE's submission of the information required under this MOU, make available certain public health data and information via a secure data exchange. Data and information sharing is limited to the data sets identified and submitted by the LHE and approved by DSHS under the MOU.
5. Deliver data and information through use of a secure file transfer protocol site or other method of data transfer with at least that same level of security and/or encryption.
6. Provide each approved LHE user with access credentials including the secure site, username, and password, as appropriate. This information will be provided directly to LHE staff members authorized to access the data and information.
7. Remove user access to the DSHS data and information as requested by LHE within five (5) business days of receipt of the LHE's written notification.
8. At its sole discretion, sponsor trainings and provide technical assistance on accessing the limited data sets through the DSHS databases.

- C. The Parties will communicate as necessary to successfully manage this MOU and work in good faith together to fulfill the purpose of this MOU.

V. CONFIDENTIALITY

- A. The Parties are required to comply with all applicable state and federal laws relating to the privacy, security, and confidentiality of the data and information.
- B. LHE shall comply with the HHSC Data Use Agreement ("DUA") which is attached to this MOU as Attachment A.
- C. LHE shall maintain appropriate procedural, administrative, physical, and technical safeguards to prevent the release or disclosure of any data and information obtained under

this MOU to anyone other than individuals who are authorized by law to receive such records or information and who will protect the data and information from re-disclosure as required by law. All data and information shall be maintained in a secure location and in compliance with the DUA.

- D. LHE shall use the data and information obtained under this MOU only for purposes described in this MOU and in accordance with the terms under the MOU. In addition, LHE shall comply with LHE's appropriate review policies.
- E. LHE shall not publish or disclose Confidential Data obtained or accessed under this MOU to a third party.
- F. No Personally Identifiable Information ("PII") and non-public data may be accessed or disclosed by LHE without specific statutory authority and DSHS prior written approval.
- G. Data and information no longer in use by LHE shall be destroyed using software that renders the data unrecoverable. LHE may not destroy data and information via information technology systems that are located outside the contiguous United States. Upon DSHS request, LHE shall provide written verification that the data and information has been destroyed.
- H. LHE shall not attempt to link nor permit others to attempt to link the records of patients or individuals in the data sets with personally identifiable records from any other source.
- I. LHE shall not release nor permit others to release any data or information that identifies individuals, directly or indirectly.
- J. LHE shall not permit others to copy, sell, rent, license, lease, loan, or otherwise grant access to the data and information covered by this MOU to any other person or entity, unless approved in writing by DSHS.
- K. LHE acknowledges that when releasing or disclosing the data set or any part to others in its organization it will retain full responsibility for the privacy and security of the data and information and will prohibit others from further release or disclosure of the data and information.

VI. DESIGNATION OF REPRESENTATIVES

The following will act as the representative authorized to administer activities under this MOU on behalf of its respective Party.

| DSHS Contract Management Section (CMS) | DSHS Program | Hidalgo County Health and Human Services |
|---|--|--|
| Gretchen Wells, CTCM Contract Manager 1100 W 49 th Street, MC 1990 Austin, Texas 78756 (512) 776-2679 Gretchen.Wells@dshs.texas.gov | Jason Lucas Branch Manager PO Box 149347 Mail Code 1898 Austin, TX 78714-9347 (512) 776-6439 HIRBrequests@dshs.texas.gov | Clarissa Perez or Dairen Sarmiento, Assistant Director 1304 S. 25th Ave Edinburg, Tx 78542 (956) 318-2426 or (956) 383-6221 clarissa.perez@hchd.org or dairen.sarmiento@hchd.org |

Either Party may change its designated representative by providing written notice to the other Party.

VII. LEGAL NOTICES

Legal notices under this MOU shall be in writing and deemed delivered on the date of delivery if delivered by United States mail, postage paid, certified, return receipt requested; common carrier, overnight, signature required; or hand delivery. Legal Notices must be sent to the appropriate address below:

If to DSHS:

Health and Human Services Commission
 Attention: Office of Chief Counsel
 4601 W. Guadalupe, MC1100
 Austin, Texas 78751

If to Local Health Entity

Hidalgo County Health and Human Services
 Attn: Richard Cortez, Hidalgo County Judge
 100 E. Cano, 2nd floor
 Edinburg, Tx 78539
countyjudge@co.hidalgo.tx.us

Copy To:

Department of State Health Services
 Attn: General Counsel
 1100 W. 49th Street, MC1919
 Austin, Texas 78756

Copy To:

Hidalgo County Health and Human Services
 Attn: Dairen Sarmiento, Assistant Director
 1304 S. 25th Avenue
 Edinburg, Tx 78539
dairen.sarmiento@hchd.org

Notice may be given in an alternate manner with written approval from the other Party. Alternate notice shall be deemed effective upon written confirmation of receipt by the Party receiving notice.

Either Party may change its address for receiving legal notice by providing written notice to the other Party.

VIII. GENERAL TERMS AND CONDITIONS

A. Term of MOU

This MOU is effective on the date of the last Party to sign. This MOU will remain in effect for two (2) years from the effective date, unless terminated sooner as provided herein.

B. Termination of the MOU

Termination without Cause. This MOU may be terminated by either Party by providing at least thirty (30) calendar days' advance written notice to the other Party.

Breach and Termination for Cause. DSHS may terminate this MOU immediately, and without prior notice, upon LHE's breach of the terms of this MOU. Such breach may include, but is not limited to, improper disclosure of the data and information or other violation of the privacy, confidentiality and/or security requirements set forth in this MOU.

Effect of Expiration or Termination. DSHS will cease data and information sharing immediately upon the expiration or termination of this MOU. Upon termination or expiration, LHE shall destroy all data and information using software that renders the data and information unrecoverable and provide documentation to DSHS that data and information was destroyed as directed by DSHS. LHE may not destroy data and information via information technology systems that are located outside the contiguous United States.

C. No Cost

This is a no cost agreement. Each Party shall pay the cost of its participation in this MOU without cost or reimbursement by the other Party.

D. DSHS Suspension of Information Sharing under this MOU

DSHS may temporarily suspend the sharing of data and information without advance notice and may restore access at a time, and in a manner, of its sole discretion.

E. Amendment

This MOU may be amended or modified by the consent of both Parties at any time during its term. Amendments to this MOU must be in writing and signed by authorized representatives of DSHS and LHE. No change in, addition to, or waiver of any term or condition of this MOU shall be binding on DSHS unless approved in writing by an authorized representative of DSHS.

F. Change in Laws and Compliance with Laws

The Parties shall comply with all applicable federal and state statutes, rules, and regulations. Any alterations, additions, or deletions to the terms of this MOU which are required by changes in federal or state law or regulations are automatically incorporated into the MOU without written amendment hereto and shall become effective on the date designated by such law or by regulation.

G. Permitting and Licensure

LHE shall obtain and maintain for the duration of this MOU any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to assume the roles and responsibilities contained within this MOU.

H. Assignment

LHE shall not assign its rights under this MOU or delegate the performance of its duties under the MOU without prior written approval from DSHS. Any attempted assignment in violation of this provision is void and without effect.

I. No Partnership or Joint Venture

The Parties agree that nothing in this MOU shall be deemed to create an association, partnership, or joint venture between DSHS and LHE.

J. No Waiver

Failure of either Party to insist on strict compliance with any term or condition of this MOU or to exercise any right or privilege hereunder will not be deemed a waiver of such term, condition, right or privilege later.

K. Severability

If any provision of this MOU is illegal, invalid, void, or unenforceable, the other provisions of this MOU will not be affected. The Parties agree to amend any illegal, invalid, void, or unenforceable provision to the extent necessary to render it valid, legal, and enforceable while preserving the intent of the MOU.

L. Disaster Recovery Plan

Upon request of DSHS, LHE shall provide copies of its most recent business continuity and disaster recovery plans.

M. Dispute Resolution

The Parties agree to use good faith efforts to resolve all questions, difficulties, or disputes of any nature that may arise under or by this MOU. However, nothing in this paragraph shall preclude either Party from pursuing any remedies as may be available under Texas law. Notwithstanding this provision, the Parties acknowledge and agree to use the dispute resolution provisions required under Chapter 2260 of the Texas Government Code, to the extent applicable.

N. Indemnification

LHE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND DSHS, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF OR RESULTING FROM ANY ACTS OR OMISSIONS OF LHE OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE MOU. THIS CLAUSE IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE LHE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR DSHS FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF DSHS OR ITS EMPLOYEES. FOR THE AVOIDANCE OF DOUBT, DSHS SHALL NOT INDEMNIFY LHE OR ANY OTHER ENTITY UNDER THE MOU.

O. Force Majeure

Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in this MOU caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either Party and that by exercise of due foresight such Party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such Party is unable to overcome.

P. Public Information Act

Each Party is responsible for complying with Chapter 552 of the Texas Government Code ("Texas Public Information Act") as interpreted by judicial decisions and opinions of the Attorney General of Texas. Responses to requests for information and open records requests shall be handled in accordance with the provisions of the Texas Public Information Act.

Q. Limitation on Authority

LHE shall have no authority to act for or on behalf of DSHS or the State of Texas except as expressly provided for in this MOU; no other authority, power or use is granted or implied. LHE may not incur any debt, obligation, expense or liability of any kind on behalf of DSHS or the State of Texas.

R. Survival

Expiration or termination of this MOU for any reason does not release LHE from any liability or obligation set forth in this MOU that is expressly stated to survive any such expiration or termination, or that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the MOU, including without limitation the provisions regarding confidentiality and rights and remedies upon termination.

S. Sovereign Immunity

This MOU shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to either Party as an agency of the State of Texas or otherwise available to the Party. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to a Party under this MOU or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Neither Party waives any privileges, rights, defenses, or immunities available to it as an agency of the State of Texas, or otherwise available to it, by entering into this MOU or by its conduct prior to or subsequent to entering into this MOU.

T. Agency's Right to Audit

LHE shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by LHE pertaining to the MOU for purposes of inspecting, monitoring, auditing, or evaluating by DSHS and the State of Texas.

U. State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the MOU or indirectly through a subcontract under the MOU. The acceptance of funds directly under the MOU or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

V. MOU Attachments

The following documents are attached hereto, incorporated herein, and made a part of this MOU for all purposes:

1. Attachment A: HHS Data Use Agreement—TACCHO Version
2. Attachment B: Access to Public Health Dashboards
3. Attachment C: Access to Vital Event Data
4. Attachment D: Access to Texas Health Care Information Collection Public Use Data File

In the event of conflict, ambiguity, or inconsistency between or among any documents, all DSHS documents take precedence over LHE documents, and the HHS Data Use Agreement takes precedence over all other MOU documents.

W. Governing Law and Venue

This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the MOU is fixed in any court of competent jurisdiction of Travis County, Texas.

X. Counterparts and Signatures

The Parties may sign this MOU in counterparts, each of which will be deemed an original, but all of which will together constitute one document. Electronically transmitted signatures will be deemed originals for all purposes related to this MOU.

Y. Entire Agreement

This document constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into this agreement will be harmonized with this agreement to the extent possible.

Z. Signature Authority

By signing below, the Parties agree that they have read the MOU and agree to its terms, and that the persons whose signatures appear below have the authority to execute this MOU on behalf of their respective Party.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE
DSHS Contract No. HHS001472800018

Department of State Health Services

Hidalgo County Health and Human

Signature of Authorized Official

Signature of Authorized Official

Printed Name

Printed Name

Title

Title

Date

Date

ATTACHMENT A

HHS DATA USE AGREEMENT

This Data Use Agreement (“DUA”), effective as of the date the Base Contract into which it is incorporated is signed (“Effective Date”), is entered into by and between a Texas Health and Human Services Enterprise agency (“HHS”), and the Contractor identified in the Base Contract, a political subdivision of the State of Texas (“CONTRACTOR.

ARTICLE 1.

PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information. *45 CFR 164.504(e)(1)-(3)*. This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

ARTICLE 2.

DEFINITIONS

For the purposes of this DUA, capitalized, underlined terms have the meanings set forth in the following: Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Statement of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

(1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;

(2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and

(3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

“Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR, or that CONTRACTOR may, for an Authorized Purpose, create, receive, maintain, use, disclose or have access to, that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (herein “PHI”);
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Individually Identifiable Health Information as related to HIPAA, Texas HIPAA and Personal Identifying Information under the Texas Identity Theft Enforcement and Protection Act;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

“Legally Authorized Representative” of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; and Estates Code Ch. 752.

ARTICLE 3.

CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION

3.01 Obligations of CONTRACTOR

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in

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a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) Except as Required by Law, CONTRACTOR will not disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors (as defined in **45 C.F.R. 160.103**) of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out CONTRACTOR's obligations in connection with the Authorized Purpose.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

All of CONTRACTOR's Authorized Users, Workforce and Subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code Section 2054.519 by the Texas Department of Information Resources.

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, except as otherwise permitted by this DUA, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying either HHS or CONTRACTOR's own legal counsel to determine whether CONTRACTOR should object to the disclosure or access and seek appropriate relief. CONTRACTOR will maintain an accounting of all such requests for disclosure and responses and provide such accounting to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information to carry out CONTRACTOR's obligations in connection with the Authorized Purpose on behalf of CONTRACTOR, unless Subcontractor agrees to comply with all applicable laws, rules and regulations. **45 CFR 164.502(e)(1)(ii); 164.504(e)(1)(i) and (2).**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set which is Confidential Information and subject to this Agreement, CONTRACTOR will make PHI available to HHS in a Designated Record Set upon request. CONTRACTOR will provide PHI to an Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will release PHI in accordance with the HIPAA Privacy Regulations upon receipt of a valid written authorization. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. CONTRACTOR will maintain an accounting of all such disclosures and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.524 and 164.504(e)(2)(ii)(E).**

(I) If PHI is subject to this Agreement, CONTRACTOR will make PHI as required by HIPAA available to HHS for review subsequent to CONTRACTOR's incorporation of any amendments requested pursuant to HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F).**

(J) If PHI is subject to this Agreement, CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528.**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI from an individual with a right of access to information subject to this DUA, it will respond to such request in compliance with the HIPAA Privacy Regulations. CONTRACTOR will maintain an accounting of all responses to requests for access to or amendment of PHI and provide it to HHS within 48 hours of HHS' request. **45 CFR 164.504(e)(2).**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202.**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use PHI for the proper management and administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities. Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may disclose PHI for the

proper management and administration of CONTRACTOR, or to carry out CONTRACTOR's legal responsibilities, if: **45 CFR 164.504(e)(4)(A)**.

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D); or

(2) CONTRACTOR obtains reasonable assurances from the person or entity to which the information is disclosed that the person or entity will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**.

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if required by law and requested by HHS, use commercially reasonable efforts to use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, send to HHS or Destroy, at HHS's election and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or sent to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, HHS acknowledges and agrees that CONTRACTOR is not obligated to send to HHS and/or Destroy any Confidential Information if federal law, state law, the Texas State Library and Archives Commission records retention schedule, and/or a litigation hold notice prohibit such delivery or Destruction. If such delivery or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such delivery or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return delivery or Destruction of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated

threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at infosecurity@hhsc.state.tx.us the HHS information security and privacy initial inquiry (SPI) at Attachment 1 . The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306.**

(R) CONTRACTOR will establish, implement and maintain reasonable procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards).**

(S) CONTRACTOR will designate and identify, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. If such persons fail to develop and implement the requirements of the DUA, CONTRACTOR will replace them upon HHS request. **45 CFR 164.308(a)(2).**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d).**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they

agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the Statement of Work. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1).**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR for an Authorized Purpose for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d).**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary of the U.S. Department of Health and Human Services, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I).**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form, in accordance with applicable rules, regulations and laws. A secure transmission of electronic Confidential Information in motion includes, but is not limited to, Secure File Transfer Protocol (SFTP) or Encryption at an appropriate level. If required by rule, regulation or law, HHS Confidential Information at rest requires Encryption unless there is other adequate administrative, technical, and physical security. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d).**

(Z) For each type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses, has access to or transmits in the performance of the Statement of Work, CONTRACTOR will comply with the following laws rules and regulations, only to the extent applicable and required by law:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;

- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and

Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

(AA) Notwithstanding anything to the contrary herein, CONTRACTOR will treat any Personal Identifying Information it creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with Texas Business and Commerce Code, Chapter 521 and other applicable regulatory standards identified in Section 3.01(Z), and Individually Identifiable Health Information CONTRACTOR creates, receives, maintains, uses, transmits, destroys and/or discloses in accordance with HIPAA and other applicable regulatory standards identified in Section 3.01(Z).

ARTICLE 4.

BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS

4.01 Breach or Event Notification to HHS. 45 CFR 164.400-414.

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's reasonable satisfaction (the "incident response period"). **45 CFR 164.404.**

(C) Breach Notice:

(1) Initial Notice.

(a) For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA; and IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.

(b) Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410.**

(c) Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

(2) Formal Notice. No later than two business days after the Initial Notice above, provide formal notification to privacy@HHSC.state.tx.us and to the HHS division responsible for this DUA, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414.**

(a) The date the Event or Breach occurred;

(b) The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

(c) A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

(d) A brief description of CONTRACTOR's investigation and the status of the investigation;

(e) A description of the types and amount of Confidential Information involved;

(f) Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the Individual and if applicable the, Legally Authorized Representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

(g) CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

(h) CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

(i) The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

(j) The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

(k) Identify, describe or estimate the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

(l) A reasonable schedule for CONTRACTOR to provide regular updates during normal business hours to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

(m) Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

4.02 Investigation, Response and Mitigation. 45 CFR 164.308, 310 and 312; 164.530

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to

expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the reasonable satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

4.03 Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR shall give HHS an opportunity to review and provide feedback to CONTRACTOR and to confirm that CONTRACTOR's notice meets all regulatory requirements regarding the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required by Texas Business and Commerce Code, Chapter 521.053(b) and HIPAA. HHS shall have ten (10) business days to provide said feedback to CONTRACTOR. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, if required by applicable law, rule, or regulation, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the reasonable satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

ARTICLE 5. STATEMENT OF WORK

“Statement of Work” means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Statement of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

ARTICLE 6. GENERAL PROVISIONS

6.01 Oversight of Confidential Information

CONTRACTOR acknowledges and agrees that HHS is entitled to oversee and monitor CONTRACTOR's access to and creation, receipt, maintenance, use, disclosure of the Confidential Information to confirm that CONTRACTOR is in compliance with this DUA.

6.02 HHS Commitment and Obligations

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

6.03 HHS Right to Inspection

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

6.04 Term; Termination of DUA; Survival

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA shall be extended or amended concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(C) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

(1) Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or

(2) Require CONTRACTOR to submit to a Corrective Action Plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or

(3) Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or

(4) Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation, the requested corrective action CONTRACTOR may take to cure the alleged violation, and the action HHS intends to take if the alleged violation is not timely cured by CONTRACTOR.

(D) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(E) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

6.05 Governing Law, Venue and Litigation

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

6.06 Injunctive Relief

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this

DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

6.07 Responsibility.

To the extent permitted by the Texas Constitution, laws and rules, and without waiving any immunities or defenses available to CONTRACTOR as a governmental entity, CONTRACTOR shall be solely responsible for its own acts and omissions and the acts and omissions of its employees, directors, officers, Subcontractors and agents. HHS shall be solely responsible for its own acts and omissions.

6.08 Insurance

(A) As a governmental entity, and in accordance with the limits of the Texas Tort Claims Act, Chapter 101 of the Texas Civil Practice and Remedies Code, CONTRACTOR either maintains commercial insurance or self-insures with policy limits in an amount sufficient to cover CONTRACTOR's liability arising under this DUA. CONTRACTOR will request that HHS be named as an additional insured. HHS reserves the right to consider alternative means for CONTRACTOR to satisfy CONTRACTOR's financial responsibility under this DUA. Nothing herein shall relieve CONTRACTOR of its financial obligations set forth in this DUA if CONTRACTOR fails to maintain insurance.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

6.08 Fees and Costs

Except as otherwise specified in this DUA or the Base Contract, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

6.09 Entirety of the Contract

This DUA is incorporated by reference into the Base Contract as an amendment thereto and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced. If any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

6.10 Automatic Amendment and Interpretation

If there is (i) a change in any law, regulation or rule, state or federal, applicable to HIPPA and/or Confidential Information, or (ii) any change in the judicial or administrative interpretation of any such law, regulation or rule,, upon the effective date of such change, this DUA shall be deemed to have been automatically amended, interpreted and read so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such changes. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.



**Texas HHS System - Data Use Agreement - Attachment 2
SECURITY AND PRIVACY INQUIRY (SPI)**

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses (except A9a) prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers (except A9a and A11) prior to performing any work on behalf of any Texas HHS agency.

For any questions answered "No" (except A9a and A11), an *Action Plan for Compliance with a Timeline* must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

| | |
|--|--|
| <p>1. Does the applicant/bidder access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.)? IF NO, STOP. THE SPI FORM IS NOT REQUIRED.</p> | <p align="right"> <input checked="" type="radio"/> Yes <input type="radio"/> No </p> |
| <p>2. Entity or Applicant/Bidder Legal Name</p> | <p>Legal Name: Hidalgo County Legal Entity Tax Identification Number (TIN) (Last Four Numbers Only): 7176 Procurement/Contract#: _____ Address: 1304 S. 25th Ave City: Edinburg State: TX ZIP: 78542 Telephone #: (956) 383-6221 Email Address: _____</p> |
| <p>3. Number of Employees, at all locations, in Applicant/Bidder's Workforce "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.</p> | <p>Total Employees: 241</p> |
| <p>4. Number of Subcontractors (if Applicant/Bidder will not use subcontractors, enter "0")</p> | <p>Total Subcontractors: 0</p> |
| <p>5. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder (Privacy and Security Official may be the same person.)</p> | <p>A. Security Official: Legal Name: Daniel Salinas Address: 100 E. Cano, 4th Floor City: Edinburg State: TX ZIP: 78539 Telephone #: (956) 292-7010 Email Address: daniel.salinas@co.hidalgo.tx.us</p> <p>B. Privacy Official: Legal Name: Jeanne Salinas Address: 1304 S. 25th Ave City: Edinburg State: TX ZIP: 78542 Telephone #: (956) 383-6221 Email Address: jeanne.salinas@co.hidalgo.tx.us</p> |

| | | | | | | |
|---|---|--|---|--|---|---|
| <p>6. Type(s) of Texas HHS Confidential Information the Applicant/Bidder will create, receive, maintain, use, disclose or have access to: (Check all that apply)</p> <ul style="list-style-type: none"> • Health Insurance Portability and Accountability Act (HIPAA) data • Criminal Justice Information Services (CJIS) data • Internal Revenue Service Federal Tax Information (IRS FTI) data • Centers for Medicare & Medicaid Services (CMS) • Social Security Administration (SSA) • Personally Identifiable Information (PII) | <p>HIPAA <input type="checkbox"/></p> | <p>CJIS <input type="checkbox"/></p> | <p>IRS FTI <input type="checkbox"/></p> | <p>CMS <input checked="" type="checkbox"/></p> | <p>SSA <input type="checkbox"/></p> | <p>PII <input type="checkbox"/></p> |
| <p>Other (Please List)</p> | | | | | | |
| <p>7. Number of Storage Devices for Texas HHS Confidential Information (as defined in the Texas HHS System Data Use Agreement (DUA))</p> <p>Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer.</p> <p>A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.</p> | | | | | | <p>Total # (Sum a-d)</p> <p>312</p> |
| <p>a. Devices. Number of personal user computers, devices or drives, including mobile devices and mobile drives.</p> | | | | | | <p>296</p> |
| <p>b. Servers. Number of Servers that are not in a data center or using Cloud Services.</p> | | | | | | <p>15</p> |
| <p>c. Cloud Services. Number of Cloud Services in use.</p> | | | | | | <p>1</p> |
| <p>d. Data Centers. Number of Data Centers in use.</p> | | | | | | <p>0</p> |
| <p>8. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Texas HHS Confidential Information during one year:</p> | | | | | | <p>Select Option (a-d)</p> |
| <p>a. 499 individuals or less b. 500 to 999 individuals c. 1,000 to 99,999 individuals d. 100,000 individuals or more</p> | | | | | | <p><input type="radio"/> a. <input type="radio"/> b. <input checked="" type="radio"/> c. <input type="radio"/> d.</p> |
| <p>9. HIPAA Business Associate Agreement</p> | | | | | | |
| <p>a. Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered Texas HHS agency for a HIPAA-covered function?</p> | | | | | | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p>b. Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "N/A" if not applicable, such as for agencies not covered by HIPAA.)</p> | | | | | | <p><input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | | | | | | <p><u>Compliance Date:</u></p> |
| <p>10. Subcontractors. If the Applicant/Bidder responded "0" to Question 4 (indicating no subcontractors), check "N/A" for both 'a.' and 'b.'</p> | | | | | | |
| <p>a. Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?</p> | | | | | | <p><input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | | | | | | <p><u>Compliance Date:</u></p> |

| | |
|--|--|
| <p>b. Will Applicant/Bidder agree to require subcontractors who will access Confidential Information to comply with the terms of the DUA, not disclose any Confidential Information to them until they have agreed in writing to the same safeguards and to discontinue their access to the Confidential Information if they fail to comply?</p> | <p> <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> N/A </p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>11. Does Applicant/Bidder have any Optional Insurance currently in place?</p> <p>Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.</p> | <p> <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> N/A </p> |

SECTION B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related requirements for safeguarding Protected Health Information is 30 calendar days from the date this form is signed. Compliance with requirements related to other types of Confidential Information must be confirmed within 90 calendar days from the date the form is signed.

| 1. Written Policies & Procedures. Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum: | Yes or No |
|--|---|
| <p>a. Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>b. Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of Texas HHS Confidential Information on behalf of a Texas HHS agency?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>c. Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of Texas HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>d. Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of Texas HHS Confidential Information, to include at a minimum (if any responses are "No" check "No" for all three):</p> <ul style="list-style-type: none"> i. Immediate breach notification to the Texas HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA; ii. Following a documented breach response plan, in accordance with the DUA and applicable law; & iii. Notifying Individuals and Reporting Authorities whose Texas HHS Confidential Information has been breached, as directed by the Texas HHS agency? | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |

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| <u>Action Plan for Compliance with a Timeline:</u> | <u>Compliance Date:</u> |
| e. Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a Timeline:</u> | <u>Compliance Date:</u> |
| f. Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a Timeline:</u> | <u>Compliance Date:</u> |
| g. Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the Texas HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by a Texas HHS agency? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a Timeline:</u> | <u>Compliance Date:</u> |
| h. Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed Texas HHS Confidential Information in violation of the DUA, the Base Contract or applicable law? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a Timeline:</u> | <u>Compliance Date:</u> |
| i. Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of Texas HHS Confidential Information within 60 days of identification of a need for update? | <input checked="" type="radio"/> Yes <input type="radio"/> No |
| <u>Action Plan for Compliance with a Timeline:</u> | <u>Compliance Date:</u> |

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| <p>j. Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified Texas HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the Texas HHS Confidential Information, except for an Authorized Purpose, without express written authorization from a Texas HHS agency or as expressly permitted by the Base Contract?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>k. If Applicant/Bidder intends to use, disclose, create, maintain, store or transmit Texas HHS Confidential Information outside of the United States, will Applicant/Bidder obtain the express prior written permission from the Texas HHS agency and comply with the Texas HHS agency conditions for safeguarding offshore Texas HHS Confidential Information?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>l. Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with Texas HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>m. Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of Texas HHS Confidential Information?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>n. Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of Texas HHS pursuant to the DUA, or to publish Texas HHS Confidential Information without express prior approval of the Texas HHS agency?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>2. Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle Texas HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling Texas HHS Confidential Information, (2) a requirement to complete training before access is given to Texas HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |

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| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>3. Does Applicant/Bidder have Privacy Safeguards to protect Texas HHS Confidential Information in oral, paper and/or electronic form?</p> <p>"Privacy Safeguards" means protection of Texas HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to Texas HHS Confidential Information, whether oral, written or electronic?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle Texas HHS Confidential Information from the list of Authorized Users?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |

SECTION C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)

This section is about your electronic system. If your business DOES NOT store, access, or transmit Texas HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.

No Electronic Systems

For any questions answered "No," an Action Plan for Compliance with a Timeline must be documented in the designated area below the question. The timeline for compliance with HIPAA-related items is 30 calendar days, PII-related items is 90 calendar days.

1. Does the Applicant/Bidder ensure that services which access, create, disclose, receive, transmit, maintain, or store Texas HHS Confidential Information are maintained IN the United States (no offshoring) unless ALL of the following requirements are met?

- a. The data is encrypted with FIPS 140-2 validated encryption
- b. The offshore provider does not have access to the encryption keys
- c. The Applicant/Bidder maintains the encryption key within the United States
- d. The Application/Bidder has obtained the express prior written permission of the Texas HHS agency

Yes
 No

*For more information regarding FIPS 140-2 encryption products, please refer to:
<http://csrc.nist.gov/publications/fips>*

Action Plan for Compliance with a Timeline:

Compliance Date:

2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?

Yes
 No

Action Plan for Compliance with a Timeline:

Compliance Date:

3. Does Applicant/Bidder monitor and manage access to Texas HHS Confidential Information (e.g., a formal process exists for granting access and validating the need for users to access Texas HHS Confidential Information, and access is limited to Authorized Users)?

Yes
 No

Action Plan for Compliance with a Timeline:

Compliance Date:

4. Does Applicant/Bidder a) have a system for changing default passwords, b) require user password changes at least every 90 calendar days, and c) prohibit the creation of weak passwords (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible) for all computer systems that access or store Texas HHS Confidential Information.

Yes
 No

If yes, upon request must provide evidence such as a screen shot or a system report.

Action Plan for Compliance with a Timeline:

Compliance Date:

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| <p>5. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain Texas HHS Confidential Information have a unique user name (account) and private password?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store Texas HHS Confidential Information?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>7. Does Applicant/Bidder secure, manage and encrypt remote access (including wireless access) to computer systems containing Texas HHS Confidential Information? (e.g., a formal process exists for granting access and validating the need for users to remotely access Texas HHS Confidential Information, and remote access is limited to Authorized Users).</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>8. Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store Texas HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>9. Does Applicant/Bidder secure physical access to computer, paper, or other systems containing Texas HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |

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| <p>10. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information that is <u>transmitted</u> over a public network (e.g., the Internet, WiFi, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>11. Does Applicant/Bidder use encryption products to protect Texas HHS Confidential Information <u>stored</u> on end user devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.)?</p> <p>If yes, upon request must provide evidence such as a screen shot or a system report.</p> <p><i>Encryption is required for all Texas HHS Confidential Information. Additionally, FIPS 140-2 validated encryption is required for Health Insurance Portability and Accountability Act (HIPAA) data, Criminal Justice Information Services (CJIS) data, Internal Revenue Service Federal Tax Information (IRS FTI) data, and Centers for Medicare & Medicaid Services (CMS) data.</i></p> <p><i>For more information regarding FIPS 140-2 encryption products, please refer to: http://csrc.nist.gov/publications/fips</i></p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>12. Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting Texas HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>13. Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>14. Does Applicant/Bidder prohibit the access, creation, disclosure, reception, transmission, maintenance, and storage of Texas HHS Confidential Information with a subcontractor (e.g., cloud services, social media, etc.) unless Texas HHS has approved the subcontractor agreement which must include compliance and liability clauses with the same requirements as the Applicant/Bidder?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |

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| <p>15. Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>16. Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store Texas HHS Confidential Information contain up-to-date anti-malware and antivirus protection?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>17. Does the Applicant/Bidder review system security logs on computing systems that access or store Texas HHS Confidential Information for abnormal activity or security concerns on a regular basis?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>18. Notwithstanding records retention requirements, does Applicant/Bidder's disposal processes for Texas HHS Confidential Information ensure that Texas HHS Confidential Information is destroyed so that it is unreadable or undecipherable?</p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |
| <p>19. Does the Applicant/Bidder ensure that all public facing websites and mobile applications containing Texas HHS Confidential Information meet security testing standards set forth within the Texas Government Code (TGC), Section 2054.516; including requirements for implementing vulnerability and penetration testing and addressing identified vulnerabilities?</p> <p><i>For more information regarding TGC, Section 2054.516 DATA SECURITY PLAN FOR ONLINE AND MOBILE APPLICATIONS, please refer to: https://legiscan.com/TX/text/HBB/2017</i></p> | <p><input checked="" type="radio"/> Yes <input type="radio"/> No</p> |
| <p><u>Action Plan for Compliance with a Timeline:</u></p> | <p><u>Compliance Date:</u></p> |

ATTACHMENT B

ACCESS TO PUBLIC HEALTH DASHBOARDS

I. PURPOSE

DSHS will provide LHE access to public health dashboards and data visualizations created by DSHS for certain data sets maintained by DSHS. LHE may access de-identified data on these dashboards for LHE's jurisdiction for the purpose of providing essential public health services even if it does not have an agreement with DSHS to access identified data; and, upon DSHS approval, statewide views may also be made available on public health dashboards.

II. SPECIAL CONSIDERATIONS FOR THE USE OF PUBLIC HEALTH DASHBOARDS

- a) Dashboards and other data visualizations, including exports of information from these dashboards and data visualizations, created by DSHS and shared with LHE, may contain potentially identifiable public health data.
- b) To receive potentially identifiable public health data sets from the dashboard(s) and/or data visualizations, an agreement under the MOU for the sharing of said data sets is required prior to the sharing of potentially identifiable public health data.
- c) Only individuals having access credentials provided by DSHS are authorized to access these dashboards and/or data visualizations.
- d) At its sole discretion, DSHS may or may not suppress data on public health dashboards or other data visualizations shared with LHE.
- e) LHE shall not make any attempt to use the data on the dashboard or data visualizations to identify a person represented on the dashboard.

III. LIST OF INDIVIDUALS ACCESSING PUBLIC HEALTH DASHBOARD

LHE shall comply with Section IV(A) of the MOU regarding authorized users, including submission of information and notification of change in authorized users, having access to the public health dashboards under this document.

IV. REPRESENTATIVES FOR PUBLIC HEALTH DASHBOARDS

The representatives authorized to administer activities for public health dashboards under this document on behalf of their respective Party are listed under Article VI, Designation of Representatives, of the MOU.

ATTACHMENT C

ACCESS TO VITAL EVENT DATA

I. PURPOSE

DSHS agrees to provide LHE access to certain confidential data and information extracted from designated birth, death, fetal death and/or linked birth-infant death (“BID”) records maintained by DSHS. LHE may access the vital event data that occurred in Texas for all residents of LHE’s jurisdiction and contiguous jurisdictions as approved by DSHS (see Article III, LHE Jurisdiction, of the Contract) for the purpose set forth in Section IV herein.

II. LEGAL AUTHORITY

In addition to Chapter 121 of the Texas Health and Safety Code, DSHS has legal authority under the following statutes and administrative rules to share the data described herein:

- a) Section 191.051 of the Texas Health and Safety Code;
- b) Rule 181.1(21) in Title 25 of the Texas Administrative Code; and
- c) Section 1001.089(b) of the Texas Health and Safety Code.

III. DESCRIPTION OF VITAL EVENT DATA TO BE PROVIDED

DSHS will provide LHE with provisional and statistically locked data files via secure data exchange, according to the variables outlined in Exhibit 1, Exhibit 2, and Exhibit 3, which is/are attached hereto, incorporated herein, and made part of the MOU for all purposes. In BID files, variables provided include only those death certificate items identified in the birth and death checklists in the Exhibit(s) attached and are completed for death certificates. If provisional files are available, then variables provided include only those items identified in the Exhibit(s) that are available for provisional data.

- A. DSHS will provide residence data compiled by the usual place of residence without regard to the demographic place where the event occurred within Texas. For births and fetal deaths, the mother’s usual residence is used as the place of residence.
- B. DSHS will provide access to vital event data and information according to the following schedule and conditions:
 1. Access to data files will be provided approximately thirty (30) calendar days after the effective date of this MOU, or if access to certain data is approved through an amendment, then (thirty) 30 calendar days from effective date of the respective amendment. These data files will consist of:
 - Birth: data for years 2005 through the latest year of available data, as defined in Exhibit 1;
 - Death: data for years 2006 through the latest year of available data, as defined in Exhibit 2;
 - Fetal Death: data for years 2006 through the latest year of available data, as defined in Exhibit 3; and
 - BID: data for years 2006 through the latest year of available data, as defined in the applicable exhibits.
 2. The standard data sets for birth, death, and fetal death will be provided to each LHE as defined in Exhibit 1, Exhibit 2, and Exhibit 3, respectively. The standard data sets may be updated at DSHS’ sole discretion to add, delete, or modify data elements. DSHS

- may periodically add descriptive or calculated variables based on these data elements.
3. Data will be automatically updated when the new data files are available.
 4. Once DSHS has granted an LHE authorized user access, that individual shall have log in access to the data twenty-four hours a day, seven days a week.
 5. Annual statistically locked data files will replace that year's provisional data.

IV. INTENDED USE OF VITAL EVENT DATA

To monitor and analyze incidences of diseases to improve public health in the community.

V. SPECIAL CONSIDERATIONS FOR THE USE OF VITAL EVENT DATA

Under no circumstances shall LHE utilize the data and information to identify, disclose, or discover information concerning the specific adoptions, paternity determinations, or the identity of the parents of children who are the subjects of adoption placements. Any accidental identification of this information related to a child or parents of that child shall not be disclosed.

VI. LIST OF INDIVIDUALS ACCESSING DATA

In accordance with Section IV(A) of the MOU, LHE shall submit a list of staff names, titles, and email addresses in writing to the DSHS Representative identified in Section VII herein or through the DSHS identity and access management system, based upon guidance provided by DSHS. LHE shall notify DSHS Representatives of any changes in staff that require removal from the list of authorized users. Such notification must be made in writing or through DSHS' identity and access management system within five (5) business days of any staffing changes. On an annual basis and as additionally requested by DSHS, LHE shall certify the list of authorized users in writing to the DSHS Representatives identified in this MOU or through DSHS' identity and access management system, based upon guidance provided by DSHS.

VII. VITAL EVENT DATA ATTACHMENTS

The following exhibits are attached to this vital event data document and is/are incorporated into this document for all purposes.

- Exhibit 1: Checklist for Birth Certificate Data 2005 and beyond
- Exhibit 2: Checklist for Death Certificate Data 2006 and beyond
- Exhibit 3: Checklist for Fetal Death Certificate Data 2006 and beyond

VIII. VITAL EVENT DATA REPRESENTATIVES

The following will act as the representatives authorized to administer activities for vital event data under this document on behalf of their respective Party.

| DSHS Contract Management Section (CMS) | DSHS Center for Health Statistics (CHS) | Hidalgo County Health and Human Services (LHE) |
|--|---|--|
| <p>Gretchen Wells Contract Manager 1100 W 49th Street, MC1990 Austin, Texas 78756 (512) 776-2679 Gretchen.Wells@dshs.texas.gov</p> | <p>Jason Lucas Branch Manager PO Box 149347, MC 1898 Austin, Texas 78714-9347 (512) 776-6439 HIRBRequests@dshs.texas.gov</p> | <p>Clarissa Perez 1304 S. 25th Ave Edinburg, Tx 78542 (956) 318-2426 clarissa.perez@hchd.org</p> |

ATTACHMENT C
ACCESS TO VITAL EVENT DATA
EXHIBIT 1

Checklist for Birth Certificate Data
2005 and beyond

Instructions:

1. Since these data are confidential, all requested certificate items need to have brief justifications according to LHE project aims.
2. If a certificate item is used for linkage, then state how and whether it will be removed from the resulting linked analysis file. If the certificate item will be retained in the linked analysis file, please also provide a brief justification according to LHE project aims.
3. For certain sensitive data elements, such as certificate number or residence address, consider alternative means of accomplishing LHE project aims while using less sensitive data. Examples include creating a LHE unique identifier instead of requesting the certificate number and requesting geocoded census tracts instead of residence address.

I. Birth Certificate Items Available Electronically

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|---|---|
| <input checked="" type="checkbox"/> | | Random Unique ID (unrelated to certificate number) | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input type="checkbox"/> | | Birth Number (Certificate Number) | |
| <input checked="" type="checkbox"/> | | Child's Birth State | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | 1. | Child's Name | |
| <input checked="" type="checkbox"/> | | First | |
| <input checked="" type="checkbox"/> | | Middle | |
| <input checked="" type="checkbox"/> | | Last | |
| <input checked="" type="checkbox"/> | | Suffix | |
| <input checked="" type="checkbox"/> | 2. | Date of Birth (mm/dd/yyyy) | |
| <input checked="" type="checkbox"/> | 3. | Sex | |
| <input checked="" type="checkbox"/> | 4a. | Place of Birth – County | |
| <input checked="" type="checkbox"/> | 4b. | City or Town | |
| <input checked="" type="checkbox"/> | 5. | Time of Birth AM/PM | |
| <input checked="" type="checkbox"/> | 6a. | Plurality - Single, Twin, Triplet, etc. | |
| <input checked="" type="checkbox"/> | 6b. | If Plural Birth, Born, 1st, 2nd, 3rd, etc. | |
| <input checked="" type="checkbox"/> | 7a. | Place of Birth: Clinic/Doctor's Office Licensed Birthing Center Hospital Home Birth (Planned to deliver at home? Yes/No) Other: Other (Specify) - <i>includes residential addresses for home births</i> | |
| <input checked="" type="checkbox"/> | 7b. | Name of Hospital or Birthing Center (<i>street address for not institution</i>) | |
| <input checked="" type="checkbox"/> | 8b. | Attendant Type: MD, DO, CNM, Midwife, Other | |

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| | | | |
|-------------------------------------|--------------------|---|---|
| <input checked="" type="checkbox"/> | | Other (Specify): | |
| <input checked="" type="checkbox"/> | 10. | Mother's Name Prior to First Marriage | |
| <input checked="" type="checkbox"/> | | First | |
| <input checked="" type="checkbox"/> | | Middle | |
| <input checked="" type="checkbox"/> | | Last | |
| <input checked="" type="checkbox"/> | | Suffix | |
| <input checked="" type="checkbox"/> | 11 | Date of Birth (mm/dd/yyyy) | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | 12 | Birthplace (state, territory, or foreign country) | |
| <input checked="" type="checkbox"/> | 13a. | Residence State | |
| <input checked="" type="checkbox"/> | 13b. | County | |
| <input checked="" type="checkbox"/> | 13c. | City, Town or Location | |
| <input checked="" type="checkbox"/> | 13d. | Street Address or Rural Location | |
| <input checked="" type="checkbox"/> | | Mother's residence apartment number | |
| <input checked="" type="checkbox"/> | 13e. | Zip Code | |
| <input checked="" type="checkbox"/> | 13f. | Inside City Limits (Yes/No) | |
| <input checked="" type="checkbox"/> | 14. | Mother's Mailing Address | |
| <input checked="" type="checkbox"/> | | Mother's Mailing Apartment Number | |
| <input checked="" type="checkbox"/> | | Mother's Mailing City | |
| <input checked="" type="checkbox"/> | | Mother's Mailing State | |
| <input checked="" type="checkbox"/> | Item Number | Item Descriptor | |
| <input checked="" type="checkbox"/> | | Mother's Mailing Zip Code | |
| <input checked="" type="checkbox"/> | | Same as Residence, or: | |
| <input checked="" type="checkbox"/> | 15. | Father Name | |
| <input checked="" type="checkbox"/> | | First | |
| <input checked="" type="checkbox"/> | | Middle | |
| <input checked="" type="checkbox"/> | | Last | |
| <input checked="" type="checkbox"/> | | Suffix | |
| <input checked="" type="checkbox"/> | 16. | Date of Birth (mm/dd/yyyy) | |
| <input checked="" type="checkbox"/> | 17. | Birthplace (state, territory or foreign country) | |

Items 19 through 65 are Confidential Information for medical and public health use. Texas Health and Safety Code, [Sec.192.002\(b\)](#)

| <input checked="" type="checkbox"/> | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|-----------------------------------|--|
| <input checked="" type="checkbox"/> | 19. | Mother's Current Legal Name | Provision of essential public health services per Health and Safety Code 1001.089 and 121.002, and as approved by program. |
| <input checked="" type="checkbox"/> | | First | |
| <input checked="" type="checkbox"/> | | Middle | |
| <input checked="" type="checkbox"/> | | Last | |
| <input checked="" type="checkbox"/> | 22. | Mother Married (Yes/No) | |
| <input checked="" type="checkbox"/> | 26 | Father's Mailing Address | |
| <input checked="" type="checkbox"/> | | Father's Mailing Apartment Number | |
| <input checked="" type="checkbox"/> | | Father's Mailing City | |
| <input checked="" type="checkbox"/> | | Father's Mailing State | |
| <input checked="" type="checkbox"/> | | Father's Mailing Zip Code | |
| <input checked="" type="checkbox"/> | | Same as Mother | |
| <input checked="" type="checkbox"/> | 27. | Mother's Education | |
| | | 8th Grade or Less | |
| | | 9th - 12th Grade, No Diploma | |

| | | | |
|-------------------------------------|--------------------|---|--|
| | | High School Graduate or GED | |
| | | Some College Credit, but No Degree | |
| | | Associate Degree (e.g., AA, AS) | |
| | | Bachelor's Degree (e.g., BA, AB, BS) | |
| | | Master's Degree (e.g. MA, MS, MEng, Med, MSW, MBA) | |
| | | Doctorate (e.g., PhD, EdD) or Professional Degree (e.g., MD, DDS, DVM, LLB, JD) | |
| | 28. | Mother of Hispanic Origin? | Provision of essential public health services per Health and Safety Code 1001.089 and 121.002, and as approved by program. |
| <input checked="" type="checkbox"/> | | No, Not Spanish, Hispanic/Latina | |
| <input checked="" type="checkbox"/> | | Yes, Mexican, Mexican American, Chicana | |
| <input checked="" type="checkbox"/> | | Yes, Puerto Rican | |
| <input checked="" type="checkbox"/> | | Yes, Cuban | |
| <input checked="" type="checkbox"/> | | Yes, Other Spanish, Hispanic/Latina | |
| <input checked="" type="checkbox"/> | | Yes, Other Spanish, Hispanic/Latina (Specify) | |
| <input checked="" type="checkbox"/> | | Mother of Hispanic Origin: Unknown | |
| | 29. | Mother's Race | |
| <input checked="" type="checkbox"/> | | White | |
| <input checked="" type="checkbox"/> | | Black or African American | |
| <input checked="" type="checkbox"/> | Item Number | Item Descriptor | |
| <input checked="" type="checkbox"/> | | American Indian or Alaska Native | |
| <input checked="" type="checkbox"/> | | American Indian or Alaska Native (Name of the enrolled or principal tribe) | |
| <input checked="" type="checkbox"/> | | Asian Indian | |
| <input checked="" type="checkbox"/> | | Chinese | |
| <input checked="" type="checkbox"/> | | Filipino | |
| <input checked="" type="checkbox"/> | | Japanese | |
| <input checked="" type="checkbox"/> | | Korean | |
| <input checked="" type="checkbox"/> | | Vietnamese | |
| <input checked="" type="checkbox"/> | | Other Asian | |
| <input checked="" type="checkbox"/> | | Other Asian (Specify) | |
| <input checked="" type="checkbox"/> | | Native Hawaiian | |
| <input checked="" type="checkbox"/> | | Guamanian or Chamorro | |
| <input checked="" type="checkbox"/> | | Samoan | |
| <input checked="" type="checkbox"/> | | Other Pacific Islander | |
| <input checked="" type="checkbox"/> | | Other Pacific Islander (Specify) | |
| <input checked="" type="checkbox"/> | | Other | |
| <input checked="" type="checkbox"/> | | Other (Specify) | |
| <input checked="" type="checkbox"/> | | Mother's Race: Unknown | |
| <input checked="" type="checkbox"/> | 30. | Father's Education | |
| | | 8th Grade or Less | |
| | | 9th - 12th Grade, No Diploma | |
| | | High School Graduate or GED | |
| | | Some College Credit, but No Degree | |
| | | Associates Degree (e.g., AA, AS) | |
| | | Bachelor's Degree (e.g., BA, AB, BS) | |
| | | Master's Degree (e.g., MA, MS, MEng, Med, MSW, MBA) | |
| | | Doctorate (e.g., PhD, EdD) or Professional Degree (e.g., MD, DDS, DVM, LLB, JD) | |

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| | | | |
|-------------------------------------|--------------------|--|--|
| | 31. | Father of Hispanic Origin? | |
| <input checked="" type="checkbox"/> | | No, not Spanish, Hispanic/Latino | |
| <input checked="" type="checkbox"/> | | Yes, Mexican, Mexican American, Chicana | |
| <input checked="" type="checkbox"/> | | Yes, Puerto Rican | |
| <input checked="" type="checkbox"/> | | Yes, Cuban | |
| <input checked="" type="checkbox"/> | | Yes, Other Spanish, Hispanic/Latino | |
| <input checked="" type="checkbox"/> | | Yes, Other Spanish, Hispanic/Latino (Specify) | |
| <input checked="" type="checkbox"/> | | Father of Hispanic Origin: Unknown | |
| | 32. | Father's Race | Provision of essential public health services per Health and Safety Code 1001.089 and 121.002, and as approved by program. |
| <input checked="" type="checkbox"/> | | White | |
| <input checked="" type="checkbox"/> | | Black or African American | |
| <input checked="" type="checkbox"/> | | American Indian or Alaska Native | |
| <input checked="" type="checkbox"/> | | American Indian or Alaska Native (Name of the enrolled or principal tribe) | |
| <input checked="" type="checkbox"/> | | Asian Indian | |
| <input checked="" type="checkbox"/> | | Chinese | |
| <input checked="" type="checkbox"/> | | Filipino | |
| <input checked="" type="checkbox"/> | | Japanese | |
| <input checked="" type="checkbox"/> | | Korean | |
| <input checked="" type="checkbox"/> | Item Number | Item Descriptor | |
| <input checked="" type="checkbox"/> | | Vietnamese | |
| <input checked="" type="checkbox"/> | | Other Asian | |
| <input checked="" type="checkbox"/> | | Other Asian (Specify) | |
| <input checked="" type="checkbox"/> | | Native Hawaiian | |
| <input checked="" type="checkbox"/> | | Guamanian or Chamorro | |
| <input checked="" type="checkbox"/> | | Samoan | |
| <input checked="" type="checkbox"/> | | Other Pacific Islander | |
| <input checked="" type="checkbox"/> | | Other Pacific Islander (Specify) | |
| <input checked="" type="checkbox"/> | | Other | |
| <input checked="" type="checkbox"/> | | Other (Specify) | |
| <input checked="" type="checkbox"/> | | Father's Race: Unknown | |
| | 33. | Mother | |
| <input checked="" type="checkbox"/> | | Usual Occupation | |
| | 34. | Father | |
| <input checked="" type="checkbox"/> | | Usual Occupation | |
| | 35. | Mother | |
| <input checked="" type="checkbox"/> | | Type of Business/Industry | |
| | 36. | Father | |
| <input checked="" type="checkbox"/> | | Type of Business/Industry | |
| | | Pregnancy History | |
| | | PREVIOUS LIVE BIRTHS (Do not include this child) | |
| <input checked="" type="checkbox"/> | 37a. | Now Living | |
| | | Number | |
| | | None | |
| <input checked="" type="checkbox"/> | 37b. | Now Dead | |
| | | Number | |
| | | None | |

| | | |
|-------------------------------------|--------------------|---|
| <input checked="" type="checkbox"/> | 37c. | Date of Last Live Birth (mm/yyyy) |
| <input checked="" type="checkbox"/> | 37d. | OTHER PREGNANCY OUTCOMES |
| | | Number |
| | | None |
| <input checked="" type="checkbox"/> | 37e. | Date Last Other Pregnancy Ended (mm/yyyy) |
| | 38. | SOURCE OF PRENATAL CARE (check all that apply) |
| <input checked="" type="checkbox"/> | | Hospital Clinic |
| <input checked="" type="checkbox"/> | | Public Health Clinic |
| <input checked="" type="checkbox"/> | | Private Physician |
| <input checked="" type="checkbox"/> | | Midwife |
| <input checked="" type="checkbox"/> | | None |
| <input checked="" type="checkbox"/> | | Unknown |
| <input checked="" type="checkbox"/> | | Other |
| <input checked="" type="checkbox"/> | | Other (Specify) |
| <input checked="" type="checkbox"/> | 39. | Mother's Medicaid Number |
| <input checked="" type="checkbox"/> | 40. | Mother's Prepregnancy Weight (pounds) |
| <input checked="" type="checkbox"/> | 41. | Mother's Weight at Delivery (pounds) |
| <input checked="" type="checkbox"/> | Item Number | Item Descriptor |
| <input checked="" type="checkbox"/> | 42. | Mother's Height (feet/inches) |
| <input checked="" type="checkbox"/> | 43. | Date Last Normal Menses Began (mm/dd/yyyy) |
| | | PRENATAL CARE |
| <input checked="" type="checkbox"/> | | No Prenatal Care |
| <input checked="" type="checkbox"/> | 44a. | Date of First Visit (mm/dd/yyyy) |
| <input checked="" type="checkbox"/> | 44b. | Date of Last Visit (mm/dd/yyyy) |
| <input checked="" type="checkbox"/> | 44c. | Number of Prenatal Visits |
| <input checked="" type="checkbox"/> | 45. | Cigarette Smoking Before and During Pregnancy Average Number of Cigarettes or Packs of Cigarettes Smoked per Day |
| | | Three Months Before Pregnancy |
| <input checked="" type="checkbox"/> | | # of Cigarettes |
| <input checked="" type="checkbox"/> | | # of Packs |
| | | First Three Months of Pregnancy |
| <input checked="" type="checkbox"/> | | # of Cigarettes |
| <input checked="" type="checkbox"/> | | # of Packs |
| | | Second Three Months of Pregnancy |
| <input checked="" type="checkbox"/> | | # of Cigarettes |
| <input checked="" type="checkbox"/> | | # of Packs |
| | | Third Trimester of Pregnancy |
| <input checked="" type="checkbox"/> | | # of Cigarettes |
| <input checked="" type="checkbox"/> | | # of Packs |
| <input checked="" type="checkbox"/> | 46. | Principal Source of Payment for this Delivery |
| | | Private Insurance |
| | | Medicaid |
| | | Self-pay |
| <input checked="" type="checkbox"/> | | Other (Specify) |
| <input checked="" type="checkbox"/> | 47. | Did Mother get WIC Food for Herself During this Pregnancy? (Yes/No) |
| <input checked="" type="checkbox"/> | 48. | Mother Transferred for Maternal Medical or Fetus Indications |

Provision of essential public health services per Health and Safety Code 1001.089 and 121.002, and as approved by program.

| | | | |
|-------------------------------------|--------------------|--|--|
| <input checked="" type="checkbox"/> | | for this Delivery? (Yes/No) If Yes, Enter the Name of Facility Mother Transferred From: | |
| | 49. | Risk Factors in this Pregnancy (check all that apply) | |
| | | Diabetes | |
| <input checked="" type="checkbox"/> | | Prepregnancy (diagnosis prior to this pregnancy) | |
| <input checked="" type="checkbox"/> | | Gestational (diagnosis in this pregnancy) | |
| | | Hypertension | |
| <input checked="" type="checkbox"/> | | Prepregnancy (chronic) | |
| <input checked="" type="checkbox"/> | | Gestational (PIH preeclampsia) | |
| <input checked="" type="checkbox"/> | | Eclampsia | |
| <input checked="" type="checkbox"/> | | Previous Preterm Birth | |
| <input checked="" type="checkbox"/> | | Other Previous Poor Pregnancy Outcome (includes perinatal death, small-for-gestational age/intrauterine growth restricted growth) | Provision of essential public health services per Health and Safety Code 1001.089 and 121.002, and as approved by program. |
| <input checked="" type="checkbox"/> | | Pregnancy Resulted from Infertility Treatment | |
| <input checked="" type="checkbox"/> | | Fertility-enhancing Drugs, Artificial Insemination, or Intrauterine Insemination | |
| <input checked="" type="checkbox"/> | | Assisted Reproductive Technology (e.g., IVF, GIFT) | |
| <input checked="" type="checkbox"/> | | Mother had Previous Cesarean Delivery | |
| <input checked="" type="checkbox"/> | | If yes, how many | |
| <input checked="" type="checkbox"/> | Item Number | Item Descriptor | |
| <input checked="" type="checkbox"/> | | Antiretrovirals Administered During Pregnancy or at Delivery (Variables which provide or imply HIV or STD infection status cannot be provided to agencies outside of DSHS) | |
| <input checked="" type="checkbox"/> | | None of the Above | |
| | 50. | Infections Present and/or Treated During this Pregnancy (Variables which provide or imply HIV or STD infection status cannot be provided to agencies outside of DSHS) | |
| <input checked="" type="checkbox"/> | | Gonorrhea | |
| <input checked="" type="checkbox"/> | | Syphilis | |
| <input checked="" type="checkbox"/> | | Chlamydia | |
| <input checked="" type="checkbox"/> | | Hepatitis B | |
| <input checked="" type="checkbox"/> | | Hepatitis C | |
| <input checked="" type="checkbox"/> | | None of the Above | |
| <input checked="" type="checkbox"/> | 51a. | HIV Test Done Prenatally (Yes/No) - <i>available for 2011 onwards</i> | |
| <input checked="" type="checkbox"/> | | First Trimester | |
| <input checked="" type="checkbox"/> | | Second Trimester | |
| <input checked="" type="checkbox"/> | | Third Trimester | |
| <input checked="" type="checkbox"/> | | Unknown | |
| <input checked="" type="checkbox"/> | | None | |
| <input checked="" type="checkbox"/> | 51b. | HIV Test Done at Delivery (Yes/No) | |
| <input checked="" type="checkbox"/> | | Infant Tested for HIV at Birth (Yes/No) - <i>available for 2011 onwards</i> | |
| | 52. | Obstetric Procedures | |
| <input checked="" type="checkbox"/> | | Cervical Cerclage | |
| <input checked="" type="checkbox"/> | | Tocolysis | |
| | | External Cephalic Version: | |
| <input checked="" type="checkbox"/> | | Successful | |
| <input checked="" type="checkbox"/> | | Failed | |

| | | |
|-------------------------------------|--------------------|--|
| <input checked="" type="checkbox"/> | | None of the Above |
| | 53. | Onset of Labor |
| <input checked="" type="checkbox"/> | | Premature Rupture of the Membranes (prolonged ≥ 12 hrs.) |
| <input checked="" type="checkbox"/> | | Precipitous Labor (< 3 hrs.) |
| <input checked="" type="checkbox"/> | | Prolonged Labor (≥ 20 hrs.) |
| <input checked="" type="checkbox"/> | | None of the Above |
| | 54. | Characteristics of Labor and Delivery |
| <input checked="" type="checkbox"/> | | Induction of Labor |
| <input checked="" type="checkbox"/> | | Augmentation of Labor |
| <input checked="" type="checkbox"/> | | Non-Vertex of Labor |
| <input checked="" type="checkbox"/> | | Steroids (glucocorticoids) for Fetal Lung Maturation Received by the Mother Prior to Delivery |
| <input checked="" type="checkbox"/> | | Antibiotics Received by the Mother During Labor |
| <input checked="" type="checkbox"/> | | Chorioamnionitis or Maternal Temperature ≥38°C (100.4°F) |
| <input checked="" type="checkbox"/> | | Moderate/Heavy Meconium Staining of the Amniotic Fluid |
| <input checked="" type="checkbox"/> | | Fetal Intolerance of Labor Such That One or More of the Following Actions was Taken: In-Utero Resuscitative Measures, Further Fetal Assessment or Operative Delivery |
| <input checked="" type="checkbox"/> | | Epidural or Spinal Anesthesia During Labor |
| <input checked="" type="checkbox"/> | | None of the Above |
| | 55. | Method of Delivery |
| <input checked="" type="checkbox"/> | 55a. | Was Delivery with Forceps Attempted but Unsuccessful? (Yes/No) |
| <input checked="" type="checkbox"/> | Item Number | Item Descriptor |
| <input checked="" type="checkbox"/> | 55b. | Was Delivery with Vacuum Extraction Attempted but Unsuccessful? (Yes/No) |
| <input checked="" type="checkbox"/> | 55c. | Fetal Presentation at Birth |
| | | Cephalic |
| | | Breech |
| | | Other |
| <input checked="" type="checkbox"/> | 55d. | Final Route and Method of Delivery (check one) |
| | | Vaginal/Spontaneous |
| | | Vaginal/Forceps |
| | | Vaginal/Vacuum |
| <input checked="" type="checkbox"/> | | Cesarean If Cesarean, was a Trial of Labor Attempted: (Yes/No) |
| | 56. | Maternal Morbidity - Complications Associated with Labor and Delivery (Check All That Apply) |
| <input checked="" type="checkbox"/> | | Maternal Transfusion |
| <input checked="" type="checkbox"/> | | Third- or Fourth-Degree Perineal Laceration |
| <input checked="" type="checkbox"/> | | Ruptured Uterus |
| <input checked="" type="checkbox"/> | | Unplanned Hysterectomy |
| <input checked="" type="checkbox"/> | | Admission to Intensive Care Unit |
| <input checked="" type="checkbox"/> | | Unplanned Operating Room Procedure Following Delivery |
| <input checked="" type="checkbox"/> | | None of the Above |
| | | Newborn Information |
| <input checked="" type="checkbox"/> | 57. | Hepatitis B Immunization Given? (Yes/No) |

Provision of essential public health services per Health and Safety Code 1001.089 and 121.002, and as approved by program.

| | | | |
|-------------------------------------|--------------------|---|--|
| | 58. | Birthweight (G or LB. OZ.) | |
| <input checked="" type="checkbox"/> | | G | |
| <input checked="" type="checkbox"/> | | LB | |
| <input checked="" type="checkbox"/> | | OZ | |
| <input checked="" type="checkbox"/> | 59. | Obstetric Estimate of Gestation (completed weeks) | |
| <input checked="" type="checkbox"/> | 60a. | Apgar Score at 5 Minutes | |
| <input checked="" type="checkbox"/> | 60b. | If 5 Minute Score is Less Than 6, Apgar Score at 10 Minutes | |
| <input checked="" type="checkbox"/> | 61. | Is the Infant Living at the Time of the Report? (Yes/No) | |
| <input checked="" type="checkbox"/> | 62. | Is the Infant Being Breastfed at the Time of Discharge? | |
| | | Yes | |
| | | No | |
| | | Infant Transferred, Status Unknown | |
| | 63. | Abnormal Conditions of the Newborn (check all that apply) | |
| <input checked="" type="checkbox"/> | | Assisted Ventilation Required Immediately Following Delivery | Provision of essential public health services per Health and Safety Code 1001.089 and 121.002, and as approved by program. |
| <input checked="" type="checkbox"/> | | Assisted Ventilation Required for More Than 6 Hours | |
| <input checked="" type="checkbox"/> | | NICU Admission | |
| <input checked="" type="checkbox"/> | | Newborn Given Surfactant Replacement Therapy | |
| <input checked="" type="checkbox"/> | | Antibiotics Received by the Newborn for Suspected Neonatal Sepsis | |
| <input checked="" type="checkbox"/> | | Seizure or Serious Neurologic Dysfunction | |
| <input checked="" type="checkbox"/> | | Significant Birth Injury (Skeletal Fracture(s), Peripheral Nerve Injury, and/or Soft Tissue/Solid Organ Hemorrhage Which Requires Intervention) | |
| <input checked="" type="checkbox"/> | Item Number | Item Descriptor | |
| <input checked="" type="checkbox"/> | | None of the Above | |
| | 64. | Congenital Anomalies of the Newborn (check all that apply) | |
| <input checked="" type="checkbox"/> | | Anencephaly | |
| <input checked="" type="checkbox"/> | | Meningomyelocele/Spina Bifida | |
| <input checked="" type="checkbox"/> | | Cyanotic Congenital Heart Disease | |
| <input checked="" type="checkbox"/> | | Congenital Diaphragmatic Hernia | |
| <input checked="" type="checkbox"/> | | Omphalocele | |
| <input checked="" type="checkbox"/> | | Gastroschisis | |
| <input checked="" type="checkbox"/> | | Limb Reduction Defect (excluding congenital amputation and dwarfing syndromes) | |
| <input checked="" type="checkbox"/> | | Cleft Lip with or Without Cleft Palate | |
| <input checked="" type="checkbox"/> | | Cleft Palate Alone | |
| <input checked="" type="checkbox"/> | | Down Syndrome | |
| <input checked="" type="checkbox"/> | | Karyotype Confirmed | |
| <input checked="" type="checkbox"/> | | Karyotype Pending | |
| <input checked="" type="checkbox"/> | | Suspected Chromosomal Disorder | |
| <input checked="" type="checkbox"/> | | Karyotype Confirmed | |
| <input checked="" type="checkbox"/> | | Karyotype Pending | |
| <input checked="" type="checkbox"/> | | Hypospadias | |
| <input checked="" type="checkbox"/> | | None of the Anomalies Listed Above | |
| <input checked="" type="checkbox"/> | 65. | Was Infant Transferred Within 24 Hours of Delivery? (Yes/No) | |
| <input checked="" type="checkbox"/> | | If Yes, Name of Facility Infant Transferred to: | |

II. Variables Calculated Based on the Certificate Information

DSHS Contract No. HHS001472800018

| ✓ | Item Number | Item Descriptor | Justification | |
|-------------------------------------|-------------|--|--|--|
| <input checked="" type="checkbox"/> | | Father's Age | Provision of essential public health services per Health and Safety Code 1001.089 and 121.002, and as approved by program. | |
| <input checked="" type="checkbox"/> | | Mother's Age | | |
| <input checked="" type="checkbox"/> | | Mother's Combined Race / Ethnicity | | |
| <input checked="" type="checkbox"/> | | Mother's Bridged Race Code <i>(determined by NCHS)</i> | | |
| <input checked="" type="checkbox"/> | | Father's Bridged Race Code <i>(determined by NCHS)</i> | | |
| <input checked="" type="checkbox"/> | | Birth Weight Group | | |
| <input checked="" type="checkbox"/> | | Birth Weight Calculated in Grams | | |
| <input checked="" type="checkbox"/> | | Birth Weight Priority (2005-2017) | | |
| <input checked="" type="checkbox"/> | | Calculated Gestation or Length of Pregnancy | | |
| <input checked="" type="checkbox"/> | | Month Prenatal Care Began | | |
| <input checked="" type="checkbox"/> | | Number of Live Births at this Delivery (2005-2018) | | |
| <input checked="" type="checkbox"/> | | Longitude <i>(based on mother's street address)</i> | | |
| <input checked="" type="checkbox"/> | | Latitude <i>(based on mother's street address)</i> | | |
| <input checked="" type="checkbox"/> | | GIS Match Code | | Provision of essential public health services per Health and Safety Code 1001.089 and 121.002, and as approved by program. |
| <input checked="" type="checkbox"/> | | GIS Location Code | | |
| <input checked="" type="checkbox"/> | | Geocoding Accuracy | | |
| <input checked="" type="checkbox"/> | | GIS Mother's Residence County Name (from 2014 data on) | | |
| <input checked="" type="checkbox"/> | | GIS Mother's Residence County FIPS Code (from 2014 data on) | | |
| <input checked="" type="checkbox"/> | | Zip Code Tabulation Area (ZCTA) (from 2013 data on) | | |
| <input checked="" type="checkbox"/> | | 1990 Census Tract <i>(based on mother's street address)</i> | | |
| <input checked="" type="checkbox"/> | | 2000 Census Tract <i>(based on mother's street address)</i> | | |
| <input checked="" type="checkbox"/> | | 2010 Census Tract <i>(based on mother's street address) - from 2010 data</i> | | |
| <input checked="" type="checkbox"/> | | 2020 Census Tract (based on mother's street address) – from 2020 data | | |

Last updated: December 7, 2023

ATTACHMENT C
ACCESS TO VITAL EVENT DATA
EXHIBIT 2

Checklist for Death Certificate Data
2006 and beyond

Instructions:

1. Since these data are confidential, all requested certificate items need to have brief justifications according to LHE project aims.
2. If a certificate item is used for linkage, then state how and whether it will be removed from the resulting linked analysis file. If the certificate item will be retained in the linked analysis file, please also provide a brief justification according to LHE project aims.
3. For certain sensitive data elements, such as certificate number or residence address, consider alternative means of accomplishing LHE project aims while using less sensitive data. Examples include creating a LHE unique identifier instead of requesting the certificate number and requesting geocoded census tracts instead of residence address.

I. Death Certificate Items

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|--|---|
| <input checked="" type="checkbox"/> | | Random Unique ID (unrelated to certificate number) | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input type="checkbox"/> | n/a | State File Number (Certificate Number) | |
| <input checked="" type="checkbox"/> | n/a | State of Death | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | 1. | Legal Name of Deceased: | |
| <input checked="" type="checkbox"/> | | First | |
| <input checked="" type="checkbox"/> | | Middle | |
| <input checked="" type="checkbox"/> | | Last | |
| <input checked="" type="checkbox"/> | | Maiden | |
| <input checked="" type="checkbox"/> | | Suffix | |
| <input checked="" type="checkbox"/> | 1. | Deceased AKA's if any: | |
| <input checked="" type="checkbox"/> | | First | |
| <input checked="" type="checkbox"/> | | Middle | |
| <input checked="" type="checkbox"/> | | Suffix | |
| <input checked="" type="checkbox"/> | 2. | Date of Death | |
| <input checked="" type="checkbox"/> | | Date of Death Type (Actual, Presumed, Estimated, Found) | |
| <input checked="" type="checkbox"/> | 3. | Sex | |
| <input checked="" type="checkbox"/> | 4. | Date of Birth | |
| <input checked="" type="checkbox"/> | 5. | Age - Last Birthday | |
| <input checked="" type="checkbox"/> | | Age – kind of units (years, months, weeks, days, hours, minutes) | |
| <input checked="" type="checkbox"/> | 6. | Birthplace -City | |
| <input checked="" type="checkbox"/> | | State or Foreign Country | |
| <input checked="" type="checkbox"/> | 8. | Marital Status at Time of Death | |
| <input type="checkbox"/> | 9. | Surviving Spouse (If wife, give name prior to first marriage): | |
| <input type="checkbox"/> | | First | |
| <input type="checkbox"/> | | Middle | |
| <input type="checkbox"/> | | Last | |
| <input type="checkbox"/> | | Suffix | |
| <input checked="" type="checkbox"/> | 10a. | Residence Street Address | LHE is a properly qualified applicant. Health and |

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|---|---|
| <input checked="" type="checkbox"/> | 10b. | Apt No | Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | 10c. | City or Town of Residence | |
| <input checked="" type="checkbox"/> | 10d. | County of Residence | |
| <input checked="" type="checkbox"/> | 10e. | State of Residence | |
| <input checked="" type="checkbox"/> | 10f. | Zip Code | |
| <input checked="" type="checkbox"/> | | Zip Code Extension | |
| <input checked="" type="checkbox"/> | 10g. | Inside City Limits? | |
| <input type="checkbox"/> | 11. | Father's Name: First Middle Last Suffix | |
| <input type="checkbox"/> | 12. | Mother's Name Prior to First Marriage: First Middle Last Suffix | |
| <input checked="" type="checkbox"/> | 13. | Place of Death: If Death Occurred in a Hospital: Inpatient If Death Occurred in a Hospital: ER/Outpatient If Death Occurred in a Hospital: DOA If Death Occurred Somewhere Other Than a hospital: Hospice Facility If Death Occurred Somewhere Other Than a hospital: Nursing Home (Includes LTC) If Death Occurred Somewhere Other Than a hospital: Decedent's Home <input checked="" type="checkbox"/> Other Other (Specify) | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | 14. | County of Death | |
| <input checked="" type="checkbox"/> | 15. | City/Town of Death (If outside city limits give precinct no) | |
| <input checked="" type="checkbox"/> | | Street Address | |
| <input checked="" type="checkbox"/> | | Zip Code | |
| <input checked="" type="checkbox"/> | | Zip Code Extension | |
| <input checked="" type="checkbox"/> | 16. | Facility Name (If not institution give street address) | |
| <input type="checkbox"/> | 17. | Informant's Name & Relationship to Deceased | |
| <input type="checkbox"/> | 18. | Mailing Address of Informant: Street Number City State Zip Code Zip Code Extension | |
| <input checked="" type="checkbox"/> | 19. | Method of Disposition: Burial Cremation Donation Entombment Removal From State Other <input checked="" type="checkbox"/> Other (Specify) | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input type="checkbox"/> | 20. | License Number of Funeral Director or Person Acting As Such | |
| <input type="checkbox"/> | 21. | Section | |

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|---|---|
| <input type="checkbox"/> | | Block | |
| <input type="checkbox"/> | | Lot | |
| <input type="checkbox"/> | | Space | |
| <input type="checkbox"/> | | Unknown | |
| <input type="checkbox"/> | 22. | Place of Disposition (Name of cemetery, crematory, other place) | |
| <input type="checkbox"/> | 23. | Location of Disposition: | |
| <input type="checkbox"/> | | City, Town | |
| <input type="checkbox"/> | | State | |
| <input type="checkbox"/> | 24. | Name of Funeral Facility | |
| <input type="checkbox"/> | 25. | Complete Address of Funeral Facility: | |
| <input type="checkbox"/> | | Street | |
| <input type="checkbox"/> | | Number | |
| <input type="checkbox"/> | | City | |
| <input type="checkbox"/> | | State | |
| <input type="checkbox"/> | | Zip Code | |
| <input type="checkbox"/> | | Zip Code Extension | |
| <input checked="" type="checkbox"/> | 26. | Certifier: Certifying Physician Medical Examiner Justice of the Peace | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | 28. | Date Certified (Mo/Day/Yr) | |
| <input type="checkbox"/> | 29. | Certifier 's License Number | |
| <input checked="" type="checkbox"/> | 30. | Time of Death | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | | Time of Death Type (Actual, Presumed, Estimated, Found) | |
| <input checked="" type="checkbox"/> | 31. | Certifier's Name: | |
| <input type="checkbox"/> | | Certifier's Address: | |
| <input type="checkbox"/> | | Street and Number | |
| <input type="checkbox"/> | | City | |
| <input type="checkbox"/> | | State | |
| <input type="checkbox"/> | | Zip Code | |
| <input type="checkbox"/> | | Zip Code Extension | |
| <input checked="" type="checkbox"/> | 32. | Title of Certifier | |
| | 33. | Chain of Events –Diseases, Injuries or Complications – That Directly Caused the Death: <i>(if you want to order ICD-10 codes, check with the Section II of this checklist):</i> | |
| <input checked="" type="checkbox"/> | 33. Part | Cause of Death A (Immediate Cause) – <i>certifier's text</i> | |
| <input checked="" type="checkbox"/> | 1a. | Approximate Interval: Onset to death | |
| <input checked="" type="checkbox"/> | 33. Part | Cause of Death B - <i>certifier's text</i> | |
| <input checked="" type="checkbox"/> | 1b. | Approximate Interval: Onset to death | |
| <input checked="" type="checkbox"/> | 33. Part | Cause of Death C - <i>certifier's text</i> | |
| <input checked="" type="checkbox"/> | 1c. | Approximate Interval: Onset to death | |
| <input checked="" type="checkbox"/> | 33. Part | Cause of Death D - <i>certifier's text</i> | |
| <input checked="" type="checkbox"/> | 1d. | Approximate Interval: Onset to death | |
| <input checked="" type="checkbox"/> | 33. Part | Other Significant Conditions Contributing to Death but not Resulting in the Underlying Cause Given in Part 1. | |
| <input checked="" type="checkbox"/> | 34. | Was an Autopsy Performed? | |
| <input checked="" type="checkbox"/> | 35. | Were Autopsy Findings Available to Complete the Cause of Death? | |
| <input checked="" type="checkbox"/> | 36. | Manner of Death | |
| <input checked="" type="checkbox"/> | 37. | Did Tobacco Contribute to Death? | |
| <input checked="" type="checkbox"/> | 38. | If Female: Not pregnant within past year Pregnant at time of death | |

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|---|---|
| | | Not pregnant, but pregnant within 42 days of death Not pregnant, but pregnant 43 days to 1 year before death Unknown if pregnant within the past year | |
| <input checked="" type="checkbox"/> | 39. | If Transportation Injury, Specify: Driver/Operator Passenger Pedestrian Other Other (Specify) | |
| <input checked="" type="checkbox"/> | 40a. | Date of Injury (Mo/Day/Yr) | |
| <input checked="" type="checkbox"/> | 40b. | Time of Injury | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | 40c. | Injury at Work? | |
| <input checked="" type="checkbox"/> | 40d. | Place of Injury (e.g., Decedent's home; construction site, restaurant, wooded area) | |
| <input checked="" type="checkbox"/> | 40e. | Location: | |
| <input checked="" type="checkbox"/> | | Street | |
| <input checked="" type="checkbox"/> | | Number | |
| <input checked="" type="checkbox"/> | | City | |
| <input checked="" type="checkbox"/> | | State | |
| <input checked="" type="checkbox"/> | | Zip Code | |
| <input checked="" type="checkbox"/> | 40f. | County of Injury | |
| <input checked="" type="checkbox"/> | 41. | Describe How Injury Occurred | |
| <input checked="" type="checkbox"/> | 43. | Decedent's Education | |
| <input checked="" type="checkbox"/> | 44. | Decedent of Hispanic Origin? | |
| <input checked="" type="checkbox"/> | | No, Not Spanish, Hispanic/Latino | |
| <input checked="" type="checkbox"/> | | Yes, Mexican, Mexican American, Chicano | |
| <input checked="" type="checkbox"/> | | Yes, Puerto Rican | |
| <input checked="" type="checkbox"/> | | Yes, Cuban | |
| <input checked="" type="checkbox"/> | | Yes, Other Spanish/Hispanic/Latino | |
| <input checked="" type="checkbox"/> | | Specify | |
| <input checked="" type="checkbox"/> | 45. | Decedent's Race (2006 revision allows informants to select one or more races to indicate what the decedent considered himself or herself to be): | |
| <input checked="" type="checkbox"/> | | White | |
| <input checked="" type="checkbox"/> | | Black or African American | |
| <input checked="" type="checkbox"/> | | American Indian or Alaska Native | |
| <input checked="" type="checkbox"/> | | Name of the enrolled or principal tribe | |
| <input checked="" type="checkbox"/> | | Asian Indian | |
| <input checked="" type="checkbox"/> | | Chinese | |
| <input checked="" type="checkbox"/> | | Filipino | |
| <input checked="" type="checkbox"/> | | Japanese | |
| <input checked="" type="checkbox"/> | | Korean | |
| <input checked="" type="checkbox"/> | | Vietnamese | |
| <input checked="" type="checkbox"/> | | Other Asian | |
| <input checked="" type="checkbox"/> | | Other Asian (Specify) | |
| <input checked="" type="checkbox"/> | | Native Hawaiian | |
| <input checked="" type="checkbox"/> | | Guamanian or Chamorro | |
| <input checked="" type="checkbox"/> | | Samoan | |
| <input checked="" type="checkbox"/> | | Other Pacific Islander | |
| <input checked="" type="checkbox"/> | | Other Pacific Islander (Specify) | |
| <input checked="" type="checkbox"/> | | Other | |
| <input checked="" type="checkbox"/> | | Other (Specify) | |
| <input checked="" type="checkbox"/> | 46. | Ever in U.S. Armed Forces? | |

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|---|---------------|
| <input checked="" type="checkbox"/> | 47. | Ever a Peace Officer in This State? | |
| <input checked="" type="checkbox"/> | 48. | Decedent's Usual Occupation (Indicate type of work done during most of working life). | |
| <input checked="" type="checkbox"/> | 49. | Decedent's Type of Business/Industry | |
| <input type="checkbox"/> | n/a | If Deceased Served in U.S. Armed Forces, Fill Out the Following: Is the deceased reported to have been in such service? Name of organization in which service was rendered? Serial number of discharge papers or adjusted service certificate? Name of next of kin or of next friend? Post Office Address? | |

II. Other Variables Calculated Based on the Death Certificate Items

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|--|---|
| <input type="checkbox"/> | | Record Type (<i>Identified, Un-identified, Out of State, Catastrophic</i>) | |
| <input checked="" type="checkbox"/> | | Age Group | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input type="checkbox"/> | | Additional Funeral Home | |
| <input checked="" type="checkbox"/> | | Causes of Death (multiple, including underlying) – <i>ICD-10 codes</i> | |
| <input checked="" type="checkbox"/> | | Underlying Cause of Death – <i>ICD-10 codes</i> | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | | CDC 113 Selected Causes of Death (ICD-10) | |
| <input checked="" type="checkbox"/> | | CDC 130 Selected Causes of Infant Death (ICD-10) | |
| <input checked="" type="checkbox"/> | | CDC 52 Rankable Causes of Death (ICD-10) | |
| <input checked="" type="checkbox"/> | | Was Death a Result of an Injury? | |
| <input checked="" type="checkbox"/> | | Decedent's Bridged Race Code (<i>determined by NCHS</i>) | |
| <input checked="" type="checkbox"/> | | Decedent's Race/Ethnicity (<i>based on the TSDC method</i>) | |
| <input checked="" type="checkbox"/> | | Decedent's Spanish/Hispanic/Latino Origin Unknown | |
| <input checked="" type="checkbox"/> | | Decedent's Race: Unknown | |
| <input checked="" type="checkbox"/> | | Longitude (<i>based on decedent's street address</i>) | |
| <input checked="" type="checkbox"/> | | Latitude (<i>based on decedent's street address</i>) | |
| <input checked="" type="checkbox"/> | | GIS Match code | |
| <input checked="" type="checkbox"/> | | GIS Location code | |
| <input checked="" type="checkbox"/> | | Geocoding accuracy | |
| <input checked="" type="checkbox"/> | | 1990 census tract (<i>based on decedent's street address</i>) | |
| <input checked="" type="checkbox"/> | | 2000 census tract (<i>based on decedent's street address</i>) | |
| <input checked="" type="checkbox"/> | | 2010 census tract (<i>based on decedent's street address</i>) | |
| <input checked="" type="checkbox"/> | | 2020 census tract (<i>based on decedent's street address</i>) - 2020 forward | |
| <input checked="" type="checkbox"/> | | Zip code tabulation areas (ZCTAs) - from 2013 data | |
| <input checked="" type="checkbox"/> | | GIS Residence County Name - from 2014 data | |
| <input checked="" type="checkbox"/> | | GIS Residence County FIPS - from 2014 data | |
| <input checked="" type="checkbox"/> | | NIOSH Industry Code – 2020 forward | |

| | | | |
|-------------------------------------|--|--------------------------------------|--|
| <input checked="" type="checkbox"/> | | NIOSH Occupation Code – 2020 forward | |
| <input checked="" type="checkbox"/> | | Covid-19 Flag – 2020 forward | |

ATTACHMENT C
ACCESS TO VITAL EVENT DATA
EXHIBIT 3

Checklist for Fetal Death Certificate Data
2006 and beyond

Instructions:

1. Since these data are confidential, all requested certificate items need to have brief justifications according to LHE project aims.
2. If a certificate item is used for linkage, then state how and whether it will be removed from the resulting linked analysis file. If the certificate item will be retained in the linked analysis file, please also provide a brief justification according to LHE project aims.
3. For certain sensitive data elements, such as certificate number or residence address, consider alternative means of accomplishing LHE project aims while using less sensitive data. Examples include creating a LHE unique identifier instead of requesting the certificate number and requesting geocoded census tracts instead of residence address.

I. Fetal Death Certificate Items

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|---|---|
| <input checked="" type="checkbox"/> | | Random Unique ID (unrelated to certificate number) | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input type="checkbox"/> | | STATE FILE NUMBER (Certificate Number) | |
| <input checked="" type="checkbox"/> | 1. | Fetus Name: First | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | | Fetus Name: Middle | |
| <input checked="" type="checkbox"/> | | Fetus Name: Last | |
| <input checked="" type="checkbox"/> | | Fetus Name: Suffix | |
| <input checked="" type="checkbox"/> | 2. | Date of Delivery | |
| <input checked="" type="checkbox"/> | | Time of Delivery – 2012 forward | |
| <input checked="" type="checkbox"/> | 4. | Sex | |
| <input checked="" type="checkbox"/> | 5. | Place of Delivery - County | |
| <input checked="" type="checkbox"/> | 6a. | Place of Delivery- City or Town | |
| <input checked="" type="checkbox"/> | 7a. | Plurality - Single, Twin, etc. | |
| <input checked="" type="checkbox"/> | 7b. | If Plural Birth, Born, 1st, 2nd, 3rd, etc. | |
| <input checked="" type="checkbox"/> | 8a. | Place of Delivery - Clinic/Doctor's Office | |
| <input checked="" type="checkbox"/> | | Licensed Birthing Center | |
| <input checked="" type="checkbox"/> | | Hospital | |
| <input checked="" type="checkbox"/> | | Home | |
| <input checked="" type="checkbox"/> | | Other (Yes/No) | |
| <input checked="" type="checkbox"/> | | Other (Specify): | |
| <input checked="" type="checkbox"/> | 8b. | Name of Hospital or Birthing Center | |
| <input checked="" type="checkbox"/> | 9. | Mother's Current Legal Name: First | |
| <input checked="" type="checkbox"/> | | Mother's Current Legal Name: Middle | |
| <input checked="" type="checkbox"/> | | Mother's Current Legal Name: Last | |
| <input checked="" type="checkbox"/> | | Mother's Current Legal Name: Suffix - 2019 forward | |
| <input checked="" type="checkbox"/> | 10. | Date of Birth (of mother) | |
| <input checked="" type="checkbox"/> | 11. | Mother's Name Prior to First Marriage: Last (i.e., maiden name) | |
| <input checked="" type="checkbox"/> | 12. | Mother's Birthplace (State or Foreign Country) | |

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|--|---|
| <input checked="" type="checkbox"/> | 13a. | Mother's Residence State | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | 13b. | Mother's Residence County | |
| <input checked="" type="checkbox"/> | 13c. | Mother's Residence City or Town | |
| <input checked="" type="checkbox"/> | 13d. | Mother's Residence Street Address or Rural Location | |
| <input checked="" type="checkbox"/> | 13e. | Mother's Residence apartment number | |
| <input checked="" type="checkbox"/> | 13f. | Mother's Residence Zip Code | |
| <input checked="" type="checkbox"/> | 13g. | Inside City Limits (mother's residence) | |
| <input checked="" type="checkbox"/> | 14. | Father Name: First | |
| <input checked="" type="checkbox"/> | | Father Name: Middle | |
| <input checked="" type="checkbox"/> | | Father Name: Last | |
| <input checked="" type="checkbox"/> | | Father Name: Suffix | |
| <input checked="" type="checkbox"/> | 15. | Date of Birth (of father) | |
| <input checked="" type="checkbox"/> | 16. | Father's Birthplace (State or Foreign Country) | |
| | 17b. | Attendant Type | |
| <input checked="" type="checkbox"/> | | MD | |
| <input checked="" type="checkbox"/> | | DO | |
| <input checked="" type="checkbox"/> | | CNM | |
| <input checked="" type="checkbox"/> | | Midwife | |
| <input checked="" type="checkbox"/> | | Other (Yes/No) | |
| <input checked="" type="checkbox"/> | | Other (Specify): | |
| | 18b. | Certifier | |
| <input checked="" type="checkbox"/> | | Certifying Physician | |
| <input checked="" type="checkbox"/> | | Medical Examiner /Justice of the Peace | |
| | 19. | Method of Disposition | |
| <input checked="" type="checkbox"/> | | Burial | |
| <input checked="" type="checkbox"/> | | Cremation | |
| <input checked="" type="checkbox"/> | | Removal from state | |
| <input checked="" type="checkbox"/> | | Donation | |
| <input checked="" type="checkbox"/> | | Entombment | |
| <input checked="" type="checkbox"/> | | Other (Yes/No) | |
| <input checked="" type="checkbox"/> | | Other (Specify): | |
| <input checked="" type="checkbox"/> | 26a. | Initiating Cause/Condition Contributing to Fetal Death | |
| <input checked="" type="checkbox"/> | | Rupture of Membranes | |
| <input checked="" type="checkbox"/> | | Abruptio Placenta | |
| <input checked="" type="checkbox"/> | | Placental Insufficiency | |
| <input checked="" type="checkbox"/> | | Prolapsed Cord | |
| <input checked="" type="checkbox"/> | | Chorioamnionitis | |
| <input checked="" type="checkbox"/> | | Other (Yes/No) | |
| <input checked="" type="checkbox"/> | | Other (Specify): | |
| <input checked="" type="checkbox"/> | | Other Obstetrical or Pregnancy Complications (Specify) | |
| <input checked="" type="checkbox"/> | | Fetal Anomaly (Specify) | |
| <input checked="" type="checkbox"/> | | Fetal Injury (Specify) | |
| <input checked="" type="checkbox"/> | | Fetal Infection (Specify) | |
| <input checked="" type="checkbox"/> | | Other Fetal Conditions/Disorders (Specify) | |
| <input checked="" type="checkbox"/> | | Unknown | |
| <input checked="" type="checkbox"/> | 26b. | Other Significant Causes or Conditions Contributing to Fetal Death | |
| <input checked="" type="checkbox"/> | | Rupture of Membranes | |

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|--|---|
| <input checked="" type="checkbox"/> | | Abruptio Placenta | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | | Placental Insufficiency | |
| <input checked="" type="checkbox"/> | | Prolapsed Cord | |
| <input checked="" type="checkbox"/> | | Chorioamnionitis | |
| <input checked="" type="checkbox"/> | | Other (Yes/No) | |
| <input checked="" type="checkbox"/> | | Other (Specify): | |
| <input checked="" type="checkbox"/> | | Other Obstetrical or Pregnancy Complications (Specify) | |
| <input checked="" type="checkbox"/> | | Fetal Anomaly (Specify) | |
| <input checked="" type="checkbox"/> | | Fetal Injury (Specify) | |
| <input checked="" type="checkbox"/> | | Fetal Infection (Specify) | |
| <input checked="" type="checkbox"/> | | Other Fetal Conditions/Disorders (Specify) | |
| <input checked="" type="checkbox"/> | | Unknown | |
| | 27. | Weight of Fetus | |
| <input checked="" type="checkbox"/> | | Grams | |
| <input checked="" type="checkbox"/> | | LB | |
| <input checked="" type="checkbox"/> | | OZ | |
| <input checked="" type="checkbox"/> | 28. | Obstetric Estimate of Gestation (Weeks) | |
| | 29. | Estimated Time of Fetal Death | |
| <input checked="" type="checkbox"/> | | Dead at Time of First Assessment, No Labor Ongoing | |
| <input checked="" type="checkbox"/> | | Dead at Time of First Assessment, Labor Ongoing | |
| <input checked="" type="checkbox"/> | | Died During Labor, After First Assessment | |
| <input checked="" type="checkbox"/> | | Unknown Time of Fetal Death | |
| | 30. | Was an Autopsy Performed? | |
| <input checked="" type="checkbox"/> | | Yes | |
| <input checked="" type="checkbox"/> | | No | |
| <input checked="" type="checkbox"/> | | Planned | |
| | 31. | Was a Histological Placental Examination Performed? | |
| <input checked="" type="checkbox"/> | | Yes | |
| <input checked="" type="checkbox"/> | | No | |
| <input checked="" type="checkbox"/> | | Planned | |
| | 32. | Were Autopsy or Histological Placental Examination Results Used in Determining the Cause of Death? | |
| <input checked="" type="checkbox"/> | | Yes | |
| <input checked="" type="checkbox"/> | | No | |
| | | Items 34 through 53 are confidential information for medical and public health use. | |
| | 34. | Mother's Education | |
| <input checked="" type="checkbox"/> | | 8th Grade or Less | |
| <input checked="" type="checkbox"/> | | 9th - 12th Grade, No Diploma | |
| <input checked="" type="checkbox"/> | | High School Graduate or GED | |
| <input checked="" type="checkbox"/> | | Some College Credit, but No Degree | |
| <input checked="" type="checkbox"/> | | Associate Degree (e.g., AA, AS) | |
| <input checked="" type="checkbox"/> | | Bachelor's Degree (e.g., BA, AB, BS) | |
| <input checked="" type="checkbox"/> | | Master's Degree (e.g., MA, MS, MEng, Med, MSW, MBA) | |
| <input checked="" type="checkbox"/> | | Doctorate (e.g., PhD, EdD) or Professional Degree (e.g., MD, DDS, DVM, LLB, JD) | |
| | 35. | Mother of Hispanic Origin? | |

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|--|---|
| <input checked="" type="checkbox"/> | | No, Not Spanish, Hispanic/Latina | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | | Yes, Mexican, Mexican American, Chicana | |
| <input checked="" type="checkbox"/> | | Yes, Puerto Rican | |
| <input checked="" type="checkbox"/> | | Yes, Cuban | |
| <input checked="" type="checkbox"/> | | Yes, Other Spanish, Hispanic/Latina | |
| <input checked="" type="checkbox"/> | | Yes, Other Spanish, Hispanic/Latina (Specify) | |
| | 36. | Mother's Race | |
| <input checked="" type="checkbox"/> | | White | |
| <input checked="" type="checkbox"/> | | Black or African American | |
| <input checked="" type="checkbox"/> | | American Indian or Alaska Native | |
| <input checked="" type="checkbox"/> | | American Indian or Alaska Native (Name of the enrolled or principal tribe) | |
| <input checked="" type="checkbox"/> | | Asian Indian | |
| <input checked="" type="checkbox"/> | | Chinese | |
| <input checked="" type="checkbox"/> | | Filipino | |
| <input checked="" type="checkbox"/> | | Japanese | |
| <input checked="" type="checkbox"/> | | Korean | |
| <input checked="" type="checkbox"/> | | Vietnamese | |
| <input checked="" type="checkbox"/> | | Other Asian | |
| <input checked="" type="checkbox"/> | | Other Asian (Specify) | |
| <input checked="" type="checkbox"/> | | Native Hawaiian | |
| <input checked="" type="checkbox"/> | | Guamanian or Chamorro | |
| <input checked="" type="checkbox"/> | | Samoan | |
| <input checked="" type="checkbox"/> | | Other Pacific Islander | |
| <input checked="" type="checkbox"/> | | Other Pacific Islander (Specify) | |
| | | PREVIOUS LIVE BIRTHS | |
| | 37a. | Now Living | |
| <input checked="" type="checkbox"/> | | Number | |
| <input checked="" type="checkbox"/> | | None | |
| | 37b. | Now Dead | |
| <input checked="" type="checkbox"/> | | Number | |
| <input checked="" type="checkbox"/> | | None | |
| <input checked="" type="checkbox"/> | 37c. | Date of Last Live Birth (mm/yyyy) | |
| | 37d. | OTHER PREGNANCY OUTCOMES | |
| <input checked="" type="checkbox"/> | | Number | |
| <input checked="" type="checkbox"/> | | None | |
| <input checked="" type="checkbox"/> | 37e. | Date Last Other Pregnancy Ended (mm/yyyy) | |
| | 38. | Cigarette Smoking Before and During Pregnancy | |
| | | Average Number of Cigarettes or Packs of Cigarettes Smoked per Day | |
| | | Three Months Before Pregnancy | |
| <input checked="" type="checkbox"/> | | # of Cigarettes | |
| <input checked="" type="checkbox"/> | | # of Packs | |
| | | First Three Months of Pregnancy | |
| <input checked="" type="checkbox"/> | | # of Cigarettes | |
| <input checked="" type="checkbox"/> | | # of Packs | |

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|---|---|
| | | Second Three Months of Pregnancy | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | | # of Cigarettes | |
| <input checked="" type="checkbox"/> | | # of Packs | |
| | | Third Trimester of Pregnancy | |
| <input checked="" type="checkbox"/> | | # of Cigarettes | |
| <input checked="" type="checkbox"/> | | # of Packs | |
| | 39. | SOURCE OF PRENATAL CARE (check all that apply) | |
| <input checked="" type="checkbox"/> | | Hospital Clinic | |
| <input checked="" type="checkbox"/> | | Public Health Clinic | |
| <input checked="" type="checkbox"/> | | Private Physician | |
| <input checked="" type="checkbox"/> | | Midwife | |
| <input checked="" type="checkbox"/> | | None | |
| <input checked="" type="checkbox"/> | | Unknown | |
| <input checked="" type="checkbox"/> | | Other (Yes/No) | |
| <input checked="" type="checkbox"/> | | Other (Specify): | |
| <input checked="" type="checkbox"/> | 40. | Mother's Height (feet/inches) | |
| <input checked="" type="checkbox"/> | 41. | Mother's Prepregnancy Weight (pounds) | |
| <input checked="" type="checkbox"/> | 42. | Mother's Weight at Delivery (pounds) | |
| | | PRENATAL CARE | |
| <input checked="" type="checkbox"/> | | No Prenatal Care | |
| <input checked="" type="checkbox"/> | 43a. | Date of First Visit (mm/dd/yyyy) | |
| <input checked="" type="checkbox"/> | 43b. | Date of Last Visit (mm/dd/yyyy) | |
| <input checked="" type="checkbox"/> | 43c. | Number of Prenatal Visits | |
| <input checked="" type="checkbox"/> | 44. | Date Last Normal Menses Began (mm/dd/yyyy) | |
| | 45. | Did Mother get WIC Food for Herself During this Pregnancy? | |
| <input checked="" type="checkbox"/> | | Yes | |
| <input checked="" type="checkbox"/> | | No | |
| | 46. | Mother Married? | |
| <input checked="" type="checkbox"/> | | Yes | |
| <input checked="" type="checkbox"/> | | No | |
| | 47. | Mother Transferred for Maternal Medical or Fetus Indications for this Delivery? | |
| <input checked="" type="checkbox"/> | | Yes | |
| <input checked="" type="checkbox"/> | | No | |
| <input checked="" type="checkbox"/> | | If Yes, Enter the Name of Facility Mother Transferred From: | |
| | 48. | Risk Factors in this Pregnancy (check all that apply) | |
| | | Diabetes | |
| <input checked="" type="checkbox"/> | | Prepregnancy (Diagnosis prior to this pregnancy) | |
| <input checked="" type="checkbox"/> | | Gestational (Diagnosis in this pregnancy) | |
| | | Hypertension | |
| <input checked="" type="checkbox"/> | | Prepregnancy (Chronic) | |
| <input checked="" type="checkbox"/> | | Gestational (PIH preeclampsia) | |
| <input checked="" type="checkbox"/> | | Eclampsia | |
| <input checked="" type="checkbox"/> | | Previous Preterm Birth | |
| <input checked="" type="checkbox"/> | | Other Previous Poor Pregnancy Outcome (includes perinatal death, small-for-gestational age/intrauterine | |

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|---|---|
| | | growth restricted growth) | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | | Pregnancy Resulted from Infertility Treatment (if yes, check all that apply) | |
| <input checked="" type="checkbox"/> | | Fertility-enhancing Drugs, Artificial Insemination, or Intrauterine Insemination | |
| <input checked="" type="checkbox"/> | | Assisted reproductive technology (e.g., IVF, GIFT) | |
| <input checked="" type="checkbox"/> | | Mother had Previous Cesarean Delivery. | |
| <input checked="" type="checkbox"/> | | If yes, how many | |
| <input checked="" type="checkbox"/> | | Antiretrovirals Administered During Pregnancy or at Delivery (Variables which provide or imply HIV or STD infection status cannot be provided to agencies outside of DSHS. These data elements should normally be left unchecked) | |
| <input checked="" type="checkbox"/> | | None of the Above | |
| | 49. | Infections Present and/or Treated During this Pregnancy (check all that apply) (Variables which provide or imply HIV or STD infection status cannot be provided to agencies outside of DSHS. These data elements should normally be left unchecked) | |
| <input checked="" type="checkbox"/> | | Gonorrhea | |
| <input checked="" type="checkbox"/> | | Syphilis | |
| <input checked="" type="checkbox"/> | | Chlamydia | |
| <input checked="" type="checkbox"/> | | Listeria | |
| <input checked="" type="checkbox"/> | | Group B Streptococcus | |
| <input checked="" type="checkbox"/> | | Cytomegalovirus | |
| <input checked="" type="checkbox"/> | | Parvovirus | |
| <input checked="" type="checkbox"/> | | Toxoplasmosis | |
| <input checked="" type="checkbox"/> | | None of the above | |
| <input checked="" type="checkbox"/> | | Other (Yes/No) | |
| <input checked="" type="checkbox"/> | | Other (Specify): | |
| | 50a. | HIV Test Done Prenatally | |
| <input checked="" type="checkbox"/> | | Yes | |
| <input checked="" type="checkbox"/> | | No | |
| | 50b. | HIV Test Done at Delivery | |
| <input checked="" type="checkbox"/> | | Yes | |
| <input checked="" type="checkbox"/> | | No | |
| | 51. | Method of Delivery | |
| | 51A. | Was Delivery with Forceps Attempted but Unsuccessful? | |
| <input checked="" type="checkbox"/> | | Yes | |
| <input checked="" type="checkbox"/> | | No | |
| | 51B. | Was Delivery with Vacuum Extraction Attempted but Unsuccessful? | |
| <input checked="" type="checkbox"/> | | Yes | |
| <input checked="" type="checkbox"/> | | No | |
| | 51C. | Fetal Presentation at Birth | |
| <input checked="" type="checkbox"/> | | Cephalic | |
| <input checked="" type="checkbox"/> | | Breech | |
| <input checked="" type="checkbox"/> | | Other | |
| <input checked="" type="checkbox"/> | 51D. | Final Route and Method of Delivery (Check One) | |
| | | Vaginal/Spontaneous | |

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|--|---------------|
| | | Vaginal/Forceps | |
| | | Vaginal/Vacuum | |
| | | Cesarean | |
| <input checked="" type="checkbox"/> | | If cesarean, was a trial of labor attempted: | |
| | | Yes | |
| | | No | |
| | 51E. | Hysterotomy/Hysterectomy | |
| <input checked="" type="checkbox"/> | | Yes | |
| <input checked="" type="checkbox"/> | | No | |
| | 52. | Maternal Morbidity - Complications Associated with Labor and Delivery (Check All That Apply) | |
| <input checked="" type="checkbox"/> | | Maternal Transfusion | |
| <input checked="" type="checkbox"/> | | Third- or Fourth-Degree Perineal Laceration | |
| <input checked="" type="checkbox"/> | | Ruptured Uterus | |
| <input checked="" type="checkbox"/> | | Unplanned Hysterectomy | |
| <input checked="" type="checkbox"/> | | Admission to Intensive Care Unit | |
| <input checked="" type="checkbox"/> | | Unplanned Operating Room Procedure Following Delivery | |
| <input checked="" type="checkbox"/> | | None of the Above | |
| | 53. | Congenital Anomalies of the Newborn (check all that apply) | |
| <input checked="" type="checkbox"/> | | Anencephaly | |
| <input checked="" type="checkbox"/> | | Meningomyelocele/Spina Bifida | |
| <input checked="" type="checkbox"/> | | Cyanotic Congenital Heart Disease | |
| <input checked="" type="checkbox"/> | | Congenital Diaphragmatic Hernia | |
| <input checked="" type="checkbox"/> | | Omphalocele | |
| <input checked="" type="checkbox"/> | | Gastroschisis | |
| <input checked="" type="checkbox"/> | | Limb Reduction Defect (excluding congenital amputation and dwarfing syndromes) | |
| <input checked="" type="checkbox"/> | | Cleft Lip With or Without Cleft Palate | |
| <input checked="" type="checkbox"/> | | Cleft Palate Alone | |
| <input checked="" type="checkbox"/> | | Down Syndrome | |
| <input checked="" type="checkbox"/> | | Karyotype Confirmed | |
| <input checked="" type="checkbox"/> | | Karyotype Pending | |
| <input checked="" type="checkbox"/> | | Suspected Chromosomal Disorder | |
| <input checked="" type="checkbox"/> | | Karyotype Confirmed | |
| <input checked="" type="checkbox"/> | | Karyotype Pending | |
| <input checked="" type="checkbox"/> | | Hypospadias | |
| <input checked="" type="checkbox"/> | | None of the Anomalies Listed Above | |

**II. Other Commonly Used Variables (Not on the Fetal Death Certificate)
Available for selected years**

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|---|---|
| <input checked="" type="checkbox"/> | | Underlying Cause of Death (<i>ICD codes</i>) | LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21). |
| <input checked="" type="checkbox"/> | | Causes of Death (multiple, including underlying) – ICD-10 codes | |
| <input checked="" type="checkbox"/> | | CDC 124 Selected Causes of Fetal Death (ICD-10) | |

| ✓ | Item Number | Item Descriptor | Justification |
|-------------------------------------|-------------|---|---------------|
| <input checked="" type="checkbox"/> | | CDC 45 Rankable Causes of Fetal Death (ICD-10) | |
| <input checked="" type="checkbox"/> | | Mother's Combined Race / Ethnicity Field | |
| <input checked="" type="checkbox"/> | | Calculated Weeks of Gestation | |
| <input checked="" type="checkbox"/> | | Weight of Fetus Calculated in Grams | |
| <input checked="" type="checkbox"/> | | Mother's Age | |
| <input checked="" type="checkbox"/> | | Father's Age | |
| <input checked="" type="checkbox"/> | | Longitude - Decimal Degrees (based on mother's street address) | |
| <input checked="" type="checkbox"/> | | Latitude - Decimal Degrees (based on mother's street address) | |
| <input checked="" type="checkbox"/> | | GIS Match Code (not available prior to 2004) | |
| <input checked="" type="checkbox"/> | | GIS Location Code (not available prior to 2004) | |
| <input checked="" type="checkbox"/> | | Geocoding Accuracy | |
| <input checked="" type="checkbox"/> | | 1990 Census Tract (based on mother's street address) | |
| <input checked="" type="checkbox"/> | | 2000 Census Tract (based on mother's street address) | |
| <input checked="" type="checkbox"/> | | 2010 Census Tract (based on mother's street address) | |
| <input checked="" type="checkbox"/> | | 2020 Census Tract (based on mother's street address) – 2020 forward | |

LHE is a properly qualified applicant. Health and Safety Code § 191.051 and 25 Texas Administrative Code § 181.1(21).

Last updated: December 7, 2023

ATTACHMENT D

ACCESS TO TEXAS HEALTH CARE INFORMATION COLLECTION PUBLIC USE DATA FILE

I. PURPOSE

DSHS agrees to provide LHE access to the Texas Health Care Information Collection (THCIC) Public Use Data File (PUDF) from hospital inpatient, outpatient, and emergency department data collected by DSHS solely for the use intended by LHE set forth in Section IV herein.

II. LEGAL AUTHORITY

DSHS has legal authority under Chapter 108 of the Texas Health and Safety Code to share the data and information described herein.

III. DESCRIPTION OF THCIC PUDF DATA TO BE PROVIDED

DSHS will provide LHE with PUDFs containing de-identified data and information from hospital inpatient, outpatient, and emergency department data via secure data exchange. Upon DSHS approval, statewide data will be provided to LHE.

DSHS will provide access to each PUDF according to the following schedule and conditions:

- A. Finalized, quarterly, statewide available data files beginning with 2022 will be provided to authorized users approximately thirty (30) calendar days after the effective date of this MOU, or if access is approved through an amendment, then thirty (30) calendar days from the effective date of the respective amendment. A data file is “available” when DSHS is technologically or otherwise able to share or make available said data to the LHE.
- B. Data will be automatically updated when the new quarterly data file is available.
- C. Once DSHS has granted an LHE authorized user access, that individual shall have log in access to the data twenty-four hours a day, seven days a week.

IV. INTENDED USE OF THCIC PUDF DATA

To monitor and analyze incidences of diseases to improve public health in the community.

V. SPECIAL CONSIDERATIONS FOR THE USE OF THCIC PUDF DATA

- A. Sections 108.013(c)(1), (c)(2) and (g) of the Texas Health and Safety Code prohibit DSHS from releasing, and a person or entity from gaining access to, any data that could reveal the identity of a patient or the identity of a physician unless specially authorized under Chapter 108 of the Texas Health and Safety Code.
- B. Any effort to determine the identity of any person or to use the information for any purpose other than for analysis and aggregate statistical reporting violates the Texas Health and Safety Code and this MOU. LHE agrees that the data shall not be used to identify an individual patient or physician.
- C. Any questions about the data must be referred to the THCIC PUDF Data Representative identified in Section VII herein.

- D. The data are protected by United States copyright laws and international treaty provisions.
- E. Sharing of the data with a third party (e.g., between two organizations), regardless of affiliation, is only allowed with the written approval of DSHS.
- F. LHE (also referred to as “licensee”) shall comply with all federal and state confidentiality laws. In this Attachment, LHE is referred to as the “licensee” and can be the organization, employee of the organization, or consumer that is responsible for complying with the requirements set forth herein. The licensee acknowledges that a person who knowingly or negligently releases data in violation of Chapter 108 of the Texas Health and Safety Code and is liable for a civil penalty of up to \$10,000 under Section 108.014 of the Texas Health and Safety Code. Licensee further acknowledges that a person who knowingly accesses data in violation of Chapter 108 of the Texas Health and Safety Code or who with criminal negligence releases data in violation of this Chapter commits an offense that is a state jail felony under Section 108.0141 of the Texas Health and Safety Code. Licensee’s use of data in a manner not authorized by the MOU shall constitute breach of contract and may result in the pursuit of remedies available to DSHS under contract, at law, or in equity. Licensee agrees to the following:
1. The licensee will not release nor permit others to release the individual patient records or any part of them to any person who is not an authorized user, except with the written approval of DSHS;
 2. The licensee will not attempt to link nor permit others to attempt to link the records of patients in these data sets with personally identifiable records from any other source;
 3. The licensee will not release nor permit others to release any information that identifies persons, directly or indirectly;
 4. The licensee will not attempt to use nor permit others to use the data to learn the identity of any physician;
 5. The licensee will not nor permit others to copy, sell, rent, license, lease, loan, or otherwise grant access to the data covered by the MOU to any other person or entity, unless approved in writing by DSHS;
 6. The licensee acknowledges that when releasing or disclosing the data set or any part to others in its organization it will retain full responsibility for the privacy and security of the data and will prohibit others from further release or disclosure of the data;
 7. The licensee agrees to read the User Manual and understand the limitations of the data User Manual located at: www.dshs.texas.gov/thcic;
 8. The licensee will periodically check the DSHS/CHS/THCIC website for any technical updates to the data (www.dshs.texas.gov/thcic);
 9. The licensee will use the following citation in any publication of information from this file as:
 - a) Texas Hospital Inpatient Discharge Public Use Data File, [quarter and year of data]. Texas Department of State Health Services, Austin, Texas. [date of publication];
 - b) Texas Hospital Outpatient Visit Public Use Data File, [quarter and year of data]. Texas Department of State Health Services, Austin, Texas. [date of publication];
 - c) Texas Hospital Emergency Department Visit Public Use Data File, [quarter and year of data]. Texas Department of State Health Services, Austin, Texas. [date of publication]; and

10. The licensee will make no statement nor permit others to make statements indicating or suggesting that interpretations drawn from these data are those of DSHS.

VI. LIST OF INDIVIDUALS ACCESSING DATA

In accordance with Article IV(A) of the MOU, LHE shall submit a list of staff names, titles, and email addresses in writing to the DSHS Representative identified in Section VII herein or through the DSHS identity and access management system, based upon guidance provided by DSHS. LHE shall notify DSHS Representatives of any changes in staff that require removal from the list of authorized users. Such notification must be made in writing or through the DSHS identity and access management system within five (5) business days of any staffing changes. On an annual basis and as additionally requested by DSHS, LHE shall certify the list of authorized users in writing to the DSHS Representatives identified in this MOU or through the DSHS identity and access management system, based upon guidance provided by DSHS.

DSHS is statutorily required to track and publicly post all data requests (see Section 108.0131 of the Texas Health and Safety Code).

VII. THCIC PUDF DATA REPRESENTATIVES

The following will act as the representatives authorized to administer activities for THCIC PUDF data under this document on behalf of their respective Party.

| DSHS Contract Management Section (CMS) | Texas Health Care Information Collection (THCIC) | Hidalgo County Health and Human Services (LHE) |
|---|---|---|
| Gretchen Wells, CTCM Contract Manager 1100 W 49 th Street, MC1990 Austin, Texas 78756 (512) 776-2679 Gretchen.Wells@dshs.texas.gov | Tarik Brown Director 1100 W 49 th Street, MC 1898 Austin, Texas 78756 (512) 438-4844 Tarik.brown@dshs.texas.gov | Clarissa Perez 1304 S. 25th Ave Edinburg, Tx 78542 (956) 318-2426 clarissa.perez@hchd.org |

Certificate Of Completion

| | |
|--|------------------------------------|
| Envelope Id: 73CB3C20A23040BFA09847F59DD1EDD5 | Status: Sent |
| Subject: Please DocuSign: HHS00147280018 Hidalgo LHE MOU | |
| Source Envelope: | |
| Document Pages: 68 | Signatures: 0 |
| Certificate Pages: 2 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | CMS Internal Routing Mailbox |
| Time Zone: (UTC-06:00) Central Time (US & Canada) | 11493 Sunset Hills Road |
| | #100 |
| | Reston, VA 20190 |
| | CMS.InternalRouting@dshs.texas.gov |
| | IP Address: 167.137.1.8 |

Record Tracking

| | | |
|----------------------|--------------------------------------|--------------------|
| Status: Original | Holder: CMS Internal Routing Mailbox | Location: DocuSign |
| 8/20/2024 1:35:35 PM | CMS.InternalRouting@dshs.texas.gov | |

Signer Events

| | Signature | Timestamp |
|---|-----------|--|
| Judge Richard F. Cortez countyjudge@co.hidalgo.tx.us Hidalgo County Judge Hidalgo County Security Level: Email, Account Authentication (None) | | Sent: 8/20/2024 1:45:50 PM Viewed: 8/20/2024 1:50:37 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Helen Whittington helen.whittington@dshs.texas.gov Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Susana Garcia Susana.Garcia@dshs.texas.gov Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Patricia Melchior Patty.Melchior@dshs.texas.gov Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Imelda Garcia ImeldaM.Garcia@dshs.texas.gov Security Level: Email, Account Authentication (None) | | |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
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| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|---|--|--|
| Certified Delivery Events Dairen Sarmiento dairen.sarmiento@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | <div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div> | Sent: 8/20/2024 1:45:48 PM Viewed: 8/20/2024 2:50:07 PM |
| Clarissa Perez clarissa.perez@hchd.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | <div style="border: 2px solid blue; padding: 5px; display: inline-block; color: blue; font-weight: bold; font-size: 1.2em;">COPIED</div> | Sent: 8/20/2024 1:45:49 PM Viewed: 8/20/2024 2:39:48 PM |
| CMS Internal Routing Mailbox cms.internalrouting@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Gretchen Wells gretchen.wells@dshs.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |
| Envelope Summary Events | Status | Timestamps |
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| Envelope Updated | Security Checked | 8/27/2024 10:09:39 AM |
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| Envelope Updated | Security Checked | 8/27/2024 10:09:39 AM |
| Envelope Updated | Security Checked | 8/27/2024 10:09:39 AM |
| Envelope Updated | Security Checked | 8/27/2024 10:09:39 AM |
| Envelope Updated | Security Checked | 8/27/2024 10:09:39 AM |
| Payment Events | Status | Timestamps |