

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)	Brazoria County Health Department (LHE)
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