

# Texas Department of State Health Services Cardiac Hospital Agreement

Allows ACCF to provide ACTION Registry®-GWTG data to DSHS, allows inclusion of your hospital to the Texas Mission: Lifeline blinded statewide report, and requests your hospital letter identifier for Mission: Lifeline statewide report.

## DEPARTMENT OF STATE HEALTH SERVICES



This Agreement is entered into between the Participating Hospital and the Texas Department of State Health Services ("DSHS").

- I. **Purpose of the Agreement.** Participating hospital agrees to authorize Texas Department of State Health Services to receive Participating hospital data from specific registries. DSHS understands and agrees that any data received will be protected under Health Insurance Portability Accountability Act ("HIPAA") guidelines. DSHS will be utilizing hospital registry data to provide aggregate reports to be disseminated to cardiac care stakeholders in Texas to inform collaboration and enhance the cardiac systems of care. DSHS agrees no hospital level data will be distributed nor will the hospital name be identified in the aggregate reports.
- II. **Term of the Agreement.** The effective date for this Agreement is June 1, 2014. Either Party may terminate this Agreement as provided by Article VI herein.
- III. **Authority.** The Parties enter into this Agreement under the authority of Texas Health and Safety Code; Chapter 93. Prevention of Cardiovascular Disease and to accomplish the direction of the Texas Legislature through Rider 97 of Senate Bill 1 for Stroke System of Care Coordination.
- IV. **Statement of Work.**
  - A. Participating hospital agrees to allow American College of Cardiology Foundation ("ACCF") to provide DSHS acute myocardial infarction data entered in the NCDR ACTION Registry®-GWTG™. Participating hospital acknowledges DSHS is in the process of contracting with ACCF to utilize hospital NCDR ACTION Registry®-GWTG™ patient row level data.
  - B. Participating hospital agrees to allow inclusion of Participating hospital STEMI data in the American Heart Association's ("AHA") Texas Mission: Lifeline ("M:L") blinded statewide report. Participating hospital acknowledges DSHS is in the process of contracting with Duke Clinical Research Institute for the creation of an AHA Texas M:L blinded statewide report. DSHS agrees that Participating hospital data from the AHA Texas M:L blinded statewide report will not be released by hospital name.
  - C. Participating hospital agrees to provide DSHS the AHAM: L blinded statewide report with letter identifier quarterly beginning with Quarter 1 of 2014. DSHS will not release letter identifier to outside entities.

- V. **Representatives.** The following will act as the Representative authorized to administer activities under this Agreement on behalf of their respective Party.

Participating Hospital:	DSHS:
Name:	Carleigh Baudoin, MPH
Title:	Chronic Disease Branch Manager
Address:	Texas Department of State Health Services
P:	P.O. Box 149347 MC 1945
F:	Austin, TX 78714-9347
E:	P: 512-776-2209
	F: 512-776-7254
	E: <a href="mailto:Carleigh.Baudoin@dshs.state.tx.us">Carleigh.Baudoin@dshs.state.tx.us</a>

Fill in all the blanks under Participating Hospital in the box on the left hand side.

ply with all applicable state and federal laws relating to this data and records.

safeguards to prevent release or disclosure of any information gained under this Agreement to anyone other than as required by law to receive such records or information and information from re-disclosure as required by law.

ords and information obtained under this Agreement only for purposes as described in this Agreement and as otherwise allowed by law.

4. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.
- B. **Records Retention.** DSHS will retain records in accordance with DSHS State of Texas Records Retention Schedule at <http://www.dshs.state.tx.us/records/schedules.htm>. Department Rules and other applicable state and federal statutes and regulations governing medical, mental health and substance abuse information.
- C. **Severability.** If any provision of this Agreement is construed to be illegal or invalid, this provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue.

**D. Termination.**

1. **Convenience.** This Agreement may be terminated by mutual agreement of both Parties, or either Party may terminate this Agreement without cause by giving 30 days written notice of its intent to terminate to the non-terminating Party.
2. **Cause.** This Agreement may be terminated for cause by either Party for breach or failure to perform an essential requirement of the Agreement. Termination for cause requires 30 days written notice.
3. **Notice of Termination.** Written notice may be sent by any method that provides verification of receipt, which will be calculated from the date of receipt by the non-terminating Party's Representative provided in Section V.
4. **Transition after Termination.** At the termination of this Agreement, the Parties will equitably settle their respective accrued interests or obligations incurred prior to termination.

E. **Immunity Not Waived.** The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by DSHS or the State of Texas of any immunities from suit or from liability that DSHS or the State of Texas may have by operation of law.

F. **Hold Harmless and Indemnification.** Participating Hospital agrees to hold DSHS, the State of Texas, individual state employees and officers and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments and to pay all costs, fees and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of this Agreement.

By signing below, the Parties agree that this Agreement constitutes the entire legal and binding agreement between them. The Parties acknowledge that they have read the Agreement and agree to its terms, and that the persons whose signatures appear below have the authority to execute this Agreement on behalf of their respective Party.

<input type="checkbox"/>	DEPARTMENT OF STATE HEALTH SERVICES	PARTICIPATING HOSPITAL
_____	_____	_____
Janna Zumbrun, MSSW Assistant Commissioner	Name: _____ Title: _____	
_____	_____	_____
Date	Date	

Please scan and submit completed form to:  
[cardio@dshs.state.tx.us](mailto:cardio@dshs.state.tx.us)

Please sign, date, and print name and title under the signature line. DSHS Assistant Commissioner will sign and date and an executed copy will be emailed to you.

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	E: <a href="mailto:Carleigh.Baudoin@dshs.state.tx.us">Carleigh.Baudoin@dshs.state.tx.us</a>

VI. **General Terms and Conditions**

A. **Confidentiality.**

1. The Parties are required to comply with all applicable state and federal laws relating to the privacy and confidentiality of this data and records.
2. DSHS will maintain sufficient safeguards to prevent release or disclosure of any such records or information obtained under this Agreement to anyone other than individuals who are authorized by law to receive such records or information and who will protect the records or information from re-disclosure as required by law.
3. DSHS will use confidential records and information obtained under this Agreement only for purposes as described in this Agreement and as otherwise allowed by law.
4. Notwithstanding any provision relating to confidentiality, the confidential information held by DSHS may be disclosed to a third party pursuant to the Texas Public Information Act (Texas Government Code Chapter 552), any open records decision or ruling by the Attorney General that such information constitutes public information or as otherwise provided by law.

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DEPARTMENT OF STATE HEALTH  
SERVICES

PARTICIPATING HOSPITAL

\_\_\_\_\_  
Janna Zumbrun, MSSW  
Assistant Commissioner

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date