

Disclosure of Member Demographic Data

The following policy governs the disclosure by the Texas Medical Association (“TMA”) of certain member demographic data from its membership database.

I. Definitions

A. “*Public data elements*” means the following data elements from the TMA membership database:

- Name
- Office address
- Office phone
- Office fax
- Specialty
- Practice name
- Practice website
- Practice type
- Medical school
- Medical school graduation date
- Residency completion date
- County medical society
- TMA membership status
- AMA membership status
- TEXPAC membership status
- Gender
- National provider identifier
- Insurance types
- Hospital affiliations
- Languages spoken
- Specialty procedures
- Telemedicine offered

B. “*Private data elements*” means the following data elements from the TMA membership database:

- Home address
- Home phone
- Mobile phone
- Spouse's name
- E-mail address
- Years in practice
- Legislative district
- TMA service information

II. Disclosure of Data

TMA will only disclose the *public data elements* or *private data elements* of its members as permitted by this policy.

A. Permitted disclosures for *public data elements* only:

1. Through TMA’s online physician directory.

Except that a member can contact TMA to opt out of TMA’s online physician directory.

2. In response to a requesting individual or organization for the data of one member at a time.

Except that, for a member who has opted out of TMA’s online physician directory, only the member’s name, county medical society, TMA membership status, and American Medical Association (AMA) membership status may be disclosed unless additional disclosure is otherwise permitted under this policy, *e.g.*, specifically authorized by the member.

B. Permitted disclosures for *public data elements* and *private data elements*:

1. Through use of TMA’s membership database by certain affiliate organizations.

The following affiliate organizations have direct access to the data in TMA’s membership database, including *public data elements* and *private data elements*, to the extent permitted by the security settings for each affiliate organization:

TMA Alliance, TMA Foundation, TMA Political Action Committee (“TexPAC”), and component county medical societies.

For convenience, TMA may at times provide to an affiliate organization the *public data elements* and *private data elements* the affiliate organization could have accessed itself from the database.

Note: A component county medical society (“CMS”) may handle *public data elements* and *private data elements* differently than TMA, as CMS are not bound by TMA policy. Many, but not all, CMS have executed a Memorandum of Understanding with TMA stating that the CMS will not sell data from the membership database for individuals who are outside of their county association. To learn how a CMS may use and disclose data from the membership database, contact the CMS.

2. As specifically authorized by the member, including oral or written authorization.

3. Under a written agreement, as described in Section III of this policy:

i. *With TMA Insurance Trust, Texas Medical Liability Trust, or AMA;*

Except that a member can update their communication preferences in their TMA website profile to opt out of sharing their *private data elements* with any of these affiliate organizations.

ii. *With a contractor, service provider, or other third party for the proper management and administration of TMA or for the purpose of supporting TMA’s business operations; or*

For instance, to a surveyor conducting member surveys on TMA’s behalf, or to a software consultant advising TMA on software implementation, but not to a medical equipment supplier or other vendor for third-party marketing purposes.

iii. *As approved by TMA’s Board of Trustees.*

4. Direct mail labels to a bonded mail house that signs an appropriate single-use agreement.

Except that TMA will not disclose to the bonded mail house any membership data other than name, office address, and TMA membership identification number.

The single use must be approved by TMA’s Executive Vice President/Chief Executive Officer or their designee and is limited to use by a participant in the [TMA 360 Vendor Program](#) or for an organization or activity that furthers TMA’s mission and goals.

5. If aggregated and deidentified, such that the data cannot be linked back to any individual member.

6. To carry out TMA’s legal responsibilities and/or as required by law.

III. Written Agreement to Release Data

A written agreement under Section II.B.3 of this policy must include provisions that:

A. Limit the other party’s use of membership data to the use necessary to fulfill the purpose of the agreement;

B. Require the membership data be kept confidential unless they are:

- i. Publicly available, other than through the other party’s unauthorized disclosure;
- ii. Available to the other party on a nonconfidential basis from another source; or
- iii. Required by law to be disclosed;

and

C. Upon termination of the agreement, require that any media in the other party’s possession that contains membership data kept confidential under the agreement be returned to TMA or destroyed.