



**Public Use Data File (PUDF)  
Emergency Department Data Order Form**

**Payment accepted by check only**

Please complete the order form and mail to the address below.

**Data Cost and Fees for licensee**

<b>Type of Business</b>	2020 - 2022* purchased per calendar year	2020 – 2022* purchased per calendar quarter	2017 - 2019 purchased per calendar quarter
Texas State Agencies and State Universities	\$0	\$0	\$0
Texas City/County/Local Government Health Departments	\$0	\$0	\$0
Texas Reporting Facilities	\$3,000	\$875	\$312.50
Texas In-State Media	\$3,000	\$875	\$312.50
Out of State Health Departments	\$3,000	\$875	\$312.50
Texas Private universities/colleges	\$6,000	\$1,750	\$625
Out of State Media	\$6,000	\$1,750	\$625
Out of State Agencies	\$6,000	\$1,750	\$625
Out of State Universities	\$6,000	\$1,750	\$625
Out of State Hospitals	\$6,000	\$1,750	\$625
All other businesses or consumers, including hospital, ASC, or FEMC affiliates, organizations, institutions, corporate offices	\$6,000	\$1,750	\$625
Multiple organizational license fees are listed below. There is not a discount for these licenses.			
Multiple organizational license - 2-4 data use License (see page 5)	\$9,000	\$2,750	\$982
Multiple organizational license - 5-9 data use License (see page 5)	\$12,000	\$4,000	\$1,429
Multiple organizational license - 10+ data use License (see page 5)	\$15,000	\$5,250	\$1,875

\*2022 Data Release Timeline

- 1q2022-Jan 2023
- 2q2022-Apr 2023
- 3q2022-Jul 2023
- 4q2022-Oct 2023



Organization/Licensee (as written on page 4): \_\_\_\_\_

**DATA ORDER**

Data Year	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Cost
<b>Sub-total Data cost for licensee (see Table on page 1)</b>					

<b>Multiple organizational license fees</b>	
<b>Reference Table on page 1</b>	
Multiple organizational license 2-4 license per data year	
Multiple organizational license 5-9 license per data year	
Multiple organizational license 10+ license per data year	
<b>Total Data Cost and Fees</b>	

Send completed Form, Data Use Agreement and Check to:

**PAYABLE TO:**  
**Texas Department of State Health Services/**  
**THCIC ZZ700/008**

Send Documents and Check to:

**Cash Receipts Branch, MC 2003**  
**Texas Department of State Health Services**  
**PO Box 149347**  
**Austin, TX 78714-9347**



**Data Use Agreement**  
**Emergency Department Public Use Data File**

Sections 108.013(c)(1) and (2) and 108.013 (g) of the Texas Health and Safety Code (THSC) prohibit the Texas Department of State Health Services (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 THSC.

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 THSC and this data use agreement. By virtue of this agreement, the undersigned agrees that the data will not be used to identify an individual patient or physician.

Any questions about the data must be referred to the DSHS manager in charge of implementing Chapter 108 of THSC. Product support is not provided by DSHS.

The data are protected by United States copyright laws and international treaty provisions.

In this data use agreement, the requestor of the data is referred to as the "licensee" and can be any organization, employee of an organization, consumer or data purchaser that is responsible for complying with the following requirements:

<b>By initialing each item</b> , the licensee gives the following assurances with respect to the use of Texas Emergency Department Data sets:	
	The licensee acknowledges the data is limited to the organization’s physical location (specified below) unless purchasing a multiple organizational license;
	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 a staff member of the organization (specified below), except with the written approval of DSHS;
	The licensee will not attempt to link nor permit others to attempt to link the records of patients in this data set with personally identifiable records from any other source;
	The licensee will not release nor permit others to release any information that identifies persons, directly or indirectly;
	The licensee will not attempt to use nor permit others to use the data to learn the identity of any physician;
	The licensee will not nor permit others to copy, sell, rent, license, lease, loan, or otherwise grant access to the data covered by this Agreement to any other person or entity, unless approved in writing by DSHS;
	The licensee acknowledges that when releasing or disclosing the data set or any part to others in their organization they will retain full responsibility for the privacy and security of the data and will prohibit others from further release or disclosure of the data;
	The licensee agrees to read the User Manual and understand the limitations of the data (User Manual located at: <a href="http://www.dshs.texas.gov/thcic">www.dshs.texas.gov/thcic</a> );
	The licensee will periodically check the DSHS/CHS/THCIC website for any technical updates to the data ( <a href="http://www.dshs.texas.gov/thcic">www.dshs.texas.gov/thcic</a> );
	The licensee will use the following citation in any publication of information from this file as: Texas Emergency Department Public Use Data File, [quarter and year of data]. Texas Department of State Health Services, Austin, Texas. [date of publication];
	The licensee will indemnify, defend and hold the DSHS, its members, employees, and its contract vendors harmless from any and all claims and losses accruing to any person as a result of violation of this agreement; and
	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.



For the purposes of this data use agreement an "Organization" is defined by its physical location (street address). Organizations that have multiple physical locations shall restrict access of the requested files listed on this document to the location listed on the document, unless purchasing a multiple organization license. (See page 5)

Note: Organization staff at the location listed on this document or contracted business associates to the licensee listed that do not regularly work at the physical location listed on this document are required to obtain their own data through DSHS, except with the written approval of DSHS.

Sharing of the data between two organizations, regardless of affiliation, is only allowed with the written approval of DSHS.

The licensee is required to comply with all federal and state confidentiality laws. The licensee agrees to the foregoing restrictions and acknowledges that the knowing or negligent release of data in violation of Chapter 108, Health and Safety Code, is punishable by a civil penalty of up to \$10,000 under section 108.014 and is a state jail felony under section 108.0141 and any other remedies available under the law to DSHS.

Please indicate the organization business type; mark only one type:			
X	Business Type	X	Business Type
	Texas State Agencies and State Universities		Out of State Media
	Texas City/County/Local Government Health Departments		Out of State Agencies
	Texas Reporting facilities (provide THCIC ID below)		Out of State Universities
	Texas In-State Media		Out of State Hospitals
	Out of State Health Departments		All other businesses or consumers, including hospital or ASC affiliates, organizations, institutions, corporate offices
	Texas Private universities/colleges		

Signature of Licensee: \_\_\_\_\_ Date: \_\_\_\_\_

Print or Type Name of Licensee: \_\_\_\_\_

Title (if part of an Organization): \_\_\_\_\_

Organization: \_\_\_\_\_

THCIC ID (required for reporting hospitals only) \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Note to Licensee:** The data will be accessible by download. You will be notified by email when the data are available.



Multiple Organization License

Licensee (on page 4) is responsible for providing PUDF copies to the multiple location licenses.

Type the names and physical addresses of each additional affiliated organization your organization will be requesting a license for. The fees associated with multiple organization licenses are listed on page 1.

Form with 10 sections for License #2 through License #10. Each section includes fields for Name, Street, City, State, ZIP Code, and THCIC ID (if applicable). A final instruction reads: 'If additional locations, copy this page and renumber the location sites.'