



Public Use Data File
Emergency Department Data

Payment accepted by check only

Please complete packet and mail to the address below.

Cost

Type of Business	2019 - **2021 purchased per calendar year	2019 - **2021 purchased per calendar quarter	2016 – 2018 purchased per calendar quarter
Texas State Agencies	\$0	\$0	\$0
Texas State Universities	\$0	\$0	\$0
Texas City/County Health Departments	\$0	\$0	\$0
Texas Reporting Hospitals or ASCs*	\$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 or ASC affiliates, organizations, institutions, corporate offices	\$6,000	\$1,750	\$625
Multiple Organizational Discounts	See page 4	No Discount	No Discount

ORDER

Data Year	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Cost

Total: _____

**2021 Data Release Timeline

- 1q21-Dec 2021
- 2q21-Mar 2022
- 3q21-Jun 2022
- 4q21-Sep 2022

Send completed Form, Data Use Agreement and **CHECK**

PAYABLE TO:

Texas Health Care Information Collection ZZ 700/008

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:

Table with 2 columns: Assurances and details. Header: 'By initialing each item, the licensee gives the following assurances with respect to the use of Texas Inpatient Discharge Data sets:'. Rows include: 'The licensee acknowledges the data is limited to the organization's physical location...', 'The licensee will not release nor permit others to release the individual patient records...', 'The licensee will not attempt to link nor permit others to attempt to link the emergency department records...', 'The licensee will not release nor permit others to release any information that identifies persons...', '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...', '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...', 'The licensee agrees to read the User Manual and understand the limitations of the data...', 'The licensee will periodically check the DSHS/CHS/THCIC website for any technical updates to the data...', '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 4)

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.

Table with 4 columns: X, Business Type, X, Business Type. Rows include Texas State Agencies and State Universities, Texas City/County/Local Government Health Departments, Texas Reporting Hospitals, Texas In-State Media, Out of State Health Departments, and Texas Private universities/colleges.

Signature of Licensee: _____ Date: _____

Print or Type Name of Licensee: _____

Title (if part of an Organization): _____

Organization: _____ *THCIC ID (for reporting hospitals only) _____

Organization Physical Address: _____

Mailing Address (if different than above): _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Fax Number: _____

E-mail: _____

Note to Licensee: Data product will be shipped to the mailing address provided above.



Pricing for multiple organization license (Organizations that own one or more health care facilities that are required to provide data under Health and Safety Code, Chapter 108 the price will be 50% of the prices listed below.) Licensee is responsible for providing PUDF copies to the multiple located licensees.

2 – 4 license locations; 2019 – 2021 data year = \$9,000 per data year
5 - 9 license locations; 2019 – 2021 data year = \$12,000 per data year
10+ license locations; 2019 – 2021 data year = \$15,000 per data year

2 – 4 license locations; 2016 - 2018 data year = \$3,750 per data year
5 - 9 license locations; 2016 - 2018 data year = \$5,000 per data year
10+ license locations; 2016 - 2018 data year = \$6,250 per data year

Type the names and physical addresses of each affiliated organization your organization will be licensing.

Form with 10 rows for location details. Each row includes fields for Location # Name, Street, City, State, ZIP Code, and THCIC ID (if applicable). Includes a note: 'If additional locations, copy this page and renumber the location sites.'