

**Data Use Agreement  
Inpatient and Outpatient  
Public Use Data File**



**Texas Health Care Information Collection  
Center for Health Statistics**

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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 by the Act. 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 DSHS only. 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 purchaser and end-user of the data are referred to as the "licensee". The licensee gives the following assurances with respect to the use of Texas Hospital Discharge Data and Outpatient Data sets:

- 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 inpatient or outpatient 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 agrees to read the User Manual and to be cognizant of the limitations of the data;
- The licensee will use the following citation in any publication of information from this file:  
  
Texas Hospital Inpatient Discharge Public Use Data File, [quarter and year of data] or Texas Outpatient Event 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

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- 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.

The licensee understands that these assurances are collected by DSHS for each set of data acquired by the licensee to assure compliance with its statutory confidentiality requirement. Recipient 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.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

(Signed on behalf of the licensee)

Print or Type Name: \_\_\_\_\_

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

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

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

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

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

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

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

***Note to Purchaser: Shipment of the data product will be made to the person who signs this agreement.***