|  |  |
| --- | --- |
| cid:image003.png@01CE39D1.DA1BB4C0 | **PHC4 Special Requests** **Data Request Application** |
| Please complete the application, complete and sign the Confidentiality and Data Use Agreement (attached), and email these documents to PHC4 Special Requests at specialrequests@phc4.org.***Notice:*** *Failure to disclose information as requested in the application, or misrepresentation or omission as to intent will be grounds for refusal of the request.* |
| **Applicant Information:** Please provide contact information for the applicant who is requesting data and will be responsible for the security of the data. |
| **Name:** |       | **Title:** |       |
| **Organization:** |       |
| **Mission:** |       |
| **Address:** |       | **Email:** |       |
|  |       | **Phone:** |       |
|  |       | **Fax:** |       |
|  |  |  |  |
| **Contractor(s) Information:** Please provide contact information for each third-party contractor(s) and/or sub-contractor(s) that will be working with the data; if additional contractors will be involved. Please attach their contact information on a separate sheet. Please note each contractor representative is required to sign the Confidentiality and Data Use Agreement. |
| **Contractor 1:** Please provide contact information for contractor/sub-contractor(s). |
| **Name:** |       | **Title:** |       |
| **Organization:** |       |
| **Address:** |       | **Email:** |       |
|  |       | **Phone:** |       |
|  |       | **Fax:** |       |
| **Contractor 2:** Please provide contact information for contractor/sub-contractor(s). |
| **Name:** |       | **Title:** |       |
| **Organization:** |       |
| **Address:** |       | **Email:** |       |
|  |       | **Phone:** |       |
|  |       | **Fax:** |       |
|  |  |  |  |

|  |
| --- |
| **Purpose of Request:** Please state the purpose of the data request and the scope of the project with complete and accurate description, and explain in specific detail how the data will be used. If data are to be used for research, please provide a copy of the study protocol. Include the title of the study, description of the health topic that will be addressed by the study, the primary objectives and hypotheses, data collection methods, and description of any data files and source of the files that are intended to be linked with the PHC4 data. The names of the organizations and/or individuals who will have access to the data must be listed along with a description of their role in the project.  |
|  |       |  |
|  |       |  |
|  |       |  |
|  |       |  |
|  |       |  |
|  |       |  |
|  |  |  |

|  |
| --- |
| **Use of Data:** Please answer the following questions. |
| 1. Will the data or analysis from the data be resold in any form?
 | [ ]  YES | [ ]  NO |
| 1. Will the data be used to produce a service or product to make a profit?
 | [ ]  YES | [ ]  NO |
| 1. Will the data be used for consulting purposes?
 | [ ]  YES | [ ]  NO |
| 1. Will the data be used for litigation or in any way to take legal action based on findings from the use of the data?
 | [ ]  YES | [ ]  NO |
| 1. Will the data be used for a research study?
 | [ ]  YES | [ ]  NO |
| *(Please provide a copy of the study protocol with the Data Request Application)* |  |  |
| 1. Will the data be purchased with grant funds? Or, will the data requested be used to meet requirements for an awarded grant?
 | [ ]  YES | [ ]  NO |
| 1. If yes, please provide the name of the sponsor(s) or funding organization
 |  |  |
|  |       |  |  |
| 1. Please provide the title of the study or project.
 |  |  |
|  |       |  |  |
| 1. Will the data or results of data analysis be used in some form of publication (hard copy or electronic format)?

*Applicants who intend to publish PHC4 data, including results, conclusions and/or analyses agree to grant PHC4 the right to review and comment on their draft report, paper and/or article. Copies of publications must be forwarded to PHC4. Refer to clause in the Confidentiality and Data Use Agreement.*  | [ ]  YES | [ ]  NO |
| 1. Please provide the completion date of project.
 |  |  |
|  |       |  |  |
| *The PHC4 data must be destroyed upon completion of project. Refer to clause in the Confidentiality and Data Use Agreement.* |  |  |

|  |
| --- |
| **Data Request:** Select the data files from the database selection on the next page. Standard predetermined data files are available as are custom data files that can be produced based on specific criteria provided in the application.  |
| ***Standard Data:*** Pennsylvania statewide records, regional records, or specific facility records are available in standard data files. Statewide files include all records regardless of where a patient resides. Regional files are made available by PHC4’s nine assigned geographic areas of the state. Regional files include records from the facilities within that region, not patients who are residents of the regional area. A list of counties located within each region is listed below. Facility files are records from the specific facility.***Custom Data:*** A subset of records from the Pennsylvania statewide database selected based on the criteria provided by the applicant on page 6 of this application. |

|  |
| --- |
| **Pennsylvania Counties by Region** |
| **Region 1:** | Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Washington, and Westmoreland |
| **Region 2:** | Cameron, Clarion, Clearfield, Crawford, Elk, Erie, Forest, Jefferson, Lawrence, McKean, Mercer, Potter, Venango, and Warren |
| **Region 3:** | Bedford, Blair, Cambria, Indiana, and Somerset |
| **Region 4:** | Centre, Clinton, Columbia, Lycoming, Mifflin, Montour, Northumberland, Snyder, Tioga, and Union |
| **Region 5:** | Adams, Cumberland, Dauphin, Franklin, Fulton, Huntingdon, Juniata, Lancaster, Lebanon, Perry, and York |
| **Region 6:** | Bradford, Lackawanna, Luzerne, Monroe, Pike, Sullivan, Susquehanna, Wayne, and Wyoming |
| **Region 7:** | Berks, Carbon, Lehigh, Northampton, and Schuykill |
| **Region 8:** | Bucks, Chester, Delaware, and Montgomery |
| **Region 9:** | Philadelphia |
|  |  |

|  |
| --- |
| **Format Data:** Please specify the data file format.  |
| *Please select one file format.*  |  |
| [ ]  ASCII (.txt) Flat Text |
| [ ]  ASCII (.txt) Comma Delimited |
| [ ]  MS EXCEL (.xlsx) *Specify if an older version is needed:* |       |  |
| [ ]  MS ACCESS (.accdb) *Specify if an older version is needed:* |       |  |
| [ ]  DBASE (.dbf)  |  |  |
| [ ]  SAS (.sas7bdat)  |  |  |
| [ ]  Other\* *Please specify:* |       |  |
|  | *\*Contact Special Requests staff at* *specialrequests@phc4.org* *for feasibility.* |  |
|  |  |  |

|  |
| --- |
| **Databases:** Select a database(s). |
| [ ]  **Inpatient Discharge Data:** *Inpatient discharge records (1990 – most recently released quarter of data available).* |
| *Please select one. Specify year(s) and/or quarter(s)\*:* |       |  |
| [ ]  Standard Statewide |  |
| [ ]  Standard Regional (*specify region(s) 1-9):* |       |  |
| [ ]  Standard Facility *(specify facility):* |       |  |
| [ ]  Custom *Describe the criteria for select records and/or report on the next page.*  |  |
|  |
| [ ]  **Ambulatory/Outpatient Procedure Data:** *Ambulatory/outpatient procedure records (1996 – most recently released quarter of data available).* |
| *Please select one. Specify year(s) and/or quarter(s)\*:* |       |  |
| [ ]  Standard Statewide |  |
| [ ]  Standard Region (*specify Region(s) 1-9):* |       |  |
| [ ]  Standard Facility *(specify facility):* |       |  |
| [ ]  Custom *Describe the criteria for select records and/or report on the next section/page.* |  |
|  |
| [ ]  **Revenue Code Detail Data:** *Distinct charge data records (1996 – most recently released quarter of data available). Format is limited; these files are too large for MS-Excel.* |
| *Please select one or both. Specify year(s) and/or quarter(s)\*:* |       |  |
| [ ]  Inpatient Standard Statewide |  |
| [ ]  Ambulatory/Outpatient Standard Statewide |  |  |
|  |
| [ ]  **Financial Data:** *Financial, utilization, and payer data by facility (1996 – most recently released fiscal year of data available).* |
| *Please select one. Specify year(s):* |       |  |
| [ ]  Standard Statewide *(only selection)* |  |
|  |

*\* Data is processed based on the date of discharge. For example, 2020 data represents records of patients who were discharged in calendar year 2020, including those who may have been admitted prior to January 1, 2020.*

|  |
| --- |
| **Criteria for custom data:** Based on the database selected, providespecific detailed criteria necessary to identify the subset of records to be abstracted. Such as, geographic scope (by county or zip codes) and/or clinical/condition scope (MDCs, DRGs, diagnosis codes, or combination). Specify any calculated or derived data fields that are not part of the public use dataset, if any; and, if ordering a data report, indicate the type of aggregated groupings. If possible, please provide a sample layout of the data file. |
|  | *Please select one.*  |  |
|  | [ ]  Dataset (record-level)  |  |
|  | [ ]  Data Report (aggregated data)  |  |
|  |       |  |
|  |       |  |
|  |       |  |
|  |       |  |

PHC4 Data Request

Confidentiality and Data Use Agreement

for Research, Non-Commercial, or Press Users

This agreement is made on the      day of                , year            by and between the Pennsylvania Health Care Cost Containment Council (“PHC4”) and                           (the “Applicant”).

This agreement sets forth the terms and conditions pursuant to Act 89 as amended by Act 2003-14, as amended by Act 2009-3, and as amended by Act 2020-15 for applying for and receiving data from PHC4.

The Parties agree as follows:

**1. CONFIDENTIALITY**

1. All applicants, contractors, and sub-contractors, are prohibited from releasing PHC4 data which a) could reasonably be expected to reveal the identity of an individual patient, b) does not simultaneously disclose payment, as well as provider quality and provider service effectiveness, c) could reasonably be expected to reveal the identity of any purchaser, d) relate actual payments to any identified provider made by any purchaser, e) disclose discounts or allowances between identified payors and providers*.*
2. Applicants, contractors, or sub-contractors of PHC4 data are prohibited from using the data to attempt to identify an individual. Using the data for the purpose of disciplining, discharging, or penalizing an employee of the Applicant is also prohibited.
3. Applicants, contractors, or sub-contractors handling PHC4 data shall use appropriate safeguards to prevent use or disclosure of data other than as permitted by this agreement.
4. Any linkage to other data sets is prohibited without notification of and consent of PHC4.

**2. CONTRACTORS AND Sub-contractors (Third-Parties)**

1. Applicant shall ensure that any contractors or sub-contractors, to whom it provides PHC4 data, agree to the same restrictions and conditions that apply to the Applicant with respect to such information. Upon request, the Applicant shall provide PHC4 with a copy of the contract binding any contractors or sub-contractors to maintain applicable conditions and restrictions on the use of PHC4 data.
2. All data supplied to a third-party for use in this project must be returned to the original Applicant upon completion of the project.
3. If PHC4 data are linked to other data sets and if a contractor or sub-contractor does the linking, the PHC4 data shall be returned to the Applicant following the linking of these data.

**3. Duplication of Data**

No copies of data sets that include PHC4 data (including linked data sets) will be made or distributed without consent of both the Applicant and the Pennsylvania Health Care Cost Containment Council.

**4. USE OF DATA**

The Applicant, contractors, and sub-contractors shall not use or further disclose PHC4 data received under this agreement for any other projects or purposes without prior written approval from the PHC4. The Applicant, contractors, and sub-contractors shall not use or further disclose PHC4 data other than for purposes specifically identified on this application. Prior, written consent from PHC4 must be obtained to use the data for reasons other than the Applicant’s originally stated purpose. Any unauthorized use will be subject to the Penalties of Section 10 of Act 89, as amended by 2003-14, as amended by 2009-3, and as amended by 2020-15.

**5. RESALE, RELEASE, AND PUBLISHING OF DATA OR ANALYSIS**

1. The Applicant, contractors, and sub-contractors shall not resell or release PHC4 data or the resulting analyses as part of a commercial product or for commercial purposes.
2. Applicants who intend to publish PHC4 data, including results, conclusions and/or analyses agree to grant PHC4 the right to review and comment on their draft report, paper and/or article. Patient-level or unaltered data as received by the Applicant may not be published. When possible and practical, any publication of results, conclusions and/or analyses resulting from PHC4 data must include the following statement:

“The Pennsylvania Health Care Cost Containment Council (PHC4) is an independent council responsible for addressing the problem of escalating health costs, ensuring the quality of health care, and increasing access to health care for all citizens regardless of ability to pay.  PHC4 has provided data to this entity in an effort to further PHC4’s mission of educating the public and containing health care costs in Pennsylvania.

PHC4, its agents, and staff, have made no representation, guarantee, or warranty, express or implied, that the data—financial, patient, payor, and physician specific information—provided to this entity, are error-free, or that the use of the data will avoid differences of opinion or interpretation.

This analysis was not prepared by PHC4.  This analysis was done by [Entity Name]. PHC4, its agents and staff, bear no responsibility or liability for the results of the analysis, which are solely the opinion of this entity.”

If a particular publication’s specifications make the inclusion of this disclaimer impractical, the Applicant will contact PHC4 to make other arrangements. A copy of any published materials or study results shall be made available to the Pennsylvania Health Care Cost Containment Council.

1. If the Applicant is approved by PHC4 to publish analysis via the Internet, a listing of all domain names and URLs owned by the Applicant must be provided to PHC4. PHC4 has the right to seek immediate legal relief for any violations for unauthorized posting of data on Web sites.

**6. Disclosure Required by Law**

No person may release PHC4 data in response to a Subpoena or Court Order without immediate, written notification to PHC4 of such potential release. PHC4 reserves the right to respond and intervene in order to ensure the protection of Section 10 of Act 89 as amended by Act 2003-14, as amended by Act 2009-3, as amended by Act 2020-15.

**7. REPORT OF BREACH**

The Applicant, contractors, or sub-contractors must provide PHC4 with immediate written notice if they become aware of any violations of the understandings herein or of any related violations.

**8. Hold Harmless**

Applicant agrees to indemnify, defend and hold harmless PHC4, its directors, officers, agents, and employees against all claims, demands, or causes of action that may arise from Applicants employees, agents, or independent contractors improper disclosure of the data and from any intentional or negligent acts or omissions. Indemnification would include payment to PHC4 of reasonable attorneys’ fees for counsel to be selected by PHC4.

**9. Termination**

1. Original Applicant must destroy all data or copies of data upon termination of this Agreement.
2. This Agreement shall terminate when work related directly to the purpose specifically provided on the attached application has been completed. Applicant must notify PHC4 in writing of the completion of the project.
3. This Agreement may be terminated by PHC4 upon 30 days prior written notice to Applicant.
4. PHC4 may terminate this Agreement immediately upon written notice to the Applicant if PHC4 determines that the Applicant has breached or violated a material term of this Agreement.

**10. DISCLAIMER**

The Pennsylvania Health Care Cost Containment Council’s database contains statewide hospital discharge and ambulatory/outpatient procedure data. Every reasonable effort has been made to ensure the accuracy of the information obtained from the Uniform Claims and Billing Form (UB-82/92/04) data elements. Computer collection edits and validation edits provide opportunity for staff to correct financial, patient, payor, and physician specific errors that may have occurred prior to, during or after submission of data. The ultimate responsibility for data accuracy lies with individual providers.

The Pennsylvania Health Care Cost Containment Council, agents and staff make no representation, guarantee, or warranty, expressed or implied that the data—including financial, patient, payor, and physician specific information—are error-free, or that the use of this data will prevent differences of opinion or disputes with those who use published reports or purchased data. The Pennsylvania Health Care Cost Containment Council will bear no responsibility or liability for the results or consequences of its use.

By signing this application, I am attesting that I have read the above disclaimer and agree to its content. I understand that the Pennsylvania Health Care Cost Containment Council will not be held liable for the results or consequences of using Pennsylvania Health Care Cost Containment Council data. I am also attesting that the specifications and purpose I have provided on the above form are true and complete and will satisfy my needs for this request. I will not utilize the data for any other purposes than stated above unless I have notified and received prior approval from the Council.

**11. PURCHASER STATEMENT OF EMPLOYEE NOTIFICATION (Applies to Health Care Purchasers Only)**

All Applicants who are Purchasers as defined by Act 89 of 1986 must carefully read and sign the statement below. A Purchaser as defined by Act 89 (as amended by Act 14 of 2003, as amended by Act 3 of 2009, and as amended by Act 15 of 2020) is “All corporations, labor organizations and other entities that purchase benefits which provide covered services for their employees or members, either through a health care insurer or by means of a self-funded program of benefits, and a certified bargaining representative that represents a group or groups of employees for whom employers purchase a program of benefits which provide covered services, but excluding entities defined in this Act as health care insurers.”

I understand that notice will be given to my employees that information has been requested on the health care services, which they, or dependents that are covered under the purchaser’s health care insurance, have received. I agree to post this notice in a prominent location where other similar employee notices are posted. I also understand that I am prohibited from using the data to attempt to identify an individual or to use the data for purposes of disciplining, discharging, or penalizing an employee.

**12. Penalties**

Penalties for non-compliance are described in Act 89 as amended by Act 2003-14, as amended by Act 2009-3, and as amended by Act 2020-15 Section 10.

As an Applicant, contractor, or sub-contractor of the Pennsylvania Health Care Cost Containment Council data, I have read and understand the above terms and conditions associated with access to Pennsylvania Health Care Cost Containment Council data. All statements entered in this Application are true, complete, and correct to the best of my knowledge and belief. Further, I agree to abide by any restrictions noted in this Application. As an Applicant, I agree to pay such reasonable charges, as the Pennsylvania Health Care Cost Containment Council shall deem sufficient to cover the costs of providing such data to me, within thirty days of receipt of an invoice.

**IN WITNESS WHEREOF,** the parties have executed this Confidentiality and Data Use Agreement the day and year first written above. Signatures are required by the Applicant, person responsible for the project, and any person involved in the project who will have access to the PHC4 data, including contractors and sub-contractors.

The requesting organization will use its best efforts and all legal means available to it to bind those to whom it releases the data which is the subject of this understanding, whether contractors or not. The requesting organization recognizes the confidentiality requirements of 35 P.S. § 449.10, incorporated herein by reference. All signatories to this understanding acknowledge and agree to abide by the confidentiality requirements of both federal and Pennsylvania law including 35 P.S., section 449.10.

|  |  |  |
| --- | --- | --- |
|  |  |  |
|  Project Director’s Signature  |  |  Signature |
|       |  |       |
|  Printed Name  |  |  Printed Name |
|       |  |       |
|  Organization |  |  Organization |
|       |  |       |
|  Date |  |  Date |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  Signature  |  |  Signature |
|       |  |       |
|  Printed Name  |  |  Printed Name |
|       |  |       |
|  Organization |  |  Organization |
|       |  |       |
|  Date |  |  Date |
|  |  |  |
|  |  |  |
|  |  |  |
|  Signature  |  |  Signature |
|       |  |       |
|  Printed Name  |  |  Printed Name |
|       |  |       |
|  Organization |  |  Organization |
|       |  |       |
|  Date |  |  Date |
|  |  |  |
|  |  |  |
|  |  |  |
|  Signature  |  |  Signature |
|       |  |       |
|  Printed Name  |  |  Printed Name |
|       |  |       |
|  Organization |  |  Organization |
|       |  |       |
|  Date |  |  Date |