Oklahoma State
Department of Health

Health Care Information
Center for Health Statistics

Discharge Public Use Data File Application Kit

9/07

Discharge PUDF Application

The Oklahoma Discharge Public Use Data Files (PUDF) are available through the Health Care Information (HCI) Division of the Oklahoma State Department of Health. The Discharge PUDFs excludes data elements that could directly or indirectly identify individuals. Access to the files is open to users who sign a Data Use Agreement. Users must agree to use the database for research and statistical purposes only and make no attempt to identify individuals.

For information on the Oklahoma PUDFs, e-mail the Health Care Information Division at chsadmin@health.ok.gov .

Directions to Complete the PUDF Application:

1. Print or type all responses. An electronic copy is available on request.

2. Complete Part I: Organization and/or Individual Requesting Use of Oklahoma Discharge PUDF

3. Complete Part II: Intended Use of the Data and Project Activities

4. Complete Part III: Selection of the Oklahoma PUDF

5. Complete and sign the Data Use Agreement

6. Submit the completed application:

   Health Care Information Division
   Account 400HAX5
   Oklahoma State Department of Health
   1000 NE Tenth Street
   Oklahoma City, OK 73117-1299

   Telephone: (405) 271-6225 Fax: (405) 271-9061 E-mail: chsadmin@health.ok.gov

Part I: Organization and/or Individual Requesting Use of Oklahoma Discharge PUDF

General Information:

Applicant Name: _____

Position/Title: _____

Organization (include Branch/Division, Department): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax: _____

Internet Address: _____

E-Mail: _____

Type of Organization:

- ❑ University/college teaching institution
- ❑ Government agency
- ❑ Managed care, insurer
- ❑ Healthcare provider
- ❑ Pharmaceutical, biotechnology, medical product firm
- ❑ Trade association, lobbying group, consortium
- ❑ Research organization, consultant
- ❑ Data submitting facility
- ❑ Other: (describe _____)

Check the *one* box that best characterizes the type of ownership of your organization

- ❑ Not-for-profit
- ❑ For-profit

Part II: Intended Use of the Data and Project Activities

Describe the intended use of the data requested. Attach additional pages if necessary. Include:

- Brief description of project(s) and intended use of the data (e.g., clinical research, health services research, analyses to address public policy issues, analyses to address private policy issues, creating products or tools such as quality measurements, severity adjustment software, etc.)

- Brief description of the subject area(s) that you plan to investigate (e.g., health outcomes, quality, cost, utilization, access, markets, etc.)

- Brief description of the potential uses of the final products that you may create using the data (e.g., papers, reports, tools, analyses for public domain and/or internal use, etc.)

Part III: Oklahoma Discharge PUDF Order Form

Format: Comma delimited ascii

Hospital Inpatient *Note: Individual facilities are identified for 2006 forward*

Select year(s): ☐ 2010 ☐ 2009 ☐ 2008 ☐ 2007 ☐ 2006
☐ 2005 ☐ 2004 ☐ 2003 ☐ 2002 ☐ 2001
☐ 2000 ☐ 1999 ☐ 1998

Hospital-based Outpatient Surgery *Note: Individual facilities are identified for 2006 forward*

Select year(s): ☐ 2010 ☐ 2009 ☐ 2008 ☐ 2007 ☐ 2006
☐ 2005 ☐ 2004 ☐ 2003

Ambulatory Surgery Center *Note: Individual facilities are identified for 2008 forward*

Select year(s): ☐ 2010 ☐ 2009 ☐ 2008 ☐ 2007 ☐ 2006
☐ 2005 ☐ 2004 ☐ 2003

New Price

Most Current Two (2) Years/each:

Participating Hospitals:	$ 0.00	- 1st copy at no charge ($50 for each copy thereafter)
Non-Profit/Research:	$ 50.00	
For Profit/Commercial:	$7,500.00 full data year	or $ 0.030/rec + $50/hr for custom datasets

Earlier Years/each:

Participating Hospitals	$ 0.00	- 1st copy at no charge ($50 for each copy thereafter)
Non-Profit/Research	$ 50.00	
For Profit/Commercial	$3,750.00 full data year	or $ 0.015/rec + $50/hr for custom datasets

Custom Data Sets and/or Analyses
Please contact the Health Care Information Division at chsadmin@health.ok.gov or (405) 271-6225.

Total Payment Due
If you need help determining the payment due, submit the completed application, without payment, to the *Oklahoma State Department of Health* and request an invoice. An itemized invoice will be faxed or e-mailed to you stating the total payment due

Orders will not be filled until the completed application is received.

Checks should be made out to *Health Care Information Division*. Mail a check for the total payment due with your itemized invoice or completed application to:

Health Care Information Division
Account 400HAX5
Oklahoma State Department of Health
1000 NE Tenth Street
Oklahoma City, OK 73117-1299

Part IV: PUDF Product Disclosure Form

It is necessary for the Health Care Information Division to catalog how the data has been used and applied. The abstracts provided below will be used to validate the worth of the discharge data collection process and the use of the data collected.

2. Product Type:
   - ☐ Peer Review Journal Article
   - ☐ Summary/Surveillance Report
   - ☐ Business Practice/Policy
   - ☐ Research Poster
   - ☐ Internal Quality Assurance Review
   - ☐ Other: _____

Preferred product citation:
_____

3. Product Title: _____

4. Abstract: (*100-300 words summarizing the product, conclusions drawn, and /or practices changed)*

5. Source of Funding:_____

6. Author(s)/Principal Investigator: _____

_____

7. Contact Information:

Name: _____

Affiliation:_____

Mailing address:_____

_____

Phone:_____ Fax: _____

E-mail: _____

Data Use Agreement
Oklahoma Discharge Public Use Data File
Health Care Information Division, Oklahoma State Department of Health

This Data Use Agreement ("Agreement") implements the data protections of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191) and the Health Care Information System Act. Any requestor ("data recipient") seeking to obtain or use discharge data maintained by the Health Care Information Division ("HCI"), must sign and submit this Agreement to HCI before access to Public Use Data Files ("PUDF") may be granted.

The Oklahoma State Department of Health PUDF contains statewide discharge data derived primarily from the Uniform Claims and Billing Form (UB-92) data elements for the inpatient and hospital based outpatient surgeries and the HCFA/CMS 1500 for the Ambulatory Surgery Centers (ASC). Every reasonable effort has been made to ensure the accuracy of the information. Validation edits provide the opportunity for staff to work with data providers to correct specific errors that may have occurred prior to, during, or after the submission of the data. The ultimate responsibility for data accuracy lies with the individual data providers.

The Oklahoma State Department of Health staff makes no representation, guarantee, or warranty, expressed, or implied, that the data 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 Oklahoma State Department of Health will bear no responsibilities or liability for the consequences of its use.

In accordance with HIPAA, a PUDF may only be used or disclosed in the form of a limited data set, as defined by the HIPAA Privacy Rule (45 CFR § 164.514(e)).

The Health Care Information System Act, Title 63 § 1-115 et seq, requires that information received pursuant to the Act shall be subject to the same confidentiality restrictions imposed by state or federal law as the public or private agency providing the information and the requestor is prohibited from taking any administrative, investigative or other action with respect to any individual on the basis of the identifying information. HCI pursuant to the Oklahoma Health Care Information System Act is further prohibited from identifying, directly or indirectly, any individual in any report of scientific research or long-term evaluation, or otherwise disclosing identities in any manner. The data recipient shall only use this data for the purpose for which the data were supplied which are limited to research and aggregate statistical reporting. Therefore, data recipients may use PUDF data only for the purposes set forth below.

No Identification of Persons. Any effort to determine the identity of any person contained in a PUDF database (including patients and physicians), or to use the information, disclosed from the PUDF database, for any purpose other than for research and aggregate statistical reporting would violate the Health Care Information System Act, the conditions of this Agreement, and the HIPAA Privacy Rule. Recipients of the data set are prohibited under the Health Care Information System Act and the terms of this Agreement from releasing, disclosing, publishing, or presenting any individually identifying information obtained under this Agreement.

HCI omits from the data set all direct identifiers; however, it may be possible in limited situations, through deliberate technical analysis, or with the aid of outside information, to ascertain from the limited data sets the identity of particular persons. Considerable harm could ensue if the identity of specific persons were disclosed. Therefore, any deliberate attempts to identify individuals are prohibited and information that could identify individuals directly or by inference must not be released or published. In addition, users of the data must not attempt to contact individuals or facilities for any purpose, including verifying information supplied in the data set. Any questions about the data must be referred exclusively to HCI.

The undersigned gives the following assurances with respect to the PUDF data set:

- I will not use and will prohibit others from using or disclosing the data set (or any part), except for research and aggregate statistical reporting, and only as permitted by this Agreement.

- I will ensure that the data are kept in a secured environment and that only authorized users will have access to the data.

- I will not release or disclose, and will prohibit others from releasing or disclosing, any data that are individually identifiable under the HIPAA Privacy Rule, or any information that identifies persons, directly or indirectly, except as permitted under this Agreement or in accordance with the above-mentioned Health Care Information System Act.

- I will not release or disclose information where the number of observations (i.e., individual discharge records) in any given cell of tabulated data is less than or equal to 10.

- I will not release or disclose, and will prohibit others from releasing or disclosing, the data set (or any part) to any person who is not a member, agent, or contractor of the organization (specified below), except with the approval of HCI.

- I will require others employed in my organization (specified below), and any agents or contractors of my organization, who will use or have access to the data set, to sign a copy of this Agreement (specifically acknowledging their agreement to abide by its terms) and I will submit those signed Agreements to HCI or its agent before granting access.

- I will not attempt and will prohibit others from attempting to link the discharge records of persons in the data set with individually identifiable records from any other source.

- I will not attempt to use and will prohibit others from using the data set to learn the identity of any person included in the data set.

- If a person is identified as a consequence of the use of the data set I will not disclose this information to anyone other than HCI and I will not contact the person so identified for any purpose.

- I will not contact nor permit others to contact facilities or persons in the data sets to question, verify, or discuss data in this data set.

- I will not sell, market, or transfer the data, nor cause or allow the transfer of the data set, nor any part of the data set.

- I will indemnify, defend, and hold harmless HCI and the facilities that provide data to HCI for the PUDF from any or all claims and losses accruing to any person, organization, or other legal entity as a result of violation of this Agreement. This provision applies only to the extent permitted by Federal and State law.

- I will make no statement and will prohibit others from making statements indicating or suggesting that interpretations drawn are those of the data sources or HCI.

- I will acknowledge in all reports based on these data that the source of the data is the "Oklahoma Discharge Public Use Data file, Health Care Information Division, Oklahoma State Department of Health."

Safeguards. I agree to use appropriate safeguards to prevent use or disclosure of the data set other than as permitted by this Agreement.

Permitted Access to Limited Data Set. I shall limit the use or receipt of the data set to the individuals who require access in order to perform activities permitted by this Agreement. This Agreement must be signed by all such individuals and submitted to HCI before access to the data set may be granted.

The HIPAA Privacy Rule. I agree not to use or disclose the data set in any manner that would violate the HIPAA Privacy Rule.

Agents and Contractors. I shall ensure that any agents, including contractors and subcontractors to whom I provide the data set, agree in writing to be bound by the same restrictions and conditions that apply to me with respect to the limited data set.

Reporting Violations of this Agreement. I agree to report any violations to HCI within twenty-four (24) hours of becoming aware of any use or disclosure of the limited data set in violation of this Agreement or applicable law.

Term, Breach, and Termination of this Agreement. Any noncompliance by the data recipient with the terms of this Agreement will be grounds for immediate termination of the Agreement if, at the sole determination of HCI, the data recipient knew or should have known of such noncompliance and failed to immediately take reasonable steps to remedy the noncompliance.

Reporting to the United States Department of Health and Human Services. If the data recipient fails to remedy any breach or violation of this Agreement to the satisfaction of HCI, and if termination of the Agreement is not feasible, HCI shall report the recipient's breach or violation to the OSDH HIPPA Privacy Officer and as appropriate to the US Health and Human Services Office for Civil Rights, and the recipient agrees that he or she shall not have or make any claims against HCI with respect to such report(s).

I understand that this Agreement is requested by the Health Care Information Division to ensure compliance with its statutory confidentiality requirement. My signature indicates my Agreement to comply with the above-stated requirements with the knowledge that any violation of the Health Care Information System Act subject to a civil penalty of up to $10,000 under 42 U.S.C. 299c-3(d), and that deliberately making a false statement about this or any matter within the jurisdiction of any department or agency of the Federal Government violates 18 U.S.C. 1001 and is punishable by a fine of up to $10,000 or up to five years in prison. Violators of this Agreement shall also be subject to a $5,000 fine under the Health Care Information System Act.

Signed: _____ _____
Date: _____
Print or Type Name of Data Recipient: _____ _____
Title: _____
Organization: _____
Address: _____
City: _____ State: _____ ZIP Code: _____
Phone Number: _____ Fax: _____
E-mail:_____

The information above is maintained by HCI for the purpose of enforcement of this Agreement. This information may also be used by HCI to create an HCI mailing list. The mailing list allows HCI to send users information such as notices about the release of new databases and errata when data errors are discovered.

☐ I do not wish to be included on the HCI mailing list.

Note: The person who signs this agreement must be the person to whom the data product will be shipped.

Health Care Information Division
Oklahoma State Department of Health
1000 NE Tenth Street – Room 807
Oklahoma City, Oklahoma 73117
E-mail: chsadmin@health.ok.gov

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