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**Data Use Agreement on the Statewide Inpatient and Outpatient
Research-Level Data Sets**

This data use agreement pertains to the statewide research-level hospital abstract inpatient and outpatient data sets collected by the Health Services Cost Review Commission (“HSCRC”) under COMAR 10.37.06 and COMAR 10.37.04. These data are considered protected health information (PHI). The undersigned gives the following assurances with respect to the HSCRC data sets (“Data”):

_____ Considers the security and confidentiality of
(Insert name of Organization, Health Care Provider, or Researcher)

PHI as a matter of high priority. Any and all members of this organization having access to patient medical files and information contained in the above-mentioned datasets will be held responsible for safeguarding and maintaining strict confidentiality. In order to be granted access to PHI, you must agree unconditionally to the following standards:

1. This data will be used only for market share and policy analyses;
2. I will not attempt to use or permit others to use the datasets to learn the identity of any person included in the datasets;
3. I will require others in the organization, as well as any subcontractor to the organization who uses the data, to sign an agreement assuring full compliance with this Data Use Agreement. The organization will keep these signed agreements and make them available to the HSCRC during normal business hours and upon receipt of prior written notice;
4. A data security plan, which adequately addresses the requirements contained herein, shall be maintained by any subcontractor employed by the organization;
5. I will not release or permit others to release any information that identifies persons, directly or indirectly;
6. I will not release or publicize, or permit others to release or publicize, any data not pertaining to market share analysis.

7. I will not include in the technical paper statistics where the number of observations in any given cell of tabulated data is less than or equal to six (6);
8. I will not attempt to link or permit others to attempt to link the hospital discharge records of persons in the data set with personally identifiable records from any source;
9. I will not release or permit others to release the datasets or any part of it to any person who is not a member of the _____, or to
(Insert name of Organization, Health Care Provider, or Researcher)
any entity, without the prior written approval of the HSCRC;
10. I will only use the data for the purposes of **analyzing hospital-specific market share analysis for payment work group discussions** and will acknowledge in all reports based on these data, by direct cite where space and/or publication guidelines permit or by inclusion in a list of data contributors available upon request, that the source is the Health Services Cost Review Commission;
11. The HSCRC staff or agent thereof reserves the right to inspect the offices of the data user, during normal business hours and upon prior written notice, to ensure compliance with this Data Use Agreement;
12. I will ensure that the use, storage and transmission of Protected Health Information (PHI) is in full compliance with the Privacy Act, Freedom of Information Act, HIPAA, and all other State and federal laws and regulations, as well as all Medicare regulations, directives, instructions, and manuals. I will ensure that a FIPS 140-2 compliant AES 128-bit or equivalent or superior FIPS 140-2 compliant technology is used for the encryption of all PHI data at rest and in motion.
13. I will retain these data files until (date 1 year maximum) _____, and
14. I will provide a Certification of Data Destruction to the HSCRC once the source data are destroyed and the technical paper is submitted.

Health Services Cost Review Commission

**Data Use Agreement for the Statewide Inpatient and Outpatient
Research-Level Data Sets for Market Share Analyses**

My signature indicates agreement to comply with the above-stated requirements. I understand that failure to comply with the provisions specified herein may result in civil and/or criminal penalties in accordance with state law and policy.

Signed: _____ Date: _____

Print or Type Name: _____

Phone: _____

Title: _____

Organization: _____

Address: _____

City: _____

State: _____

Zip Code: _____

E-mail Address: _____