



APPLICATION FOR ACCESS TO THE HSCRC HOSPITAL-SPECIFIC CONFIDENTIAL INPATIENT AND OUTPATIENT DATA FILES

This application pertains to the Hospital-Specific Discharge Data Sets (Inpatient) and Hospital Outpatient Data Sets (Outpatient), collected by the Health Services Cost Review Commission (“HSCRC,” or “Commission”) under COMAR 10.37.06 and COMAR 10.37.04, respectively, for use by consultants on behalf of Maryland Hospitals.

Background

Upon request, the Commission makes available several hospital-specific confidential, patient-level datasets. The HSCRC releases the inpatient and outpatient data that have been collected and deemed final by the HSCRC. The Hospital-Specific Data Files (the “Data”) are available by Fiscal or Calendar year. The Data are usually final three months after the end of a quarter; however, the timing may be subject to change. For a complete description of the variables in the Data maintained by the HSCRC, please review the data dictionaries on the HSCRC website:

https://hscrc.maryland.gov/Pages/hsp_info1.aspx.

Requesting Access to Hospital-Specific Confidential Datasets

In order to complete the application for access to the Datasets, **a formal letter (on YOUR company/institution letterhead)** of request must be submitted and contain, in detail, the information identified in the following pages. The conditions below apply to all users of the Data:

The Data shall be used in compliance with Maryland Code Ann. Health-General Article Section 4-101 et. seq.;

1. The Data shall be used in compliance with HSCRC statutory provisions, Health General Article, Section 19-201 et. seq., COMAR 10.37.04 and COMAR 10.37.06;
2. The Data shall be used only for the purposes approved by the Commission;
3. Results of analysis and reports that are based on the Data must be submitted to the Commission for review prior to public release;

4. Other restrictions and conditions may apply as deemed appropriate by the Commission.

All requests for the Data are reviewed by the HSCRC Review Board (the "Board"). The review process may take up to **30 days** from submission of a complete letter of request with supporting materials to the Board for consideration. The Board reserves the right to require additional information to determine whether access to the Data should be granted to the requesting organization or individual. The applicant may be contacted by the Board to discuss its application. The Board makes the final decisions on the release of the Data at its monthly meeting.

If the project involves research of any kind, all requests must be reviewed by the Institutional Review Board (IRB), a unit within the Maryland Department of Health, to ensure that the rights, safety, and dignity of human subjects are protected. Please complete the IRB Form at: <https://health.maryland.gov/oig/irb/Pages/IRB.aspx> and submit it with your application.

Please send the completed application , IRB application, and a signed copy of the Data Use Agreement to:

Health Services Cost Review Commission Review Board

Email: hscrc.data-requests@maryland.gov

1. Identify the organization of individual requesting data access. Include the following information:
 - Name and Title of Representative
 - Name of the Organization
 - Mailing Address
 - Telephone and Fax Numbers
 - E-mail address
2. Describe the purpose for which the Data are requested. Please provide a copy of the proposal for the research, surveillance, evaluation or marketing project.
3. Explain the applicant's qualifications to perform proposed analyses. Specify experience using sensitive medical information, HIPAA training, qualification of investigators, and funding source(s).
4. State the public benefit of the proposed research analysis. **Please be specific**, as this is a crucial component of the Board's review for access to the Data.
5. Identify the risks to individuals, the public, or other entities (such as specific institutions) for the proposed research, surveillance, or evaluation.

6. Provide a detailed description of your data security and confidentiality plan as it pertains to the use and storage of the Data (HIPAA implementation and security system, confidentiality regulations, encryption). Please include your company's Data Security Plan with the application.
7. **Read and sign the HSCRC Data Use Agreement (Appendix 1)**
8. In Appendix 2: Requested Hospital-Specific Confidential Datasets, specify the data file(s), and the **requested period**. Please choose **only one** grouping (Basic or Grouped), and data type (SAS or Text) option.
9. If the Data requested is to be grouped using one of 3Ms Groupers (APR, EAPG or PPC), please indicate the grouper version. If no grouper version is specified, the most recent grouper version that is currently applied to the requested time period will be provided. If no data type is specified, the SAS version will be provided.
10. Requestors will access the Data from hMetrix at hscrcteam@hmetrix.com. Please contact them directly for a processing fee quote.

Appendix 1: Data Use Agreement

DATA USE AGREEMENT FOR THE HOSPITAL-SPECIFIC CONFIDENTIAL INPATIENT AND OUTPATIENT DATA SETS

This Data Use Agreement pertains to the above request for the Data. The Data are considered protected health information (PHI). The undersigned gives the following assurances with respect to the Data:

(the "Organization") considers the security and confidentiality of PHI as a matter of high priority. Any and all members of the Organization (or individuals acting on behalf of the Organization) having access to patient medical files and information contained in the Data will be held responsible for safeguarding and maintaining strict confidentiality. In order to be granted access to the Data, unconditional agreement to the following standards is required of the Organization. The Organization, having access to patient medical files and information contained in the Data:

1. Will attest that all users of the Data received training in the protection of sensitive and private information;
2. Will not attempt to use or permit anyone to use the Data set to learn the identity of any person included in the data set;
3. Will require all users of the Data within the Organization, as well as any subcontractor, representative, or agent of 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. Will maintain a data security plan for any subcontractor employed by the Organization which adequately addresses the requirements contained herein;
5. Will not release or permit anyone to release any information that identifies persons, directly or indirectly;
6. Will not release or publicize or permit anyone to release or publicize statistics where the number of observations in any given cell of tabulated data is less than or equal to ten (10);
7. Will not release or permit anyone to release the Data or any part of it to any person who is not a member of the Organization or its subcontractors, without the prior written approval of the HSCRC;
8. Will ensure that any subcontractors accessing the Data will use the Data only for the purposes identified in the Application For Access to the HSCRC Hospital-Specific Confidential Inpatient and Outpatient Data Files and will destroy the Data once the project is complete per #19 of this DUA;

9. Will not attempt to link or permit anyone to attempt to link the hospital stay records of the persons in the Data set with personally identifiable records from any source without prior written permission from the HSCRC;
10. Will only use the Data for the purposes identified in the Application For Access to the HSCRC Hospital-Specific Confidential Inpatient and Outpatient Data Files, specifically to assist Maryland Hospitals vis-à-vis their relationship with the HSCRC, including their regulatory obligations to the Maryland rate-setting system.
11. Will not further distribute the Data (at a patient-level and/or code level) to other entities outside of Maryland.
12. 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 HSCRC;
13. Will include in all reports produced based on these Data that contain 3M Grouper code-level data, the following written notice: **“THIS REPORT WAS PRODUCED USING PROPRIETARY COMPUTER SOFTWARE CREATED, OWNED AND LICENSED BY THE 3M COMPANY. FURTHER DISTRIBUTION OF REPORTS THAT CONTAIN PATIENT AND/OR CODE LEVEL DATA IS NOT PERMITTED WITHOUT ADVANCED WRITTEN APPROVAL BY 3M. ALL COPYRIGHTS IN AND TO THE 3MTM SOFTWARE (INCLUDING THE SELECTION, COORDINATION AND ARRANGEMENT OF ALL CODES) ARE OWNED BY 3M. ALL RIGHTS RESERVED.”**
14. Will not use the Data or permit anyone to use the Data for purposes of penetration or vulnerability studies to test whether patients in the dataset can be identified using variables contained in the Data;
15. Will allow the HSCRC staff or agent thereof 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;
16. Will ensure that the transmission of PHI is in full compliance with the Privacy Act¹, Freedom of Information Act², HIPAA³, and all other State and federal laws and regulations, as well as all Medicare regulations, directives, instructions, and manuals;
17. Will give the HSCRC written notice immediately or as soon as reasonably practicable upon having reason to know that a breach, as defined below has occurred;
Any unauthorized use of the Data by the Organization shall constitute a breach of this Agreement.
Any breach of security or unauthorized disclosure of the Data by the subcontractors of the Organization shall constitute a breach of this Agreement. Any violation of State or federal law with

¹**The Privacy Act of 1974**, a United States federal law, establishes a Code of Fair Information Practice that governs the collection, maintenance, use, and dissemination of personally identifiable information about individuals that is maintained in systems of records by federal agencies. For more information: <https://www.justice.gov/opcl/privacy-act-1974>

²**The Freedom of Information Act (FOIA)** generally provides that any person has the right to request access to federal agency records or information except to the extent the records are protected from disclosure by any of nine exemptions contained in the law or by one of three special law enforcement record exclusions. For more information: <https://foia.state.gov/learn/foia.aspx>

³**The Health Insurance Portability and Accountability Act of 1996 (HIPAA)** sets national standards for patient rights with respect to health information. The Privacy Rule protects individually identifiable health information by establishing conditions for its use and disclosure by covered entities. For more information: <http://www.hhs.gov/ocr/hipaa> or <http://privacyruleandresearch.nih.gov>

respect to disclosure of the Data by the Organization, including but not limited to, the HIPAA, shall constitute a breach of this Agreement. Notwithstanding the breaches specifically enumerated above, any other failure by the Organization or business associates, including its contractors, subcontractors or providers to comply with the terms and obligations of this Agreement shall constitute a breach of this Agreement. Any Breach of the Data by a third-party will promptly (i) be the subject of contractual termination or other action, as determined by the Organization and (ii) will be reported to the HSCRC within two (2) business days of the day the Organization becomes aware of the third-party violation.

Any alleged failure of the Organization to act upon a notice of a breach of this Agreement does not constitute a waiver of such breach, nor does it constitute a waiver of any subsequent breach(es);

In the event that the HSCRC reasonably believes that the confidentiality of the Data has been breached, the HSCRC may: investigate the matter, including an on-site inspection for which the Organization shall provide access; and require the Organization to develop a plan of correction to ameliorate or minimize the damage caused by the breach of confidentiality and to prevent future breaches of data confidentiality. In the event of a breach of this Agreement, the HSCRC may seek all other appropriate remedies for breach of contract, including termination of this Agreement, disqualification of the Organization from receiving PHI and PII from the HSCRC in the future, and referral of any inappropriate use or disclosure to the Maryland Office of the Attorney General, or the appropriate person or entity;

At its sole cost and expense, the Organization shall indemnify and hold the HSCRC, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third-party claim, which arise out of or relate to the Organization's, or any of its subcontractors' or agents use or disclosure of Data that is the subject of this Agreement. The Organization shall not enter into any settlement involving third-party claims that contain an admission of or stipulation to guilt, fault, liability or wrongdoing by the HSCRC or that adversely affects the HSCRC's rights or interests, without the HSCRC's prior written consent.

18. Will retain these Data for a maximum of five (5) years or upon completion of the project, whichever comes first;
19. Will provide a Certification of Data Destruction to the HSCRC once the source data are destroyed and the project is completed.

This Agreement will remain in effect for the duration of the time in which the Data is retained. However, this Agreement may be terminated by the HSCRC at any time, and for any reason.

If this project described in the Data Request Form is not completed within a five (5) year timeframe, the applicant must submit a new application for the continued use of the Data associated with this request.

My duly authorized 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 Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-mail Address: _____

HSCRC Representative

Signed: _____ Date: _____

Print Name: _____ Title: _____

Appendix 2: Requested Hospital-Specific Confidential Datasets

Hospital Name:				
<i>Datasets and File Type (Choose Basic or Grouped)</i>			<i>Time Period (Choose CY or FY*)</i>	<i>Grouper Version (if applicable)</i>
<input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient**	<input type="checkbox"/> Basic	<input type="checkbox"/> SAS Files <input type="checkbox"/> Text Files <i>If both options are checked, only SAS Files are provided</i>	<input type="checkbox"/> CY _____ <input type="checkbox"/> FY _____	<i>Not Applicable</i>
<input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient**	<input type="checkbox"/> Grouped	<input type="checkbox"/> SAS Files <input type="checkbox"/> Text Files <i>If both options are checked, only SAS Files are provided</i>	<input type="checkbox"/> CY _____ <input type="checkbox"/> FY _____	<input type="checkbox"/> APR-DRG (IP): <input style="width: 100px;" type="text"/> <input type="checkbox"/> PPC (IP): <input style="width: 100px;" type="text"/> <input type="checkbox"/> EAPG (OP): <input style="width: 100px;" type="text"/> <i>Additional 3M Licensing Fees May Apply</i>

*CY = Calendar Year; FY = Fiscal Year

** Additional licensing fees to AMA for the CPT® codes may apply

- **Basic:** This dataset includes inpatient and outpatient case-mix patient demographic data (excluding patient identifiers), diagnosis and procedure codes, and total charges. This data has been edited by the State's data processing vendor, but not processed through any 3M groupers.
- **Grouped:** This dataset includes all variables that are included in the Basic file, but it has been processed through a grouper. The inpatient data is grouped in the latest version of 3Ms APR-DRG or PPC grouper. The outpatient dataset is grouped in the latest version of 3Ms EAPG grouper.

Appendix 3: Confidential HSCRC Data Release Form

I hereby authorize the release of _____
(Hospital Name)

Confidential HSCRC case mix data to the following person/company. (NOTE: If you provide an individual's name here, that will be the only person within that organization that we can share the data with):

Person/Company:

Twelve-month period of Confidential HSCRC case mix data to be released:

CY _____

FY _____

Authorized Hospital Representative*: _____

Position or Title: _____

Signature of Hospital Representative*: _____

* The individual who authorizes the release of this confidential data must be at the CFO level or higher.

Date: _____

Address: _____

Telephone number: _____ Email Address: _____

In executing this form, the hospital agrees to comply fully with all applicable HIPAA regulations, state and federal laws, and regulations, which protect the confidentiality of patient information. It is understood that any information derived from the discharge (case mix) data, which would permit the identification of any person, will be used in such a way to protect the identity of such person(s). It will not be further released or disclosed to any person or entity unless identified on this form. By releasing confidential data to a third party, the hospital agrees to apprise any potential user of the legal and HIPAA obligations to protect the confidentiality of patient information.