

# Application for Statistical Requests

# Instructions:

The Health Services Cost Review Commission (“HSCRC,” or “Commission”) provides custom aggregate or statistical datasets for public use. Users requesting aggregated data must complete all the requested information below​​​​. Per the HSCRC Data Request Policy, cells containing ten (10) observations or less will not be reported to protect the identity of patients in small cells.

Incomplete requests will not be processed. Please allow four (4) weeks for HSCRC staff to review and process your request. If the requested data is not readily available, staff may refer your request to our data processing vendor (processing fees may apply).

Return the Completed Application, Table Shell (Appendix 1), and Data Use Agreement (Appendix 2) via email to: hscrc.data-requests@maryland.gov​​

## **Requestor Information**

Date of Request: Click or tap to enter a date.

Name of Requestor:Click or tap here to enter text.

Requestor Address: Click or tap here to enter text.

City: Click or tap here to enter text. State: Choose an item. Zip Code: Click or tap here to enter text.

Email: Click or tap here to enter text. Phone Number: Click or tap here to enter text.

## **Analysis Information**

1. Purpose of Request:Please fully describe the reason or goal for the statistical analysis requested.

*Example: ACME family services is requesting information on the average length of stay and charge of adolescents seeking care for asthma for FY 2019. The information will be used for a grant application.*

Click or tap here to enter text.

1. Time Period Requested. Please indicate whether full years (calendar (CY) or fiscal (FY)) or quarters are required. Data is available from CY 2008.

Click or tap here to enter text.

1. Data Source: [ ]  Inpatient [ ]  Outpatient (includes ED, Clinic, and Ambulatory Surgery)
2. Readmission Analysis. Please describe the analysis required and include a table shell displaying the format of the output.

Click or tap here to enter text.

1. If requesting information on a diagnosis or procedure, please specify all codes that are required for the analysis. If using ICD-9/10 or CPT/HCPCS codes, information will be provided based on patients with the following criteria in the principal or primary category only, unless otherwise described in #1.
2. Please specify the following applicable codes for Inpatient Data:

[x]  ICD-9 diagnostic and/or procedure codes (prior to October 2015):

 Click or tap here to enter text.

[ ]  ICD-10 diagnostic and/or procedure codes (post October 2015):

 Click or tap here to enter text.

[ ]  APR DRGs:

 Click or tap here to enter text.

1. Please specify the following applicable codes for Outpatient Data:

[ ]  ICD-9 diagnostic codes (prior to October 2015):

 Click or tap here to enter text.

[ ]  ICD-10 diagnostic codes (post October 2015):

 Click or tap here to enter text.

[ ]  CPT or HCPCS procedure codes:

 Click or tap here to enter text.

## **Population Filters**

The requested analysis can be filtered by the additional parameters below. If the request does not require a filter, check [ ]  No Filters Applied

[ ]  By age group or range. Specify: Click or tap here to enter text.

[ ]  By payers. Check all that apply.

 [ ]  Medicare (Fee-for-Service and Managed Care) [ ]  Commercial

[ ]  Medicaid (Fee-for-Service and Managed Care) [ ]  Other: Click or tap here to enter text.

[ ]  By patient state, county, or zip code of residence. Specify: Click or tap here to enter text.

[ ]  By Hospital or Hospital System. Specify Hospital or System: Click or tap here to enter text.

[ ]  By location of Hospital (State, County or Region). Specify location: Click or tap here to enter text.

[ ]  By Other filters. Specify other filters of interest: Click or tap here to enter text.

# Appendix 1: Table Shell

Please include a table shell displaying the expected format for the layout. Please list all column and row headings. Applications that do not include a table shell will not be processed.

# Appendix 2: Data Use Agreement for Statistical Requests

This Data Use Agreement (“Agreement”) pertains to the Statistical Request received from Click or tap here to enter text. This request involves analyses of the HSCRC Statewide Confidential Hospital Inpatient 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. These source datasets are considered protected health information (PHI), and the derivative aggregated analyses (with cell sizes less than or equal to 10) are considered potentially identifiable. The undersigned gives the following assurances with respect to the analyses based on the source datasets (“the Analyses”):

Click or tap here to enter text. (“the Requestor”) considers the security and confidentiality of PHI as a matter of high priority. The Requestor, having access to patient information contained in the Analyses, will be held responsible for safeguarding and maintaining strict confidentiality. To be granted access to the Analyses, unconditional agreement to the following standards is required of the Requestor. The Requestor:

1. Will attest that all users of the Analyses, including any individual or entity acting on behalf of or under the auspices of the Requestor, received training in the protection of sensitive and private information;
2. Will not attempt to use or permit others to use the Analyses to learn the identity of any person included in the source datasets;
3. Will require all users of the Analyses, as described above, including any subcontractor (bound by a business associate agreement) of the Requestor who uses the Analyses, to signan agreement assuring full compliance with this Agreement. The Requestor will keep these signed agreements and make them available to the HSCRC during normal business hours;
4. Will maintain a data security plan for any subcontractor employed by the Requestor, which adequately addresses the requirements contained herein;
5. Will not release or permit others to release any information that identifies persons, either directly or indirectly;
6. Will not attempt to link or permit others to attempt to link the hospital stay records of the persons represented in the Analyses with personally identifiable records from any source without prior written authorization from the HSCRC;
7. Will only use the Analyses for the purposes identified in the Statistical Request above and will acknowledge in all reports based on these Analyses, either 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;
8. Will not further distribute the Analyses (at a patient-level and/or code level) to other entities without advanced written approval from the HSCRC.
9. Will include in all reports produced based on the Analyses 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.”
10. Will not use the Analyses for purposes of penetration or vulnerability studies to test whether patients in the source datasets can be identified using variables contained in the Analyses;
11. Will permit the HSCRC staff or agent thereof to inspect the offices of the Requestor during normal business hours, upon prior written notice, to ensure compliance with the Agreement;
12. Will ensure that the transmission of PHI is in full compliance with the Privacy Act, the Freedom of Information Act, HIPAA, and all other State and federal laws and regulations, as well as all Medicare regulations, directives, instructions, and manuals;
13. Will give HSCRC written notice immediately or as soon as reasonably practicable upon having reason to believe that a breach, as defined below, has occurred:

Any unauthorized use of the Analyses by the Requestor, including by those individuals or entities acting on behalf of or under the auspices of the Requestor (e.g., subcontractors), shall constitute a breach of this Agreement.  Any breach of security or unauthorized disclosure of the Analyses by the subcontractors of the Requestor or other users as described above shall constitute a breach of this Agreement.  Any violation of State or federal law with respect to disclosure of the Analyses by the Requestor, including but not limited to, HIPAA, shall constitute a breach of this Agreement. Notwithstanding the breaches specifically referenced above, any other failure by the Requestor or its business associates, contractors, subcontractors, or other individuals or entities acting on behalf of or under the auspices of the Requestor, to comply with the terms and obligations of this Agreement shall constitute a breach of this Agreement.  Any breach of the Analyses by a third-party will promptly: (i) be the subject of contractual termination or other action, as determined by the Requestor and (ii) will be reported to the HSCRC within two (2) business days of the day the Requestor become aware of the third-party violation.

Any alleged failure of the Requestor 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 Analyses has been breached, the HSCRC may investigate the matter, including an on-site inspection for which the Requestor shall provide access. The HSCRC may require the Requestor to develop a corrective action plan to ameliorate or minimize the damage caused by the breach of data confidentiality and to prevent future breaches of such confidentiality.  In the event of a breach of this Agreement, HSCRC may seek all other appropriate remedies for breach of contract, including termination of this Agreement, disqualification of the Requestor from receiving PHI from HSCRC in the future, and referral of any inappropriate use or disclosure to the Maryland Office of the Attorney General, or the appropriate individual or entity;

At its sole cost and expense, the Requestor 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 Requestor’s, or any of its subcontractors’ or agents’ use or disclosure of the Analyses that is the subject of this Agreement.  The Requestor 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.

This Agreement will remain in effect for the duration of time which the Analyses are retained by the Requestor and its users.  However, this Agreement may be terminated by the HSCRC at any time and for any reason.

The signatures below indicate agreement to comply with the above-stated requirements. The signatories below represent that they are duly authorized by their respective entity as identified to sign the Agreement. Failure to comply with the provisions specified herein may result in civil and/or criminal penalties in accordance with applicable law and regulations.

Requestor:

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

Signed: Date:

Print Name: Click or tap here to enter text. Title: Click or tap here to enter text.

HSCRC Representative

Signed: Date:

Print Name: Click or tap here to enter text. Title: Click or tap here to enter text.