

# APPLICATION FOR ACCESS TO THE HSCRC STATEWIDE INPATIENT AND OUTPATIENT DATA FILES FOR PUBLIC USE

This application pertains to the request for non-confidential Statewide Hospital Discharge Data Sets (Inpatient) and Hospital Outpatient Data Sets (Outpatient) (collectively “the Data”), collected by the Health Services Cost Review Commission (“HSCRC,” or ‘Commission”)) under COMAR 10.37.06 and COMAR 10.37.04, respectively, for public use.

## Background

As part of its broad disclosure responsibilities, the HSCRC makes available several non-confidential, patient-level datasets to the public upon request. The HSCRC releases the inpatient and outpatient data that have been collected and deemed final by the HSCRC. The Data are available by Fiscal or Calendar year and 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>

**Please Note: Cases that are deemed sensitive by the HSCRC (e.g., certain abortion cases) will be removed from all data approved for distribution.**

## Requesting Access to Public Use Datasets

In order to complete the application for access to the Datasets, a formal letter of request (on YOUR company/institution letterhead) 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 4-101 et. seq

* The Data shall be used in compliance with HSCRC statutory provisions, Health General Article, 19-201 et. seq., COMAR 10.37.04 and COMAR 10.37.06;
* The Data shall be used only for purposes approved by the Commission;
* Results of analysis and reports that are based on the Data must be submitted to the Commission for review prior to public release;
* Other restrictions and conditions may apply as deemed appropriate by the Commission.

All requests for the Data are reviewed by the HSCRC Review Board (“Board”) and the MDH Strategic Data Initiative (‘MDH SDI”) Team <https://health.maryland.gov/iac/Pages/sdi.aspx>. The review process may take up to 90 days from submission of a complete letter of request with supporting materials to the Board for consideration. The Board and MDH SDI reserves the right to require additional information to determine whether access to the Data should be granted to the Applicant or the requesting Organization.

Please send the Data Security Plan, and a signed copy of the Data Use Agreement to:

Health Services Cost Review Commission Review Board

Email: hscrc.data-requests@maryland.gov

Questions : Oscar.ibarra@maryland.gov

## Data Request Details

1. Provide the following information for the requestor.
* Name and Title of Representative
* Name of the Organization
* Mailing Address
* Telephone and Fax Numbers
* E-mail address
1. Describe the **dates and purpose** for which the Data are being requested in Appendix 2. Please provide a copy of the proposal for the research, surveillance, evaluation, or marketing project.
2. Explain the Applicant’s qualifications to perform proposed analyses. Specify experience using sensitive medical information, HIPAA training, qualification of investigators, and funding source(s).
3. State the public benefit of the proposed analysis. Please be specific, as this is a crucial component of the Board’s review for access to the Data.
4. Identify the risks to individuals, the public, or other entities (such as specific institutions) for the proposed research,surveillance, or evaluation.
5. Provide a detailed description of the Applicant’s data security and confidentiality plan as it pertains to the use and storage of the Data (HIPAA implementation and security system, confidentiality regulations, encryption).
6. Describe the Organization’s policies and procedures to ensure the original Data are destroyed after the terms of this agreement are over? If so, how?
7. Read and sign Appendix 1: HSCRC Data Use Agreement

In Appendix 2: Requested Public Use 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. If the Data requested is to be grouped using one of 3M’s Groupers (APR, EAPG or PPC):

* Please indicate the grouper version desired in Appendix 2: Requested Public Use Datasets. *If no grouper version is specified, the most recent grouper version that is currently applied to the requested period will be provided*.
* If no data type is specified, the SAS version will be provided.
* In Appendix 3: Non-Confidential HSCRC Grouped Data Release Form, *fill in the Maryland Hospital requesting the statewide grouped data*.
1. Applicants have the option to access the Data from two vendors below or another data vendor with access to the HSCRC Data. **Please indicate the preferred vendor below and contact them directly for a processing fee quote:**
	* hMetrix (MD State data processing vendor): hscrcteam@hmetrix.com
	* St Paul Group: (ops@thestpaulgroup.com)
	* Another Vendor (specify vendor and contact information): ­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
	* \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

## **Appendix 1: Data Use Agreement**

This Data Use Agreement (“Agreement”) pertains to the above request for the Data. The Data are considered protected health information (PHI). ­­­The Applicant considers the security and confidentiality of PHI as a matter of high priority. The Applicant (and any agents acting on behalf of the Applicant) 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 Applicant. The Applicant 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 to learn the identity of any person included therein;
3. Will attest that the data security standards that are described in the applicant’s Data Security Plan meets the requirements of the [MDH Data Use Policy 01.06.01](https://health.maryland.gov/Pages/mdhpolicies.aspx) and are being applied to the data request;
4. Will require all users of the Data, including any subcontractor or agent of the Applicant who uses the Data, to signan agreement assuring full compliance with this data use agreement. The Applicant will keep these signed agreements and make them available to the HSCRC during normal business hours and upon receipt of prior written notice;
5. Will maintain a data security plan for any subcontractor employed by the Applicant which adequately addresses the requirements contained herein;
6. Will not release or permit anyone to release any information that identifies persons, directly or indirectly;
7. 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);
8. Will not release or permit anyone to release the Data or any part of it to any person who is not the Applicant or an agent of the Applicant, without the prior written approval of the HSCRC;
9. 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 Public Use Statewide Inpatient and Outpatient Confidential Use Data Files and will destroy the Data once the project is complete per #18 of this DUA;
10. 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;
11. Will only use the Data for the purposes identified in the Application for Access to the HSCRC Statewide Inpatient and Outpatient Data Files for Public Use 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 requestthat the source is the HSCRC;
12. Will not further distribute the Data (at a patient-level and/or code level) to other entities outside of Maryland without advanced written approval from 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 3M™ 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 Applicant, 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 Act[[1]](#footnote-1), Freedom of Information Act[[2]](#footnote-2), HIPAA[[3]](#footnote-3), and all other State and federal laws and regulations, as well as all applicable 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 Applicant shall constitute a breach of this Agreement. Any breach of security or unauthorized disclosure of the Data by the subcontractors or agents acting on behalf of the Applicant shall constitute a breach of this Agreement. Any violation of State or federal law with respect to disclosure of the Data by the Applicant, 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 Applicant 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 Applicant and (ii) will be reported to the HSCRC within two (2) business days of the day the Applicant becomes aware of the third-party violation.

Any alleged failure of ­­­­­the Applicant 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 Applicant shall provide access; and require the Applicant 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, HSCRC may seek all other appropriate remedies for breach of contract, including termination of this Agreement, disqualification of the Applicant 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 Applicant 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 Applicant’s, or any of its subcontractors’ or agents use or disclosure of Data that is the subject of this Agreement. The Applicant 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.

1. Will retain these Data for whichever comes first of the following (a) a maximum of five (5) years or (b) upon (i) completion of the project or (ii) HSCRC’s termination of this Agreement, whichever comes first;
2. Will destroy the Data using defined sanitization techniques consistent with NIST SP 800-88 (R1) and provide a Certification of Data Destruction to the HSCRC within thirty (30) days of project completion or termination, per #18, and will submit to any audits to ensure compliance;

This Agreement will remain in effect for the duration of time in which the Data are retained. However, this Agreement may be terminated by the HSCRC at any time, and for any reason. Termination shall trigger the data destruction provisions set forth in Section 18 of this Agreement.

If the project described above is not completed within a five-year timeframe, from the execution of this agreement, the applicant must submit a new application for the continued use of the Data.

The signatures below indicate agreement to comply with the above-stated requirements. The Applicant must fully comply with this agreement. Failure to comply with the provisions specified herein may result in civil and/or criminal penalties in accordance with state law and policy.

Applicant:

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 Name: Title:

Address:

City: State: Zip Code:

HSCRC Representative

Signed: Date:

Print Name: Title:

# Appendix 2: Requested Public Use Datasets

|  |  |  |
| --- | --- | --- |
| *Datasets and File Type*  | *Time Period* (Choose CY or FY\*) | *Grouper Version**(if applicable)* |
| [ ]  Basic[ ]  Grouped*Choose Only One (1)* | [ ]  Inpatient[ ]  Outpatient\*\* | [ ]  SAS Files[ ]  Text Files*If both options are checked, only SAS Files are provided* | [ ]  CY\_\_\_\_\_[ ]  FY\_\_\_\_\_ | [ ]  CMS-DRG (IP): [ ]  APR-DRG (IP): Enter Grouper Version[ ]  PPC (IP): Enter Grouper Version[ ]  EAPG (OP): Enter Grouper Version*Additional 3M Licensing Fees May Apply* |
| *The following datasets are grouped using HSCRC established APR-DRG/EAPG & PPC versions.* |
| [ ]  Revisit [ ]  MS[ ]  WCD\*[ ]  ECMAD[ ]  UCC | Includes both Inpatient and Outpatient Data, except \*Weight Creation/Development(WCD), which only includes OP data | Only available in SAS | [ ]  CY\_\_\_\_\_[ ]  FY\_\_\_\_\_ | *N/A* |

*\*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.
* **Revisit:** This dataset contains 3 files (Inpatient, Outpatient, and Outpatient Observation) and includes variables to track admissions of the same patient across settings of care (inpatient and outpatient) and across hospitals. The unique patient ID is also consistent across multiple years to enable users to calculate trends. The inpatient file includes variables from the latest version of the 3M PPC grouper, Preventable Quality Indicators (PQI) flags, and 30-day readmission flags (with and without planned admissions). The outpatient observation file includes only observation cases with stays longer than 24 hours, grouped with the latest version of the APR-DRG grouper. These records are excluded from the outpatient file to avoid duplication of visits. Please note: **The Revisit files may be not requested for commercial purposes** (available beginning with FY 2013 data).
* **Market Shift (MS):** This dataset includes inpatient and outpatient variables that are processed through 3M’s APR-DRG and EAPG groupers, respectively.  It is used in the development of the market shift adjustment, which in turn provides the criteria to reallocate funding to account for shifts in cases between regulated hospitals.
* **Weight Creation & Development (WCD):** This dataset and SAS programs are available for users interested in replicating the outpatient weights calculation methodology used by the HSCRC. The outpatient dataset is grouped using the latest version of 3Ms EAPG grouper.
* **Inpatient & Outpatient (ECMAD):** This dataset includes all Basic File variables, with additional variables reflecting the grouping of clinical codes by 3M (TM) grouping software and ECMAD weights assigned to the visits. Please see the links below for more information regarding the grouping software.

The inpatient data are grouped using the latest version of the 3M (TM) APR DRG grouper. The outpatient dataset is grouped using the latest version of the 3M (TM) EAPG grouper. The inpatient data also contain outpatient records for observation stays greater than or equal to 24 hours and outpatient records where the high type EAPG is 47, knee replacement. The outpatient data is supplemented with a second dataset with the ECMAD assigned to services provided on each service date during the outpatient visit and other Key Variables used by the HSCRC in computing the Market Shift reports. A key to join or merge this supplemental dataset with the outpatient dataset is included.

* **Uncompensated Care (UCC):** The UCC Write-off Public Use dataset contains unique patient-level information obtained from the Uncompensated Care Write-off data, as well as, from the inpatient and outpatient confidential datasets submitted to the Commission for the current fiscal year. The data is intended to be used strictly for modeling, evaluation and estimating Maryland hospitals uncompensated care amounts to be built prospectively into rates for the upcoming fiscal year.

# Appendix 3: Non-Confidential HSCRC Grouped Data Release Form

I hereby authorize the release of Non-Confidential HSCRC case mix data with 3M Grouper variables 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 Non-Confidential HSCRC case mix data with 3M Grouper to be released:

[ ]  CY:

[ ]  FY:

Maryland Hospital Name:

Authorized Hospital Representative\*:

Position or Title\*:

Signature of Hospital Representative\*: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Date:

Hospital Address: Street

City, State Zip

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 non-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.

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> [↑](#footnote-ref-1)
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> [↑](#footnote-ref-2)
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> [↑](#footnote-ref-3)