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Department of Health



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Health Services Cost Review Commission

4160 Patterson Avenue, Baltimore, Maryland 21215
Phone: 410-764-2605 · Fax: 410-358-6217
Toll Free: 1-888-287-3229
hscrc.maryland.gov

**APPLICATION FOR ACCESS TO THE
HSCRC STATEWIDE REVISIT PUBLIC USE DATA FILES**

This application pertains the Statewide Revisit Data Sets which include Hospital Discharge Data Sets (Inpatient), and Hospital Outpatient and Observation Data Sets (Outpatient) collected by the Health Services Cost Review Commission (“HSCRC”) under COMAR 10.37.06 and COMAR 10.37.04, respectively, for public use specifically for research, surveillance, or evaluation purposes.

Background

As part of its broad disclosure responsibilities, the Commission makes available several non-confidential, patient-level datasets to the public **for research, surveillance, or evaluation use only**. The three (3) datasets that are included in the Revisit Public Use File are as follows:

- The **Inpatient Segment** includes variables from the latest version of the 3M PPC grouper, AHRQ Preventable Quality Indicators (PQI) flags, and 30-day readmission flags (with and without planned admissions)
- The **Outpatient Segment** includes the remaining outpatient visits not in the Outpatient Observation Segment, grouped with the latest version of the 3M EAPG grouper.
- The **Outpatient Observation Segment** includes only observation cases with stays longer than 24 hours, grouped with the latest version of the 3M APR-DRG grouper and AHRQ Preventable Quality Indicators (PQI) flags. These records are excluded from the outpatient file to avoid duplication of visits.

These datasets include 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. For a complete description of the variables contained in the files maintained by the HSCRC, please see the links below for the data dictionaries:

[Revisit Data Dictionary for Inpatient](#)

[Revisit Data Dictionary for Outpatient and Observation \(greater than 24 hours\)](#)

The HSCRC releases the datasets that have been collected and deemed final by the HSCRC. The Revisit Public Use Data Files (the “Data”) are available by **fiscal year** only (beginning in FY 2013). The Data are available twice a year, six months after the end of a fiscal and calendar year; however, the timing of availability is subject to change.

Requesting Access to Public Use Datasets

To access the Data, **a formal letter (on YOUR company/institution letterhead)** of request must be submitted and containing detailed responses to the required information on the following pages. The conditions below apply to all users of the Data:

- 1) The Data shall be used in compliance with Health General Article Section 4-101 et. seq.;
- 2) The Data shall be used in compliance with HSCRC Statutory law, Health General Article Section 19-201 et. seq., COMAR 10.37.04 and COMAR 10.37.06;
- 3) The Data shall be used only for purposes approved by the Commission;
- 4) Results of any analysis and reports based on the Data must be submitted to the Commission for review prior to public release;
- 5) Other restrictions may apply as deemed appropriate by the Commission.

All requests for the Data are reviewed by the HSCRC Review Board (“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 should be granted to the requesting organization or individual. The applicant may be contacted by the Board to discuss their application. The Board makes the final decisions on the release of the Data at its monthly meeting.

Send completed letter of application and a signed copy of the Data Use Agreement to:

Health Services Cost Review Commission Review Board
Email: hsrc.data-requests@maryland.gov

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 is requested. Please provide a copy of the proposal for the research, surveillance, or evaluation project.
 3. Explain the applicant’s qualifications to perform proposed studies and analyses. Specify experience using sensitive medical information, HIPAA training, qualification of investigators, and funding source(s)
 4. Identify the public benefit of the proposed analysis. Please be **specific**, as this is a crucial component of the Boards 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 organization's Data Security Plan with the application.
7. **Read and sign the Revisit Data Use Agreement (Appendix 1).**
8. In Appendix 2, Requested Revisit Public Use Datasets, specify the data file(s), and **the requested period**. Please choose **only one** data type (SAS or Text) option.

Note: The data is grouped in the most recent grouper version that is currently applied to the requested time period.

Appendix 1: Revisit Data Use Agreement

DATA USE AGREEMENT FOR THE HSCRC STATEWIDE REVISIT PUBLIC USE DATASETS

This data use agreement pertains to the above request for the Data. These Data are considered protected health information (PHI). The undersigned gives the following assurances with respect to the HSCRC 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:

1. 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 any that any subcontractors accessing the Data will use the Data only for the purposes identified in the Application for Access to the HSCRC Statewide Revisit Public Use Data Files and will destroy the data once the project is complete per #16 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 authorization from the HSCRC;
10. Will only use the Data for the purposes identified in the Application for Access to the HSCRC Statewide Revisit Public Use Data Files and will acknowledge that the source is the HSCRC in all reports based on these Data, either by direct cite where space and/or publication guidelines permit, or by inclusion in a list of data contributors available upon request;
11. Will not use 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;

12. 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;
13. 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;
14. Will give 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 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, HSCRC may seek all other appropriate remedies for breach of contract, including termination of this Agreement, disqualification of the Organization 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 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.

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>

15. Will retain these data files for a maximum of 5 years or upon completion of the project, whichever comes first.
16. 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 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 or Type Name: _____

Title: _____

Organization: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ E-mail Address: _____

Appendix 2: Requested Revisit Public Use Datasets

<i>Datasets</i>	<i>File Type</i>	<i>Fiscal Year Period</i>
<input type="checkbox"/> Inpatient Segment <input type="checkbox"/> Outpatient Observation Segment <input type="checkbox"/> Outpatient Segment	<input type="checkbox"/> Text Files <input type="checkbox"/> SAS Files <i>Files available is txt or SAS (Select ONLY one). If both options are checked only SAS files will be provided.</i>	<i>(Available Data: FY 2013 – Current)</i>

- The **Inpatient Segment** includes variables from the latest version of the 3M PPC grouper, AHRQ Preventable Quality Indicators (PQI) flags, and 30-day readmission flags (with and without planned admissions)
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