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**Data Use Agreement for the Statewide Inpatient and Outpatient
Uncompensated Care (UCC) Write-off Research-Level Data Sets**

**For Use in Technical Papers and Analyses for
Implementation of the Uncompensated Care Policy**

This data use agreement pertains to the statewide, public-use, Uncompensated Care (UCC) Hospital Write-off Datasets, a subset of Hospital Discharge Inpatient and Outpatient data 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 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 for analyses and reports that pertain to the FY 2017 Uncompensated Care (UCC) policy being considered by the HSCRC
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 or analyses not pertaining to the FY 2017 Uncompensated Care (UCC) policy.
7. I will not include in the UCC technical paper statistics where the number of observations in any given cell of tabulated data is less than or equal to ten (10);
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 any entity, without the prior written approval of the HSCRC;
10. I will only use the data for the purposes of analyses and reports that pertain to the FY2017 Uncompensated Care (UCC) policy being considered by the HSCRC 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 the Protected Health Information 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;
13. I 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.

A breach is defined as:

- Any unauthorized use of the Data;
- Any breach of security or unauthorized disclosure of the Data;
- Any violation of State or federal law with respect to disclosure of the Data, including but not limited to, the HIPAA;
- Notwithstanding the breaches specifically enumerated above, any other failure by _____ 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 _____ and (ii) will be reported to the HSCRC within two (2) business days of the day _____ becomes aware of the third-party violation.

14. Any alleged failure of _____ 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).
15. I will retain these data files until **March 31, 2016**;
16. I will provide a Certification of Data Destruction to the HSCRC by **March 31, 2016; and**
17. I will submit a report that includes analysis results to the HSCRC by **March 31, 2016**.

Health Services Cost Review Commission

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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: _____