

# CONSULTANT 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 from a Maryland Hospital regulated by the HSCRC, the Commission makes available several hospital-specific confidential, patient-level datasets for use by consultants working on its behalf. 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](https://hscrc.maryland.gov/Pages/hsp_info1.aspx) on the HSCRC website.

Note: Cases that meet the criteria for federal regulation 42 CFR Part 2 (Confidentiality of Substance Use Disorder Patient Records)[[1]](#footnote-1) cases that are deemed sensitive by the HSCRC (e.g., certain abortion cases) or records for patients who opt out of sharing data will be removed from all data approved for distribution, unless the applicants received written verified consent to receive this information from the patients participating in the project.

The Data includes certain confidential data elements which are considered personal health information (PHI). ­­­The Applicant considers the security and confidentiality of PHI as a matter of high priority. The Applicant (and any agents, individuals, or entities acting on behalf of the Applicant) having access to patient level information contained in the Data will be held responsible for safeguarding and maintaining strict confidentiality. The Applicant will use the Data:

* In compliance with Maryland Code Ann. Health-General Article §4-101 et. Seq;
* In compliance with HSCRC statutory provisions, Health General Article, §19-201 et. seq., COMAR 10.37.04 and COMAR 10.37.06, as well as all other applicable state and federal laws including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA)[[2]](#footnote-2);
* In compliance with other restrictions and conditions that may apply as deemed appropriate by the Commission; and
* Only for purposes approved by the Commission Staff.

## Requesting Access to Hospital-Specific Confidential Datasets

To complete the application for access to the Datasets, a formal request letter (on YOUR company/institution letterhead) must be submitted and contain, in detail, the information identified in the following pages.

All requests for the Data are reviewed by the HSCRC Review Board (the “Board and the [MDH Strategic Data Initiative](https://health.maryland.gov/iac/Pages/sdi.aspx) (“MDH SDI”) Team. 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, MDH IRB and the MDH SDI reserves the right to require additional information to determine whether access to the Data should be granted to the requesting Organization or Individual.

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. If the Data requested is to be grouped using one of 3M Health Information Systems’ Grouper Software (3M™ All Patient Refined DRG (APR DRG), 3M™ Enhanced APG (EAPG), or 3M™ Potentially Preventable Complications (PPCs)), 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.

**Applications must include a completed and signed Appendix 3 (Confidential HSCRC Data Release Form) by the Hospital for which you are requesting data.** Applications will not be accepted without this form.

If approved, Applicants will receive the Data from hMetrix at hscrcteam@hmetrix.com and will need to contact them directly for a processing fee quote.

Submit the completed letter of request (containing the responses to the Application), Data Security Plan, a signed copy of the Data Use Agreement, and any other requested information to:

Health Services Cost Review Commission Review Board

Email: hscrc.data-requests@maryland.gov

Questions : Oscar.ibarra@maryland.gov



1. Identify the Organization or the 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
1. Describe the purpose for which the Data are requested. Please provide a copy of the proposal for the surveillance, evaluation or marketing project.
2. Describe the HIPAA training that is provided to for all parties with access to PHI/PII.
3. Identify the risks to individuals, the public, or other entities (such as specific institutions) for the proposed surveillance, or evaluation.
4. Describe the system and/or applications the requestor will use for storage, management and analysis of the Data. Where will the Data be stored after transmission from HSCRC (or its designated vendors)? Will the Data be downloaded, stored, or analyzed on a laptop? If so, indicate the type:
* No Laptop will be used.
* Company or Organization Laptop
* Personal Laptop
* Personal Laptop with VPN
1. Will the Data be stored in the US? Will the employees, vendors, sub-vendors, and users who are accessing the Data be physically located inside the US?
2. What is the projected end date of the project? Describe the Organization’s policies and procedures to ensure the original Data are destroyed after the completion of the project or termination of this Agreement.
3. Include with this application one of the following reports or certifications. If you are unable to include this information with your application, indicate “Cannot provide information” and a link to a risk assessment survey will be sent to you once your application is submitted to the MDH Strategic Data Initiative (SDI) Team.
* SOC-2 Report
* HITRUST Certification
* Risk Assessment Report
* Cannot provide information.
1. Include your company’s Data Security Plan with the application.
2. Read and sign Appendix 1: HSCRC Data Use Agreement. If the Data Use Agreement is not signed, the request will not be processed.

# Appendix 1: Data Use Agreement

This Data Use Agreement pertains to the request for access 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.**

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. 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 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/Documents/MDH%20Data%20Use%20Policy%2001.06.01%20MDH%20FINAL%2011.02.2022.pdf) and are being applied to the Data;
3. 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;
4. Will maintain a data security plan for any subcontractor employed by the Organization which adequately addresses the requirements contained herein;
5. 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;
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 a member of the Applicant or its subcontractors, 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 Hospital-Specific Confidential Inpatient and Outpatient Data Files and will destroy the Data once the project is complete per #19 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 without prior written permission from the HSCRC;
11. 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;
12. Will not further distribute the Data (at a patient-level and/or code level) to other entities outside of Maryland.
13. 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;
14. 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, IN PART, USING 3M COMPANY’S PROPRIETARY COMPUTER SOFTWARE CREATED, OWNED AND LICENSED BY 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 COMPANY OR ITS AFFILIATES. ALL RIGHTS RESERVED.”
15. 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;
16. 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;
17. Will ensure that the transmission of PHI is in full compliance with the HIPAA2, Privacy Act[[3]](#footnote-3), Freedom of Information Act[[4]](#footnote-4), and all other State and federal laws and regulations, as well as all Medicare regulations, directives, instructions, and manuals;
18. 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 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, 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);

If 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, the 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 a maximum of five (5) years or upon completion of the project, whichever comes first;
2. 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

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| --- |
| **Hospital Name:** |
| *Datasets and File Type*  | *Time Period*  | *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 [ ]  FYChooseCY or FY\**Enter time period*  | [ ]  CMS DRG (IP) [ ]  3M APR DRG (IP): Enter grouper version[ ]  3M PPC (IP): Enter grouper version[ ]  3M EAPG (OP): Enter grouper version*Additional 3M Licensing Fees May Apply* |

*\*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 the 3M™ All Patient Refined DRG (APR DRG) or the 3M™ Potentially Preventable Complications (PPC) grouper. The outpatient dataset is grouped in the latest version of the 3M™ Enhanced APG (EAPG) grouper

# Appendix 3: Hospital Release Form for Confidential HSCRC Hospital Specific Grouped Data for Consultants

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

Additionally, the Hospital Representative acknowledges that the Data contains proprietary output from 3M Health Information Systems. The Hospital Representative agrees that the Applicant named below in Section #7 will use the Data on behalf of the Hospital named in Section #1 **for hospital purposes only** and will not permit the Applicant to use the Data for their own purposes.

1. Maryland Hospital Name (“the Hospital”): Click or tap here to enter text.
2. Name of Authorized Hospital Representative (*must be at the CFO level or higher):*

Click or tap here to enter text.

1. Position or Title: Click or tap here to enter text.
2. Hospital Address (Street Address, City, State, Zip Code): Click or tap here to enter text.
3. Telephone Number: Click or tap here to enter text.
4. Email Address: Click or tap here to enter text.
5. Applicant requesting access to the Data: Click or tap here to enter text.

*(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):*

I hereby authorize the release of Non-Confidential HSCRC case mix data with 3M Grouper variables to the Applicant named in #7.

Signature of Hospital Representative\* (electronic signatures are accepted) Date

1. Federal Regulation 42 CFR Part 2 (Confidentiality of Substance Use Disorder Patient Records) imposes restrictions upon the disclosure and use of substance use disorder patient records that are maintained in connection with the performance of any Part 2 program. The regulations in this part prohibit the disclosure and use of patient records unless certain circumstances exist. For more information: https://www.samhsa.gov/about-us/who-we-are/laws-regulations/confidentiality-regulations-faqs [↑](#footnote-ref-1)
2. **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-2)
3. **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-3)
4. **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-4)