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DRAFT

90-590 MAINE HEALTH DATA ORGANIZATION

CHAPTER 120: RELEASE OF DATA TO THE PUBLIC

SECTION 1. GENERAL PURPOSE

The MHDO is charged with collecting health care data. This Chapter governs the release of data submitted to the Maine Health Data Organization (“MHDO”). The purpose of this rule is to specify the permissible uses of the data; Level I, II and III data file types; the process for which data requests will be reviewed and data released; public notice of data requests; the MHDO Data Use Agreement, MHDO internal use of the data, and the security and protection of the MHDO data.

1. Authority and Purpose

MHDO data are obtained to fulfill its legislative mandate to create and maintain a useful, objective, reliable and comprehensive health information database that is used to improve the health of Maine citizens and to issue reports promoting public transparency of health care quality, outcomes, and costs. The MHDO will make data publically available and accessible to the broadest extent consistent with the laws protecting individual privacy, and proprietary information. The primary use of the MHDO data is to produce meaningful analysis in pursuit of improved health and health care quality for Maine people. Acceptable uses of MHDO data include, but are not limited to, study of health care costs, utilization, and outcomes; benchmarking; quality analysis; and other research; and administrative or planning purposes.

2. Transition

Data released under the prior rule Chapter 120 shall continue to be subject to those rules and agreements signed pursuant to those rules. Those Agreements regarding use of MHDO data shall remain effective until they end, are terminated by the executive director, or are replaced with updated MHDO Data Use Agreements (“DUAs”).

SECTION 2. DEFINITIONS.

Unless the context indicates otherwise, the following words and phrases shall have the following meanings:

1. APCD. The All Payer Claims Database
2. APCD Data. "APCD Data" is information submitted to MHDO by Payers, including, but not limited to, data regarding member eligibility, medical, pharmacy and dental claims.
3. Applicant. "An Applicant" is individual or organization that requests Data in accordance with this rule.
4. Breach. "A Breach" is an impermissible use or disclosure under this rule that compromises the security or privacy of protected health information. An impermissible use or disclosure of protected health information is presumed to be a breach unless the MHDO demonstrates that there is a low probability that the protected health information has been compromised based on a risk assessment of at least the following factors:
  - A. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - B. The unauthorized person who used the protected health information or to whom the disclosure was made;
  - C. Whether the protected health information was actually acquired or viewed; and
  - D. The extent to which the risk to the protected health information has been mitigated.
5. Business Associate. "Business associate" has the same meaning as under 45 Code of Federal Regulations, Section 160.103 (2013). Generally a business associate is a person or organization, other than a member of a covered entity's workforce, that performs certain functions or activities on behalf of, or provides certain services to, a covered entity that involve the use or disclosure of individually identifiable health information. Business associate functions or activities on behalf of a covered entity include claims processing, data analysis, utilization review, and billing.
6. Carrier. "Carrier" means an insurance company as defined in Title 22, Chapter 1683, section 8702 1-A.
7. Choice Regarding Disclosure of Information. Means a mechanism that allows an individual to choose to not allow the MHDO to disclose

their directly identifiable health care information for certain requests.

8. Clinical Data. "Clinical data" mean health care claims, hospital, non-hospital health care encounter facility data, quality data, and all other data as described in 22 M.R.S.A. Secs. 8708, 8708-A, and 8711.

9. Covered Entity. "Covered Entity" has the same meaning as 45 Code of Federal Regulations, Section 160.103 (2013). "Covered Entities are health plans, health care clearinghouses, and any health care provider who transmits health information in electronic form in connection with transactions for which the Secretary of HHS has adopted standards under HIPAA (the "covered entities").

10. Data Provider. A "Data Provider" is an entity or person that provides data to the MHDO pursuant to 22 M.R.S.A. Secs. 8708, 8708-A, 8709, 8710 or 8711 and is a health care facility, health care practitioner, health care claims processor or carrier.

11. Data Recipient. "A Data Recipient" is any entity or person that receives data pursuant to this rule.

12. Data Release Committee. "Data Release Subcommittee" is a subcommittee of the MHDO Board of Directors established to review applications for data release as specified in these Rules.

13. Data Suppression means the masking of certain data fields in situations where the small number of records in a subgroup might otherwise allow for the identification of individuals.

14. De-Identified Data means information that does not directly or indirectly identify an individual patient and for which there is no reasonable basis to believe the data can be used to identify an individual patient. MHDO Level I Data is considered De-Identified Data. Level I data sets may only be used in ways that maintain patient anonymity and for acceptable MHDO uses.

15. Direct Patient Identifiers. "Direct Patient Identifiers" are personal information as outlined in Chapter 125, such as name, social security number, and date of birth, that uniquely identifies an individual or that can be combined with other readily available information to uniquely identify an individual. A MHDO assigned replacement number or code (used to create anonymous data indices or linkage) is not a direct identifier. MHDO Level III data includes Direct Patient Identifiers.

16. Disclosure. "Disclosure" means to communicate protected health information to a person not already in possession of that information or to use information for a purpose not originally authorized. For example, to inform a person of the identity of a previously unnamed patient is to "disclose" information not already in that person's possession with respect to the patient.

17. Executive Director. "Executive Director" means the Executive Director or the Acting Executive Director of the MHDO.

18. Federal Information Processing Standards (FIPS). "Federal Information Processing Standards" are public standards developed by the United States federal government for use in computer systems by all non-military government agencies and by government contractors. The purpose of FIPS is to ensure that all federal government and agencies adhere to the same guidelines regarding security and communication.

19. Financial Data. "Financial data" means information collected from data providers pursuant to Chapter 300 of the MHDO rules, Uniform Reporting System for Hospital Financial Data, that include, but are not limited to, costs of operation, revenues, assets, liabilities, fund balances, other income, rates, charges and units of services.

20. Health Care Claims Data. "Health care claims data" means information consisting of or derived directly from member eligibility, medical claims, pharmacy claims, and/or dental claims files submitted by health care claims processors pursuant to Chapter 243 of the MHDO's rules, Uniform Reporting System for Health Care Claims Data Sets. "

21. Health Care Claims Processor. "Health care claims processor" means a third-party payer, third-party administrator, Medicare health plan sponsor, or pharmacy benefits manager.

22. Health Care Improvement Studies. Means studies of health care utilization, improvements, cost, or quality with a specified purpose for improving the health of Maine people.

23. Health Care Operations. Means activities as defined in HIPAA 45 CFR 164.501, such as quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, and planning analyses related to managing and operating entities providing health care or that provide planned

coverage for health care payment.

24. HIPPA. "HIPPA" means the federal Health Insurance Portability and Accountability Act of 1996.

25. Hospital Encounter Data. "Hospital encounter data" means information consisting of or derived directly from hospital inpatient, outpatient, emergency department, or any other derived data sets filed or maintained pursuant to Chapter 241 of the MHDO's rules, Uniform Reporting System for Hospital Inpatient and Hospital Outpatient Data Sets.

26. Limited Data Sets. A "limited data set" includes limited identifiable patient information similar to that specified in HIPAA regulations. A "limited data set" may be disclosed to a data recipient without a patient's authorization in certain conditions: (1) the purpose of the disclosure must be limited to research, public health, health care operations and the purposes of the MHDO; (2) the Data Recipient must sign a MHDO data use agreement. The identifiable patient information that may remain in a limited data set for MHDO includes:

A. dates such as admission, discharge, service, DOB, DOD;

B. city, state, five or more digit zip code; and

C. age in years, months or days or hours.

MHDO Level II data releases are a limited data set. Limited data sets may only be used in ways that maintain patient anonymity.

27. MHDO. "MHDO" means the Maine Health Data Organization.

28. MHDO Assigned Replacement Number or Code. A "MHDO Assigned Replacement Number or Code" is a MHDO created number or code that is used to create anonymous or encrypted data indices. The MHDO Assigned Replacement Number or Code is not a direct identifier. MHDO assigned codes or numbers are owned by the MHDO and may only be used pursuant to MHDO DUAs and for no other purposes.

29. MHDO Data. Means all APCD Data, Clinical Data, Hospital Data, Hospital Financial Data, Hospital Restructuring Data; Quality Data as defined in MHDO law. All information submitted to MHDO as required by law, shall be considered confidential data and protections of privacy and security consistent with health care industry standards.

30. MHDO Data Use Agreement. "MHDO Data Use Agreement" is a MHDO document detailing a Data Recipient's commitment to data privacy and security, as well as restrictions on the disclosure and use of Data.

31. Minimum Necessary. "Minimum Necessary is the principle requiring data applicants and recipients to make reasonable efforts to request and use only the minimum amount of protected health information needed to accomplish the intended purpose of the data request for which MHDO approval was granted and for no other purpose.

32. National Institute of Standards and Technology (NIST). "The National Institute of Standards and Technology" is a measurement standards laboratory. NIST is a non-regulatory agency of the United States Department of Commerce. The institute's official mission is to promote U.S. innovation and industrial competitiveness by advancing measurement science, standards, and technology in ways that enhance economic security and improve our quality of life.

33. Pharmacy Benefits Manager. "Pharmacy benefits manager" means an entity that performs pharmacy benefits management as defined by 22 M.R.S.A., § 2699.

34. Proprietary Data. "Proprietary data" is data that is submitted to the MHDO by a Data Provider which:

A. have not been revealed to the general public; and

B. in the opinion of the Data Provider will directly result in the data provider being placed in a competitive economic disadvantage.

35. Protected Health Information (PHI). "Protected Health Information" includes any individually identifiable health information (including any combination of data elements) that relates to the past, present, or future physical or mental health or condition of an individual; or the past, present or future payment for the provision of health care to an individual; and (a) identifies an individual, or (b) with respect to which there is a reasonable basis to believe that the information can be used to identify an individual patient. It includes direct identifiers such as those in MHDO Chapter 125. Level Two and Level Three data files include Protected Health Information. Level One data files do not include PHI.



36. Public Data. “Public Data” is data that is available on the MHDO publically assessable website as required by Title 22, Chapter 1683, and section 8712 and also includes hospital financial data as described in Rule Chapter 300.

37. Public Health Authority includes a state and federal agency or authority that is responsible for public health matters as part of their mandate, such as those legally authorized to collect and or receive information for the purposes of preventing or controlling disease, injury or disability. For example the Maine Centers for Disease Control and Prevention, and the federal Centers for Disease Control and Prevention are Public Health Authorities.

38. Quality Data. “Quality data” means information consisting of or derived directly from data providers pursuant to Chapter 270 of the MHDO’s rules, Uniform Reporting System for Quality Data Sets. “Quality data” do not include analysis, reports, or studies if those analyses, reports, or studies have already been released as part of a general distribution of public information by the MHDO.

39. Research. “Research” is any systematic investigation designed to develop or contribute to generalizable knowledge.

40. Researchers. Academic researchers, including those affiliated with public and private universities and medical schools, as well as other organizations and researchers undertaking health care research or health-care related projects.

41. Restructuring Data. “Restructuring data” means information collected from data providers pursuant to Chapter 630 of the MHDO rules, Uniform System for Reporting Baseline Information and Restructuring Occurrences for Maine Hospitals and Parent Entities, that include, but are not limited to, organizational structure, location of separate health service delivery sites or treatment centers, acquisitions, consolidations, or mergers.

42. Staff Delegate. “Staff delegate” means a member of the MHDO staff to whom the Executive Director delegates specific responsibilities under this Chapter.

43. Third-Party Administrator. “Third-party administrator” means any person licensed by the Maine Bureau of Insurance under 24-A M.R.S.A., chapter 18 who, on behalf of a plan sponsor, health care

service plan, nonprofit hospital or medical service organization, health maintenance organization or insurer, receives or collects charges, contributions or premiums for, or adjusts or settles claims on residents of this State.

44. Third-Party Payer. "Third-party payer" means a state agency that pays for health care services or a health insurer, carrier, including a carrier that provides only administrative services for plan sponsors, nonprofit hospital, medical services organization, or managed care organization licensed in the State. "Third-party payer" does not include carriers licensed to issue limited benefit health policies or accident, specified disease, vision, disability, long-term care or nursing home care policies.

45. Treatment, Payment and Health Care Operations (TPO). "Treatment, Payment and Health Care Operations" have the same meanings as in HIPPA regulations. The MHDO may release and disclose protected health information to a covered entity for its own treatment, payment, and health care operations activities, in accordance with these rules.

46. Unsecured Protected Health Information. Means protected health information that has not been rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of an encryption process.

47. Website. The MHDO maintains a publically accessible website.

### SECTION 3. GENERAL PROVISIONS APPLICABLE TO ALL MHDO DATA

#### 1. Confidentiality of Data.

A. Data that the MHDO collects may be released only in accordance with this chapter and rules. MHDO may designate certain reports or data as open to public inspection by publishing them on the MHDO public website.

B. MHDO data and records containing protected health information are confidential, may not be open to public inspection, are not public records for purposes of any state or federal freedom of access laws and may not be examined in any judicial, executive, legislative, administrative or other proceeding as to the existence or content of any individual's identifying health information except that an individual's identifying health information may be used to the extent necessary to prosecute civil or criminal violations regarding information in the organization database.

C. Decisions of the MHDO or employees and subcommittees of MHDO denying or limiting data release are not reviewable externally.

D. Data elements related to health care facility or practitioner charges (total charges, line item charges, charge amount) for services rendered shall only be released at an aggregate level that will not allow a charge/paid ratio to be computed for each type of service rendered for any individual health care claims processor, health care facility, or health care practitioner. Charge data at this individual level are confidential as presumptively proprietary information, and are not released in MHDO data sets.

E. Any data that directly identifies or would lead to the indirect identification of practitioners performing abortions as defined by 22 M.R.S. §1596, including a practitioner's tax identification number, or a practitioner's Drug Enforcement Administration registration number are deemed to be confidential and shall not be released.

F. HIV Tests and status. Level III data shall not be released, nor shall any data released by MHDO be used, to individually identify any person's HIV status, including the results of an HIV test, except to the Maine Centers for Disease Control on appropriate application and with DUA, to fulfill its statutory duties under 22 MRS Chapters 250 and 251. 5 MRS §§19203 &19203-D

G. Psychiatric treatment records. Level III data shall not be released, nor shall any MDHO data be used to individually identify any patient receiving treatment from licensed psychiatric in-patient treatment facilities. 34-B MRS §1207.

H. Substance abuse treatment. Level III data shall not be released, nor shall any MHDO data be used to individually identify any patient regarding receipt of substance abuse treatment by a substance abuse treatment provider. 42 CFR §290dd-2

2. All data, which is not public data, must be requested by application made to the MHDO, by completing application forms prescribed by MHDO. Data applications shall at a minimum:

- A. Identify the name and address of the person and/or company requesting the data;
- B. Identify the specific level of data requested;
- C. Describe how any level II or Level III data requested meets the standard of "minimum necessary";
- D. The purpose for which the data will be used;
- E. Whether or not an internal review board is to be utilized; and
- F. The ultimate recipient or user of the data;
- G. Specify security and privacy measures that will be taken in order to safeguard patient privacy

H. Describe how, or if, the results of the Applicant's analysis will be published and made publically accessible.

3. All uses of released data are governed by the following principles of release:

A. Level I and Level II may be indexed or linked to distinguish individuals so long as those individuals remain unidentified and anonymous.

B. Level III Data requests shall be reviewed and must be approved by the MHDO Data release Subcommittee before release. Level III Data may be linked and identified only as specified in the data use agreement.

C. Release of Level II and Level III data shall be limited to information that is necessary for the stated purpose of the release (minimum necessary);

D. All data releases will be governed by a MHDO data use agreement ("DUA") that provides adequate privacy and security measures including accountability and breach notification requirements similar to those required in business associate agreements under HIPAA; standard MHDO DUA's shall be published on the MHDO website

E. Level III data requests will be reviewed and approved by a Data Release Subcommittee of the MHDO Board of Directors.

F. The MHDO Executive Director and the Data Release Subcommittee have the authority to deny any request for data. A decision to deny or limit a request for data is not reviewable outside the MHDO.

G. MHDO Data recipients must demonstrate levels of security and privacy practices commensurate with health industry standards for protected health information, and with data encrypted at rest and in transit. Data recipients must be able to demonstrate their ability to meet privacy and security requirements and to accomplish the purposes of their request. Data releases will be made available to authorized users via an encrypted secure download process.

H. Data elements related to payment may be arrayed or displayed publically in a way that shows payments for specific health care services by individual health care claims processors and health care facilities or practitioners only by MHDO. Data recipients may not publically array or display MHDO Data in this way.

I. A data recipient may not sell, re-package or in any way make MHDO data available at the individual element level, unless the ultimate viewers of that data have applied to MHDO for data, been approved for such access and signed an MHDO DUA.

J. Data Ownership. MHDO shall maintain ownership of all data sets it releases including any MHDO generated numbers or identifiers therein. MHDO ownership of the data and the laws controlling MHDO data survive the expiration of any DUA or Agreement regarding MHDO data. MHDO reserves the authority to stop access to MHDO data without notice, and demand the return or destruction of MHDO Data. MHDO data recipients acquire no enforceable property rights to MHDO data or access to MHDO data.

K. The Executive Director reserves the right to stop access to Data even after approval; and/or demand and secure the destruction or return of all MHDO Data, when the Executive Director concludes that is necessary to protect the privacy, integrity or security of MHDO Data.

#### SECTION 4. MHDO DATA USE AGREEMENT (MHDO “DUA”).

1. All data recipients must sign a MHDO DUA. Only MHDO may use the MHDO DUA. The MHDO Data Use Agreement is the document that details the data Recipient’s commitments to data privacy and security, as well as the restrictions on the disclosure and use of the MHDO data. MHDO DUA shall provide adequate privacy and security measures that including accountability and breach notification requirements similar to those required of business associates under HIPAA. Standard DUA’s shall be published on the MHDO website

2. A data Recipients must sign the MHDO-DUA before the MHDO will release data at any level.

3. MHDO DUAs shall include the key provisions listed below. A copy of MHDO DUAs can be found on the MHDO website:

A. The data Recipient will only use the MHDO released data for the approved purposes that were specified in the data request application.

B. The Data Recipient will not release, furnish, disclose, publish or otherwise disseminate MHDO released data to any person unless approved in advance by the MHDO.

C. The MHDO shall retain all ownership rights to the data.

D. The Data Recipient will reference the MHDO as the source of the data in all reports, publications, tables, graphs, or other products produced from the data.

E. Unless authorized in writing by the MHDO, the Data Recipient will not use the MHDO data, or link these data to other records or data bases, if the result allows for identifying individuals.

F. MHDO data may not be used to take legal, administrative, or other actions against individual subjects of data or to contact or assist others to contact any individual patients and/or physician.

G. Maine law controls the confidentiality, release, and use of MHDO data.

H. Data recipients shall be responsible for reporting any potential or actual data breaches to the MHDO. Data recipients shall indemnify MHDO for any damages resulting from a data recipient’s data breach.

I. MHDO shall retain rights to track any person’s use of or access to MHDO data, and to deny access to data, when in the opinion of the MHDO Executive Director that is necessary to protect the privacy, security, or integrity of the data.

J. At least twenty (20) days prior to releasing any manuscript, report, or any other type of document or data compilation intended for dissemination or publication beyond the data recipient and that contains and or uses MHDO data, the Data Recipient agrees to provide the MHDO with a copy of such document. If the MHDO determines that the manuscript, report, or any other type of document violates the MHDO DUA or does not provide adequate data suppression, the Data Recipient will be notified and must modify the report prior to its release.

K. The MHDO DUA will specify the term of use, and identify the individual responsible for ensuring compliance with the DUA and specify the people who will have access to the data.

K. MHDO DUAs shall make appropriate provision for the return or destruction of MHDO data when use is complete, or when directed to by the MHDO Executive Director.

## SECTION 5. MHDO DATA TYPES AND DATA RELEASE TYPES

### 1. MHDO Data Sets available for Public Access:

- A. APCD Data-Level I, Level II and Level III Data sets
- B. Hospital Encounter Data- Level I, Level II and Level III Data sets
- C. Hospital Restructuring Data-Considered Level I Data
- D. Hospital Quality Data-Considered Level I Data
- E. Supplemental Data (Appendix C)

## SECTION 6. DATA REQUESTS FOR LEVEL ONE DATA

### 1. Level I Data Elements:

The data elements available in the MHDO Level I sets are listed in Appendices A, A-1, A-2, and C.

### 2. Process for Requesting Level I Data

- A. Requests for Level I Data shall be made in writing by filing an application with the MHDO in a form specified by the MHDO as provided on its Website.
- B. The MHDO shall fulfill requests for Level I data based upon an application that establishes to the MHDO's satisfaction that the purpose of the data request is consistent with the permissible use of the MHDO Level I De-Identified data.
- C. MHDO Level I data requests require review and approval by the executive director or designee.
- D. At their discretion the executive director may take Level I data requests to

the MHDO Data Release Subcommittee for advice. If the request includes Supplemental Data from Appendix C and a data submitter objects that it is proprietary data, the request shall be reviewed by the MHDO Data Release Subcommittee.

E. The executive director or designee has discretion to deny a request for Level I data if they determine that the use of the data is not consistent with the permissible uses and/or that applicant does not meet requirements regarding security and privacy protections.

F. At their discretion the executive director may add additional restrictions to the MHDO Data Use Agreement.

G. The decisions of the executive director, granting the release, adding restrictions to a DUA, or denying a release of level I data (including Appendix C data when it is not objected to) are not reviewable administratively or judicially.

H. Decisions of the MHDO Data Release Subcommittee denying a release, or adding restrictions to a MHDO DUA are not reviewable. Decisions of the MHDO Data Release Subcommittee to release Appendix C information against acclaim of proprietary data by a data submitter are Final Agency Actions, appealable to Superior Court under the Maine Administrative Procedures Act.

I. Prior to releasing the MHDO data the authorized entity or individual must enter into a MHDO data use agreement.

## SECTION 7. DATA REQUESTS FOR LEVEL TWO DATA

### 1. MHDO Level II Data Elements:

The data elements available in the MHDO Level II Data include those available at Level I and those listed in Appendix B.

### 2. Process for Requesting Level II Data

A. Requests for Level II Data shall be made in writing by filing an application with the MHDO in a form specified by the MHDO as provided on its Website. Data in Appendix C must be specifically requested.

B. The executive director shall fulfill requests for Level II data based upon an application that establishes to their satisfaction that the data request and use of the data meets the defined purposes and permissible uses of the MHDO Level II Limited Data Sets.

C. MHDO Level II data requests will be reviewed and approved by the executive director or designee.

- D. At its discretion the executive director may take Level II data requests to the MHDO Data Release Subcommittee for advice.
- E. If the request includes Supplemental Data from Appendix C and a data submitter objects that it is proprietary data, the request shall be reviewed by the MHDO Data Release Subcommittee
- F. The executive director or the MHDO Data Release Subcommittee may deny a request for Level II data at its discretion if it determines the use of the data is not consistent with the permissible uses and or requirements regarding security and privacy protections.
- G. At its discretion the executive director or the MHDO Data Release Subcommittee may add additional restrictions to the MHDO Data Use Agreement.
- H. The decisions of the executive director are not reviewable regarding Level II data (including Appendix C data when it is not objected to) are not reviewable.
- I. Decisions of the MHDO Data Release Subcommittee denying a release, or adding restrictions to a MHDO DUA are not reviewable. Decisions of the MHDO Data Release Subcommittee to release Appendix C information against acclaim of proprietary data by a data submitter are Final Agency Actions, appealable to Superior Court under the Maine Administrative Procedures Act.
- J. Data providers or other interested parties may submit to the Executive Director comments related to all Level II data requests.
- M. Prior to releasing the MHDO data the authorized entity or individual must enter into a MHDO data use agreement.

## SECTION 8. DATA REQUESTS FROM COVERED ENTITIES WHO ARE DATA PROVIDERS FOR LEVEL THREE DATA

### 1. MHDO Level III Data Elements:

The data elements available in the MHDO Level III Data include elements available at lower levels, and additional elements in Appendix D.

### 2. Process for Requesting Level III Data

- A. Requests for Level III Data shall be made in writing by filing an application with the MHDO in a form specified by the MHDO as provided on its Website.
- B. Level III data may be used by a covered entity who is a Data Provider for the purposes of Treatment, Payment and Health Plan Operations and which meet the permissible uses for MHDO Data releases.
- C. Level III data may also be used for health care improvement studies involving patients with whom the study entity has a treatment or payor relationship, whether the study is funded by the Federal Government or the



State Government or private persons.

D. MHDO may release Level III data to a data applicant who is a covered entity or to the covered entity's business associates, provided the business associates are listed on, and bound by, the MHDO DUA.

E. Data providers or other interested parties may submit comments to the Executive Director related to Level III data requests.

F. The Executive Director shall convene the MHDO Data Release Subcommittee at the end of each month to review and consider all Level III applications.

G. The Executive Director shall bring to the MHDO Data Release Subcommittee all comments received regarding the data release, including any claims of proprietary data.

H. An applicant receiving Level III data may use the data only to the minimum extent necessary to accomplish the purposes of the study for which approval was granted and for no other purpose. The MHDO Data Release Subcommittee may add any restrictions to the MHDO DUA.

I. The decision of the MHDO Data Release Subcommittee to release Appendix C or Appendix D data is Final Agency Actions, appealable to Superior Court under the Maine Administrative Procedures Act.

J. Prior to releasing the MHDO data the applicant must enter into a MHDO data use agreement.

## SECTION 9. PUBLIC HEALTH AUTHORITIES PERMITTED USE AND RELEASE

1. The MHDO may release Level III data to a public health authority for public health purposes authorized or mandated by state and or federal law.

2. The public health authority shall fill out a MHDO application. The application shall include descriptions of the public health investigation or research; qualifications and affiliations of the staff; background of the study; research questions; research design, or specify other permissible use.

3. After receipt of a data request from a Public Health Authority the MHDO shall publish the request and notify each affected data provider. The notice will include a copy of the proposed protocol and will summarize the nature of the proposed investigation or research.

4. Data providers or other interested parties may submit comments to the Executive Director related to Level III data requests.

5. The Executive Director shall convene the MHDO Data Release Subcommittee at the end of each month to review and consider all Level III applications.

6. The Executive Director shall bring to the MHDO Data Release Subcommittee all

comments received regarding the data release, including any claims of proprietary data.

7. An applicant receiving Level III data may use the data only to the minimum extent necessary to accomplish the purposes of the study for which approval was granted and for no other purpose. The MHDO Data Release Subcommittee may add any restrictions to the MHDO DUA.

8. The decision of the MHDO Data Release Subcommittee to release Appendix C or Appendix D data is Final Agency Actions, appealable to Superior Court under the Maine Administrative Procedures Act.

9. Prior to releasing the MHDO data the applicant must enter into a MHDO data use agreement.

#### SECTION 10. PUBLIC NOTICE OF ALL DATA REQUESTS INCLUDING NOTICE TO DATA PROVIDERS AND COMMENT PERIODS

1. The MHDO shall create a page on its web site that lists the identity and address of all parties requesting MHDO data. The MHDO will include the level of data requested and the purpose of the request.

2. MHDO shall add new data requests to the public site on the first business day of every week.

3. MHDO will send an e-mail to the data providers that are responsible for the submission of the data to the MHDO, and other interested parties notifying them of new data requests.

4. For all data requests that include Supplemental Data (appendix C), Level II, or Level III data, the data providers or other interested parties may submit to the executive director comments related to the data request. To be considered, comments must be received by the Executive Director in writing or via electronic mail no later than twenty-eight days after the initial posting of the data request on the MHDO web site. If the twenty-eighth day is on a weekend or holiday, comments may be filed until the next business day.

5. If the Executive Director determines that (a) the comments received are of significant importance to delay the release of Supplemental Data or Level II data and/or (b) additional information is required from the requesting party to address the comments; then the data for Supplemental or Level II requests shall not be released until the additional information has been received from the requesting party and an additional review is conducted by the executive director or the MHDO Data Release Subcommittee, as applicable, to ensure that the requesting party conforms to all applicable requirements of this chapter.

7. The Executive Director will bring all comments received from the data providers

and or other interested parties for the release of Level III Data to the MHDO Data Release Subcommittee for consideration.

## SECTION 11. DATA PROVIDER CLAIMS OF PROPRIETARY INFORMATION

1. After being notified of the data request the affected data provider may claim in response that certain information is Proprietary.
2. Any data provider who is claiming that the data elements included in a Level I plus Supplemental Data, Level II or Level III data request meet the definition of Proprietary data must submit to the executive director in writing or via electronic mail a written response no later than twenty eight days after the initial posting of the data request on the MHDO web site identifying how the data meets the definition of Proprietary Data. If the twenty-eighth day is on a weekend or holiday, the response may be filed until the next business day.
3. Data elements which are claimed to meet the definition of Proprietary data shall be reviewed by the MHDO Data Release Subcommittee.
4. The MHDO Data Release Subcommittee may, determine that the data elements do not meet the definition of Proprietary Data, or may suggest further restrictions or limitations on the use of specific data elements in the MHDO DUA, or may deny the data request for those elements.
5. The MHDO Data Release Subcommittee may instruct the executive director to try and reach agreement with the data requester and the objecting data provider that is acceptable to both parties. If agreement is reached the data will be released pursuant to the MHDO data use agreement.
  - A. If no agreement is reached with the parties, the executive director will report back to the MHDO Data Release Subcommittee.
  - B. If the decision of the Data Release Subcommittee is to not release the data elements claimed to be proprietary, the parties will be notified and there will be no appeal from that decision.
  - C. The data requestor is free to submit another data application.
6. If the decision of the MHDO Data Release Subcommittee is to release any of the data claimed to be proprietary, and the data provider does not agree, that decision is Final Agency Action. The executive director shall notify the parties and the adversely affected data provider shall have 30 days from the date of notification to appeal the decision to Superior Court pursuant to Maine Rule of Civil Procedure 80(C)

## SECTION 12. ROLE AND RESPONSIBILITIES OF THE MHDO DATA RELEASE SUBCOMMITTEE

1. The MHDO Board of Directors shall establish a Data Release Subcommittee. This Committee will review and consider all data applications that include the request for Level III data, or that include Level II or Supplemental Data, which has been claimed to be proprietary by a data provider. This subcommittee may also provide advisory reviews of other data releases at the discretion of the executive director.
2. The Data Release Subcommittee shall include 6 members of the MHDO Board of Directors. The composition of the committee is: one member representing health care plans, one member representing health care providers, one member representing hospitals, one member representing employers, one member representing consumers and one member representing government. The Board of Directors may appoint additional members to the Committee as needed.
3. The Data Release Subcommittee requires four votes in the affirmative to take action. If the Data Release Subcommittee is split or does not have a quorum, the Executive Director may vote.
4. The Executive Director shall convene the Data Release Subcommittee at the end of each month to review and consider applications for data.
5. The Data Release Subcommittee shall review applications for Data as provided for in these rules, and will determine whether the data applicant has met the MHDO criteria for release, whether a data provider has proven data is proprietary, and whether any additional restrictions shall be included in the MHDO DUA for a release.
6. The MHDO will post information about the Data Release Subcommittee's membership, scheduled meetings and meeting agendas on its Website.

## SECTION 13. INDIVIDUAL CHOICE, PROCESS TO FILE COMPLAINTS

### 1. Individual Choice

- A. Choice regarding disclosure of information: Any person may choose to have their direct patient identifiers excluded from any Level III data releases by MHDO.
- B. An individual that decides to act on the individual choice provision is responsible for completing the MHDO Choice Disclosure Form available on the MHDO website.

C. The MHDO will post all Level III data requests on its publically accessible website. Individuals choosing to act on the individual choice provision must complete the MHDO Choice Disclosure Form available on the MHDO website no later than twenty eight days after the initial posting of the data request on the MHDO web site. If the twenty-eighth day is on a weekend or holiday, forms may be filled out until the next business day.

## 2. Process to File a Written Complaint

A. If an individual believes that their direct patient identifiers have been released by the MHDO, the board, or an employee of the organization, in violation of laws applicable to the MHDO may file a written complaint with the MHDO's Privacy and Security Officer.

B. Instructions on how and where to submit the written complaint are provided on the MHDO website.

C. The Privacy and Security Officer shall respond in writing to the individual regarding whether the complaint alleges a violation of applicable law; if so, whether any violation of the rules has occurred; and any measures that have been taken as a result of the complaint.

D. In case they are not satisfied with the response of MHDO, the complainant will be advised of how to make a complaint to the Joint Committee on Health and Human Services of the Maine Legislature,

E. Any complaint made shall be reported by the executive director to the MHDO Executive Committee within fifteen days of the receipt of the written complaint, and to the MHDO Board at the next public meeting.

F. The Executive Director may take any steps necessary protect the privacy, security and integrity of MHDO data.

## SECTION 14. DATA BREACH

1. Breach of Protected Health Information. An impermissible use or disclosure of protected health information is presumed to be a breach unless the MHDO concludes based on demonstrable evidence that there is a low probability that the protected health information has been compromised.

2. Any person may report, and employees, vendors, board and subcommittee members shall report, to the Executive Director of MHDO when they believe a potential breach of protected health information has occurred or will occur. When a potential breach of protected health information is reported or made known to the MHDO Executive Director or privacy and security officer, a risk assessment shall be conducted by the Executive Director or the Security and

- Privacy Officer immediately and shall consider at least the following factors:
- A. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - B. The unauthorized person who used the protected health information or to whom the disclosure was made;
  - C. Whether the protected health information was actually acquired or viewed; and,
  - D. The extent to which the risk to the protected health information has been mitigated.
  - E. Whether and how the data was secured, including encryption.
3. The Executive Director shall keep a report of any such investigations and make the results known to the MHDO Executive Committee within twenty-four hours of the determination.
  4. If the executive director determines the data was secured or that there was a low probability of compromise to any PHI involved or that one of the exceptions to breach notification exists (unintentional or inadvertent disclosures to employees held to same security and privacy standards and not further disclosed or good faith reason to believe unauthorized person to whom a disclosure was made could not reasonably retain the PHI), there shall be no individual notification made.
  5. If there is a breach of unsecured PHI that would require notice to affected individuals if the breach occurred at a covered entity, MHDO will provide individual notification similar to notification requirements of the HIPAA Privacy Rule.
  6. In the event that the MHDO Executive Director determines a data breach was caused by the MHDO requiring notification to affected individuals, The Executive Director and the Executive Committee of the MHDO board shall notify the Joint Standing Committee of the Legislature having jurisdiction over Health and Human Services matters, and rest of the membership of the MHDO Board within 30 days of the breach.
  7. The notification to the Health and Human Services Committee and the MHDO Board regarding the breach will maintain the confidentiality of all individuals affected by the breach. The notification to the committee and board will include the types of information given to individuals.
  8. Any potential breaches of protected health information by MHDO vendors or recipients of MHDO data shall be reported to the Executive Director, reviewed by the Executive Director, and results reported to the MHDO Board.

## SECTION 15. DATA GOVERNANCE, DATA USE AND STEWARDSHIP BY MHDO

1. Internal MHDO Use of Data: The MHDO will use the data it collects as described in Rule Chapter 241, 243, 270, 300 and 630 to:
  - A. Fulfill its responsibilities as described in Title 22 Chapter 1683;
  - B. Link APCD data with hospital encounter data; and, if authorized in the data application link external data sets to the MHDO data set;

- C. Produce customized reports as requested by the Governor's office, other government agencies, the Maine State Legislature and other external parties.
- D. Authenticate and ensure the integrity of data filed with MHDO.
- E. Produce MHDO generated numbers to allow for the distinguishing of and longitudinal tracing of individuals, without individually identifying the individuals.
- F. Identify and exclude data entitled to special confidentiality protections as provided in this rule.

2. Safeguards. The MHDO will maintain reasonable and appropriate administrative, technical, and physical safeguards for protecting of data as follows.

A. MHDO administrative safeguards will ensure the confidentiality, integrity, and availability of all data MHDO creates, receives, maintains or transmits, and ensure compliance by our workforce and vendor(s).

B. The MHDO will use security management process, and its security officer to identify and analyze potential risks to confidential data, and implement security measures that reduce risks and vulnerabilities to a reasonable and appropriate level.

C. Information Access Management. The MHDO will continue to implement policies and procedures for authorizing access to confidential data only when such access is appropriate based on the user or recipient's role (role-based access).

D. Workforce Training and Management. The MHDO will provide appropriate authorization and supervision of workforce members who work with confidential data. The MHDO will train all workforce members regarding its security policies and procedures, and must have and apply appropriate sanctions against workforce members who violate its policies and procedures.

E. Evaluation. The MHDO will perform an annual assessment of how well its security policies and procedures are functioning and report the results to the board.

F. MHDO will apply health care industry standards to provide physical safeguards and technical safeguards to protect PHI and data. These safeguards will be specified in an MHDO policy.

3. MHDO vendors shall be held by contract to high PHI security standards including federal standards such as the Federal Information Security Management Act, provisions of mandatory Federal Information Processing Standards (FIPS), and shall meet all of NIST's IT, data, system and physical security requirements. By contract, the MHDO data warehouse vendor must maintain appropriate Insurance Coverage for MHDO's data.

## SECTION 16. ENFORCEMENT AND PENALTY PROVISIONS

1. In addition to other applicable civil and criminal provisions, the following provisions apply to violations of the laws and these rules for the safeguarding of the identification of individual patients and confidential information.
2. A person or entity that receives data or information under the terms and conditions of the statute, these rules, and a MHDO DUA, who is an MHDO employee or vendor, and who uses, sells or transfers the data in violation of the board's rules for commercial advantage, pecuniary gain, personal gain or malicious harm commits a civil violation for which the MHDO may levy a fine not to exceed, \$500,000.
3. Reports or knowledge of any such activity shall be referred to the Board by the Executive Director and the Board shall investigate such reports, make findings, determine and levy an appropriate fine.
4. Petition for review; fair hearing; judicial review. Any person adversely affected by any determination made under this Section by the MHDO may petition the MHDO Board for review of the decision. The petition must be filed within fifteen business days, in accordance with 5 M.R.S. Chapter 375. If such petition is denied in whole or part, that decision shall be Final Agency Action and shall be appealable to Superior Court.
5. Upon a finding that a person or entity has failed to comply with the requirements of 22 M.R.S., Chapter 1683, any rules adopted by the MHDO Board, or pay a fine levied by the Board, the Board may undertake any or all of the following:
  - A. Refer the matter to the department or board that issued a license to the provider for such action as the department or board considers appropriate.
  - B. Refer the matter to the Department of Professional and Financial Regulation, Bureau of Insurance for such action against the payer as the bureau considers appropriate.
  - C. Injunctive relief. File a complaint with the Superior Court in the county in which the person resides or the entity is located, or in Kennebec County, seeking an order to require that person or entity in non-compliance to comply with the requirements for which adjudication is being sought, and for the enforcement of any fine determined by the Board or for other relief from the court.





## **Appendix A**

### **Data Elements Released in a Level I File- De-Identified Data**

APCD Data includes: eligibility, claims, pharmacy and dental files

Hospital Encounter Data includes Inpatient and Outpatient data files

Level I data sets also include Hospital Restructuring Data (Appendix A-1) and Hospital Quality Data (Appendix A-2).

### **APCD Data Elements:**

#### **Medical Eligibility File:**

- Submitter ID Number/Name
- Payer ID Number/Name
- Year
- Month
- Coverage Level Code
- Member Gender
- Member State or Province
- Medical Coverage
- Prescription Drug Coverage
- Dental Coverage
- Primary Insurance Indicator
- Coverage Type
- Market Category Code
- Record Type
- Member Age (Calculated age for individuals 90 or over will be displayed as “90 or over”.)
- MHDO assigned Record ID#
- Medicare Coverage
- File ID
- Standardized Insurance Individual Relationship Code
- Standardized Insurance Type/Product Code
- Duplicate Indicator
- Coverage Period (Year + Month)

**Medical Claims File:**

- Submitter ID Number/Name
- Payer ID Number/Name
- Individual Relationship Code
- Member Gender
- Member State or Province
- Priority (Type) of Admission or Visit
- Point of Origin for Admission or Visit
- Patient Discharge Status
- Type of Bill - Institutional
- Place of Service - Professional
- Claim Status
- Admitting Diagnosis
- E-Code
- Principal Diagnosis
- Other Diagnosis 1-12
- Revenue Code
- Procedure Code
- Procedure Modifier 1 & 2
- ICD-9-CM Procedure Code
- Quantity
- Paid Amount
- Prepaid Amount
- Copay Amount
- Coinsurance Amount
- Deductible Amount
- Diagnosis-Related Group (DRG)
- DRG Version
- Ambulatory Payment Classification (APC)
- APC Version
- National Drug Code (NDC)
- MHDO assigned Record Type
- Member Age (Calculated age for individuals 90 or over will be displayed as “90 or over”.)
- MHDO assigned Record ID#
- Medicare Coverage
- MHDO assigned Provider ID#
- Standardized Insurance Type/Product Code
- Year Paid
- Year Incurred
- Quarter Paid

- Quarter Incurred

**Pharmacy Eligibility File:**

- Submitter ID Number/Name
- Payer ID Number/Name
- Year
- Month
- Coverage Level Code
- Member Gender
- Member State or Province
- Medical Coverage
- Prescription Drug Coverage
- Dental Coverage
- Primary Insurance Indicator
- Coverage Type
- Market Category Code
- Record Type
- Member Age (Calculated age for individuals 90 or over will be displayed as “90 or over”.)
- MHDO assigned Record ID#
- Medicare Coverage
- File ID
- Standardized Insurance Individual Relationship Code
- Standardized Insurance Type/Product Code
- Duplicate Indicator
- Coverage Period (Year + Month)

**Pharmacy Claims File:**

- Submitter ID Number/Name
- Payer ID Number/Name
- Individual Relationship Code
- Member Gender
- Member State or Province
- Claim Status
- Drug Code
- Drug Name
- New Prescription or Refill
- Generic Drug Indicator

- Dispense as Written Code
- Compound Drug Indicator
- Quantity Dispensed
- Days' Supply
- Paid Amount
- Ingredient Cost/List Price
- Postage Amount Claimed
- Dispensing Fee
- Copay Amount
- Coinsurance Amount
- Deductible Amount
- Record Type
- Member Age (Calculated age for individuals 90 or over will be displayed as "90 or over".)
- Record ID#
- Standardized Member Gender
- Standardized Insurance Type/Product Code
- Key to Pharmacy Detail table
- Year Paid
- Year Incurred
- Quarter Paid
- Quarter Incurred
- Prescribing Physician ID#

**Dental Eligibility File:**

- Submitter ID Number/Name
- Payer ID Number/Name
- Year
- Month
- Coverage Level Code
- Member Gender
- Member State or Province
- Medical Coverage
- Prescription Drug Coverage
- Dental Coverage
- Primary Insurance Indicator
- Coverage Type
- Market Category Code
- Record Type

- Member Age (Calculated age for individuals 90 or over will be displayed as “90 or over”.)
- MHDO assigned Record ID#
- Medicare Coverage
- File ID
- Standardized Insurance Individual Relationship Code
- Standardized Insurance Type/Product Code
- Duplicate Indicator
- Coverage Period (Year + Month)

**Dental Claims File:**

- Submitter ID Number/Name
- Payer ID Number/Name
- Individual Relationship Code
- Member Gender
- Member State or Province
- Facility Type – Professional
- Claims Status
- CDT Code
- Procedure Modifier - 1
- Procedure Modifier - 2
- Paid Amount
- Copay Amount
- Coinsurance Amount
- Deductible Amount
- Record Type
- Member Age (Calculated age for individuals 90 or over will be displayed as “90 or over”.)
- MHDO assigned Record ID#
- MHDO assigned Provider ID#
- Standardized Insurance Type/Product Code
- Year Paid
- Year Incurred
- Quarter Paid
- Quarter Incurred

**Hospital Inpatient Discharge Data:**

- MHDO Assigned Record ID
- Hospital Code

- Gender
- Age (Calculated age for individuals 90 or over will be displayed as “90 or over”.)
- Priority of Visit (Type)
- Point of Origin of Admission (Source)
- Admitting Diagnosis
- Hospital Service Area of Patient
- Health Planning Area of Patient
- County of Patient
- Admission Year
- Admission Quarter
- Discharge Year
- Discharge Quarter
- Disposition/Discharge Status
- Principal Payer Code Aggregated (MHDO code)
- Principal Payer NAIC Number
- Secondary Payer Code Aggregated (MHDO code)
- Secondary Payer NAIC Number
- Tertiary Payer Code Aggregated (MHDO code)
- Tertiary Payer NAIC Number
- Principal or First Diagnosis Submitted
- Principal Diagnosis Present on Admission (POA) Code
- Second through Eleventh Diagnoses Submitted
- Second through Eleventh Diagnoses POA Code(s)
- Principal Procedure Code
- Second through Sixth Procedure Code(s)
- Attending Physicians Specialty
- Surgeon/Other Provider Specialty
- Accommodations Revenue Code(s)
- Accommodations Day(s)
- All-Patient DRG
- All-Patient MDC
- Length of Stay
- Estimated Birth Weight (< 30 Days Old)
- Race (coded)
- Ethnicity (coded)
- CMS DRG
- CMS MDC
- Ancillary Revenue Code(s)
- Total Number of Ancillary Revenue Code(s)

**Hospital Outpatient Encounter Data:**

- MHDO Assigned Record ID
- Hospital Code
- Gender
- Age (Calculated age for individuals 90 or over will be displayed as “90 or over”.)
- County of Patient
- Hospital Service Area of Patient
- Health Planning Area of Patient
- Date of Service From (Year and Quarter)
- Date of Service Thru (Year and Quarter)
- Bill Type
- Discharge Status
- Source of Admission
- ICD-9 Principal Diagnosis
- ICD-9 Other Diagnoses 1 - 8
- ICD-9 Procedure Code(s) 1 - 6
- Service Date(s) (Year and Quarter)
- E-Code(s)
- MHDO assigned Ordering/Referring Practitioner Specialty Code
- MHDO assigned Performing Practitioner Specialty Code
- MHDO assigned Principal Payer Code
- Race
- Ethnicity
- Revenue Code(s)
- CPT or HCPC Code(s)
- Modifier(s)
- Number of Detail Records
- Units



## **Appendix A-1**

Hospital Restructuring Data includes the following elements:

- Parent Name
- Hospital Name
- Department Name
- Tax ID
- Tax Status
- Physical Location
- Description of Services Provided
- Relationship
- Physician Last Name
- Physician First Name
- Physician Middle Initial
- Physician Credential (M.D./D.O.)
- Employment Status/Date
- Physician's Specialty

## Appendix A-2

Hospital Quality Data includes the following elements:

### Healthcare Associated Infections (HAI)

Measure	Measure Overview	Numerator	Denominator
HAI-Util-1	Number of Central Line Days in the past 12 months in all ICUs, NICUs, and Mixed Acuity Units	Number of days	None
HAI-Util-2	Number of Ventilator Days in the past 12 months in all ICUs, NICUs, and Mixed Acuity Units		
HAI-1	Central line catheter associated blood stream infection rate for intensive care unit patients	Number of infections	Number of catheter days
HAI-2	Central line catheter associated blood stream infection rate for high-risk nursery patients	Number of infections	Number of catheter days
HAI-2a	All birth weight categories		
HAI-2b	<= 750 gm		
HAI-2c	<= 751-1,000 gm		
HAI-2d	<=1,000-1,500 gm		
HAI-2e	<= 1,501-2,500 gm		
HAI-2f	> 2,500 gm		
HAI-3	Percent compliance with all five evidence-based interventions for patients with intravascular central catheters (central line bundle compliance)	Number of patients 100% compliant	Number of eligible patients
HAI-4	Percent compliance with the four insertion-related evidence-based interventions for patients with intravascular central catheters (central line bundle compliance) placed preoperatively, in pre-operative areas, operating rooms, and recovery areas		
HAI-5	Percent compliance with all five evidence-based interventions for patients with mechanical ventilation		

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(ventilator bundle compliance) in intensive care units.		
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## **Surgical Care Improvement Program (SCIP)**

Measure	Measure Overview	Numerator	Denominator
SCIP-Card-2	Surgery patients on beta-blocker therapy prior to arrival who received a beta-blocker during the perioperative period;	Number of cases compliant	Number of eligible patients
SCIP-Inf-1	Prophylactic antibiotic received within one hour prior to surgical incision – overall rate and seven subcategory surgery rates:		
SCIP-Inf-1a	Overall rate	Number of cases compliant	Number of eligible patients
SCIP-Inf-1b	Coronary artery bypass graft		
SCIP-Inf-1c	Cardiac surgery		
SCIP-Inf-1d	Hip arthroplasty		
SCIP-Inf-1e	Knee arthroplasty		
SCIP-Inf-1f	Colon surgery		
SCIP-Inf-1g	Hysterectomy		
SCIP-Inf-1h	Vascular surgery;		
SCIP-Inf-2	Prophylactic antibiotic selection for surgical patients – overall rate and seven subcategory surgery rates:		
SCIP-Inf-2a	Overall rate	Number of cases compliant	Number of eligible patients
SCIP-Inf-2b	Coronary artery bypass graft		
SCIP-Inf-2c	Cardiac surgery		
SCIP-Inf-2d	Hip arthroplasty		
SCIP-Inf-2e	Knee arthroplasty		
SCIP-Inf-2f	Colon surgery		
SCIP-Inf-2g	Hysterectomy		
SCIP-Inf-2h	Vascular surgery;		
SCIP-Inf-3	Prophylactic antibiotics discontinued within 24 hours after surgery end time – overall rate and seven subcategory surgery rates:		
SCIP-Inf-3a	Overall rate	Number of cases compliant	Number of eligible patients
SCIP-Inf-3b	Coronary artery bypass graft		
SCIP-Inf-3c	Cardiac surgery		
SCIP-Inf-3d	Hip arthroplasty		
SCIP-Inf-3e	Knee arthroplasty		
SCIP-Inf-3f	Colon surgery		
SCIP-Inf-3g	Hysterectomy		
SCIP-Inf-3h	Vascular surgery;		
SCIP-Inf-4	Cardiac surgery patients with controlled 6 A.M. postoperative serum glucose;		
SCIP-Inf-9	Urinary catheter removed on postoperative day 1 (POD 1) or postoperative day 3 (POD 3);		
SCIP-Inf-10	Surgery patients with perioperative temperature management; and		
SCIP-VTE-2	Surgery patients who received appropriate venous thromboembolism (VTE) prophylaxis within 24 hours prior to surgery to 24 hours after surgery.		

## Nursing Sensitive Indicators (NSI)

Measure	Measure Overview	Numerator	Denominator
NSPC1	Percentage of inpatients who have a hospital-acquired Stage 1 or greater pressure ulcer	Number of inpatients w/ Stage 2 or higher hospital acquired pressure ulcer	Number of inpatients in the prevalence study
NSPC2	Number of inpatient falls per inpatient day	Number of falls	Number of inpatient days
NSPC3	Number of inpatient falls with injuries per inpatient day	Number of falls with injury	
NSPC4	Percentage of inpatients who have a vest or limb restraint	Number of inpatients with a vest or limb restraint	Number of inpatients in the prevalence study
NSSC1	RN care hours as a percentage of total nursing care hours	RN care hours	Total nursing hours
NSSC2	LVN and LPN care hours as a percentage of total nursing care hours	LVN and LPN care hours	
NSSC3	UAP care hours as a percentage of total nursing care hours	UAP care hours	
NSSC4	Contract to total nursing hours	Contract care hours	
NSSC5	RN care hours per patient day	RN care hours	Number of inpatient days
NSSC6	Total nursing care hours per patient day	Total nursing care hours	
NSSC7A	Number of voluntary uncontrolled separations during the quarter for RNs and APNs	Number of separations	Number of RNs and APNs employed on the first day of the quarter
NSSC7B	Number of voluntary uncontrolled separations during the quarter for LPNs and UAPs		Number of LPNs and UAPs employed on the first day of the quarter
NSSC7C	Combined number of voluntary uncontrolled separations during the quarter		Combined number employed

## Care Transition Measures (CTM)

Aggregate responses to the following questions:

1. If the hospital staff took the patient's preferences into account when designing the patient's after-discharge care plans;
  - 1 Strongly disagree
  - 2 Disagree
  - 3 Agree
  - 4 Strongly agree
  - M Missing / Don't know
  
2. If the hospital gave the patient a clear understanding of his or her self-care responsibilities after discharge; and
  - 1 Strongly disagree
  - 2 Disagree
  - 3 Agree
  - 4 Strongly agree
  - M Missing / Don't know
  
3. If the patient clearly understood the reasons for taking each of their medications after discharge.
  - 1 Strongly disagree
  - 2 Disagree
  - 3 Agree
  - 4 Strongly agree
  - 5 I was not given any medication when I left the hospital
  - M Missing / Don't know

## Appendix B

**Level Two Limited Data includes the data listed in Appendices A, A-1, A-2, and C plus the following:**

### **Medical Eligibility File:**

- Member Date of Birth (Birthdate will be suppressed if age is equal to or greater than 90 years old at time of service or eligibility.)
- Member City Name
- Member ZIP Code
- MHDO assigned replacement for subscriber's Social Security Number
- MHDO assigned replacement for member's contract number
- MHDO assigned replacement for member's Social Security Number
- MHDO assigned Member ID

### **Medical Claims File:**

- Member Date of Birth (Birthdate will be suppressed if age is equal to or greater than 90 years old at time of service or eligibility.)
- Member City Name
- Member ZIP Code
- Date Service Approved (AP Date)
- Admission Date
- Admission Hour
- Discharge Hour
- Date of Service From (Year/Month/Day)
- Date of Service Thru (Year/Month/Day)
- Discharge Date
- Month Paid
- Month Incurred
- MHDO Assigned Replacement for Payer's Claim ID
- MHDO assigned replacement for subscriber's Social Security Number
- MHDO assigned replacement for member's contract number
- MHDO assigned replacement for member's Social Security Number
- MHDO assigned Member ID

### **Pharmacy Eligibility File:**

- Member Date of Birth (Birthdate will be suppressed if age is equal to or greater than 90 years old at time of service or eligibility.)
- Member City Name

- Member ZIP Code
- MHDO assigned replacement for subscriber's Social Security Number
- MHDO assigned replacement for member's contract number
- MHDO assigned replacement for member's Social Security Number
- MHDO assigned Member ID

**Pharmacy Claims File:**

- Member Date of Birth (Birthdate will be suppressed if age is equal to or greater than 90 years old at time of service or eligibility.)
- Member City Name
- Member ZIP Code
- Date Service Approved (AP Date)
- Date Prescription Filled
- Month Paid
- Month Incurred
- MHDO Assigned Replacement for Payer's Claim ID
- MHDO assigned replacement for subscriber's Social Security Number
- MHDO assigned replacement for member's contract number
- MHDO assigned replacement for member's Social Security Number
- MHDO assigned Member ID

**Dental Eligibility File:**

- Member Date of Birth (Birthdate will be suppressed if age is equal to or greater than 90 years old at time of service or eligibility.)
- Member City Name
- Member ZIP Code
- MHDO assigned replacement for subscriber's Social Security Number
- MHDO assigned replacement for member's contract number
- MHDO assigned replacement for member's Social Security Number
- MHDO assigned Member ID

**Dental Claims File:**

- Member Date of Birth (Birthdate will be suppressed if age is equal to or greater than 90 years old at time of service or eligibility.)
- Member City Name
- Member ZIP Code
- Date Service Approved (AP Date)
- Date of Service From (Year/Month/Day)
- Date of Service Thru (Year/Month/Day)



- Month Paid
- Month Incurred
- MHDO Assigned Replacement for Payer's Claim ID
- MHDO assigned replacement for subscriber's Social Security Number
- MHDO assigned replacement for member's contract number
- MHDO assigned replacement for member's Social Security Number
- MHDO assigned Member ID

**Hospital Inpatient Discharge Data:**

- MHDO assigned replacement for Medical Record Number
- Date of Birth (Birthdate will be suppressed if age is equal to or greater than 90 years old at time of service or eligibility.)
- Geo Code of Patient
- Zip Code of Patient
- Admission Date
- Admission Hour
- Discharge Date
- Discharge Hour
- Principal Procedure Code Date
- Second Through Sixth Procedure Code Date(s)
- MHDO assigned Attending Physician Code
- MHDO assigned Surgeon/Other Provider Code
- Name of Principal Payer

**Hospital Outpatient Encounter Data:**

- MHDO assigned replacement for Medical Record Number
- Date of Birth (Birthdate will be suppressed if age is equal to or greater than 90 years old at time of service or eligibility.)
- Town and County Code of Patient
- Zip Code of Patient
- ICD-9 Procedure Code Date(s) 1 - 6
- MHDO assigned Ordering/Referring Practitioner
- MHDO assigned replacement for Performing Practitioner
- Ordering/Referring Practitioner Taxonomy
- Performing Practitioner Taxonomy
- Type of Record

## Appendix C

### SUPPLEMENTAL DATA ELEMENTS FOR LEVEL I, LEVEL II AND LEVEL III DATA REQUESTS

Level I, II and III APCD data requests may include the following additional Group ID Data Element:

- Member Group ID Number

Level I, II and III APCD data requests may include the following additional Practitioner Identifiable Data Elements:

- Attending Practitioner First Name
- Attending Practitioner Middle Initial
- Attending Practitioner Last Name
- Attending Provider NPI
- Operating Practitioner First Name
- Operating Practitioner Middle Initial
- Operating Practitioner Last Name
- Operating Practitioner NPI
- Billing Provider Last/Organization Name
- Billing Provider NPI

Level I, II and III Inpatient and Outpatient Hospital Encounter data requests may include the following additional Practitioner Identifiable Data Elements:

- Attending Practitioner First Name
- Attending Practitioner Middle Initial
- Attending Practitioner Last Name
- Attending Provider NPI
- Operating Practitioner First Name
- Operating Practitioner Middle Initial
- Operating Practitioner Last Name
- Operating Practitioner NPI

## Appendix D

**Level III Limited Data includes the data listed in Appendix A and B, including Supplemental Data if requested, plus the following direct patient identifiers:**

- Member First Name and Last Name
- Member Social Security Number

