

# Centers for Medicare & Medicaid Services eXpedited Life Cycle (XLC)

# **Enterprise Privacy Policy Engine (EPPE)**









## **Training Topics**

### **Training Topics in This Module**

- EPPE Application Access Prerequisites
- Basic Information About EPPE
- Update/Amend an LDS DUA
  - Existing Data File Descriptions
- EPPE Help Desk Information

# **EPPE ACCESS PREREQUISITES**

## **EPPE Access Prerequisites**

#### CMS Enterprise Portal Access, IDM Credentials, and EPPE Access

- Obtain access to the CMS Enterprise Portal
  - Access CMS Portal
    - https://portal.cms.gov/
  - Obtain Identity Management (IDM) Credentials, Multi-Factor Authentication (MFA) and EPPE Access
    - <a href="https://www.cms.gov/files/document/eppeidm.pdf">https://www.cms.gov/files/document/eppeidm.pdf</a>

### **Basic Information About EPPE**

### **Icons Used Throughout the EPPE System**



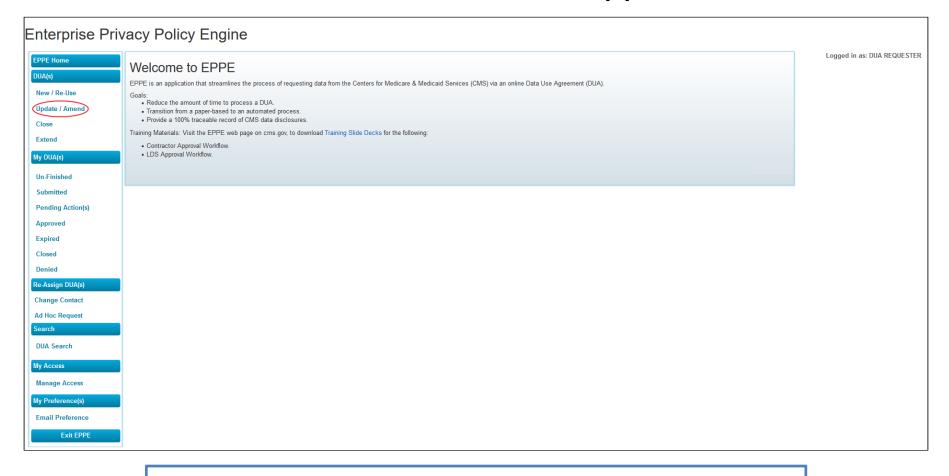
A red asterisks denotes that a field is required to be entered.



The question mark icon when selected will display field specific help.

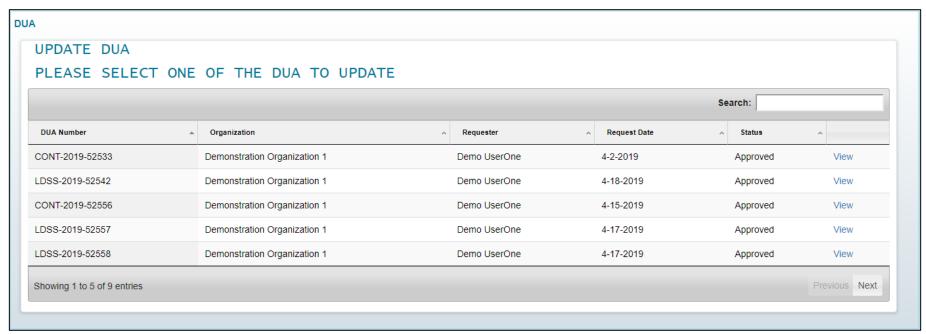
# **UPDATE EXISTING DATA FILE(S)**

#### **EPPE Welcome Screen: DUA(s) Menu**



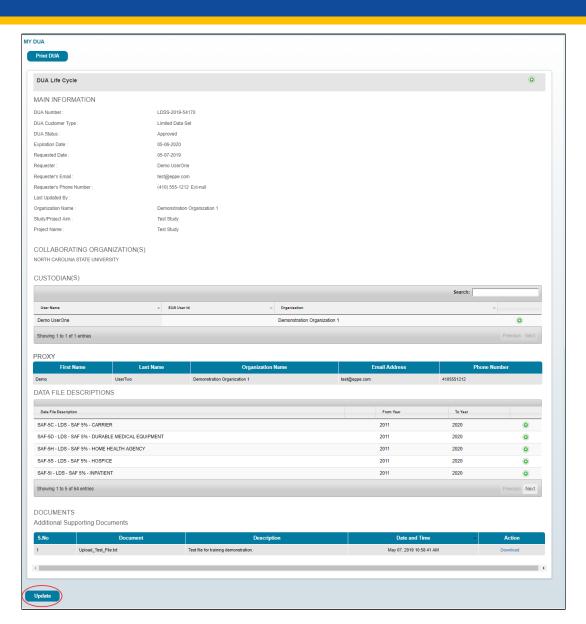
Select **Update / Amend** on the **DUA(s)** menu to display a list of Approved DUAs that can be updated.

### **Search for Approved DUA**



- 1. A list of Approved DUAs displays.
- Select the View link to update or Search for the DUA to update.

- If you are an existing Requester or Requester Proxy, any Approved Contractor type DUAs on which you are the Requester or Requester Proxy will also display in the list.
- If there are multiple pages of Approved DUAs, the Previous and Next buttons become
  enabled to scroll through the listing.

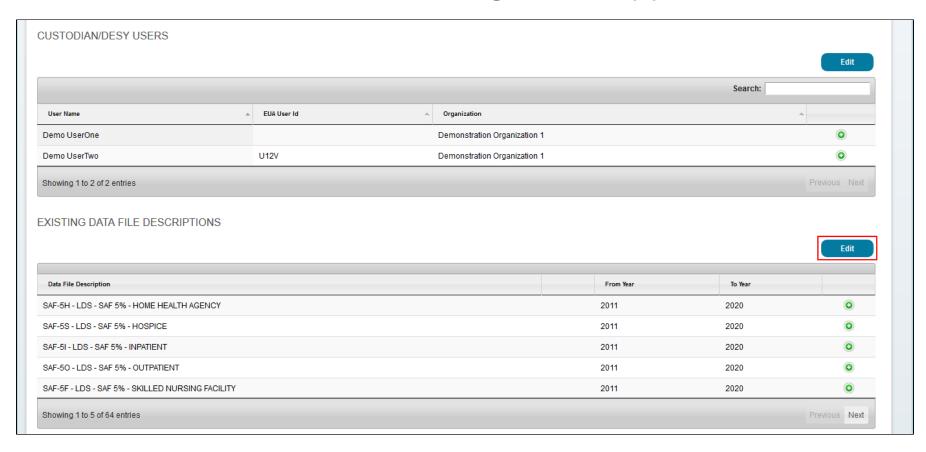


#### **DUA Displays**

- The My DUA screen displays.
- 2. Select the **Update** button.

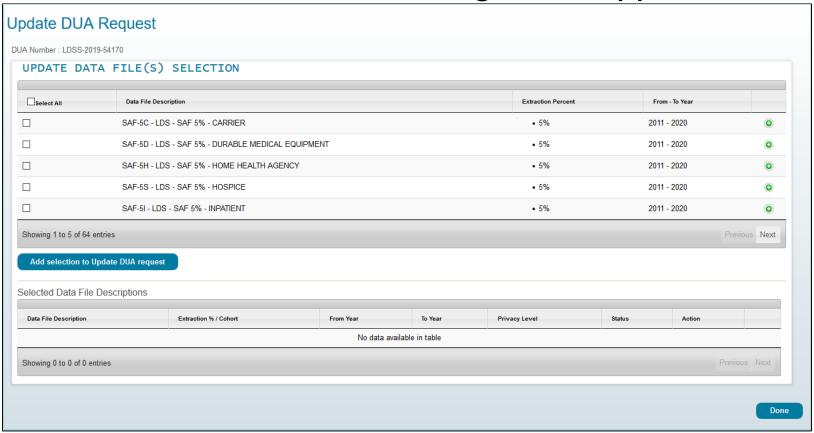
Note: If your organization has at least one (1) DUA in Expired status, a message will display (when you select the **Update** button) a list of the expired DUA(s) number(s) and instructions that you cannot create or update any DUAs until either extending or closing all of the expired DUAs.

### **Edit DUA: Existing Data File(s)**



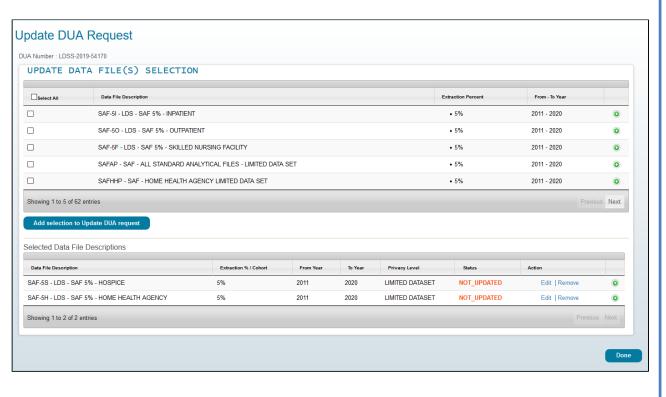
Select the **Edit** button associated with the **Existing Data File Descriptions** section to make changes, if applicable.

### **Edit DUA: Select Existing Data File(s)**



- The Update Data File(s) Selection section becomes editable.
- 2. Select the **Existing Data File(s)** that needs editing.
- 3. Select the Add selection to Update DUA request button.

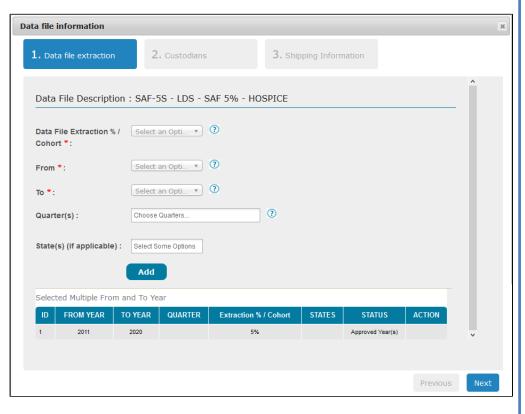
#### **Edit DUA: Edit Existing Data File(s)**



- The selected **Data File** moves to the update table
   below.
- The **Status** of the data file reflects **Not Updated**.
- 3. Select **Edit** to change any of the data file attributes.
- 4. Select the **Remove** link to remove the file from the update table.

Note: Remove does not delete the file from the system. It will only remove the file from the update table below and place it back in the list of data files to be selected above.

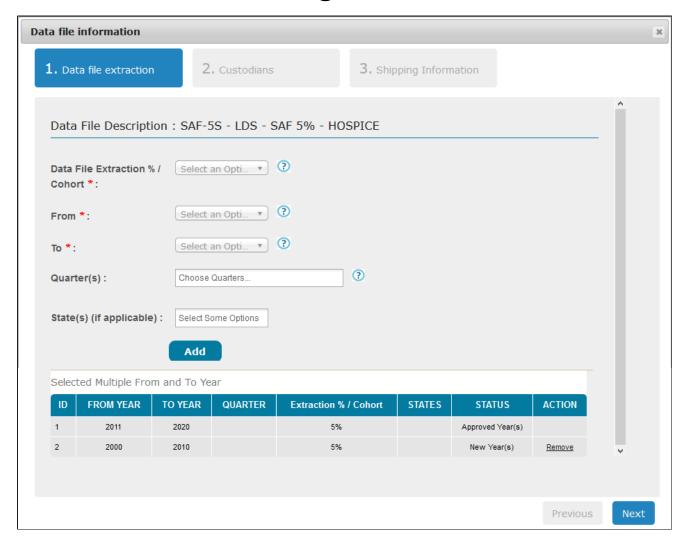
#### **Edit DUA: Existing Data File Data File Extraction Attributes**



- 1. The **Data file information** pop-up displays with the **Data file extraction** tab in focus with the **Approved Year(s)** information.
- Select the Data File Extraction % / Cohort.
- Select the From Year.
- 4. Select the **To** Year.
- Choose any Quarter(s) (optional). Please note that only Standard Analytic Files (SAF) are available quarterly.
- 6. Select any **State(s)** (optional).
- 7. Select Add.
- 8. Select **Next**.

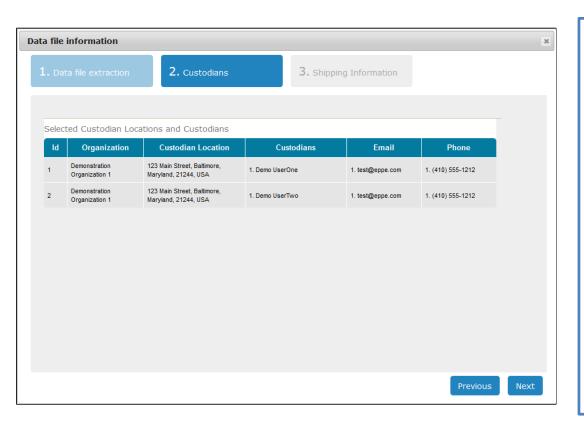
- Some future file years in the year range may not be available yet.
- You may only order files and years available on the LDS Worksheet.

#### **Edit DUA: Existing Data File Data File Extraction Attributes**



- The data file
   extraction attributes
   for the New Year(s)
   display in the table
   below.
- 2. Select Next.

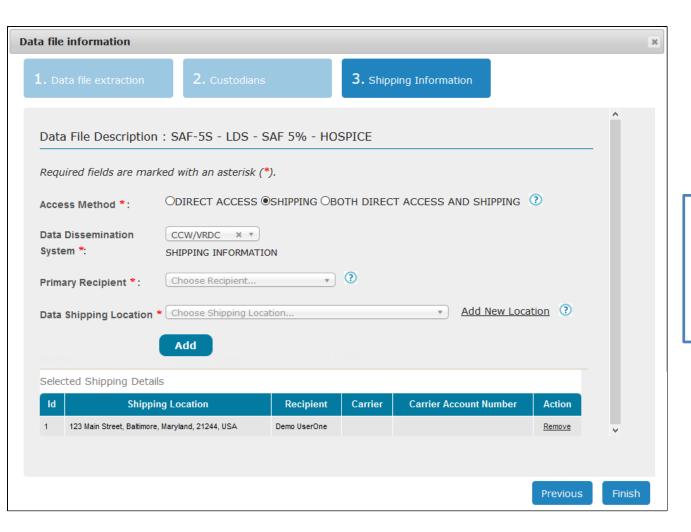
#### **View Custodian(s) for Existing Data Files**



- 1. **Custodians** tab displays.
- The Organization, Custodian Location, and Custodians with their Email and Phone are displayed as view-only in the table.
- 3. Select Next.

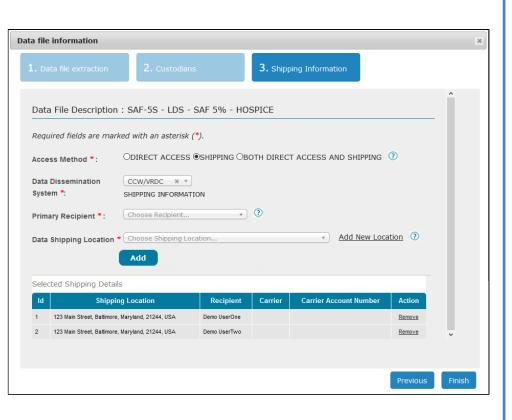
- The Custodians are automatically populated from the Custodian(s)/DESY Users page.
- You can add other Custodian(s) from the Custodian(s) page.
- You must have at least one (1)
   Custodian on the DUA.

#### Edit DUA: Edit Existing Data File(s) Shipping Information



The **Shipping Information** tab on the **Data file information** screen displays with the file's original shipping information.

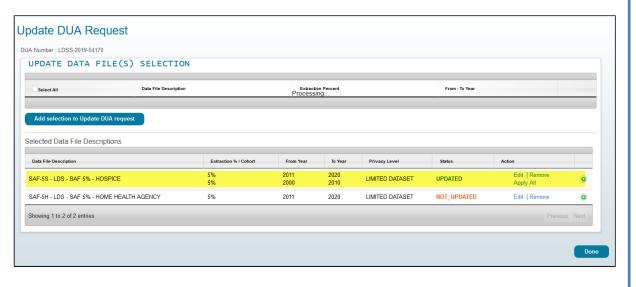
#### Edit DUA: Edit Existing Data File(s) Shipping Information



- 1. You can make the following changes if needed:
  - Remove existing Shipping Details from the table or Add new Shipping Details.
  - Change the Access Method or leave the default Shipping selected if you are unsure which method to select.
  - Change the Data Dissemination System.
     Leave the default CCW/VRDC selected if you are not sure which data dissemination system to select.
  - Change/Add the **Primary Recipient**.
  - Change/Add the Data Shipping Location.
  - Change/Add Carrier.
- Select the Finish button.

**Note:** In this example, an additional Recipient was added.

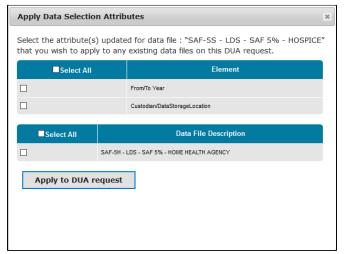
#### Edit DUA: Existing Data File(s) Attribute Updates Completed



- The first file's status is Updated.
- Select the Apply All link to apply From/To Years information to all or some of the remaining files <u>or</u>
- 3. Select the **Edit** link to enter attributes for each file.
- 4. Select **Done**.

- You can select the Remove link to remove files from the table.
- The Apply All link will only display if the DUA has multiple files. It displays once data file attributes for the first data file selection have been completed.

#### Edit DUA: Apply First Data File Attributes to All Existing Data File(s)

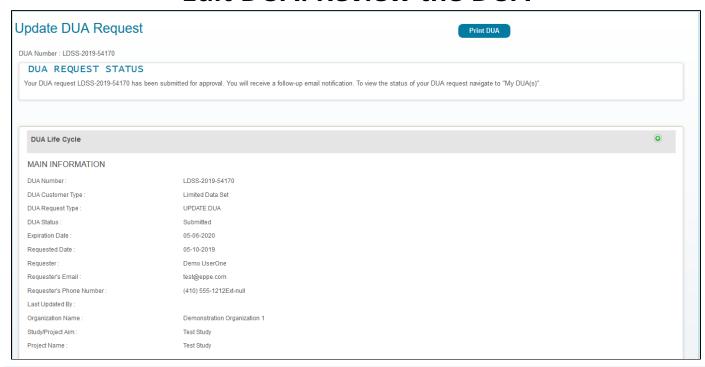


- 1. The **Apply Data Selection Attributes** pop-up displays.
- 2. Select the **Element Select All** check box to select all elements or **Select** individual element(s).
- Select the Data File Description Select All check box to select all data files or Select individual data file(s).
- Select the Apply to DUA request button.

**Note:** When using the **Apply All** feature on **Existing** data files, all or selected attributes (From/To Year and Custodian/DataStorageLocation as applicable) and **Data Dissemination System** information will be applied to the selected files.

## REVIEW & SUBMIT UPDATED LDS DUA

#### **Edit DUA: Review the DUA**

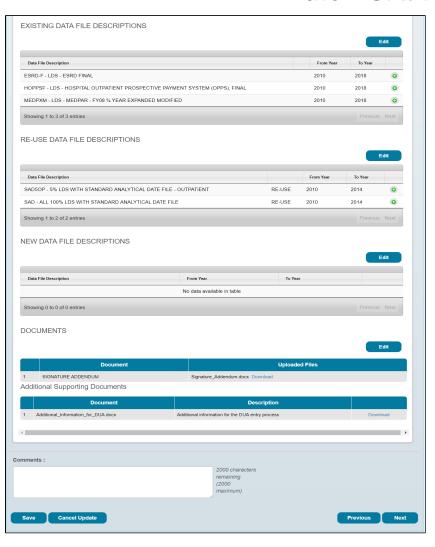


This first half of the **Review** screen displays the following sections of the DUA:

- DUA Life Cycle (select green plus icon)
- Main Information
- Collaborating Organization(s)
- Custodian(s)/DESY User(s)

Note: For better legibility, the image is being displayed on two (2) slides.

#### **Edit DUA: Review the DUA**



- 1. The second half of the **Update DUA Request**Review screen is displayed here with the
  following editable sections:
  - Existing Data File Descriptions
  - Re-Use Data File Descriptions
  - New Data File Descriptions
  - Documents
  - Comments
- Select the **Next** button when you have finished your updates and entered your comments.

- If you were unable to select certain file(s) for re-use, please add a comment that includes the data file name(s) and the DUA(s) from which you are re-using them.
- Comments are required for all Update DUAs.

#### **Accept Terms & Conditions and Submit the DUA**

#### Update DUA Request

DUA Number: LDSS-2019-54170

#### TERMS & CONDITIONS

This Agreement governs the requesting organization's ("you/your") receipt and use of data from the Centers for Medicare & Medicaid Services ("CMS"), a component of the U.S. Department of Health and Human Services ("HHS"). This Agreement covers the CMS data files you requested and the corresponding purposes for their use, as specified in the Enterprise Privacy Policy Engine ("EPPE") system.

CMS agrees to provide you with the data files specified in the DUA Request, which reside in a CMS Privacy Act System of Records ("SOR"). In exchange, you agree to: (a) pay any applicable fees; (b) use the data only for purposes that support your study, research, or project, as specified in the DUA Request, which CMS has determined to be valuable in helping CMS monitor, manage, and improve the Medicare and Medicaid programs and/or services provided to beneficiaries; and (c) to ensure the integrity, security, and confidentiality of the data by complying with the terms of this Agreement and any applicable law(s), including the Privacy Act (5 U.S.C. §552a) and Privacy Rule of the Health Insurance Portability and Accountability Act (HIPAA [45 C.F.R. Subpart C, Parts 160 and Part 164, Subparts A and E]). This Agreement is intended to: (a) secure data that reside in a CMS Privacy Act SOR; (b) ensure the integrity, security, and confidentiality of information maintained by CMS; and (c) permit appropriate disclosure and use of such data as permitted by law.

1. This Agreement addresses the conditions under which CMS will release and you will obtain, use, reuse, and disclose the CMS data files specified in the DUA Request. This Agreement also pertains to and covers any derivative files which may contain direct individual identifiers or elements that can be used in concert with other information to identify individuals. For all data released under this Agreement, the legal clauses contained herein supersede any and all agreements between you and CMS, and preempts and overrides any instructions, directions, agreements, or other understandings pertaining to any grant award or prior communication with HHS (or any of its components).

The terms of this Agreement can be changed only by a written modification to this Agreement or through adoption of a new agreement. Any instructions or interpretations issued to you concerning this Agreement or the data specified in the DUA Request are not considered valid unless issued in writing by the appropriate CMS representative associated with the project (e.g. Contracting Officer's Representative/Government Task Leader, Program Office. System Manager, etc.).

- 2. You agree that CMS retains all ownership rights to the data files specified in the DUA Request, and that you do not obtain any right, title, or interest in any of the data released by CMS.
- 3. You represent that the data files covered by this Agreement will be used solely for the purposes described in the DUA Request. In releasing the data files, CMS relies upon such representation.

You represent that the facts and statements made in any study, research protocols, or project plans listed in the DUA Request are complete and accurate. You also represent that said study protocols or project plans, which have been approved by CMS or another appropriate entity as CMS may determine, represent the total uses for which you will use the released data files.

You agree not to disclose, use, or reuse the data covered by this Agreement, except: (a) as specified in an Attachment uploaded to the DUA Request; (b) as authorized by CMS; or (c) as otherwise required by law. You also agree not to sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement, unless you receive express permission from CMS.

You affirm that the requested data is the minimum necessary to achieve the purposes covered by this Agreement. You agree that, within your organization and the organization of your agents, access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the specified purposes (i.e., individual's access to the data will be on a need-to-know basis).

4. You agree that you may retain the files covered by this Agreement as well as any derivative files—including those that directly identify individuals, or that directly identify bidding firms and/or such firms' proprietary, confidential, or specific bidding information, which in concert with other information can be used to identify individuals—until the End Date specified in the DUA Request. If the purposes covered by this Agreement are completed before the specified End Date, you agree to notify CMS within 30 days of completion of those purposes. Upon such notice or the End Date, whichever occurs sooner, you agree to destroy the data in your possession covered by this Agreement and provide certification of disposition of the files identified in the EPPE system within 30 days. You agree not to retain the files covered by this Agreement or any parts of the files after the notice of disposition, unless the appropriate CMS representative overseeing the project grants written authorization. You acknowledge that the End Date is not contingent on any action by CMS.

You understand that you, or CMS, may terminate this Agreement at any time, for any reason, upon 30 days written notice. Upon notice of termination, CMS will cease releasing the requested data files to you, and will notify you to destroy any data files in your possession. Sections 2, 3, 4, 6, 7, 8, 9, 11, 12, and 13 shall survive termination of this Agreement.

5. You agree to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security requirements established by the following documents:

Office of Management and Budget (OMB), "OMB Circular No. A-130, Appendix III—Security of Federal Automated Information Resources," available at https://www.whitehouse.gov/omb/circulars a130 a130appendix iii

National Institute of Standards and Technology (NIST), "Federal Information Processing Standards Publication 200—Minimum Security Requirements for Federal Information and Information Systems," available at http://csrc.nist.gov/publications/fips/go200/FIPS-200-final-march.pdf

The first half of the **Terms & Conditions** screen displays.

**Note:** For better legibility, the image is being displayed on two (2) slides.

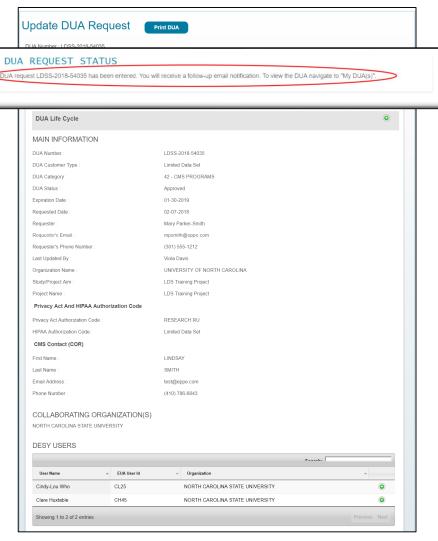
### **Accept Terms & Conditions and Submit the DUA (cont.)**

CMS Office of Information Services, "Acceptable Risk Safeguards, Appendix B—CMSR Moderate Impact Level Data," available at http://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Downloads/ARS\_App\_B\_CMSR\_Moderate.pdf You acknowledge that the use of unsecured telecommunications, including the Internet, to transmit individually identifiable, bidder identifiable, or deducible information derived from the files covered by this Agreement is prohibited. You also agree that the data must not be physically moved, transmitted, or disclosed in any way from or by the site indicated in the DUA Request without written approval from CMS, unless such movement, transmission, or disclosure is required by law 6. You agree to grant physical and/or electronic access to authorized representatives of CMS and/or HHS Office of the Inspector General ("OIG") for inspection of the site indicated in the DUA Request to 7. You agree not to disclose direct findings, listings, or information derived from the files covered by this Agreement with or without identifiers if such findings, listings, or information can by themselves or in combination with other data be used to deduce an individual's identity. Examples of such data elements include, but are not limited to geographic location, age if > 89, sex, diagnosis and procedure, You agree that any use of CMS data in the creation of any document (e.g. manuscript, table, chart, study, report, etc.) concerning the purposes covered by this Agreement—regardless of whether the written product expressly refers to those purposes, CMS, the requested data files, or any data derived from such files—must adhere to CMS' current cell size suppression policy. This policy stipulates that no cell (e.g. admittances, discharges, patients, services, etc.) 10 or less may be displayed. Also, no use of percentages or other mathematical formulas may be used if they result in the display of a cell 10 or less. You agree to abide by these rules, and therefore, will not be required to submit any written documents for CMS review. If you are unsure whether you meet the above criteria, you may submit your written products for CMS review. CMS may withhold approval for publication only if it determines that the format in which data are presented may result in identification of individual 8. You agree that, absent express written authorization from the appropriate CMS representative associated with the project to do so, you shall not attempt to link records included in the files covered by this Agreement to any other individually identifiable source of information. This includes attempts to link the specified data to other CMS data files. CMS approval of study, research, or project protocols covered by this Agreement that include instruction for the linkage of specific files constitutes express authorization from CMS to link files, but only in the manner described in the protocols 9. You understand and agree that you may not reuse original and/or derivative data files without prior written approval from the appropriate CMS representative associated with the project 10. You agree that the Attachments uploaded electronically to the DUA Request are incorporated into this Agreement. 11. You agree that, in the event CMS determines or reasonably believes that you have made or may have made an unauthorized use, reuse, or disclosure of the flies covered by this Agreement or another written authorization from the appropriate CMS representative associated with the project, then CMS—at its sole discretion—may require you to: (a) promptly investigate and report to CMS any of your determinations regarding all alleged or actual unauthorized use, reuse, or disclosure; (b) promptly resolve any problems identified by the investigation; (c) if requested by CMS, submit a formal response to any allegations of unauthorized use, reuse, or disclosure; (d) if requested by CMS, submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses, or disclosures; and/or (e) if requested by CMS, return or destroy the data files covered by this Agreement to CMS, as well as any derivative files containing information from the files released under this Agreement. You understand that as a result CMS' determination or reasonable belief that unauthorized uses, reuses, or disclosures have taken place, CMS may determine a period of time during which You agree to report any breach, loss, or unauthorized disclosure of protected health information (PHI) and/or personally identifiable information (PII) from the CMS data files covered by this Agreemen to the CMS Action Desk by telephone at (410) 786-2850 or by e-mail notification at cms\_it\_service\_desk@cms.hhs.gov within 1 hour and to cooperate fully in the federal security incident process. While CMS retains all ownership rights to the data files, as outlined above, you agree to bear the cost and liability for any breaches of PHI and/or PII from the data files while they are entrusted to you. Furthermore, if CMS determines that the risk of harm requires notification of affected individual persons regarding the security breach and/or other remedies, you agree to carry out these actions 12. You acknowledge that criminal penalties under Section 1106(a) of the Social Security Act (42 U.S.C.§ 1306(a)), including a fine not exceeding \$10,000 or imprisonment not exceeding 5 years, or both may apply to disclosures of information that are covered by Section 1106 and that are not authorized by regulation or by Federal law. You further acknowledge that criminal penalties under the Privacy Act (5 U.S.C. § 552a(i)(3)) may apply if it is determined that the Requester, Custodian, or any individual employed or affiliated therewith, knowingly and willfully obtained the files under false pretenses. Any person found to have violated the above-cited section of the Privacy Act shall be guilty of a misdemeanor and fined not more than \$5,000. Finally, you acknowledge that criminal penalties may be imposed under 18 U.S.C. § 641 if it is determined that you or any individual employed or affiliated therewith, has taken or converted the data files to their own use, or received the data knowing that the files had been stolen or converted. Under such circumstances, they shall be fined under Title 18 or imprisoned not more than 10 years, or both; but if the value of such property does not exceed the sum of \$1,000, they shall be fined under Title 18 or imprisoned not more than 1 year, or both. You acknowledge that in the event of a breach of this Agreement, additional criminal, civil, and/or administrative penalties, assessments, or fines may be determined as applicable by law 13. By clicking "Agree," you attest that you are authorized to legally bind the requesting organization listed in the DUA Request, and agree to all the terms specified herein. Furthermore, you agree to abide by all provisions set out in this Agreement and acknowledge having received notice of potential criminal, civil, and/or administrative penalties for violation of the terms of this Agreement. This attachment supplements the above-referenced Data Use Agreement (DUA) between the Centers for Medicare and Medicaid Services and the User (as set forth in the DUA). Upon execution by both parties, to the extent this Attachment is inconsistent with any terms in the DUA, this Attachment modifies and overrides the DUA. A-1. Use of Data: Users may disseminate research findings on providers or suppliers (including individual physicians) using original or derived information from the files specified in Section 5 of the D provided all findings are limited to patient de-identified data that conform with the HIPAA Privacy Rule's definition of de-identified data at 45 CFR 164.514(b). A-2. Disclosure of Findings: Nothing in the DUA, including but not limited to Section 8, prohibits Users from discussing or reporting on specific providers or suppliers (including individual physicians) in a manner consistent with A-1. ☐ I agree to the terms and conditions above.

- 1. The second half of the **Terms & Conditions** screen displays.
- 2. Select the I agree checkbox.
- 3. Use your browser to print if applicable.
- 4. Select Submit.

**Note:** The **Terms & Conditions** now incorporates **Attachment B** which no longer needs to be submitted as a separate form.

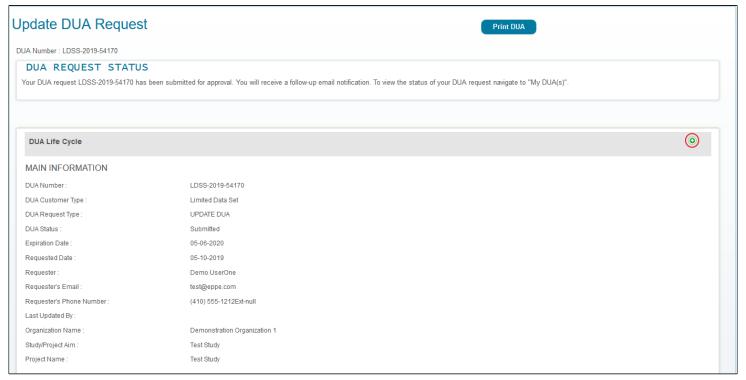
#### **Edit DUA: Submitted Confirmation Message**



- 1. Submission confirmation message is displayed on the **DUA Request Status** screen.
- The DUA will be placed in the Requester's Submitted Queue.
- The LDS DMT will find the DUA in their Pending Action(s) queue.

- Denied updates will be placed in the Approved queue with a Denied entry in the DUA Life Cycle. You can re-submit an update with corrected information on the DUA.
- If payment is required, the DUA will not appear in your Approved queue until the LDS DMT approves it and the Payment Coordinator has confirmed payment.
- If payment is <u>not</u> required, the DUA will not appear in your Approved queue until the LDS DMT approves it.

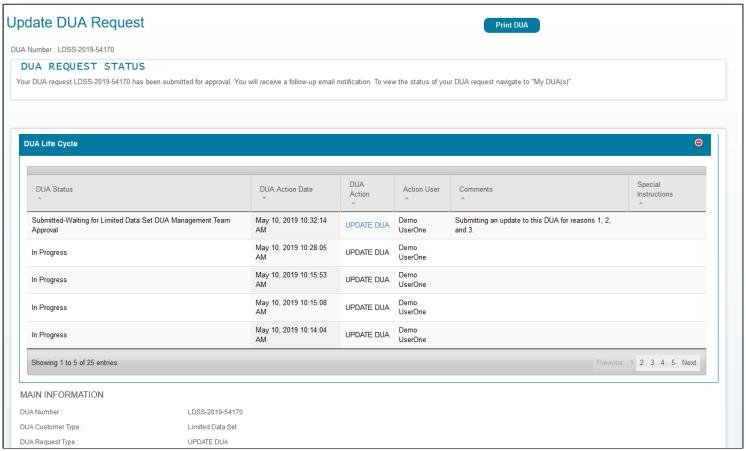
#### **Displaying the DUA Life Cycle**



Select the **Green Plus Sign Icon** to view the **DUA Life Cycle**.

**Note:** Some of your DUAs may have been moved from the **Data Agreement and Data Shipping System (DADSS)** system, which is the DUA tracking system used before EPPE. The **DADSS Comments** section will display any comments entered in that system and only for those DUAs.

### **Status Progressions and Actions Display**

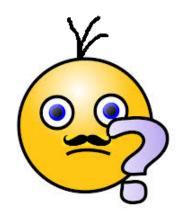


- 1. The **DUA Life Cycle** details display.
- 2. Select the **Next** button to scroll through the life cycle list if applicable.
- 3. Select the **Red Negative Sign** Icon to collapse the **DUA Life Cycle** table.

### DUA Requester – Print DUA

Please refer to the **Print DUA** training module for more information on printing your DUA.

## **EPPE Help Desk Information**



### **EPPE Help Desk Contact Information**

Hours of Operation: Monday – Friday 9:00 AM to 6:00 PM EST 844-EPPE-DUA (844-377-3382)

eppe@cms.hhs.gov

**Note:** For information on policies, forms and other LDS DUA related information, please refer to the <u>Limited Data Set (LDS)</u> page.