



October 23, 2018

NIS/KID/NEDS/NRD APPLICATION KIT

All HCUP Databases and select Supplemental Files may be purchased online through the HCUP Central Distributor.

Please visit www.hcup-us.ahrq.gov/tech_assist/centdist.jsp

NATIONWIDE APPLICATION

The Healthcare Cost and Utilization Project (HCUP) National (Nationwide) Inpatient Sample (NIS), Kids' Inpatient Database (KID), Nationwide Emergency Department Sample (NEDS), and Nationwide Readmissions Database (NRD) are available through the HCUP Central Distributor under the auspices of the Agency for Healthcare Research and Quality (AHRQ). The Nationwide Databases exclude data elements that could directly or indirectly identify individuals. Access to the files is open to users who sign a Data Use Agreement (DUA). Users must agree to use the database only for research and statistical purposes, to make no attempts to identify individuals, and to comply with all other provisions and restrictions of the DUA. Your information will be used only to evaluate your application, fulfill your order, and to follow up in the event of a DUA violation.

For information on the Nationwide Databases, see the "Overview" documents at <https://www.hcup-us.ahrq.gov/databases.jsp>.

Directions to complete the NIS/KID/NEDS/NRD Application:

NOTE: This hard copy application is provided as a courtesy for purchasers who are unable to use the online HCUP Central Distributor to create and submit applications electronically. To facilitate the application process, please consider using the online Central Distributor, accessible through the HCUP-US Web site (www.hcup-us.ahrq.gov/).

If you must use this hard copy application to order HCUP databases, be aware that –

- All information will be entered and tracked in the online system by HCUP Central Distributor staff. HCUP data users do not have an option for non-electronic storage of their information.
- If you have an existing account with the online HCUP Central Distributor, this order will be added to your record.
- If you do not have an existing account, one will be created for you. You will be notified via email if a new account is created for you.
- You will be notified via email about the status of your application.
- You will be notified via email when your Nationwide databases are ready for digital download. You must log-in to your account to access these files.

1. Print or type all responses. Complete all applicable parts of this application.
2. Complete the Applicant Information section (Part I, page 2)
3. Select the HCUP Databases you are requesting (Part II, pages 3–7)
4. Determine the Total Payment Due and Select Payment Method (Part III, page 8).
5. Read and sign the Responsibilities of the Data Purchaser form (Part IV, page 10).
6. Read and sign the Indemnification Clause (Part V, page 11).
7. Complete the online HCUP Data Use Agreement Training Tool and provide your Certification Code (Part VI, page 12).
8. Read and sign the Data Use Agreement for Nationwide Databases (14-17).
9. Submit the completed application (pages 2–17):

HCUP Central Distributor
Social & Scientific Systems, Inc.
8757 Georgia Avenue, 12th Floor
Silver Spring, MD 20910
Telephone: (866) 556-4287 (toll free)
Fax: (866) 792-5313 (toll free)

Applications cannot be accepted via email.

Part I: Applicant Information

NOTE: Your email address is your username in the online HCUP Central Distributor.

- If you do not have an existing account with the online HCUP Central Distributor, one will be created for you. If an account is created for you, you will be notified via email.
- If you have an existing account with the online HCUP Central Distributor, this order will be added to your record.
- Notifications about your account and order status will be sent to this email address from Do-Not-Reply-HCUPDistributor@s-3.com.
- You will need to log-in to your account to access all downloadable Nationwide Databases.

E-mail Address: _____

Applicant Name: _____

Position/Title: _____

Organization (include Branch, Division, Department): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax: _____

Part II: Selection of HCUP Databases

Nationwide Databases are delivered via secure digital download. Each Nationwide Database product file is compressed and encrypted for secure delivery. For detailed information about the file contents, structure, format, and guidelines for working with HCUP data products, refer to the database documentation found online at www.hcup-us.ahrq.gov/databases.jsp.

For specific price information, please see the price sheet below. The prices of the NIS, KID, NEDS, and NRD have been set to cover the costs associated with disseminating these files to data requesters. Students may purchase any Nationwide Database at a discounted price. Students must demonstrate that they are a current student by providing: (1) a copy of a valid student ID, OR (2) a letter of verification from the registrar's office, a professor, or the program director.

If you have questions or want more information, please contact the HCUP Central Distributor by toll-free telephone (866-556-4287), toll-free fax (866-792-5313), or by e-mail at HCUPDistributor@AHRQ.gov.

Section I. Select National (Nationwide) Inpatient Sample (NIS)

Database	Content/Size	Price
NIS, 2016	1 year of data, in compressed, encrypted 760 MB product file	<input type="checkbox"/> \$ 625 All Others <input type="checkbox"/> \$ 125 Students
NIS, 2015	1 year of data, in compressed, encrypted 760 MB product file	<input type="checkbox"/> \$ 500 All Others <input type="checkbox"/> \$ 100 Students
NIS, 2014	1 year of data, in compressed, encrypted 760 MB product file	<input type="checkbox"/> \$ 500 All Others <input type="checkbox"/> \$ 100 Students
NIS, 2013	1 year of data, in compressed, encrypted 760 MB product file	<input type="checkbox"/> \$ 350 All Others <input type="checkbox"/> \$ 100 Students
NIS, 2012	1 year of data, in compressed, encrypted 767 MB product file	<input type="checkbox"/> \$ 350 All Others <input type="checkbox"/> \$ 50 Students
NIS, 2011	1 year of data, in compressed, encrypted 857 MB product file	<input type="checkbox"/> \$ 350 All Others <input type="checkbox"/> \$ 50 Students
NIS, 2010	1 year of data, in compressed, encrypted 827 MB product file	<input type="checkbox"/> \$ 350 All Others <input type="checkbox"/> \$ 50 Students
NIS, 2009	1 year of data, in compressed, encrypted 828 MB product file	<input type="checkbox"/> \$ 350 All Others <input type="checkbox"/> \$ 50 Students
NIS, 2008	1 year of data, in compressed, encrypted 864 MB product file	<input type="checkbox"/> \$ 350 All Others <input type="checkbox"/> \$ 50 Students
NIS, 2007	1 year of data, in compressed, encrypted 964 MB product file	<input type="checkbox"/> \$ 350 All Others <input type="checkbox"/> \$ 50 Students
NIS, 2006	1 year of data, in compressed, encrypted 1033 MB product file	<input type="checkbox"/> \$ 200 All Others <input type="checkbox"/> \$ 20 Students
NIS, 2005	1 year of data, in compressed, encrypted 956 MB product file	<input type="checkbox"/> \$ 200 All Others <input type="checkbox"/> \$ 20 Students
NIS, 2004	1 year of data, in compressed, encrypted 970 MB product file	<input type="checkbox"/> \$ 200 All Others <input type="checkbox"/> \$ 20 Students
NIS, 2003	1 year of data, in compressed, encrypted 936 MB product file	<input type="checkbox"/> \$ 200 All Others <input type="checkbox"/> \$ 20 Students
NIS, 2002	1 year of data, in compressed, encrypted 893 MB product file	<input type="checkbox"/> \$ 200 All Others <input type="checkbox"/> \$ 20 Students

Database	Content/Size	Price	
NIS, 2001	1 year of data, in compressed, encrypted 550 MB product file	<input type="checkbox"/> \$ 200	All Others
		<input type="checkbox"/> \$ 20	Students
NIS, 2000	1 year of data, in compressed, encrypted 539 MB product file	<input type="checkbox"/> \$ 200	All Others
		<input type="checkbox"/> \$ 20	Students
NIS, 1999	1 year of data, in compressed, encrypted 516 MB product file	<input type="checkbox"/> \$ 160	All Others
		<input type="checkbox"/> \$ 20	Students
NIS, 1998	1 year of data, in compressed, encrypted 489 MB product file	<input type="checkbox"/> \$ 160	All Others
		<input type="checkbox"/> \$ 20	Students
NIS, Release 6, 1997	1 year of data, in compressed , encrypted 519 MB product file	<input type="checkbox"/> \$ 160	All Others
		<input type="checkbox"/> \$ 20	Students
NIS, Release 5, 1996	1 year of data, in compressed, encrypted 448 MB product file	<input type="checkbox"/> \$ 160	All Others
		<input type="checkbox"/> \$ 20	Students
NIS, Release 4, 1995	1 year of data, in compressed, encrypted 455 MB product file	<input type="checkbox"/> \$ 160	All Others
		<input type="checkbox"/> \$ 20	Students
NIS, Release 3, 1994	1 year of data, in compressed, encrypted 421 MB product file	<input type="checkbox"/> \$ 160	All Others
		<input type="checkbox"/> \$ 20	Students
NIS, Release 2, 1993	1 year of data, in compressed, encrypted 439 MB product	<input type="checkbox"/> \$ 160	All Others
		<input type="checkbox"/> \$ 20	Students
NIS, Release 1, 1988–1992	5 years of data, in compressed, encrypted 1,577 MB product file	<input type="checkbox"/> \$ 322	All Others
		<input type="checkbox"/> \$ 20	Students
TOTAL NIS DATA COST: Calculate total cost for all NIS files requested. See Part IV (page 8) for instructions on determining the total payment due:			

Section II. Select Kids' Inpatient Databases (KID)

Database	Content/Size	Price
KID, 2016	1 year of data, in compressed, encrypted 234 MB product file	<input type="checkbox"/> \$ 500 All Others <input type="checkbox"/> \$ 100 Students
KID, 2012	1 year of data, in compressed, encrypted 234 MB product file	<input type="checkbox"/> \$ 350 All Others <input type="checkbox"/> \$ 50 Students
KID, 2009	1 year of data, in compressed, encrypted 286 MB product file	<input type="checkbox"/> \$ 350 All Others <input type="checkbox"/> \$ 50 Students
KID, 2006	1 year of data, in compressed, encrypted 318 MB product file	<input type="checkbox"/> \$ 200 All Others <input type="checkbox"/> \$ 20 Students
KID, 2003	1 year of data, in compressed, encrypted 272 MB product file	<input type="checkbox"/> \$ 200 All Others <input type="checkbox"/> \$ 20 Students
KID, 2000	1 year of data, in compressed, encrypted 131 MB product file	<input type="checkbox"/> \$ 200 All Others <input type="checkbox"/> \$ 20 Students
KID, 1997	1 year of data, in compressed, encrypted 70 MB product file	<input type="checkbox"/> \$ 200 All Others <input type="checkbox"/> \$ 20 Students
TOTAL KID DATA COST: Calculate total cost for all KID files requested. See Part IV (page 8) for instructions on determining the total payment due:		

Section III. Select Nationwide Emergency Department Sample (NEDS)

Database	Media/structure	Price
NEDS, 2016	1 year of data, in compressed, encrypted 1517 MB product file	<input type="checkbox"/> \$ 1000.00 All Others <input type="checkbox"/> \$ 200.00 Students
NEDS, 2015	1 year of data, in compressed, encrypted 1517 MB product file	<input type="checkbox"/> \$ 750.00 All Others <input type="checkbox"/> \$ 150.00 Students
NEDS, 2014	1 year of data, in compressed, encrypted 1517 MB product file	<input type="checkbox"/> \$ 750.00 All Others <input type="checkbox"/> \$ 150.00 Students
NEDS, 2013	1 year of data, in compressed, encrypted 1517 MB product file	<input type="checkbox"/> \$ 500.00 All Others <input type="checkbox"/> \$ 150.00 Students
NEDS, 2012	1 year of data, in compressed, encrypted 2 GB product file	<input type="checkbox"/> \$ 500.00 All Others <input type="checkbox"/> \$ 75.00 Students
NEDS, 2011	1 year of data, in compressed, encrypted 1415 MB product file	<input type="checkbox"/> \$ 500.00 All Others <input type="checkbox"/> \$ 75.00 Students
NEDS, 2010	1 year of data, in compressed, encrypted 1391 MB product file	<input type="checkbox"/> \$ 500.00 All Others <input type="checkbox"/> \$ 75.00 Students
NEDS, 2009	1 year of data, in compressed, encrypted 1463 MB product file	<input type="checkbox"/> \$ 500.00 All Others <input type="checkbox"/> \$ 75.00 Students
NEDS, 2008	1 year of data, in compressed, encrypted 1387 MB product file	<input type="checkbox"/> \$ 500.00 All Others <input type="checkbox"/> \$ 75.00 Students
NEDS, 2007	1 year of data, in compressed, encrypted 1178 MB product file	<input type="checkbox"/> \$ 500.00 All Others <input type="checkbox"/> \$ 75.00 Students
NEDS, 2006	1 year of data, in compressed, encrypted 988 MB product file	<input type="checkbox"/> \$ 500.00 All Others <input type="checkbox"/> \$ 75.00 Students
TOTAL NEDS DATA COST: Calculate total cost for all NEDS files requested. See Part IV (page 8) for instructions on determining the total payment due:		

Section IV. Select Nationwide Readmissions Databases (NRD)

Database	Media/structure	Price
NRD, 2016	1 year of data, in compressed, encrypted 2 KB product file	<input type="checkbox"/> \$ 1000 All Others <input type="checkbox"/> \$ 200 Students
NRD, 2015	1 year of data, in compressed, encrypted 2 KB product file	<input type="checkbox"/> \$ 1000 All Others <input type="checkbox"/> \$ 200 Students
NRD, 2014	1 year of data, in compressed, encrypted 2 KB product file	<input type="checkbox"/> \$ 750 All Others <input type="checkbox"/> \$ 150 Students
NRD, 2013	1 year of data, in compressed, encrypted 2 KB product file	<input type="checkbox"/> \$ 500 All Others <input type="checkbox"/> \$ 150 Students
NRD, 2012	1 year of data, in compressed, encrypted 2 KB product file	<input type="checkbox"/> \$ 500 All Others <input type="checkbox"/> \$ 75 Students
NRD, 2011	1 year of data, in compressed, encrypted 2 KB product file	<input type="checkbox"/> \$ 500 All Others <input type="checkbox"/> \$ 75 Students
NRD, 2010	1 year of data, in compressed, encrypted 2 KB product file	<input type="checkbox"/> \$ 500 All Others <input type="checkbox"/> \$ 75 Students
TOTAL NRD DATA COST: Calculate total cost for all NRD files requested. See Part IV (page 8) for instructions on determining the total payment due:		

Part III: Determine the Total Payment Due and Select Payment Method

Total Payment Due

If you need help determining the payment due, submit the completed application (pages 2–17), without payment, to the *HCUP Central Distributor* and request an invoice. An itemized invoice stating the total payment due, including taxes for applicants in Maryland and North Carolina, will be sent to you by fax or e-mail. Note that the HCUP Central Distributor collects taxes only from applicants in Maryland and North Carolina. All other applicants are responsible for determining tax liability and remitting taxes directly to State and local taxing authorities.

TOTAL PAYMENT DUE	
Total NIS Data Cost From Section I:	\$ _____
Total KID Data Cost From Section II:	\$ _____
Total NEDS Data Cost From Section III:	\$ _____
Total NRD Data Cost From Section IV:	\$ _____
Tax (MD & NC applicants only):	\$ _____
Total Payment Due:	\$ _____

Orders will not be filled until the completed application and full payment have been received.

Payment Methods

The HCUP Central Distributor accepts purchase orders, and payment may be made by major credit card, check, or wire transfer. Databases will not be shipped until payment is received.

Purchase orders may be paid by check or credit card. Please contact the Central Distributor by phone, fax, or at the mailing address below; do not email credit card information. **Wire transfer** information may be submitted to the Central Distributor by phone, fax, or to the mailing address below. Do not email wire transfer information.

Paying by Credit Card

Visa and MasterCard are accepted. Your credit card is not charged until the day your order is shipped. A credit card receipt for your purchase is included with the order.

Credit card information is accepted **only by** the Central Distributor's toll-free fax (866-792-5313), toll-free telephone (866-556-4287) or mail (see address below). **PLEASE DO NOT SEND CREDIT CARD**

INFORMATION BY E-MAIL. If you would like to fax or mail the information, complete items 1–10 of the Credit Card Payment form on the next page and submit it with your itemized invoice or completed application to the following address:

HCUP Central Distributor
Social & Scientific Systems, Inc.
8757 Georgia Avenue, 12th Floor
Silver Spring, MD 20910
Toll-free Fax: (866) 792-5313

If you prefer to provide your credit card information by telephone, please call toll free (866) 556-4287 between 9 a.m. and 5 p.m. Eastern Time.

Paying by Check

Checks should be made payable to *Social & Scientific Systems, Inc.* Mail a check for the total payment due with your itemized invoice or completed application to the address listed above.

To pay by credit card, complete items 1–10 of this form and submit it via the Central Distributor's toll-free fax (866-792-5313), toll-free telephone (866-556-4287) or mail (see address on previous page).

2. Individual/Company Name: _____

Please list the names on the credit card exactly as they are shown on the card.

5. Amount:

7. Expiration Date: _____

8. Credit Card Billing Address:

9. City, State & Zip Code:

10. Customer Signature:

Verbal Authorization For Signature:	Yes	No
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Person Requesting Credit Card Processing: _____

Requester's Phone Number And Extension: _____

Project Code Number: _____

Date Processed: _____ **Invoice Numbers Paid:** _____

Project Code: _____

Input By: _____

Part IV: Responsibilities of the Data Purchaser

All users of HCUP data must agree to the terms of the HCUP Data Use Agreement. Being the data purchaser carries additional responsibilities to which you must agree.

In order to facilitate your data request, please confirm your understanding of the following:

1. Data Custodian: Unless otherwise designated and agreed upon by AHRQ, the data purchaser is considered the “data custodian” of HCUP data. The data custodian is responsible for ensuring that the HCUP data are kept secured, that only authorized users have access to the data, and that HCUP data are used in a way that is consistent with the Data Use Agreement.

2. Data Access by Others: The data custodian is responsible for obtaining proof of Data Use Agreement (DUA) training and signed HCUP DUAs from anyone who has access to the data or output that contains small cell sizes, individual records, or identifies hospitals. Training completion certificates and DUAs must be sent to the HCUP Central Distributor before access is granted to these individuals.

The data custodian is held accountable for the proper use of the HCUP data that they have purchased, even by other individuals to whom they have given access. As a result, the data custodian is also responsible for any possible misuse of the data (unintended or otherwise) along with the data user.

3. Statement of Intended Use: A “Statement of Intended Use” is required for all requests for State Databases (i.e., SID, SASD, SEDD). The “Statement of Intended Use” submitted with your order must include enough information for AHRQ to understand the subject area of interest, how the data will be used, intended audiences, and anticipated end-products (e.g., tables and charts, internal reports, peer-review journal articles). Exploratory use is permissible, but this should be made clear in the “Statement of Intended Use.”

4. New Projects: Each application and approval for State-level data is project-specific. If the data (i.e., SID, SASD, SEDD) will be used for a purpose other than that originally approved, or as concrete projects emerge from approved exploratory work, the data custodian must submit a “Re-use Request” to the HCUP Central Distributor for review and approval by AHRQ before work may begin on the new project. (This form may be found at www.hcup-us.ahrq.gov/tech_assist/centdist.jsp.)

Signed: _____ Date: _____

By signing this document, I acknowledge I have read, understand, and will comply with the Responsibilities of the Data Purchaser.

Part V: Indemnification Clause

The Purchaser otherwise known as the Data Recipient ("Recipient") shall, to the extent permitted by Federal and State law, indemnify and hold Truven Health Analytics LLC, an IBM Company ("Truven Health") and its directors, officers, employees, agents, affiliates and subsidiaries harmless from any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and costs) arising out of any claim arising from any third party regarding Recipient's use, sharing or other disposition of the HCUP Data, as defined below. This includes but is not limited to any or some combination of the several States comprising the United States of America and/or the Government of the United States of America, concerning Recipient's use of the NIS, KID, NEDS, NRD, SID, SASD, or SEDD data ("HCUP Data") provided by Truven Health. Recipient agrees that Truven Health shall not be liable to Recipient for any reason whatsoever arising out of the HCUP Data or the Recipient's use of the HCUP Data.

The Data Recipient ("Recipient") shall, to the extent permitted by Federal and State law, indemnify and hold Social & Scientific Systems, Inc. (SSS) and its affiliates and their respective officers, directors, employees and agents harmless from any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and costs) arising out of any claim arising from any third parties, including but not limited to any or some combination of the several States comprising the United States of America and/or the Government of the United States of America, concerning Recipient's use of the HCUP Data provided by SSS. Further, Recipient agrees that SSS shall not be liable to Recipient for any reason whatsoever arising out of the HCUP Data or the Recipient's use of the HCUP Data.

Signed: _____ Date: _____

Part VI: HCUP Data Use Agreement Training

Because of the sensitive nature of the data contained in the Healthcare Cost and Utilization Project (HCUP) databases, there is a continued need to reinforce the safeguards and restrictions placed on use of the data. All data purchasers and users of HCUP data must complete the HCUP Data Use Agreement (DUA) Training Tool. This course emphasizes the importance of data protection, helps to reduce the risk of inadvertent violations, and describes your individual responsibility when using HCUP data. The course will take approximately 15 minutes to complete and you will not be required to take it more than once.

If you have not previously completed the HCUP DUA Training Tool, please go to the HCUP-US website at www.hcup-us.ahrq.gov/tech_assist/dua.jsp, complete the online HCUP DUA Training Tool, and enter the certification number at the end of the course in the space provided below.

HCUP DUA Training Tool Certification Code _____

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DATA USE AGREEMENT for the Nationwide Databases from the Healthcare Cost and Utilization Project Agency for Healthcare Research and Quality

This Data Use Agreement (“Agreement”) governs the disclosure and use of data in the HCUP Nationwide Databases from the Healthcare Cost and Utilization Project (HCUP) which are maintained by the Center for Delivery, Organization, and Markets (CDOM) within the Agency for Healthcare Research and Quality (AHRQ). The HCUP Nationwide databases include the National (Nationwide) Inpatient Sample (NIS), Kids’ Inpatient Database (KID), Nationwide Emergency Department Sample (NEDS), and Nationwide Readmissions Database (NRD). Any person (“the data recipient”) seeking permission from AHRQ to access HCUP Nationwide Databases must sign and submit this Agreement to AHRQ or its agent, and complete the online Data Use Agreement Training Course at www.hcup-us.ahrq.gov, as a precondition to the granting of such permission.

Section 944(c) of the Public Health Service Act (42 U.S.C. 299c-3(c)) (“the AHRQ Confidentiality Statute”), requires that data collected by AHRQ that identify individuals or establishments be used only for the purpose for which they were supplied. Pursuant to this Agreement, data released to AHRQ for the HCUP Databases are subject to the data standards and protections established by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (P.L. 104-191) and implementing regulations (“the Privacy Rule”). Accordingly, HCUP Databases may only be released in “limited data set” form, as that term is defined by the Privacy Rule, 45 C.F.R. § 164.514(e). HCUP data may only be used by the data recipient for research which may include analysis and aggregate statistical reporting. AHRQ classifies HCUP data as protected health information under the HIPAA Privacy Rule, 45 C.F.R. § 160.103. By executing this Agreement, the data recipient understands and affirms that HCUP data may only be used for the prescribed purposes, and consistent with the following standards:

No Identification of Persons—The AHRQ Confidentiality Statute prohibits the use of HCUP data to identify any person (including but not limited to patients, physicians, and other health care providers). The use of HCUP Databases to identify any person constitutes a violation of this Agreement and may constitute a violation of the AHRQ Confidentiality Statute and the HIPAA Privacy Rule. This Agreement prohibits data recipients from releasing, disclosing, publishing, or presenting any individually identifying information obtained under its terms. AHRQ omits from the data set all direct identifiers that are required to be excluded from limited data sets as consistent with the HIPAA Privacy Rule. AHRQ and the data recipient(s) acknowledge that it may be possible for a data recipient, through deliberate technical analysis of the data sets and with outside information, to attempt to ascertain the identity of particular persons. Risk of individual identification of persons is increased when observations (i.e., individual discharge records) in any given cell of tabulated data is ≤ 10 . This Agreement expressly prohibits any attempt to identify individuals, including by the use of vulnerability analysis or penetration testing. In addition, methods that could be used to identify individuals directly or indirectly shall not be disclosed, released, or published. Data recipients shall not attempt to contact individuals for any purpose whatsoever, including verifying information supplied in the data set. Any questions about the data must be referred exclusively to AHRQ. By executing this Agreement, the data recipient understands and agrees that actual and considerable harm will ensue if he or she attempts to identify individuals. The data recipient also understands and agrees that actual and considerable harm will ensue if he or she intentionally or negligently discloses, releases, or publishes information that identifies individuals or can be used to identify individuals.

Use of Establishment Identifiers—The AHRQ Confidentiality Statute prohibits the use of HCUP data to identify establishments unless the individual establishment has consented. Permission is obtained from the HCUP data sources (i.e., state data organizations, hospital associations, and data consortia) to use the identification of hospital establishments (when such identification appears in the data sets) for research, analysis, and aggregate statistical reporting. This may include linking institutional information from outside data sets for these purposes. Such purpose does *not* include the use of information in the data sets concerning individual establishments for commercial or competitive purposes involving those individual establishments, or to determine the rights, benefits, or privileges of establishments. Data recipients are prohibited from identifying

establishments directly or by inference in disseminated material. In addition, users of the data are prohibited from contacting establishments for the purpose of verifying information supplied in the data set. Any questions about the data must be referred exclusively to AHRQ. Misuse of identifiable HCUP data about hospitals or any other establishment constitutes a violation of this Agreement and may constitute a violation of the AHRQ Confidentiality Statute.

The undersigned data recipients provide the following affirmations concerning HCUP data:

Protection of Individuals

- I will not release or disclose, and will take all necessary and reasonable precautions to prohibit others from releasing or disclosing, any information that directly or indirectly identifies persons. This includes attempts to identify individuals through the use of vulnerability analysis or penetration testing.
- I acknowledge that the release or disclosure of information where the number of observations (i.e., individual discharge records) in any given cell of tabulated data is ≤ 10 can increase the risk for identification of persons. I will consider this risk and avoid publication of a cell containing a value of 1 to 10.
- I will not attempt to link, and will prohibit others from attempting to link, the discharge records of persons in the data set with individually identifiable records from any other source.
- I will not attempt to use and will take all necessary and reasonable precautions to prohibit others from using the data set to contact any persons in the data for any purpose.

Protection of Establishments

- I will not publish or report, through any medium, data that could identify individual establishments directly or by inference.
- When the identities of establishments are not provided in the data sets, I will not attempt to use and will take all necessary and reasonable precautions to prohibit others from using the data set to learn the identity of any establishment.
- I will not use and will take all necessary and reasonable precautions to prohibit others from using the data set concerning individual establishments: (1) for commercial or competitive purposes involving those individual establishments; or (2) to determine the rights, benefits, or privileges of individual establishments.
- I will not contact and will take all necessary and reasonable precautions to prohibit others from contacting establishments identified in the data set to question, verify, or discuss data in the HCUP databases.
- I acknowledge that the HCUP NIS, KID, and NRD may contain data elements from proprietary restricted computer software (e.g., 3M™ APR DRGs) supplied by private vendors to AHRQ for the sole purpose of supporting research and analysis with the HCUP NIS, KID, and NRD. While I may freely use these data elements in my research work using the HCUP NIS, KID, and NRD I agree that I will not use and will prohibit others from using these proprietary data elements for any commercial purpose. In addition, I will enter into a separate agreement with the appropriate organization or firm for the right to use such proprietary data elements for commercial purposes. In particular, I agree not to disassemble, decompile, or otherwise reverse-engineer the proprietary software, and I will prohibit others from doing so.

Limitations on the Disclosure of Data and Safeguards

- I acknowledge and affirm that I am personally responsible for compliance with the terms of this Agreement, to the exclusion of any other party, regardless of such party's role in sponsoring or funding the research that is the subject of this Agreement.

- I will only allow access to HCUP Nationwide data to those who have become authorized users of the HCUP data by signing a copy of this Data Use Agreement and completing the online Data Use Agreement Training Course at www.hcup-us.ahrq.gov. Before granting any individual access to the data set, I will submit the signed data use agreements to the address at the end of this Agreement.
- I will not use or disclose and I will prohibit others from using or disclosing the data set, or any part thereof, except for research, analysis, and aggregate statistical reporting, and only as permitted by this Agreement.
- I will not redistribute HCUP data by posting on any Website or other publicly-accessible online repository.
- I will ensure that the data are kept in a secured environment and that only authorized users will have access to the data.
- I acknowledge and affirm that interpretations, conclusions, and/or opinions that I reach as a result of my analyses of the data sets are my interpretations, conclusions, and/or opinions, and do not constitute the findings, policies, or recommendations of the U.S. Government, the U.S. Department of Health and Human Services, or AHRQ.
- I agree to acknowledge in all reports based on these data that the source of the data is the “National Inpatient Sample (NIS), Healthcare Cost and Utilization Project (HCUP), Agency for Healthcare Research and Quality.” Substitute “Nationwide Inpatient Sample (NIS)” (if using data prior to 2012), “Kids’ Inpatient Database (KID),” “Nationwide Emergency Department Sample (NEDS),” or “Nationwide Readmissions Database (NRD)” as appropriate.
- I will indemnify, defend, and hold harmless AHRQ and the data organizations that provide data to AHRQ for HCUP from any or all claims and losses accruing to any person, organizations, or other legal entity as a result of violation of this Agreement. This provision applies only to the extent permitted by Federal and State law.
- I agree to report the violation or apparent violation of any term of this Agreement to AHRQ without unreasonable delay and in no case later than 30 calendar days of becoming aware of the violation or apparent violation.

Terms, Breach, and Compliance

Any violation of the terms of this Agreement shall be grounds for immediate termination of this Agreement. AHRQ shall determine whether a data recipient has violated any term of the Agreement. AHRQ shall determine what actions, if any, are necessary to remedy a violation of this Agreement, and the data recipient(s) shall comply with pertinent instructions from AHRQ. Actions taken by AHRQ may include but not be limited to providing notice of the termination or violation to affected parties and prohibiting data recipient(s) from accessing HCUP data in the future.

In the event AHRQ terminates this Agreement due to a violation, or finds the data recipient(s) to be in violation of this Agreement, AHRQ may direct that the undersigned data recipient(s) immediately return all copies of the HCUP Nationwide Databases to AHRQ or its designee without refund of purchase fees.

Acknowledgment

I understand that this Agreement is requested by the United States Agency for Healthcare Research and Quality to ensure compliance with the AHRQ Confidentiality Statute. My signature indicates that I understand the terms of this Agreement and that I agree to comply with its terms. I understand that a violation of the AHRQ Confidentiality Statute may be subject to a civil penalty of up to \$14,140 under 42 U.S.C. 299c-3(d), and that deliberately making a false statement about this or any matter within the jurisdiction of any department or agency of the Federal Government violates 18 U.S.C. § 1001 and is punishable by a fine, up to five years in prison, or both. Violators of this Agreement may also be subject to penalties under state confidentiality statutes that apply to these data for particular states.

Signed: _____ Date: _____

Print or Type Name: _____

Title: _____

Organization: _____

Address: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone: _____ Fax: _____

E-mail: _____

The information above is maintained by AHRQ only for the purpose of enforcement of this Agreement and for notification in the event data errors occur.

Note to Purchaser: Shipment of the requested data product will only be made to the person who signs this Agreement, unless special arrangements that safeguard the data are made with AHRQ or its agent.

Submission Information

Please send signed HCUP Data Use Agreements and proof of online training to:

HCUP Central Distributor
Social & Scientific Systems, Inc.
8757 Georgia Avenue, 12th Floor
Silver Spring, MD 20910
E-mail: HCUPDistributor@AHRQ.gov
Fax: (866) 792-5313

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0935-0206. The time required to complete this information collection is estimated to average 30 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: Agency for Healthcare Research and Quality, Attn: Reports Clearance Officer, 5600 Fishers Lane, Rockville, Maryland 20857.

OMB Control No. 0935-0206 expires 01/31/2019.

Final Checklist:

Have you . . .

- √ Completed the Applicant Information section (page 2)?
- √ Selected your HCUP Databases (pages 3–7)
- √ Determined the total payment due (page 8)?
- √ Included the necessary documentation if requesting student pricing (page 3)?
- √ If paying by check, enclosed a check payable to **Social & Scientific Systems, Inc** for the full amount due (page 8)?
- √ If paying by credit card, completed and signed the credit card payment form (page 9)?
- √ Read and signed the Responsibilities of the Data Purchaser form (page 10)?
- √ Completed the online HCUP Data Use Agreement Training Tool and provided your Certification Code (page 12)?
- √ Read and signed the “Data Use Agreement for Nationwide Databases” (pages 14–17)?

If so, complete the application process by submitting your completed application (pages 2–17) by fax or mail to the HCUP Central Distributor, SSS, Inc. (Contact information is listed on page 1.)