Application Kit for Transferring Data Custody of HCUP Databases

January 14, 2026

This application kit is specific to requesting the transfer of data custodianship of HCUP Databases that were previously purchased through the HCUP Central Distributor.

If you are interested in purchasing any of the HCUP Databases or applying to re-use HCUP State databases, please visit www.hcup-us.ahrq.gov/tech_assist/centdist.jsp to obtain a different application kit.

- All requests will be processed via editable PDF application kits submitted via email.
- If an alternative option for submission is needed, please contact HCUP Central Distributor at HCUP-RequestData@ahrq.gov.

Applications will take additional time to review, process, and fulfill.
Thank you for your patience during the transition.

APPLICATION TO TRANSFER CUSTODY OF HCUP DATABASES

The following items must be completed prior to transferring custody of the HCUP database(s) from the original purchaser/current data custodian to a new data custodian.

The *current* custodian of the HCUP database(s), must complete the following parts of this application:

Step 1.A: Complete the Information section for the *current* custodian of the HCUP databases.

Step 1.B: Indicate the HCUP Databases for which the current custodian is transferring custody.

Step 1.C: Read and sign the Statement of Transfer of Custody of HCUP Database(s).

The *new* custodian of the HCUP database(s), must complete the following parts of this application:

Step 2.A: Complete the Information section for the *new* custodian of the HCUP databases.

Step 2.B: Read and sign the Statement of Accepting Transfer of Custody of HCUP Database(s).

Step 2.C: If the new custodian has not already completed the online HCUP Data Use Agreement Training Course on the HCUP User Support (HCUP-US) website at https://www.hcup-us.ahrq.gov/tech_assist/centdist.jsp, please do so. The DUA training certification code provided at the end of the online training and the completion date are required of all individuals with access to HCUP data.

Step 2.D: Read and sign the Data Use Agreement for Nationwide Databases and/or the Data Use Agreement for State Databases, as appropriate.

Submit the completed request via email to HCUP-RequestData@ahrq.gov.
If an alternative option for submission is needed, please contact HCUP Central Distributor at HCUP-RequestData@ahrq.gov.

Questions? Please contact HCUP Central Distributor:

- Email: HCUP-RequestData@ahrq.gov

Step 1.A: Current Custodian of HCUP Database(s)

Current Data Custodian:

Name: _____ Date: _____

Email Address: _____

Step 1.B: HCUP Database(s)

Please indicate all HCUP databases that you plan to transfer custodianship. Indicate the data year(s), databases (NIS, KID, NASS, NEDS, NRD, SID, SASD, and/or SEDD), and, if State data, the State(s).

Step 1.C: Statement of Transfer of Custody of HCUP Database(s)

I _____ hereby transfer custody of all eligible HCUP data currently in my custody to [insert name of current custodian]

_____ .
[insert name of person transferring to]

I will retain custody of, or destroy, any HCUP databases that were acquired at student pricing.

Signed: _____

Date: _____

By signing this document, I acknowledge I have read, understand, and will comply with the Statement of Transfer of Custody of HCUP Database(s).

Step 2.A: New Custodian of HCUP Database(s)

New Data Custodian Information:

Applicant Name: _____ Date: _____

Email Address: _____

Contact Information:

Address Line 1: _____

Address Line 2 (optional): _____

City: _____ State/Province/Region: _____

Zip Code: _____ Country: _____

Phone Number: _____ Fax: _____

Organization Affiliation:

Position/Title: _____

Organization: _____

Type of Organization:

1. Check the *one* box that best describes your organization.
   - ☐ University/college/teaching institution
   - ☐ Government agency
   - ☐ Managed care, insurer
   - ☐ Healthcare provider
   - ☐ Pharmaceutical, biotechnology, medical product firm
   - ☐ Trade association, lobbying group, consortium
   - ☐ Research organization, consultant
   - ☐ Other (describe in space provided): _____

2. Check the *one* box that best characterizes the type of ownership of your organization.
   - ☐ Not-for-Profit
   - ☐ For-profit

Step 2.B: Statement of Accepting Transfer of Custody of HCUP Database(s)

I _____ hereby accept responsibility for the custody of all HCUP data transferred to [insert name of new data custodian]

me from _____ . I understand that, as the data custodian, I am responsible for [insert name of current data custodian]

the security, use, and any misuse of the HCUP data. I understand that State data may not be used beyond the intended use approved by AHRQ. I will submit Data Re-Use Requests to AHRQ if I wish to use the data for a purpose other than that originally approved, or as concrete projects emerge from approved exploratory work.

Signed: _____

Date: _____

By signing this document, I acknowledge I have read, understand, and will comply with the Statement of Accepting Transfer of Custody of HCUP Database(s).

Step 2.C: 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 online HCUP Data Use Agreement (DUA) Training. 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.

If you do not have an account with the online HCUP Central Distributor, please go to the HCUP-US website at www.hcup-us.ahrq.gov/tech_assist/dua.jsp, complete the training, and record the certification number at the end of the course as well as the date completed in the space provided below.

HCUP DUA Training Certification Code: _____

Date HCUP DUA Training course completed: _____

Step 2.D: Data Use Agreement for HCUP Nationwide Databases

All users of HCUP data must agree to the terms of the HCUP Data Use Agreement (DUA), effective 3/10/2023.

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 Agency for Healthcare Research and Quality (AHRQ). The HCUP Nationwide databases include the National (Nationwide) Inpatient Sample (NIS), Kids' Inpatient Database (KID), Nationwide Ambulatory Surgery Sample (NASS), 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). 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. 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.

Unauthorized Uses of HCUP Data–Data recipients may only use HCUP data sets for research, analysis and aggregate statistical reporting projects. AHRQ does not authorize the use of HCUP data for commercial or competitive purposes affecting establishments; to determine the rights, benefits, or privileges of individuals or establishments; for criminal and civil litigation, including expert witness testimony; for law enforcement activities; or for any other purpose incompatible with the AHRQ Confidentiality Statute and HCUP data project.

The undersigned data recipients provide the following assurances 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 values of 1-10 in text and tables.

- 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 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.

Limitations on Data Use, Sharing, and Disclosure

- 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 use the data set, and I will prohibit others from using the data set, for unauthorized purposes. AHRQ does not authorize the use of HCUP data for commercial or competitive purposes affecting establishments; to determine the rights, benefits, or privileges of individuals or establishments; for criminal and civil litigation, including expert witness testimony; for law enforcement activities; or for any other purpose incompatible with the AHRQ Confidentiality Statute and the HCUP data project. If there is any question regarding whether an intended use of the data set is prohibited, I agree to contact the AHRQ HCUP program for advice prior to engaging in or permitting such use.

- I will not redistribute HCUP data by posting on any website or publishing in any other publicly accessible online repository. If a journal or publication requests access to data or analytic files, I will cite restrictions on data sharing in this Data Use Agreement and direct them to AHRQ HCUP (www.hcup-us.ahrq.gov) for more information on accessing HCUP data.

- 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 other 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.

Safeguards

- I will ensure that the data are kept in a secured environment and that only authorized users will have access to the data.

- 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 HCUP Central Distributor.

Responsibility

- 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 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 Ambulatory Surgery Sample (NASS)," "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 $16,443 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: _____

Organization: _____ Title: _____

Street Address: _____

City: _____ State/Province/Region: _____

Postal/ZIP Code: _____ Country: _____

Email: _____ Phone: _____

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 data purchasers: 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

Signed HCUP Data Use Agreements and proof of online training must be submitted to the HCUP Central Distributor for AHRQ's records. Refer to the Central Distributor page on the HCUP User Support website at https://hcup-us.ahrq.gov/tech_assist/centdist.jsp for instructions.

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

HCUP Central Distributor
E-mail: HCUP-RequestData@AHRQ.gov
If an alternative option for submission is needed, please contact HCUP Central Distributor at *HCUP-RequestData@AHRQ.gov*.

Collection of this information is required as a condition of access to Healthcare Cost and Utilization Project data products. The information collection supports requirements of the Public Health Service Act (42 U.S.C. 299c-3(c)), and is used for 1) completion of order transactions, and 2) for enforcement of the HCUP Data Use Agreement. As required by the Privacy Act of 1974, any identifying information obtained will be kept private to the extent provided by law. Public reporting burden for this collection of information is estimated to average 30 minutes per response, the estimated time required to complete the application. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: AHRQ Reports Clearance Officer Attention: PRA, Paperwork Reduction Project (0935-0206) AHRQ, 5600 Fishers Lane, # 07W41A, Rockville, MD 20857.

OMB Control No. 0935-0206 expires 12/31/2028.

All users of HCUP data must agree to the terms of the HCUP Data Use Agreement (DUA), effective 3/10/2023.

DATA USE AGREEMENT for the
State 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 State Databases from the Healthcare Cost and Utilization Project (HCUP) which are maintained by the Agency for Healthcare Research and Quality (AHRQ). The HCUP State databases include the State Inpatient Databases (SID), State Ambulatory Surgery and Services Databases (SASD), and State Emergency Department Databases (SEDD). Any person ("the data recipient") seeking permission from AHRQ to access HCUP State 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). 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. 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.

Unauthorized Uses of HCUP Data–Data recipients may only use HCUP data sets for research, analysis and aggregate statistical reporting projects approved by AHRQ. AHRQ does not authorize the use of HCUP data for commercial or competitive purposes affecting establishments; to determine the rights, benefits, or privileges of individuals or establishments; for criminal and civil litigation, including expert witness testimony; for law enforcement activities; or for any other purpose incompatible with the AHRQ Confidentiality Statute and HCUP data project.

The undersigned data recipients provide the following assurances 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 will not release or disclose information where the number of observations (i.e., individual discharge records) in any given cell of tabulated data is ≤10. The publication of values of 1-10 is prohibited in text and tables.

- 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 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.

Limitations on Data Use, Sharing, and Disclosure

- 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 use the data set, and I will prohibit others from using the data set, for unauthorized purposes. AHRQ does not authorize the use of HCUP data for commercial or competitive purposes affecting establishments; to determine the rights, benefits, or privileges of individuals or establishments; for criminal and civil litigation, including expert witness testimony; for law enforcement activities; or for any other purpose incompatible with the AHRQ Confidentiality Statute and the HCUP data project. If there is any question regarding whether an intended use of the data set is prohibited, I agree to contact the AHRQ HCUP program for advice prior to engaging in or permitting such use.

- I will not redistribute HCUP data by posting on any website or publishing in any other publicly accessible online repository. If a journal or publication requests access to data or analytic files, I will cite restrictions on data sharing in this Data Use Agreement and direct them to AHRQ HCUP (www.hcup-us.ahrq.gov) for more information on accessing HCUP data.

- I will not share or disclose HCUP State data, without approval from AHRQ, for any purpose other than the project described and approved at the time of data purchase. Any subsequent data use requires the submission of a Data Re-Use Request to the HCUP Central Distributor for review and approval by AHRQ before the data may be used for a new purpose (more information at www.hcup-us.ahrq.gov/tech_assist/centdist.jsp).

Safeguards

- I will ensure that the data are kept in a secured environment and that only authorized users will have access to the data.

- I will only allow access to HCUP State data for those working on projects approved by AHRQ, and I will require that they 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 HCUP Central Distributor.

Responsibility

- 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 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 will acknowledge in all reports based on these data that the source of the data is the specific state(s) or data organization(s) that submitted data to HCUP, e.g., "*state name(s)*, State Inpatient Databases (SID), Healthcare Cost and Utilization Project (HCUP), Agency for Healthcare Research and Quality." Substitute "State Ambulatory Surgery and Services Databases (SASD)" or "State Emergency Department Databases (SEDD)," 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 State 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 $16,443 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: _____

Organization: _____ Title: _____

Street Address: _____

City: _____ State/Province/Region: _____

Postal/ZIP Code: _____ Country: _____

Email: _____ Phone: _____

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 data purchasers: 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

Signed HCUP Data Use Agreements and proof of online training must be submitted to the HCUP Central Distributor for AHRQ's records. Refer to the Central Distributor page on the HCUP User Support website at https://hcup-us.ahrq.gov/tech_assist/centdist.jsp for instructions.

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HCUP Central Distributor
E-mail: HCUP-RequestData@AHRQ.gov
If an alternative option for submission is needed, please contact HCUP Central Distributor at *HCUP-RequestData@AHRQ.gov*.

Collection of this information is required as a condition of access to Healthcare Cost and Utilization Project data products. The information collection supports requirements of the Public Health Service Act (42 U.S.C. 299c-3(c)), and is used for 1) completion of order transactions, and 2) for enforcement of the HCUP Data Use Agreement. As required by the Privacy Act of 1974, any identifying information obtained will be kept private to the extent provided by law. Public reporting burden for this collection of information is estimated to average 30 minutes per response, the estimated time required to complete the application. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: AHRQ Reports Clearance Officer Attention: PRA, Paperwork Reduction Project (0935-0206) AHRQ, 5600 Fishers Lane, # 07W41A, Rockville, MD 20857.

OMB Control No. 0935-0206 expires 12/31/2028.