



H·CUP
HEALTHCARE COST AND UTILIZATION PROJECT

Application Kit for Purchasing HCUP State Databases

SID, SASD, and SEDD

August 20, 2023

This application kit is specific to purchasing HCUP State Databases through the HCUP Central Distributor.

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

- All data requests and payments 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.
- Payments options are limited to Automated Clearing House (ACH) and wire transfers.
- The data order will be delivered on DVD via the United States Postal Service (USPS); an adult signature will be required.

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

APPLICATION FOR HCUP STATE DATABASES

Data Organizations participating in the Healthcare Cost and Utilization Project (HCUP) have agreed to release their State Inpatient Databases (SID), State Ambulatory Surgery and Services Databases (SASD), and State Emergency Department Databases (SEDD) through the Central Distributor under the auspices of the Agency for Healthcare Research and Quality (AHRQ). This uniform application was designed by the participating Data Organizations to satisfy their requirements. As such, the information requested in this application is collected for the fulfillment of the data request and reported to the Data Organizations. AHRQ and the HCUP Central Distributor are facilitating access to the SID, SASD and SEDD, which are owned and regulated by the individual Data Organizations participating in HCUP.

SID, SASD, and SEDD data may only be used for projects that have been reviewed and approved by AHRQ on behalf of the Data Organizations. Data users must agree to use the databases only for research and statistical purposes, to make no attempts to identify individuals, and to comply with all other provisions and restrictions of the HCUP Data Use Agreement (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.

Each Data Organization determines which data elements may be released through the HCUP Central Distributor. However, data elements in the SID, SASD, and SEDD are in a uniform HCUP format that is consistent across all States and years of HCUP data.

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

If you have questions, please contact the HCUP Central Distributor by email at HCUP-RequestData@ahrq.gov.

Completing the State Application for SID/SASD/SEDD

This hard copy application is provided as a courtesy in cases where the online HCUP Central Distributor cannot be used to create and submit applications electronically. Please visit the Purchase HCUP Data page on the HCUP-US website (www.hcup-us.ahrq.gov/tech_assist/centdist.jsp) for additional information.

Application process:

- 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.
- Your request will be entered into the system once received. You will be notified via email about the status of your application. Important emails are sent to the email address you provide in your application, including registration, status updates, payment and delivery instructions.
- Signatures are required for certain parts of this application. To submit a signature, there are two options: (1) use an electronic signature within the PDF document or (2) print the page, sign in ink, scan the page, and add the page to the PDF.

Complete all applicable parts of this application:

[Step 1 \(required\)](#): Complete the Applicant Information section.

[Step 2 \(required if you do NOT have an existing account with the online HCUP Central Distributor\)](#): Complete 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. The DUA training certification code provided at the end of the online training and the completion date are required of all purchasers and individuals with access to HCUP data.

[Step 3 \(required\)](#): Select the HCUP State Databases and Supplemental Files you are requesting (information to be specified in a separate Excel file for convenience).

[Step 4 \(required\)](#): Read and sign the HCUP Data Use Agreement for the State Databases.

[Step 5 \(required\)](#): Read and sign the Responsibilities of the Data Purchaser form.

[Step 6 \(required\)](#): Read and sign the Indemnification Clause.

[Step 7 \(required for California data\)](#): If you are ordering California SID, SASD, and/or SEDD beginning with data year 2018, complete the Additional Requirements from the State of California.

[Step 8 \(required\)](#): Complete the Statement of Intended Use of State Databases and Description of Project Activities section.

[Step 9 \(optional\)](#): If you are requesting special pricing, complete the Eligibility for Special Pricing page.

[Step 10 \(required\)](#): Complete your estimated payment and intended payment method.

[Step 11 \(required\)](#): Refer to the final checklist before submitting the completed application via email to HCUP-RequestData@ahrq.gov. If an alternative option for submission is needed, please contact HCUP User Support at HCUP-RequestData@ahrq.gov.

Payment:

- A detailed invoice will be provided by email, including total payment due for the HCUP data products in your order and applicable taxes.
- Detailed payment instructions will be provided along with the Invoice.
- State applications must be reviewed and approved by AHRQ prior to fulfillment.
- Approved orders will not be fulfilled until payment has been received.

Data Delivery After the Application and Payment are Complete:

- The data order will be delivered on DVD via UPS service to the shipping address specified in Step 1 of the application. An adult signature will be required. The HCUP data may only be delivered to the data purchaser indicated in Step 1 who also signed the DUA that accompanied the data order.

Questions? Please contact HCUP Central Distributor:

- Email: HCUP-RequestData@ahrq.gov

Step 1 (Required): Applicant Information

User Information:

- NOTE: Your email address is your username in the online HCUP Central Distributor.
- 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 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.
- Your application will be entered into the system once received. Notifications about your account, order status, and fulfillment instructions will be sent to this email address.

Applicant Name: _____ Date: _____

Email Address: _____

Contact and Shipping Information:

Databases must be received by the account holder responsible for the data under the terms of the HCUP DUA.

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 (Required if You Do Not Have an Account with the Online HCUP Central Distributor): 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 3 (Required): Selection of HCUP State Databases

Use the separate Excel State Data Catalog to indicate the HCUP State databases and Supplemental Files you wish to order:

Filename is HCUP_DataCatalog_StateDatabases.xlsx

The Excel file includes one worksheet per HCUP State Database (SID, SASD, and SEDD).

- Indicate the databases you wish to order with a “Y” in the appropriate column and the Excel file will calculate the database-specific subtotal cost (excluding taxes). These subtotals will need to be indicated in [Step 10: Estimated Payment Information](#).
- Save the Excel file and add your last name “_LASTNAME” to the end of the Excel filename. For example, if your last name is Smith, the saved file would be named HCUP_DataCatalog_StateDatabases_SMITH.xlsx

The participating Data Organizations set the price of their data files. Shipping and handling charges are included in the listed price. Some Data Organizations offer special pricing based on the purchaser’s status, such as: not-for-profit organizations, AHRQ grantees, and current students. Please refer to [Step 9: Eligibility for Special Pricing](#) to determine your eligibility.

Please refer to the Databases section of the HCUP User Support website (www.hcup-us.ahrq.gov) for detailed information about the SID, SASD, and SEDD. Not all HCUP data elements are available from every State.

HCUP Supplemental Variables for Revisit Analyses

Two HCUP data elements can be used in tandem to track sequential visits for a patient within a State and across facilities and settings (e.g., inpatient, emergency department, ambulatory surgery and services) while adhering to strict privacy guidelines:

- VisitLink (www.hcup-us.ahrq.gov/db/vars/siddistnote.jsp?var=visitlink) is a synthetic person-level identifier that has been verified against the patient’s date of birth and sex and examined for completeness.
- DaysToEvent (www.hcup-us.ahrq.gov/db/vars/siddistnote.jsp?var=daystoevent) is a timing variable that can be used to determine the days between hospital events for an individual. Actual dates (e.g., admission, discharge, or birth) are not needed.

These data elements are in two different formats, depending on the data year:

- 2003–2008: VisitLink and DaysToEvent are in a comma-separated values (CSV) supplemental file on the data CDs or DVDs. The CSV file also contains the unique record identifier, KEY (www.hcup-us.ahrq.gov/db/vars/siddistnote.jsp?var=key), which must be used to merge revisit data with the discharge files. Revisit variables for data years 2003 through 2008 are automatically provided in separate “Revisit Files” when those SID/SASD/SEDD data years are purchased.
- 2009 forward: VisitLink and DaysToEvent are included in the ASCII-format Core files.

Detailed documentation is provided at www.hcup-us.ahrq.gov/toolssoftware/revisit/revisit.jsp.

In the Excel Data Catalog, databases that include revisit data are identified with an “R” to the right of the price, for example: \$100R.

Step 4 (Required): Data Use Agreement for HCUP State 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 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.

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 05/31/2025.

Step 5 (Required): Responsibilities of the Data Purchaser

As an HCUP database purchaser your responsibilities extend beyond those of a data user. You are required to acknowledge the Responsibilities of the Data Purchasers as part of the application process.

Responsibilities of the Data Purchaser

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 DUA.

2. Data Access by Others: The data custodian is responsible for verifying proof of 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 submitted 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. Student Priced Data: HCUP data purchased at student pricing may only be used for projects led by the student purchaser. To be eligible for student pricing, the purchaser must provide proof of current enrollment in a degree-seeking program at an institution of higher learning. Student priced data may not be used by or transferred to another individual for any other projects. Student priced data may be retained by the student purchaser for personal use upon leaving their current institution, but may not be left with any entity or institution.

4. Statement of Intended Use for State Databases: 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."

5. 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 "Data Re-Use Request" to the HCUP Central Distributor for review and approval by AHRQ before work may begin on the new project.

Student priced State-level data may be used by the student purchaser for other projects as long as the standard re-use request process is followed. The student purchaser must be the lead on any data re-use project requested. Nationwide databases do not require a data re-use request but are still restricted to use by the student purchaser for his or her own projects.

Signed: _____

Date: _____

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

Step 6 (Required): Indemnification Clause

As an HCUP database purchaser your responsibilities extend beyond those of a data user. You are required to acknowledge the Indemnification Clause as part of the application process.

Indemnification Clause

The Purchaser otherwise known as the Data Recipient ("Recipient") shall, to the extent permitted by Federal and State law, indemnify and hold National Opinion Research Center ("NORC") 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, NASS, NEDS, NRD, SID, SASD, or SEDD data ("HCUP Data") and provided by NORC. Recipient agrees that NORC 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 shall, to the extent permitted by Federal and State law, indemnify and hold General Dynamics Information Technology ("GDIT") and its "Parent", 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 GDIT. Further, Recipient agrees that GDIT shall not be liable to Recipient's Data.

The Data Recipient shall, to the extent permitted by Federal and State law, indemnify and hold TurningPoint-DSFederal J.V., LLC ("FedPoint") 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, NASS, NEDS, NRD, SID, SASD, or SEDD data ("HCUP Data") and provided by FedPoint. Recipient agrees that FedPoint 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.

Name: _____

Signed: _____

Date: _____

Step 7: Additional Requirements from the State of California

All researchers requesting the HCUP California SID, SASD, and/or SEDD data year 2018 and later through the HCUP Central Distributor must certify and agree to additional terms in order to receive the CA data. You are required to acknowledge these terms as part of the application process.

Additional Requirements from the State of California

All researchers requesting the “University Researcher, Single Use” HCUP CA SID, SASD, and SEDD data year 2018 and later through the HCUP Central Distributor must certify and agree to the following additional terms in order to receive CA data.

1. I understand this data may only be used for the project described in the accompanying application. I will not use the single-use HCUP CA SID, SASD, or SEDD databases for any other project or exploratory research.
2. I am an academic researcher employed by a college or University located in the United States or a US territory.
3. My project and intended use of the CA data is directly related to my employment with my academic institution.
4. My project has undergone review by my academic institution’s Institutional Review Board (IRB).
5. 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 information from any other source.
6. I will not release or disclose, and will prohibit others from releasing or disclosing, the data set or any part to any person who is not an employee, or member, or contractor of the organization, except with the express written approval of HCAI.
7. I agree to certify the destruction of or return the electronic media/hard copy of the data to HCAI and to certify the destruction of any copies of the patient-level data created from the data provided under this request within three (3) years of the date of this Agreement.

Direct hard copy media returns to:

California Department of Health Care Access and Information
Healthcare Data Resources Unit
2020 West El Camino Avenue, Suite 1100
Sacramento, CA 95833

These terms are indicated and enforced by the California Department of Health Care Access and Information and do not represent AHRQ or apply to any other AHRQ HCUP database or product.

For questions about these California-specific data use restrictions, please contact DataandReports@HCAI.CA.gov.

By checking this box or accessing or using any part of the “University Researcher, Single Use” HCUP CA State databases data year(s) 2018 and later, I acknowledge that I have read, understand, and agree to comply with the terms of the Additional Requirements from the State of California.

Signed: _____ Date: _____

Print or Type Name: _____

Title: _____

Organization: _____

Street Address: _____

City: _____ State: _____ ZIP Code: _____

Phone: _____ Email: _____

The information above is maintained by AHRQ and shared with HCAI only for the purpose of enforcement of this Agreement

Step 8 (Required): Statement of Intended Use of State Databases and Description of Project Activities

A Statement of Intended Use is required when you request SID, SASD, and/or SEDD files from the HCUP Central Distributor. See the Guide for Preparing the Statement of Intended Use for State Databases (PDF file, 143 KB):

- www.hcup-us.ahrq.gov/tech_assist/centdist/StatementIntendUse.pdf

This Statement of Intended Use is reviewed by AHRQ on behalf of the HCUP Partners. It should include enough information for reviewers to understand how the HCUP data will be used and reported, including compliance with the *HCUP Data Use Agreement (DUA) for State Databases*.

The DUA provides complete descriptions of the acceptable uses of the HCUP SID, SASD, and SEDD. In general, files from these databases are available for the purposes of research and aggregate statistical reporting. Attempts to identify individuals are strictly prohibited. Information that could identify establishments directly or by inference may not be released in disseminated or shared materials.

If you are purchasing additional data for a previously approved project, you must provide the complete project description here. Failure to do so will delay the review of this new application. If you have the order number(s) for the related purchases available, please also include them.

NOTE: The AHRQ reviewers will put your application on hold and request additional clarification if you do not provide all of the information requested.

Please use the fields on the following pages to provide the Statement of Intended Use:

- **Project title or summary of research topic** (30 character limit)

- **Project description**, including the goals and objectives, specific research questions, level of analysis (e.g., patient, hospital, county, state), and how your final product will adhere to the restrictions of the HCUP Data Use Agreement. (4,000 character limit)

- **Expected end-products** (e.g., peer-reviewed manuscripts, reports, tables) based on this use of the requested HCUP databases and the intended audiences of these products. (300 character limit)

- **If you have requested one or more databases at the “Student” price, please address the provided questions** to confirm your eligibility for these reduced rates and demonstrate your understanding of the associated responsibilities. (2,000 character limit)

4. **If you have requested one or more databases at the “Student” price**, please address the following questions to confirm your eligibility for these reduced rates and demonstrate your understanding of the associated responsibilities. (2,000 character limit)
- Is this project for personal use in your own academic pursuits (i.e., capstone project, dissertation)?
 - Will anyone other than you have access to these databases? If so, who are they and what is their role in your project?
 - Student priced data may not be transferred to another individual. Is it your intent to keep this data with you when you leave your current institution?
 - Please describe where and how the data will be stored and secured in your current setting as well as when you leave.

Step 9 (Optional): Eligibility for Special Pricing

Some States offer special pricing for purchasers who meet specific qualifications, such as students, AHRQ grantees, or non-profit affiliations. Additional information is required to verify special pricing eligibility.

Student Pricing

To be eligible for student pricing, the purchaser must provide proof of current enrollment in a degree-seeking program at an institution of higher learning. Student priced data may not be used by or transferred to another individual for any other projects. Student priced data may be retained by the student purchaser for personal use upon leaving their current institution, but may not be left with any entity or institution.

If you requested student pricing for any State database(s), the following information is required. Please also identify which form of documentation you have provided with this application to verify your student status.

- Acceptable forms of student proof demonstrate current enrollment dates, student name, and institution, e.g., letter from professor advisor, registrar's office, or program director.
- Also permissible to send a copy of current student ID.
- Any sensitive personal information (e.g., student account number, SSN, birthdate, photo, etc.) must be masked prior to sending.

I am a student

Name of college/university: _____

I have enclosed proof of current enrollment described below.

Enrollment document type: _____

AHRQ Grantee Pricing

If the data being requested will be used in an AHRQ grant funded project, you are eligible for AHRQ Grantee pricing where available. Other types of grants are not eligible for AHRQ Grantee pricing. This application for HCUP data in no way constitutes a grant application.

If you are requesting data at the AHRQ Grantee pricing, the following information is required:

Name of Principal Investigator: _____

AHRQ Grant Title: _____

AHRQ Grant Number: _____

Not-for-Profit and Other Pricing Tiers

If you are requesting pricing that is based on non-profit, government, educational, or other qualifying affiliation, be sure that you have accurately completed the "Type of Organization" section of Step 1 of this application. You may also be asked to supply verification of this status.

Step 10: Estimated Payment Information

Estimated Payment Due

Enter the subtotals from Step 3 to estimate the total cost of your database purchase in the table below.

Please note that Step 3 involves the use of a separate Excel file "HCUP_DataCatalog_StateDatabases.xlsx" to indicate the HCUP State databases you wish to order. The Excel file will calculate the database-specific subtotals.

The HCUP Central Distributor will determine the taxes due and provide you with a final Invoice by email.

SUBTOTAL COST
Subtotal SID Data Cost From Step 3: \$ _____
Subtotal SASD Data Cost From Step 3: \$ _____
Subtotal SEDD Data Cost From Step 3: \$ _____
Subtotal: \$ _____

Sales Tax and Tax Exemption

The HCUP Central Distributor will collect applicable sales taxes at the time the order is placed, unless a tax exemption number is provided with the application. Typically, this is the federal Tax Identification Number (TIN) for the not-for-profit or governmental organization. In addition, please attach sales tax exemption documentation for your organization.

Tax Exemption Number: _____

Name of separate document for sales tax exemption documentation:

Intended Payment Method

Detailed instructions for submitting payment will be sent to you by email along with your final Invoice. Do not send payment with this application.

Please indicate intended payment method.

Automated Clearing House (ACH) transfer

Wire transfer

Physical checks and credit cards are not accepted at this time.

Please be aware that State applications must be reviewed and approved by AHRQ prior to fulfillment. Approved orders will not be fulfilled until payment has been received.

Step 11 (Required): Final Checklist Before Submitting Application

Have you . . .

- √ Completed the Applicant Information section ([Step 1](#))?
- √ Completed the HCUP Data Use Agreement Training and provided your DUA training certification code and date ([Step 2](#))?
- √ Selected your HCUP Databases ([Step 3](#))?
- √ Read and signed the Data Use Agreement for the State Databases ([Step 4](#))?
- √ Read and signed the Responsibilities of the Data Purchaser ([Step 5](#))?
- √ Read and signed the Indemnification Clause ([Step 6](#))?
- √ Read and signed the Additional Requirements from the State of California, if you are ordering California SID, SASD, and/or SEDD beginning with data year 2018 ([Step 7](#))?
- √ Completed the Statement of Intended Use of State Databases and Description of Project Activities section ([Step 8](#))?
- √ Supplied the necessary information and documentation to qualify for any requested AHRQ Grantee or student pricing, as described in [Step 9](#)?
- √ Determined the estimated cost of data purchases and identified your intended payment method ([Step 10](#))?
- √ Save both the PDF application and the Excel Data Catalog by adding your last name “_LASTNAME” to the end of the filenames. For example, if your last name is Smith, the saved Excel file would be named HCUP_DataCatalog_StateDatabases_SMITH.xlsx

Complete the application process by submitting your application to the HCUP Central Distributor by email to HCUP-RequestData@ahrq.gov. If an alternative option for submission is needed, please contact HCUP Central Distributor at . HCUP-RequestData@ahrq.gov.

The application must include both the PDF application and the Excel Database Catalog.

After your application has been reviewed for completeness, you will be contacted by the HCUP Central Distributor at the email provided in Step 1. Once the application is complete and the statement of intended use has been approved by AHRQ, a detailed invoice will be provided by email, including total payment due for the HCUP data products in your order and applicable taxes. Orders will not be fulfilled until payment has been received.

Questions? Please contact HCUP Central Distributor

Email: HCUP-RequestData@ahrq.gov