



H·CUP

HEALTHCARE COST AND UTILIZATION PROJECT

KID APPLICATION KIT

August 20, 2004



CENTRAL DISTRIBUTOR

Kids' Inpatient Database (KID)

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This package contains information on the Healthcare Cost and Utilization Project (HCUP, pronounced “H-Cup”) Central Distributor. It provides details about the Kids' Inpatient Database (KID) available through the HCUP Central Distributor and includes an application for this database.

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DESCRIPTION OF HEALTHCARE COST AND UTILIZATION PROJECT (HCUP)

A Federal-State-Industry Partnership in Health Data

The Healthcare Cost and Utilization Project (HCUP) is a family of healthcare databases and related software tools and products developed through a Federal-State-industry partnership and sponsored by the Agency for Healthcare Research and Quality (AHRQ). HCUP databases bring together the data collection efforts of state data organizations, hospital associations, private data organizations, and the Federal government to create a national information resource of patient-level health care data. HCUP includes the largest collection of longitudinal hospital care data in the United States, with all-payer, encounter-level information beginning in 1988. These databases enable research on a broad range of health policy issues, including cost and quality of health services, medical practice patterns, access to health care programs, and outcomes of treatments at the national, state and local market levels.

All of the HCUP databases contain patient-level information for either inpatient or ambulatory surgery stays in a uniform format while protecting patient privacy. The Nationwide Inpatient Sample (NIS) includes inpatient data from a nationwide sample of approximately 1000 hospitals. The State Inpatient Databases (SID) cover inpatient care in 36 States and represent more than eighty percent of all U.S. hospital discharges. The State Ambulatory Surgery Databases (SASD) cover ambulatory surgery care in 18 states. The Kids' Inpatient Database (KID) contains data from a nationwide sample of inpatient discharges that had an age at admission of 20 years or less in the 2000 KID and an age at admission of 18 years or less in the 1997 KID.

HCUP's objectives are to: (1) obtain data from statewide information sources, (2) design and develop a multi-State health care database for health services research and health policy analysis, and (3) make these data available to a broad set of public and private users.

The uniform data in HCUP make possible comparative studies of health care services and the use and cost of hospital care. Studies include the effects of market forces on hospitals and the care they provide, variations in medical practice, the effectiveness of medical technology and treatments, and use of services by special populations.

This package contains information on the 1997 and 2000 KID available through the HCUP Central Distributor. Other HCUP databases available through the HCUP Central Distributor include:

- The 1995-2002 SID,
- The 1997-2002 SASD,
- The 1988-2002 NIS.

Information on HCUP products and services is available on the World Wide Web on the AHRQ Website <http://www.ahrq.gov/data/hcup/> or on the AHRQ-sponsored HCUP Website at <http://www.hcup-us.ahrq.gov/>.

DESCRIPTION OF KIDS' INPATIENT DATABASE (KID)

The Kids' Inpatient Database (KID) was developed to enable analyses of hospital utilization by children across the United States. The KID contains inpatient care information on all patients, regardless of payer, including persons covered by Medicare, Medicaid, private insurance, and the uninsured. The KID's large sample size enables analyses of rare conditions, such as congenital anomalies, and uncommon treatments, such as organ transplantation.

Inpatient stay records in the KID include clinical and resource use information typically available from discharge abstracts. Discharge weights are provided for calculating national estimates.

The target universe for the KID includes pediatric discharges from community hospitals in the United States. Community hospitals, as defined by the American Hospital Association (AHA), include "all nonfederal, short-term, general and other specialty hospitals, excluding hospital units of institutions." Included among community hospitals are academic medical centers and specialty hospitals such as obstetrics-gynecology, ear-nose-throat, orthopedic, and pediatric hospitals. Excluded are federal hospitals (Veterans Administration, Department of Defense, and Indian Health Service hospitals), long-term hospitals, psychiatric hospitals, alcohol/chemical dependency treatment facilities, and hospital units within institutions such as prisons. In the 2000 KID, rehabilitation hospitals were also excluded.

The sampling frame is limited to pediatric discharges from community hospitals, excluding rehabilitation hospitals in 2000, for which data were provided by participating HCUP Partner States. Pediatric discharges are defined as all discharges with an age at admission of 20 years or less in the 2000 KID and an age at admission of 18 years or less in the 1997 KID. Discharges with missing, invalid, or inconsistent ages are excluded. Pediatric discharges are identified as one of three types of records:

- uncomplicated in-hospital births (HOSPBIRTH = 1 and UNCBIRTH = 1),
- complicated in-hospital births (HOSPBIRTH = 1 and UNCBIRTH = 0), and
- all other pediatric cases (HOSPBIRTH = 0).

In-hospital births (HOSPBIRTH = 1) are identified by any principal or secondary diagnosis code in the range of V3000 to V3901 with the last two digits of "00" or "01" and the patient is not transferred from another acute care hospital or health care facility. Uncomplicated births (UNCBIRTH = 1) have a Diagnosis Related Group (DRG) equal to 391 indicating "Normal Newborn."

Hospitals are divided into strata using six hospital characteristics: ownership/control, bed size, teaching status, rural/urban location, U.S. region, and hospital type (pediatric versus other). The stratum-specific sampling rates are constant across all hospitals in the sampling frame. Ten percent of uncomplicated in-hospital births, and 80 percent of other pediatric cases in each frame stratum are sampled. If fewer than two frame hospitals, less than 30 uncomplicated births, less than 30 complicated births, and less than 30 non-birth pediatric discharges are contained in a stratum, then that stratum is merged with an "adjacent" stratum containing hospitals with similar characteristics.

Some data sources that contributed data to the KID imposed restrictions on the release of certain data elements or on the number and types of hospitals that could be included in the database. The 2000 KID includes hospital identifiers in 19 out of the 27 states. The 1997 KID includes general descriptors of hospital types, but no hospital or state identifiers.

Table 1 summarizes the data sources, hospitals, and inpatient stays in the KID data.

Table 1. Summary of KID Data Sources, Hospitals, and Inpatient Stays, 1997 and 2000

	2000	1997
Number of States	27	22
Data Sources	AZ CA CO CT FL GA HI IA KS KY MD MA ME MO NC NJ NY OR PA SC TN TX UT VA WA WI WV (Added KY, ME, NC, TX, VA, WV. IL is no longer included)	AZ CA CO CT FL GA HI IL IA KS MD MA MO NJ NY OR PA SC TN UT WA WI
Hospitals	Community, <i>non-rehabilitation</i> hospitals	Community hospitals, <i>including rehabilitation hospitals</i>
Number of Hospitals	2,784	2,521
Hospital identifiers	Available for 19 out of 27 states	None – only general descriptors of hospital types
Definition of pediatric discharges	Age at admission of 20 years or less	Age at admission of 18 years or less
Number of pediatric discharges (unweighted)	2,516,833	1,905,797
Number of pediatric discharges (weighted)	7,291,032	6,657,326

Two types of ASCII formatted data files are included in the KID:

- **Inpatient Core File:** The Core file contains pediatric discharges sampled from community hospitals in HCUP Partner States (see Table 1, page 3). The Core file contains data elements for linkage, patient demographics, clinical information, and payment information (see Table 2, page 5). Sample weights for the three types of records, uncomplicated in-hospital births, complicated in-hospital births, and all other pediatric cases, are calculated separately by stratum and merged onto the Core file accordingly.
- **Hospital Weights File:** This hospital-level file contains one observation for each hospital included in the KID. This file contains data elements for linkage to the Core file, hospital characteristics, and summary sampling information (see Table 3, page 9). Hospital characteristics are based on information from the AHA Annual Survey of Hospitals.

KID Data Element Descriptions and Availability by Release

The following two tables describe the HCUP KID data elements by release (1997 versus 2000). Table 2 describes the data elements available in the Inpatient Core files; Table 3 describes the data elements available in the Hospital Weights files.

Not all HCUP KID data elements are available in both releases. The availability columns refer to the calendar year of discharge. Blank cells indicate that the data element is not available for that year.

Detailed descriptions of the HCUP KID data elements are available online at the AHRQ-sponsored HCUP User Support website at <http://www.hcup-us.ahrq.gov>, and also accompany every purchase of the data files.

Table 2. Data Elements in the KID Inpatient Core File

Data Element Description (numbers in brackets indicate 2000 KID data element coding) Note: Not all data elements in the KID are uniformly coded or available across all States.	Data Element Name by Year	
	1997	2000
Admission on weekend: (0) admission on Monday-Friday, (1) admission on Saturday-Sunday	ADAYWK	AWEEKEND
Age in years at admission	AGE	AGE
Age in days (coded only when the age is less than 1 year)	AGEDAY	AGEDAY
Age in months (coded only when the age is less than 11 years)	AGEMONTH	AGEMONTH
Admission month	AMONTH	AMONTH
Admission source: (1) ER, (2) another hospital, (3) another facility including long-term care, (4) court/law enforcement, (5) routine/birth/other	ASOURCE	ASOURCE
Admission source, as received from data source*		ASOURCE_X
Admission type: (1) emergency, (2) urgent, (3) elective, (4) newborn, (5) delivery, (6) other	ATYPE	ATYPE
Birth weight in grams		BWT
Indicates in-hospital death: (0) did not die during hospitalization, (1) died during hospitalization	DIED	DIED
Weight to discharges in universe. This weight is used to create national estimates for all analyses excluding those that involve total charges. <i>In the 1997 data, one weight (DISCWT_U) is used to create national estimates for all analyses.</i>	DISCWT_U	DISCWT
Weight to discharges in universe. This weight is used to create national estimates of total charges. <i>In the 1997 data, one weight (DISCWT_U) is used to create national estimates for all analyses.</i>	DISCWT_U	DISCWTcharge
Disposition of patient (discharge status), UB92 coding: (1) routine, (2) short term hospital, (3) skilled nursing facility, (4) intermediate care, (5) another type of facility, (6) home health care, (7) against medical advice, (8) home IV provider, (20) died in hospital, (40) died at home, (41) died in a medical facility, (42) died, place unknown, (50) Hospice, home, (51) Hospice, medical facility	DISP	DISPUB92

Data Element Description (numbers in brackets indicate 2000 KID data element coding)	Data Element Name by Year	
	1997	2000
Disposition of patient (discharge status), uniform coding: (1) routine, (2) transfer to short term hospital, (5) other transfers, including skilled nursing facility, intermediate care, and another type of facility, (6) home health care, (7) against medical advice, (20) died in hospital	DISP	DISPUniform
Discharge quarter	DQTR	DQTR
Diagnosis Related Group (DRG) in use on discharge date	DRG	DRG
DRG Version 18 (effective October 2000 – September 2001) <i>DRG Version 10 (effective October 1992 – September 1993)</i>	DRG10	DRG18
grouper version in use on discharge date		DRGVER
Hospital number as received from the data source		DSHOSPID
Principal and secondary diagnoses	DX1-DX15	DX1-DX15
Clinical Classifications Software (CCS) category for all diagnoses	DCCHPR1 only	DXCCS1- DXCCS15
Validity flag: principal and secondary diagnoses	DXV1-DXV15	
Gender of patient	SEX	FEMALE
Indicates that the discharge is an in-hospital birth: (1) in-hospital birth	HOSPBIRTH	HOSPBIRTH
HCUP hospital number (links to Hospital Weights file)	HOSPNUM	HOSPID
State postal code for hospital (e.g., AZ for Arizona)		HOSPST
Modified Federal Information Processing Standards (FIPS) State/county code for hospital, links to Area Resource File (available from the Bureau of Health Professions, Health Resources and Services Administration)		HOSPSTCO
Unique record number		KEY
Stratum used to post-stratify hospitals for the calculation of weights, based on geographic region, control, location/teaching status, bed size, and hospital type (pediatric versus other)	STRATUM (Hospital Weights file)	KID_STRATUM
Length of stay, edited	LOS	LOS
Length of stay, as received from data source	LOS_X	LOS_X

Data Element Description (numbers in brackets indicate 2000 KID data element coding)	Data Element Name by Year	
	1997	2000
Major Diagnosis Category (MDC) in use on discharge date	MDC	MDC
MDC Version 18 (effective October 2000 – September 2001)		MDC18
Synthetic attending physician number	MDID_S	MDID_S
Number of diagnoses coded on the original record	NDX	NDX
Neonatal/maternal flag: (0) not maternal or neonatal, (1) maternal diagnosis or procedure, (2) neonatal diagnosis, (3) maternal and neonatal on same record	NEOMAT	NEOMAT
Number of procedures coded on the original record	NPR	NPR
Expected primary payer, uniform: (1) Medicare, (2) Medicaid, (3) private including HMO, (4) self-pay, (5) no charge, (6) other	PAY1	PAY1
Expected primary payer, nonuniform	PAY1_N	
Expected primary payer, as received from the data source*		PAY1_X
Expected secondary payer, uniform: (1) Medicare, (2) Medicaid, (3) private including HMO, (4) self-pay, (5) no charge, (6) other	PAY2	PAY2
Expected secondary payer, nonuniform	PAY2_N	
Expected secondary payer, as received from the data source*		PAY2_X
Principal and secondary procedures	PR1-PR15	PR1-PR15
Clinical Classifications Software (CCS) for all procedures	PCCHPR1 only	PRCCS1- PRCCS15
For each procedure, the number of days from admission	PRDAY1 only	PRDAY1- PRDAY15
Validity flag: principal and secondary procedures	PRV1-PRV15	
Race includes (1) White, (2) Black, (3) Hispanic, (4) Asian or Pacific Islander, (5) Native American, (6) Other	RACE	RACE
Sequential record number	RECNUM	
Synthetic primary surgeon number	SURGID_S	SURGID_S
Total charges, edited	TOTCHG	TOTCHG
Total charges, as received from data source	TOTCHG_X	TOTCHG_X

Data Element Description (numbers in brackets indicate 2000 KID data element coding)	Data Element Name by Year	
	1997	2000
Indicates that the discharge is an uncomplicated birth: (1) uncomplicated in-hospital birth	UNCBRTH	UNCBRTH
Calendar year		YEAR
Median household income for patient's ZIP Code: (1) \$1-\$24,999, (2) \$25,000-\$34,999, (3) \$35,000-\$44,999, (4) \$45,000 and above. <i>Categories for 1997: (1) \$0-\$25,000, (2) \$25,001-\$30,000, (3) \$30,001-\$35,000, (4) \$35,001 and above.</i>	ZIPINC4	ZIPINC

* For categorical data elements with _X suffix, see Description of Data Elements (on the KID Documentation CD-ROM) for state-specific coding.

Table 3. Data Elements in the KID Hospital Weights File

Data Element Description (numbers in brackets indicate 2000 KID data element coding) Note: Not all data elements in the KID are uniformly coded or available across all States.	Data Element Name by Year	
	1997	2000
American Hospital Association (AHA) hospital identifier that matches AHA Annual Survey of Hospitals (not available for all states)		AHAID
Weight to pediatric non-births in universe for estimates other than total charges. <i>In the 1997 data, one weight (CHLDWT_U) is used to create all estimates.</i>	CHLDWT_U	CHLDWT
Weight to pediatric non-births in universe for total charge estimates. <i>In the 1997 data, one weight (CHLDWT_U) is used to create all estimates.</i>	CHLDWT_U	CHLDWTcharge
Weight to complicated births in universe for estimates other than total charges. <i>In the 1997 data, one weight (CHLDWT_U) is used to create all estimates.</i>	CMPBWT_U	CMPBWT
Weight to complicated births in universe for total charge estimates. <i>In the 1997 data, one weight (CHLDWT_U) is used to create all estimates.</i>	CMPBWT_U	CMPBWTcharge
Hospital address from AHA Survey (not available for all states)		HOSPADDR
Hospital city from AHA Survey (not available for all states)		HOSPCITY
HCUP hospital number (links to inpatient Core files)	HOSPNUM	HOSPID
Hospital name from AHA Survey (not available for all states)		HOSPNAME
Hospital state postal code for hospital (e.g., AZ for Arizona)		HOSPST
Hospital zip code from AHA Survey (not available for all states)		HOSPZIP
Bed size of hospital: (1) small, (2) medium, (3) large	H_BEDSZ	HOSP_BEDSIZE
Control/ownership of hospital: (0) government or private, collapsed category, (1) government, nonfederal, public, (2) private, non-profit, voluntary, (3) private, investor-own, (4) private, collapsed category	H_CONTRL	HOSP_CONTROL
Location of hospital: (0) rural, (1) urban	H_LOC	HOSP_LOCATION
Location/teaching status of hospital: (1) rural, (2) urban non-teaching, (3) urban teaching	H_LOCTCH	HOSP_LOCTEACH
Region of hospital: (1) Northeast, (2) Midwest, (3) South, (4) West	H_REGION	HOSP_REGION

Data Element Description (numbers in brackets indicate 2000 KID data element coding) Note: Not all data elements in the KID are uniformly coded or available across all States.	Data Element Name by Year	
	1997	2000
Teaching status of hospital: (0) non-teaching, (1) teaching	H_TCH	HOSP_TEACH
Number of frame HCUP births in STRATUM (1997) or KID_STRATUM (2000)	H_BRTH_F	H_BRTH_F
Number of frame HCUP pediatric non-births in STRATUM (1997) or KID_STRATUM (2000)	H_CHLD_F	H_CHLD_F
Number of frame HCUP complicated births in STRATUM (1997) or KID_STRATUM (2000)	H_CMPB_F	H_CMPB_F
Control/ownership of hospital	H_CONTRL	HOSP_CONTROL
Number of frame HCUP discharges in STRATUM (1997) or KID_STRATUM (2000)	H_DISC_F	H_DISC_F
Number of frame HCUP hospitals in STRATUM (1997) or KID_STRATUM (2000)	H_HOSP_F	H_HOSP_F
Location (urban/rural) of hospital	H_LOC	HOSP_LOCATION
Location/teaching status of hospital	H_LOCTCH	HOSP_LOCTEACH
Region of hospital	H_REGION	HOSP_REGION
Teaching status of hospital	H_TCH	HOSP_TEACH
Number of frame HCUP uncomplicated births in STRATUM (1997) or KID_STRATUM (2000)	H_UNCB_F	H_UNCB_F
AHA hospital identifier without the leading 6 (not available for all states)		IDNUMBER
Stratum used to post-stratify hospitals for the calculation of weights, based on geographic region, control, location/teaching status, bed size, and hospital type (pediatric versus other)	STRATUM	KID_STRATUM
National Association of Children's Hospitals and Related Institutions (NACHRI) hospital type: (0) not identified as a children's hospital by NACHRI, (1) children's general hospital, (2) children's specialty hospital, (3) children's unit in a general hospital	NACHTYPE	NACHTYPE
Number of universe births in STRATUM (1997) or KID_STRATUM (2000)	N_BRTH_U	N_BRTH_U
Number of universe discharges in STRATUM (1997) or KID_STRATUM (2000)	N_DISC_U	N_DISC_U
Number of universe hospitals in STRATUM (1997) or KID_STRATUM (2000)	N_HOSP_U	N_HOSP_U

Data Element Description (numbers in brackets indicate 2000 KID data element coding) Note: Not all data elements in the KID are uniformly coded or available across all States.	Data Element Name by Year	
	1997	2000
Number of discharges, 20 years old or younger, from this hospital in the SID		PEDS_DISC
Percentage of hospital discharges, 20 years old or younger		PEDS_PCT
Stratum used to post-stratify hospital	STRATUM	KID_STRATUM
Number of sample births in STRATUM (1997) or KID_STRATUM (2000)	S_BRTH_U	S_BRTH_U
Pediatric non-births sampled	S_CHLD	S_CHLD
Number of sample pediatric non-births in STRATUM (1997) or KID_STRATUM (2000)	S_CHLD_U	S_CHLD_U
Complicated births sampled	S_CMPB	S_CMPB
Number of sample complicated births in STRATUM (1997) or KID_STRATUM (2000)	S_CMPB_U	S_CMPB_U
Number of sample births and children in STRATUM (1997) or KID_STRATUM (2000)	S_DISC_U	S_DISC_U
Number of sample hospitals in STRATUM (1997) or KID_STRATUM (2000)	S_HOSP_U	S_HOSP_U
Uncomplicated births sampled	S_UNCB	S_UNCB
Number of sample uncomplicated births in STRATUM (1997) or KID_STRATUM (2000)	S_UNCB_U	S_UNCB_U
Total hospital discharges	TOTDSCHG	TOTAL_DISC
Weight to uncomplicated births in universe for all analyses excluding those that involve total charges. <i>In the 1997 data, one weight (CHLDWT_U) is used to create all estimates.</i>	UNCBWT_U	UNCBWT
Weight to uncomplicated births in universe for total charge estimates. <i>In the 1997 data, one weight (CHLDWT_U) is used to create all estimates.</i>	UNCBWT_U	UNCBWTcharge
Calendar year	YEAR	YEAR



CENTRAL DISTRIBUTOR

HCUP KID APPLICATION

The Healthcare Cost and Utilization Project (HCUP) Kids' Inpatient Database (KID) is available through the HCUP Central Distributor under the auspices of the Agency for Healthcare Research and Quality (AHRQ). The KID database excludes data elements that could directly or indirectly identify individuals. Access to the files is open to users who sign a Data Use Agreement. Users must agree to use the database for research and statistical purposes only and to make no attempts to identify individuals.

Directions to Complete the HCUP KID Application:

1. Print or type all responses. An electronic copy is available on request.
2. Complete Part I: Organization and/or Individual Requesting Use of the HCUP KID (page 13).
3. Determine the Total Payment Due and Select Payment Method (Part II, pages 14-15).
4. Read and sign the Indemnification Clause (Part III, page 16).
5. Read and sign the Data Use Agreement for HCUP Kids' Inpatient Database (Part IV, page 17-20).
6. Submit the completed application (pages 13-20):

*HCUP Central Distributor
Social & Scientific Systems, Inc.
8757 Georgia Avenue, 12th Floor
Silver Spring, MD 20910*

Telephone: (866) 556-4287-toll free Fax: (301) 628-3201 E-mail: hcup@s-3.com

Part I: Organization and/or Individual Requesting Use of the HCUP KID

General Information:

Applicant Name: _____

Position/Title: _____

Organization (include Branch, Division,
Department): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Fax: _____

Internet Address: _____

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

The price of the KID has been set to cover the full costs associated with disseminating it to data requesters. The price includes labor costs related to handling inquiries, preparing data files, and copying documentation; and the costs associated with materials and shipping.

Students in good standing may purchase any version of the KID for \$20. Students must demonstrate that they are in fact a student by providing: 1) a copy of a valid student ID, OR 2) a letter from the registrar's office indicating that they are a student in good standing, OR 3) a note or letter from a professor or program director verifying that they are in fact a student in good standing.

If you have questions or want more information, please contact the HCUP Central Distributor by phone at (866) 556-4287 (toll-free), by fax at (301) 628-3201, or by e-mail at hcup@s-3.com.

Total Payment Due

If you need help determining the total payment due, submit the completed application (pages 13-20), 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, will be faxed or e-mailed to you. Note that the HCUP Central Distributor collects taxes only from applicants in Maryland. All other applicants are responsible for determining tax liability and remitting taxes directly to state and local taxing authorities.

Kids' Inpatient Database (KID)	1997	2000	KID Data Cost
	<input type="checkbox"/> \$ 200 All Others <input type="checkbox"/> \$ 20 Students	<input type="checkbox"/> \$ 200 All Others <input type="checkbox"/> \$ 20 Students	\$ _____
Tax (MD applicants only):			\$ _____
<i>Orders will not be filled until full payment has been received.</i>			\$ _____
Total Payment Due:			\$ _____

Payment Method

The HCUP Central Distributor accepts purchase orders, and payment may be made by major credit card, check, or electronic funds' transfer.

Paying by Credit Card

Visa, MasterCard and American Express 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 by mail or telephone. If you would like to mail the information, please complete items 1 – 10 of the Credit Card Payment form on the next page and mail 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*

If you prefer to provide your credit card information by telephone, please call toll-free at (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. The address is listed above.

Part III: Indemnification Clause

Recipient shall indemnify and hold The MEDSTAT Group, Inc. 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 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 KID data provided by The MEDSTAT Group, Inc. Further, Recipient agrees that The MEDSTAT Group, Inc. shall not be liable to Recipient for any reason whatsoever arising out of the KID data or the Recipient's use of the KID data.

Recipient certifies and warrants that it has made no representations to The MEDSTAT Group, Inc. concerning any uses it (Recipient) intends to make of the KID data provided by The MEDSTAT Group, Inc. under the terms and conditions of The MEDSTAT Group, Inc. contract with the U.S. Department of Health and Human Services, Agency for Healthcare Research and Quality. Further, Recipient agrees that no representation of Recipient as to the Recipient's intended use of the KID data was used to determine whether the Recipient's request to use KID data would be approved.

Recipient shall indemnify and hold Social & Scientific Systems, Inc. (SSS) and its directors, officers, employees, owners, 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 KID data provided by SSS. Further, Recipient agrees that SSS shall not be liable to Recipient for any reason whatsoever arising out of the KID data or the Recipient's use of the KID data.

Recipient certifies and warrants that it has made no representations to SSS concerning any uses it (Recipient) intends to make of the KID data provided by SSS under the terms and conditions of its contract with the U.S. Department of Health and Human Services, Agency for Healthcare Research and Quality. Further, Recipient agrees that no representation of Recipient as to the Recipient's intended use of the KID data was used to determine whether the Recipient's request to use KID data would be approved.

Signed: _____ Date: _____

Part IV: Data Use Agreement for HCUP Kids' Inpatient Database



**DATA USE AGREEMENT for the
Kids' Inpatient Database from the
Healthcare Cost and Utilization Project
Agency for Healthcare Research and Quality**

This Data Use Agreement (“Agreement”) implements the data protections of the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (Public Law 104-191) and the Agency for Healthcare Research and Quality (AHRQ) confidentiality statute. Any individual (“data recipient”) seeking to obtain or use data in the Kids’ Inpatient Database (KID) from the Healthcare Cost and Utilization Project (HCUP) maintained by the Center for Delivery, Organization, and Markets (CDOM) within AHRQ, must sign and submit this Agreement to AHRQ or its agent before access to the KID may be granted.

In accordance with HIPAA, the KID may only be used or disclosed in the form of a *limited data set*, as defined by the HIPAA Privacy Rule (45 CFR § 164.514(e)).

The AHRQ confidentiality statute, Section 924(c) of the Public Health Service Act (42 U.S.C. 299c-3(c)), requires that data collected by AHRQ that identify individuals or establishments be used only for the purpose for which they were supplied. Data supplied to AHRQ for HCUP and disclosed in limited data set form are identifiable under the HIPAA Privacy Rule and are provided by the data sources only for research, analysis, and aggregate statistical reporting. Therefore, data recipients may use HCUP data only for these purposes.

No Identification of Persons—Any effort to determine the identity of any person contained in HCUP databases (including but not limited to patients, physicians, and other health care providers), or to use the information for any purpose other than for research, analysis, and aggregate statistical reporting, would violate the AHRQ confidentiality statute, the conditions of this Agreement, and the HIPAA Privacy Rule. Recipients of the data set are prohibited under the AHRQ confidentiality statute and the terms of this Agreement from releasing, disclosing, publishing, or presenting any individually identifying information obtained under this Agreement. AHRQ omits from the data set all direct identifiers that are required to be excluded from limited data sets as defined by the HIPAA Privacy Rule. It may be possible in limited situations, through deliberate technical analysis, and with outside information, to ascertain from the limited data sets the identity of particular persons. Considerable harm could ensue if this were to occur. Therefore, any attempts to identify individuals are prohibited and information that could identify individuals directly or by inference must not be released or published. In addition, users of the data must not attempt to contact individuals for any purpose, including verifying information supplied in the data set. Any questions about the data must be referred exclusively to AHRQ.

Use of Establishment Identifiers—Section 924(c) of the Public Health Service Act (42 U.S.C. 299c-3(c)) also restricts the use of any information that permits the identification of establishments for purposes other than those for which the information was originally supplied. Permission is obtained from the HCUP data sources (state data organizations, hospital associations, and data consortia) to use the identification of hospitals (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. Users of the data must not identify establishments directly or by inference in disseminated material. In addition, users of the data must not contact 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 would violate the AHRQ confidentiality statute and trigger its penalty provisions.

The undersigned gives the following assurances with respect to the KID data set:

- C I will not use and will prohibit others from using or disclosing the data set (or any part), except for research, analysis, and aggregate statistical reporting, and only as permitted by this Agreement.
- C I will ensure that the data are kept in a secured environment and that only authorized users will have access to the data.
- C I will not release or disclose, and will prohibit others from releasing or disclosing, any data that are individually identifiable under the HIPAA Privacy Rule, or any information that identifies persons, directly or indirectly, except as permitted under this Agreement and in accordance with the above-mentioned AHRQ confidentiality statute.
- C 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 less than or equal to 10.
- C 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 a member, agent, or contractor of the organization (specified below), except with the approval of AHRQ.
- C I will require others employed in my organization (specified below), and any agents or contractors of my organization, who will use or will have access to the data set, to sign a copy of this Agreement (specifically acknowledging their agreement to abide by its terms) and I will submit those signed Agreements to AHRQ or its agent before granting access.
- C 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.
- C I will not attempt to use and will prohibit others from using the data set to learn the identity of any person included in the data set or to contact any such person for any purpose.
- C In accordance with the AHRQ confidentiality statute, I will not use and will prohibit others from using the data set concerning individual establishments (1) for commercial or competitive purposes involving those individual establishments; (2) to determine the rights, benefits, or privileges of individual establishments; or (3) to report, through any medium, data that could identify, directly or by inference, individual establishments.
- C When the identities of establishments are not provided in the data sets, I will not attempt to use and will prohibit others from using the data set to learn the identity of any establishment.
- C I will not contact and will prohibit others from contacting establishments or persons in the data set to question, verify, or discuss data in the HCUP databases.
- C 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, organization, 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.
- C I will make no statement and will prohibit others from making statements indicating or suggesting that interpretations drawn are those of the data sources or AHRQ.

- C I will acknowledge in all reports based on these data that the source of the data is the “Kids’ Inpatient Database (KID), Healthcare Cost and Utilization Project (HCUP), Agency for Healthcare Research and Quality.”

Safeguards. I agree to use appropriate safeguards to prevent use or disclosure of the data set other than as permitted by this Agreement.

Permitted Access to Limited Data Set. I shall limit the use or receipt of the data set to the individuals who require access in order to perform activities permitted by this Agreement. This Agreement must be signed by all such individuals and submitted to AHRQ or its agent before access to the data set may be granted.

Re-disclosure. I will not re-disclose (i.e., share) the data set (or any part), unless the individual who will receive the data has agreed in writing to be bound by the same restrictions and conditions that apply to me under this Agreement.

The HIPAA Privacy Rule. I agree not to use or disclose the data set in any manner that would violate the HIPAA Privacy Rule if I were a covered entity under the Privacy Rule.

Agents and Contractors. I shall ensure that any agents, including contractors and subcontractors to whom I provide the data set, agree in writing to be bound by the same restrictions and conditions that apply to me with respect to the limited data set.

Reporting Violations of this Agreement. I agree to report any violations to AHRQ within twenty-four (24) hours of becoming aware of any use or disclosure of the limited data set in violation of this Agreement or applicable law.

Term, Breach, and Termination of this Agreement. This Agreement shall continue in full effect until the data recipient has returned all copies of the data set to AHRQ. Any noncompliance by the data recipient with the terms of this Agreement will be grounds for immediate termination of the Agreement if, at the sole determination of AHRQ, the data recipient knew or should have known of such noncompliance and failed to immediately take reasonable steps to remedy the noncompliance.

Reporting to the United States Department of Health and Human Services. If the data recipient fails to remedy any breach or violation of this Agreement to the satisfaction of AHRQ, and if termination of the Agreement is not feasible, AHRQ shall report the recipient’s breach or violation to the Secretary of the United States Department of Health and Human Services, and the recipient agrees that he or she shall not have or make any claims against AHRQ with respect to such report(s).

I understand that this Agreement is requested by the United States Agency for Healthcare Research and Quality to ensure compliance with its statutory confidentiality requirement. My signature indicates my Agreement to comply with the above-stated requirements with the knowledge that any violation of the AHRQ confidentiality statute is subject to a civil penalty of up to \$10,000 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 of up to \$10,000 or up to five years in prison. 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 of Data Recipient: _____

Title: _____

Organization: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ Fax: _____

E-mail: _____

The information above is maintained by AHRQ for the purpose of enforcement of this Agreement. This information may also be used by AHRQ to create an HCUP mailing list. The mailing list allows AHRQ to send users information such as notices about the release of new databases and errata when data errors are discovered.

I do not wish to be included on the HCUP mailing list.

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.

Agency for Healthcare Research and Quality
Rockville, Maryland
<http://www.hcup-us.ahrq.gov/home.jsp>

Final Checklist:

- ✓ *Have you completed Part I and Part II of the application (pages 13-14)?*
- ✓ *Have you exercised option 1 or 2 in terms of total payment (page 14)?*
- ✓ *If paying by check, have you enclosed a check payable to **Social & Scientific Systems, Inc.** for the full amount due (page 14)?*
- ✓ *If paying by credit card, have you completed and signed the credit card payment form (page 15)?*
- ✓ *Have you read and signed the Indemnification Clause (page 16)?*
- ✓ *Have you read and signed the "Data Use Agreement for HCUP KIDs' Inpatient Database" (pages 17-20)?*
- ✓ *Submit your application (pages 13-20) by fax or mail to the HCUP Central Distributor, SSS, Inc. Contact information is listed on page 12.*

For Internal Use Only:

Date Received: _____	DUA Signed/Dated: _____	Order Number: _____
Application Complete: _____	Payment Received: _____	Date Shipped: _____