



H·CUP
HEALTHCARE COST AND UTILIZATION PROJECT

SID/SASD/SEDD APPLICATION KIT

November 20, 2009



CENTRAL DISTRIBUTOR

UNIFORM STATE APPLICATION

Data Organizations participating in the Healthcare Cost and Utilization Project (HCUP) have agreed to release their State Inpatient Databases (SID), State Ambulatory Surgery Databases (SASD), and State Emergency Department Databases (SEDD) through a 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 for the Data Organizations. The information is not for AHRQ or the HCUP Central Distributor. 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. The Data Organizations dictate 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.

Directions to Complete the Uniform State Application:

1. Print or type all responses.
2. Complete all applicable parts of this application.
 - Part I Organization and/or Individual Requesting Use of the HCUP Databases (page 2)
 - Part II Intended Use of Data and Project Activities (page 3)
 - Part III Selection of HCUP Databases (page 5)
3. Determine the Total Payment Due and Select Payment Method (Part IV, page 15).
4. Read and sign the Indemnification Clause (Part V, page 17).
5. Complete the online HCUP Data Use Agreement Training Course and provide your Certification Code (Part VI, page 18).
6. If purchasing the SID, read and sign the Data Use Agreement for HCUP State Inpatient Databases (Part VII, page 19).
7. If purchasing the SASD, read and sign the Data Use Agreement for HCUP State Ambulatory Surgery Databases (Part VIII, page 23).
8. If purchasing the SEDD, read and sign the Data Use Agreement for HCUP State Emergency Department Databases (Part IX, page 27).
9. Submit the completed application (pages 2-31):

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

Telephone: (866) 556-4287 (toll free) Fax: (866) 792-5313 E-mail: HCUPDistributor@AHRQ.gov

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

General Information:

Applicant Name: _____

Position/Title: _____

Organization (include Branch, Division, Department): _____

Street Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____ Fax: _____

Internet Address: _____

Type of Organization:

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)

Check the *one* box that best characterizes the type of ownership of your organization.

- Not-for-profit
- For-profit

Part II: Intended Use of Data and Project Activities

Describe the intended use of the data requested. Attach additional pages if necessary. Include:

- **Brief description of project(s) and intended use of the data** (e.g., clinical research, health services research, analyses to address public policy issues, analyses to address private policy issues, creating products or tools such as quality measurements, severity adjustment software, etc.)
- **Brief description of the subject area(s) that you plan to investigate** (e.g., health outcomes, quality, cost, utilization, access, markets, etc.)
- **Brief description of the potential uses of the final products that you may create using the data** (e.g., papers, reports, tools, analyses for public domain and/or internal use, etc.)

Please refer to Part VI “Data Use Agreement for HCUP State Inpatient Databases” (page 19), Part VII “Data Use Agreement for HCUP State Ambulatory Surgery Databases” (page 23), and Part VIII “Data Use Agreement for HCUP State Emergency Department Databases” (page 27) for complete descriptions of the acceptable uses of the HCUP SID, SASD, and SEDD. In general, the HCUP SID, SASD, and SEDD are available for the purpose of research and aggregate statistical reporting. Attempts to identify individuals are strictly prohibited. Information that could identify individuals or establishments directly or by inference may not be released in disseminated materials. The data may not be re-released in any form without prior approval of the participating Data Organization(s).

HCUP Request:

Check *all* boxes that describe the reasons for requesting the HCUP databases.

- Research requires specific state(s).
- Research requires variables only available in the selected states (e.g., encrypted patient ZIP Codes, encrypted physician identifiers). Indicate variables below.

Other (describe in space provided)

Section I. Select State Inpatient Databases (SID)

Mark boxes for the data you are requesting (see next page) and enter the total cost of requested data under the column titled "Total."

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

The participating Data Organizations dictate the price of the data. Handling charges are already included. Some Data Organizations offer a price discount to AHRQ Grant recipients, and Arizona currently offers a discount to students.

If you are not sure if you qualify for the AHRQ Grantee discount, please refer to Section IV. AHRQ Grantee (page 14).

Students in good standing may purchase the 2005-2007 Arizona SID for \$35. 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 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 any questions or want information on other years of data or more sensitive data elements for a state, please contact the HCUP Central Distributor by phone at (866) 556-4287 (toll free), fax at (866) 792-5313 (toll free), or e-mail at HCUPDistributor@AHRQ.gov.

State	HCUP SID Price Structure	1990	1991	1992	1993	1994	1995 - 2007	Total
Arizona	All Applicants	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	See next page	
Arkansas	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
California	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Colorado	All Applicants	<input type="checkbox"/> \$ 255	<input type="checkbox"/> \$ 255	<input type="checkbox"/> \$ 255	<input type="checkbox"/> \$ 255	<input type="checkbox"/> \$ 255	See next page	
Florida	All Applicants	<input type="checkbox"/> \$ 135	<input type="checkbox"/> \$ 135	<input type="checkbox"/> \$ 135	<input type="checkbox"/> \$ 135	<input type="checkbox"/> \$ 135	See next page	
Hawaii	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Iowa	All Applicants	<input type="checkbox"/> \$ 435	<input type="checkbox"/> \$ 435	<input type="checkbox"/> \$ 435	<input type="checkbox"/> \$ 435	<input type="checkbox"/> \$ 435	See next page	
Kentucky	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Maine	Non-profit/Educational	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
	Commercial	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Maryland	All Applicants	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	See next page	
Massachusetts	All Applicants	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	See next page	
Michigan	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Nebraska	All Others	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
	AHRQ Grantee (Complete Section IV, page 14)	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Nevada	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
New Jersey	All Applicants	<input type="checkbox"/> \$ 60	<input type="checkbox"/> \$ 60	<input type="checkbox"/> \$ 60	<input type="checkbox"/> \$ 60	<input type="checkbox"/> \$ 60	See next page	
New York	All Others	<input type="checkbox"/> \$ 685	<input type="checkbox"/> \$ 685	<input type="checkbox"/> \$ 685	<input type="checkbox"/> \$ 685	<input type="checkbox"/> \$ 685	See next page	
	AHRQ Grantee (Complete Section IV, page 14)	<input type="checkbox"/> \$ 360	<input type="checkbox"/> \$ 360	<input type="checkbox"/> \$ 360	<input type="checkbox"/> \$ 360	<input type="checkbox"/> \$ 360	See next page	
North Carolina	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Oregon	Not-for-profit Affiliation	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 235	<input type="checkbox"/> \$ 235	See next page	
	For-profit Affiliation--SEE FOOTNOTE.	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Rhode Island	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
South Carolina	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Utah	Public, State/Federal Agency, Academic Organization	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
	Private Organization	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Vermont	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Washington	All Applicants	<input type="checkbox"/> \$ 735	<input type="checkbox"/> \$ 735	<input type="checkbox"/> \$ 735	<input type="checkbox"/> \$ 735	<input type="checkbox"/> \$ 735	See next page	
West Virginia	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Wisconsin	All Applicants	<input type="checkbox"/> \$ 635	<input type="checkbox"/> \$ 635	<input type="checkbox"/> \$ 635	<input type="checkbox"/> \$ 635	<input type="checkbox"/> \$ 635	See next page	

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State	HCUP SID Price Structure	1995	1996	1997	1998	1999	2000 - 2007	TOTAL
Arizona	All Applicants	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	See next page	
Arkansas	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
California	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Colorado	All Applicants	<input type="checkbox"/> \$ 255	<input type="checkbox"/> \$ 255	<input type="checkbox"/> \$ 255	<input type="checkbox"/> \$ 255	<input type="checkbox"/> \$ 255	See next page	
Florida	All Applicants	<input type="checkbox"/> \$ 140	<input type="checkbox"/> \$ 140	<input type="checkbox"/> \$ 140	<input type="checkbox"/> \$ 135	<input type="checkbox"/> \$ 135	See next page	
Hawaii	Not-for-profit Affiliation	Not Available	<input type="checkbox"/> \$ 635	<input type="checkbox"/> \$ 635	<input type="checkbox"/> \$ 635	<input type="checkbox"/> \$ 635	See next page	
	For-profit Affiliation	Not Available	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	See next page	
Iowa	Not-for-profit Affiliation	<input type="checkbox"/> \$ 435	<input type="checkbox"/> \$ 435	<input type="checkbox"/> \$ 435	<input type="checkbox"/> \$ 435	<input type="checkbox"/> \$ 435	See next page	
	For-profit Affiliation	<input type="checkbox"/> \$ 435	<input type="checkbox"/> \$ 435	<input type="checkbox"/> \$ 435	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	See next page	
Kentucky	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Maine	Non-profit/Educational	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 435	See next page	
	Commercial	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 435	See next page	
Maryland	All Applicants	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	See next page	
Massachusetts	All Applicants	<input type="checkbox"/> \$ 845	<input type="checkbox"/> \$ 845	<input type="checkbox"/> \$ 845	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	See next page	
Michigan	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 560	See next page	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 985	See next page	
Nebraska	All Others	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
	AHRQ Grantee (Complete Section IV, page 14)	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Nevada	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
New Jersey	All Applicants	<input type="checkbox"/> \$ 70	<input type="checkbox"/> \$ 65	<input type="checkbox"/> \$ 65	<input type="checkbox"/> \$ 60	<input type="checkbox"/> \$ 60	See next page	
New York	All Others	<input type="checkbox"/> \$ 710	<input type="checkbox"/> \$ 710	<input type="checkbox"/> \$ 705	<input type="checkbox"/> \$ 685	<input type="checkbox"/> \$ 685	See next page	
	AHRQ Grantee (Complete Section IV, page 14)	<input type="checkbox"/> \$ 385	<input type="checkbox"/> \$ 385	<input type="checkbox"/> \$ 380	<input type="checkbox"/> \$ 360	<input type="checkbox"/> \$ 360	See next page	
North Carolina	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Oregon	Not-for-profit Affiliation	<input type="checkbox"/> \$ 785	<input type="checkbox"/> \$ 785	<input type="checkbox"/> \$ 785	<input type="checkbox"/> \$ 785	<input type="checkbox"/> \$ 785	See next page	
	For-profit Affiliation—SEE FOOTNOTE.	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Rhode Island	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
South Carolina	All Applicants	<input type="checkbox"/> \$ 485	<input type="checkbox"/> \$ 485	<input type="checkbox"/> \$ 485	<input type="checkbox"/> \$ 635	<input type="checkbox"/> \$ 635	See next page	
Utah	Public, State/Federal Agency, Academic Organization	Not Available	Not Available	<input type="checkbox"/> \$ 785	<input type="checkbox"/> \$ 785	<input type="checkbox"/> \$ 785	See next page	
	Private Organization	Not Available	Not Available	<input type="checkbox"/> \$ 1,535	<input type="checkbox"/> \$ 1,535	<input type="checkbox"/> \$ 1,535	See next page	
Vermont	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Washington	All Applicants	<input type="checkbox"/> \$ 735	<input type="checkbox"/> \$ 735	<input type="checkbox"/> \$ 735	<input type="checkbox"/> \$ 85	<input type="checkbox"/> \$ 85	See next page	
West Virginia	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Wisconsin	All Applicants	<input type="checkbox"/> \$ 635	<input type="checkbox"/> \$ 635	<input type="checkbox"/> \$ 635	<input type="checkbox"/> \$ 635	<input type="checkbox"/> \$ 635	See next page	

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State	HCUP SID Price Structure	2000	2001	2002	2003	2004	2005-2007	TOTAL
Arizona	All Applicants	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	See next page	
Arkansas	All Applicants	Not Available	Not Available	Not Available	Not Available	☐ \$ 485	See next page	
California	Government, Non-profit Research or Educational Institution	Not Available	Not Available	Not Available	☐ \$ 235	☐ \$ 35	See next page	
	All Others	Not Available	Not Available	Not Available	☐ \$ 235	☐ \$ 235	See next page	
Colorado	All Applicants	☐ \$ 355	☐ \$ 355	☐ \$ 355	☐ \$ 455	☐ \$ 455	See next page	
Florida	All Applicants	☐ \$ 135	☐ \$ 135	☐ \$ 135	☐ \$ 135	☐ \$ 135	See next page	
Hawaii	Not-for-profit Affiliation	☐ \$ 835	☐ \$ 835	☐ \$ 835	☐ \$ 835	☐ \$ 835	See next page	
	For-profit Affiliation	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	See next page	
Iowa	Not-for-profit Affiliation	☐ \$ 435	☐ \$ 435	☐ \$ 535	☐ \$ 535	☐ \$ 535	See next page	
	For-profit Affiliation	☐ \$ 835	☐ \$ 835	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	See next page	
Kentucky	All Applicants	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	See next page	
Maine	Non-profit/Educational	☐ \$ 435	☐ \$ 435	☐ \$ 435	☐ \$ 685	Not Available	See next page	
	Commercial	☐ \$ 435	☐ \$ 435	☐ \$ 435	☐ \$ 1,335	Not Available	See next page	
Maryland	All Applicants	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	See next page	
Massachusetts	All Applicants	☐ \$ 835	☐ \$ 835	☐ \$ 835	☐ \$ 835	☐ \$ 835	See next page	
Michigan	Not-for-profit Affiliation	☐ \$ 560	☐ \$ 560	☐ \$ 560	☐ \$ 560	☐ \$ 585	See next page	
	For-profit Affiliation	☐ \$ 985	☐ \$ 985	☐ \$ 985	☐ \$ 1,535	☐ \$ 1,535	See next page	
Nebraska	All Others	Not Available	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	See next page	
	AHRQ Grantee (Complete Section IV, page 14)	Not Available	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	See next page	
Nevada	Not-for-profit Affiliation	Not Available	Not Available	☐ \$ 285	☐ \$ 285	☐ \$ 285	See next page	
	For-profit Affiliation	Not Available	Not Available	☐ \$ 535	☐ \$ 535	☐ \$ 535	See next page	
New Jersey	All Applicants	☐ \$ 60	☐ \$ 60	☐ \$ 60	☐ \$ 60	☐ \$ 60	See next page	
New York	All Others	☐ \$ 685	☐ \$ 685	☐ \$ 685	☐ \$ 685	☐ \$ 735	See next page	
	AHRQ Grantee (Complete Section IV, page 14)	☐ \$ 360	☐ \$ 360	☐ \$ 360	☐ \$ 360	☐ \$ 385	See next page	
North Carolina	Not-for-profit Affiliation	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	See next page	
	For-profit Affiliation	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	See next page	
Oregon	Not-for-profit Affiliation	☐ \$ 785	☐ \$ 785	☐ \$ 785	☐ \$ 785	☐ \$ 785	See next page	
	For-profit Affiliation—SEE FOOTNOTE.	Not Available	Not Available	Not Available	Not Available	Not Available	See next page	
Rhode Island	All Applicants	Not Available	Not Available	☐ \$ 135	☐ \$ 135	☐ \$ 135	See next page	
South Carolina	All Applicants	☐ \$ 635	☐ \$ 635	☐ \$ 635	☐ \$ 635	☐ \$ 635	See next page	
Utah	Public, State/Federal Agency, Academic Organization	☐ \$ 785	☐ \$ 822	☐ \$ 822	☐ \$ 822	☐ \$ 822	See next page	
	Private Organization	☐ \$ 1,535	☐ \$ 1,610	☐ \$ 1,610	☐ \$ 1,610	☐ \$ 1,610	See next page	
Vermont	Not-for-profit Affiliation	Not Available	☐ \$ 555	☐ \$ 555	☐ \$ 555	☐ \$ 555	See next page	
	For-profit Affiliation	Not Available	☐ \$ 1,055	☐ \$ 1,055	☐ \$ 1,055	☐ \$ 1,055	See next page	
Washington	All Applicants	☐ \$ 85	☐ \$ 85	☐ \$ 85	☐ \$ 85	☐ \$ 85	See next page	
West Virginia	All Applicants	☐ \$ 485	☐ \$ 485	☐ \$ 485	☐ \$ 510	☐ \$ 510	See next page	
Wisconsin	All Applicants	☐ \$ 635	☐ \$ 635	☐ \$ 735	☐ \$ 735	☐ \$ 735	See next page	

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State	HCUP SID Price Structure	2005	2006	2007	2008	TOTAL
Arizona	Students	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	
	Non-profit/Educational	☐ \$ 135	☐ \$ 135	☐ \$ 135	☐ \$ 135	
	For-profit Affiliation	☐ \$ 335	☐ \$ 335	☐ \$ 335	☐ \$ 335	
Arkansas	All Applicants	☐ \$ 485	☐ \$ 485	☐ \$ 485	Not Available	
California	Government, Non-profit Research or Educational Institution	☐ \$ 35	☐ \$ 35	☐ \$ 35	Not Available	
	All Others	☐ \$ 235	☐ \$ 235	☐ \$ 235	Not Available	
Colorado	All Applicants	☐ \$ 515	☐ \$ 515	☐ \$ 515	☐ \$ 515	
Florida	All Applicants	☐ \$ 135	☐ \$ 135	☐ \$ 135	Not Available	
Hawaii	Not-for-profit Affiliation	☐ \$ 835	☐ \$ 835	☐ \$ 835	Not Available	
	For-profit Affiliation	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	Not Available	
Iowa	Not-for-profit Affiliation	☐ \$ 535	☐ \$ 585	☐ \$ 585	☐ \$ 585	
	For-profit Affiliation	☐ \$ 1,035	☐ \$ 1,135	☐ \$ 1,135	☐ \$ 1,135	
Kentucky	All Applicants	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	Not Available	
Maine	Non-profit/Educational	Not Available	☐ \$ 685	☐ \$ 685	Not Available	
	Commercial	Not Available	☐ \$ 1,335	☐ \$ 1,335	Not Available	
Maryland	All Applicants	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	
Massachusetts	All Applicants	☐ \$ 835	☐ \$ 835	Not Available	Not Available	
Michigan	Not-for-profit Affiliation	☐ \$ 585	☐ \$ 585	☐ \$ 585	Not Available	
	For-profit Affiliation	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	Not Available	
Nebraska	All Others	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	Not Available	
	AHRQ Grantee (Complete Section IV, page 14)	☐ \$ 535	☐ \$ 535	☐ \$ 535	Not Available	
Nevada	Not-for-profit Affiliation	☐ \$ 435	☐ \$ 435	☐ \$ 435	Not Available	
	For-profit Affiliation	☐ \$ 835	☐ \$ 835	☐ \$ 835	Not Available	
New Jersey	All Applicants	☐ \$ 60	☐ \$ 60	☐ \$ 60	Not Available	
New York	All Others	☐ \$ 735	☐ \$ 735	☐ \$ 735	Not Available	
	AHRQ Grantee (Complete Section IV, page 14)	☐ \$ 385	☐ \$ 385	☐ \$ 385	Not Available	
North Carolina	Not-for-profit Affiliation	☐ \$ 535	☐ \$ 535	☐ \$ 535	Not Available	
	For-profit Affiliation	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	Not Available	
Oregon	Not-for-profit Affiliation	☐ \$ 785	☐ \$ 785	☐ \$ 785	Not Available	
	For-profit Affiliation—SEE FOOTNOTE	Not Available	Not Available	Not Available	Not Available	
Rhode Island	All Applicants	☐ \$ 135	☐ \$ 135	☐ \$ 135	Not Available	
South Carolina	All Applicants	☐ \$ 635	☐ \$ 635	☐ \$ 635	Not Available	
Utah	Public, State/Federal Agency, Academic Organization	☐ \$ 822	☐ \$ 822	☐ \$ 1,610	Not Available	
	Private Organization	☐ \$ 1,610	☐ \$ 1,610	☐ \$ 3,185	Not Available	
Vermont	Not-for-profit Affiliation	☐ \$ 655	☐ \$ 655	☐ \$ 655	Not Available	
	For-profit Affiliation	☐ \$ 1,255	☐ \$ 1,255	☐ \$ 1,255	Not Available	
Washington	All Applicants	☐ \$ 85	☐ \$ 85	☐ \$ 85	Not Available	
West Virginia	All Applicants	☐ \$ 510	☐ \$ 510	☐ \$ 510	Not Available	
Wisconsin	All Applicants	☐ \$ 835	☐ \$ 835	☐ \$ 835	☐ \$ 835	
TOTAL DATA COST: Calculate total cost for all data requested. See Part IV (page 15) for instructions on determining the total payment due:						

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Section II. Select State Ambulatory Surgery Databases (SASD)

Mark boxes for the data you are requesting. Please refer to the Databases section of the HCUP User Support Website (www.hcup-us.ahrq.gov) for detailed information about the SASD. Not all HCUP data elements are available from every state.

The participating Data Organizations dictate the price of the data. Handling charges are already included. Some Data Organizations offer a price discount to AHRQ Grant recipients. If you are not sure if you qualify for this discount, please refer to Section IV. AHRQ Grantee (page 14). Enter the total cost of requested data under the column titled "Total."

If you have questions or want information on other years of data or more sensitive data elements for a state, please contact the HCUP Central Distributor by phone at (866) 556-4287 (toll free), fax at (866) 792-5313 (toll free), or e-mail at HCUPDistributor@AHRQ.gov.

State	HCUP SASD Price Structure	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	TOTAL
California	Government, Non-profit Research or Educational Institution	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	☐ \$ 35	☐ \$ 35	☐ \$ 35	Not Available	
	All Others	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	☐ \$ 235	☐ \$ 235	☐ \$ 235	Not Available	
Colorado	All Applicants	☐ \$ 330	☐ \$ 330	☐ \$ 330	☐ \$ 330	☐ \$ 330	☐ \$ 355	☐ \$ 355	☐ \$ 355	☐ \$ 395	☐ \$ 395	☐ \$ 395	☐ \$ 395	
Florida	All Applicants	☐ \$ 140	☐ \$ 135	☐ \$ 135	☐ \$ 135	☐ \$ 135	☐ \$ 135	☐ \$ 135	☐ \$ 135	☐ \$ 135	☐ \$ 135	☐ \$ 135	Not Available	
Iowa	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	☐ \$ 535	☐ \$ 535	☐ \$ 585	☐ \$ 585	☐ \$ 585
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,135	☐ \$ 1,135	☐ \$ 1,135
Kentucky	All Applicants	Not Available	Not Available	Not Available	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	Not Available	
Maine	Non-profit/Educational	Not Available	Not Available	☐ \$ 435	☐ \$ 435	☐ \$ 435	☐ \$ 435	☐ \$ 435	Not Available	Not Available	☐ \$ 1,135	☐ \$ 1,135	Not Available	
	Commercial	Not Available	Not Available	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	Not Available	Not Available	☐ \$ 2,635	☐ \$ 2,635	Not Available	
Maryland	All Applicants	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	☐ \$ 35	
Michigan	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	☐ \$ 560	☐ \$ 585	☐ \$ 585	☐ \$ 585	Not Available
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	☐ \$ 985	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	Not Available
Nebraska	All Others	Not Available	Not Available	Not Available	Not Available	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	☐ \$ 1,035	Not Available	
	AHRQ Grantee (Complete Section IV, page 14)	Not Available	Not Available	Not Available	Not Available	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	Not Available	
New Jersey	All Applicants	☐ \$ 60	☐ \$ 60	☐ \$ 60	☐ \$ 60	☐ \$ 60	☐ \$ 60	☐ \$ 60	☐ \$ 60	☐ \$ 60	☐ \$ 60	☐ \$ 60	Not Available	
New York	All Others	☐ \$ 485	☐ \$ 485	☐ \$ 485	☐ \$ 485	☐ \$ 485	☐ \$ 485	☐ \$ 485	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	Not Available	
	AHRQ Grantee (Complete Section IV, page 14)	☐ \$ 260	☐ \$ 260	☐ \$ 260	☐ \$ 260	☐ \$ 260	☐ \$ 260	☐ \$ 260	☐ \$ 285	☐ \$ 285	☐ \$ 285	☐ \$ 285	Not Available	
North Carolina	Not-for-profit Affiliation	Not Available	Not Available	Not Available	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	Not Available	
	For-profit Affiliation	Not Available	Not Available	Not Available	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	Not Available	
South Carolina	All Applicants	Not Available	Not Available	Not Available	☐ \$ 747	☐ \$ 747	☐ \$ 747	☐ \$ 747	☐ \$ 747	☐ \$ 747	☐ \$ 747	☐ \$ 747	Not Available	
Utah	Public, State/Federal Agency, Academic Organization	☐ \$ 785	☐ \$ 785	☐ \$ 785	☐ \$ 785	☐ \$ 822	☐ \$ 822	☐ \$ 822	☐ \$ 822	☐ \$ 822	☐ \$ 822	☐ \$ 1,610	Not Available	
	Private Organization	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,535	☐ \$ 1,610	☐ \$ 1,610	☐ \$ 1,610	☐ \$ 1,610	☐ \$ 1,610	☐ \$ 1,610	☐ \$ 3,185	Not Available	
Vermont	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	☐ \$ 555	☐ \$ 555	☐ \$ 555	☐ \$ 555	☐ \$ 655	☐ \$ 655	☐ \$ 655	Not Available	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	☐ \$ 1,055	☐ \$ 1,055	☐ \$ 1,055	☐ \$ 1,055	☐ \$ 1,255	☐ \$ 1,255	☐ \$ 1,255	Not Available	
Wisconsin	All Applicants	Not Available	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 535	☐ \$ 635	☐ \$ 735	☐ \$ 735	☐ \$ 835	☐ \$ 835	☐ \$ 835	☐ \$ 835	
TOTAL DATA COST: Calculate total cost for all data requested. See Part IV (page 15) for instructions on determining the total payment due:														

Section III. Select State Emergency Department Databases (SEDD)

Mark boxes for the data you are requesting (see next page) and enter the total cost of requested data under the column titled "Total".

Please refer to the Databases section of the HCUP User Support Website (www.hcup-us.ahrq.gov) for detailed information about the SEDD. Importantly, the SEDD contain only emergency department visits that do not result in hospitalizations. To complete an analysis on all emergency department visits, researchers should purchase the SEDD and the SID. Not all HCUP data elements are available from every state.

The participating Data Organizations dictate the price of the data. Handling charges are already included. Some Data Organizations offer a price discount to AHRQ Grant recipients, and Arizona currently offers a discount to students.

If you are not sure if you qualify for the AHRQ Grantee discount, please refer to Section IV. AHRQ Grantee (page 14).

Students in good standing may purchase the 2005-2007 Arizona SEDD for \$35. 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 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 any questions or want information on other years of data or more sensitive data elements for a state, please contact the HCUP Central Distributor by phone at (866) 556-4287 (toll-free), fax at (866) 792-5313 (toll free), or e-mail at HCUPDistributor@AHRQ.gov

State	HCUP SEDD Price Structure	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	TOTAL
Arizona	Students	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	
	Non-profit/Educational	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 135	<input type="checkbox"/> \$ 135	<input type="checkbox"/> \$ 135	<input type="checkbox"/> \$ 135	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 335	<input type="checkbox"/> \$ 335	<input type="checkbox"/> \$ 335	<input type="checkbox"/> \$ 335	
California	Government, Non-profit Research or Educational Institution	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	Not Available	
	All Others	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 235	<input type="checkbox"/> \$ 235	<input type="checkbox"/> \$ 235	Not Available	
Florida	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 135	<input type="checkbox"/> \$ 135	<input type="checkbox"/> \$ 135	Not Available	
Hawaii	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	Not Available	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 1,035	<input type="checkbox"/> \$ 1,035	<input type="checkbox"/> \$ 1,035	<input type="checkbox"/> \$ 1,035	<input type="checkbox"/> \$ 1,035	Not Available	
Iowa	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 535	<input type="checkbox"/> \$ 535	<input type="checkbox"/> \$ 585	<input type="checkbox"/> \$ 585	<input type="checkbox"/> \$ 585	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 1,035	<input type="checkbox"/> \$ 1,035	<input type="checkbox"/> \$ 1,135	<input type="checkbox"/> \$ 1,135	<input type="checkbox"/> \$ 1,135	
Maine	Non-profit/Educational	<input type="checkbox"/> \$ 1,135	<input type="checkbox"/> \$ 1,135	<input type="checkbox"/> \$ 1,135	<input type="checkbox"/> \$ 1,135	<input type="checkbox"/> \$ 1,135	Not Available	Not Available	<input type="checkbox"/> \$ 1,135	<input type="checkbox"/> \$ 1,135	Not Available	
	Commercial	<input type="checkbox"/> \$ 2,635	<input type="checkbox"/> \$ 2,635	<input type="checkbox"/> \$ 2,635	<input type="checkbox"/> \$ 2,635	<input type="checkbox"/> \$ 2,635	Not Available	Not Available	<input type="checkbox"/> \$ 2,635	<input type="checkbox"/> \$ 2,635	Not Available	
Maryland	All Applicants	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	<input type="checkbox"/> \$ 35	
Massachusetts	All Applicants	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	Not Available	Not Available	
Nebraska	All Others	Not Available	Not Available	<input type="checkbox"/> \$ 1,035	<input type="checkbox"/> \$ 1,035	<input type="checkbox"/> \$ 1,035	<input type="checkbox"/> \$ 1,035	<input type="checkbox"/> \$ 1,035	<input type="checkbox"/> \$ 1,035	<input type="checkbox"/> \$ 1,035	Not Available	
	AHRO Grantee (Complete Section IV, page 14)	Not Available	Not Available	<input type="checkbox"/> \$ 535	<input type="checkbox"/> \$ 535	<input type="checkbox"/> \$ 535	<input type="checkbox"/> \$ 535	<input type="checkbox"/> \$ 535	<input type="checkbox"/> \$ 535	<input type="checkbox"/> \$ 535	Not Available	
New Jersey	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 60	<input type="checkbox"/> \$ 60	<input type="checkbox"/> \$ 60	<input type="checkbox"/> \$ 60	Not Available	
North Carolina	Not-for-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 535	Not Available	
	For-profit Affiliation	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 1,535	Not Available	
South Carolina	All Applicants	Not Available	<input type="checkbox"/> \$ 1,889	<input type="checkbox"/> \$ 1,889	<input type="checkbox"/> \$ 1,889	<input type="checkbox"/> \$ 1,889	<input type="checkbox"/> \$ 1,889	<input type="checkbox"/> \$ 1,889	<input type="checkbox"/> \$ 1,889	<input type="checkbox"/> \$ 1,889	Not Available	
Utah	Public, State/Federal Agency, Academic Organization	Not Available	<input type="checkbox"/> \$ 1,630	<input type="checkbox"/> \$ 1,630	<input type="checkbox"/> \$ 1,630	<input type="checkbox"/> \$ 1,630	<input type="checkbox"/> \$ 1,630	<input type="checkbox"/> \$ 1,630	<input type="checkbox"/> \$ 1,630	<input type="checkbox"/> \$ 1,630	Not Available	
	Private Organization	Not Available	<input type="checkbox"/> \$ 3,205	<input type="checkbox"/> \$ 3,205	<input type="checkbox"/> \$ 3,205	<input type="checkbox"/> \$ 3,205	<input type="checkbox"/> \$ 3,205	<input type="checkbox"/> \$ 3,205	<input type="checkbox"/> \$ 3,205	<input type="checkbox"/> \$ 3,205	Not Available	
Vermont	Not-for-profit Affiliation	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 555	<input type="checkbox"/> \$ 555	<input type="checkbox"/> \$ 555	<input type="checkbox"/> \$ 655	<input type="checkbox"/> \$ 655	<input type="checkbox"/> \$ 655	Not Available	
	For-profit Affiliation	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 1,055	<input type="checkbox"/> \$ 1,055	<input type="checkbox"/> \$ 1,055	<input type="checkbox"/> \$ 1,255	<input type="checkbox"/> \$ 1,255	<input type="checkbox"/> \$ 1,255	Not Available	
Wisconsin	All Applicants	Not Available	Not Available	Not Available	Not Available	Not Available	<input type="checkbox"/> \$ 735	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	<input type="checkbox"/> \$ 835	
TOTAL DATA COST: Calculate total cost for all data requested. See Part IV (page 15) for instructions on determining the total payment due:												

Section IV. AHRQ Grantee

Some states offer a discounted price for AHRQ Grant Recipients. If you are an AHRQ Grantee and intend to use the data requested for a currently funded AHRQ project, you are entitled to the discounted price and should mark your data request accordingly. Include the name of the principal investigator, title, and the corresponding grant number in the space provided below. Other types of grants are non-applicable. The Uniform State Application in no way constitutes a grant application.

The Research Grant Application Form PHS 398 is to be used in applying for AHRQ grants. This form is available online from the National Institutes of Health Web site at the following URL:

<http://www.nih.gov/grants/funding/phs398/phs398.html>

Copies of the PHS 398 Grant Application Form are also available from:

AHRQ Publications Clearinghouse
P.O. Box 8547
Silver Spring, MD 20907-8547
Telephone: (800) 358-9295

If you are requesting data at the AHRQ Grantee discounted price, please provide the following information:

Name of Principal Investigator / Title: _____

AHRQ Grant Number: _____

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

Total Payment Due

If you need help determining the payment due, submit the completed application (pages 2-31), 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.

TOTAL PAYMENT DUE	
Total SID Data Cost From Section I:	\$ _____
Total SASD Data Cost From Section II:	\$ _____
Total SEDD Data Cost From Section III:	\$ _____
Tax (MD applicants only):	\$ _____
Total Payment Due:	\$ _____

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

Payment Methods

The HCUP Central Distributor accepts purchase orders, and payment may be made by major credit card, check, or 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 V: Indemnification Clause

Recipient shall indemnify and hold Thomson Reuters (Healthcare) 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 SID, SASD, or SEDD data provided by Thomson Reuters (Healthcare) Inc. Further, Recipient agrees that Thomson Reuters (Healthcare) Inc. shall not be liable to Recipient for any reason whatsoever arising out of the SID, SASD, or SEDD data or the Recipient's use of the SID, SASD, or SEDD data.

Recipient certifies and warrants that it has made no representations to Thomson Reuters (Healthcare) Inc. concerning any uses it (Recipient) intends to make of the SID, SASD, or SEDD data provided by Thomson Reuters (Healthcare) Inc. under the terms and conditions of Thomson Reuters (Healthcare) 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 SID, SASD, or SEDD data was used to determine whether the Recipient's request to use SID, SASD, or SEDD 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 SID, SASD, or SEDD data provided by SSS. Further, Recipient agrees that SSS shall not be liable to Recipient for any reason whatsoever arising out of the SID, SASD, or SEDD data or the Recipient's use of the SID, SASD, or SEDD data.

Recipient certifies and warrants that it has made no representations to SSS concerning any uses it (Recipient) intends to make of the SID, SASD, or SEDD 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 SID, SASD, or SEDD data was used to determine whether the Recipient's request to use SID, SASD, or SEDD data would be approved.

Signed: _____ Date: _____

New Requirement: HCUP Data Use Agreement Training

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

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

HCUP DUA Training Course Certification Code _____



DATA USE AGREEMENT for the State Inpatient Databases 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 State Inpatient Databases (SID) 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 SID may be granted.

In accordance with HIPAA, the SID 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 SID data set:

- 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.
- 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 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.
- 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.
- 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.
- 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.
- 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 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- I will provide an abstract and reference for any published research material resulting from the use of these HCUP State Inpatient Databases to the HCUP Central Distributor.
- 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 the HCUP (e.g., “*state name(s)*, State Inpatient Databases (SID), 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.

Please include me 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
HCUP Project Officer
540 Gaither Road
Rockville, Maryland 20850
<http://www.hcup-us.ahrq.gov/home.jsp>



DATA USE AGREEMENT for the State Ambulatory Surgery Databases 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 State Ambulatory Surgery Databases (SASD) 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 SASD may be granted.

In accordance with HIPAA, the SASD 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 SASD data set:

- 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.
- 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 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.
- 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.
- 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.
- 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.
- 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 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- I will provide an abstract and reference for any published research material resulting from the use of these HCUP State Ambulatory Surgery Databases to the HCUP Central Distributor.
- 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 the HCUP (e.g., “*state name(s)*, State Ambulatory Surgery Databases (SASD), 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.

Please include me 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
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DATA USE AGREEMENT for the State Emergency Department Databases 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 State Emergency Department Databases (SEDD) 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 SEDD may be granted.

In accordance with HIPAA, the SEDD 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 SEDD data set:

- 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.
- 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 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.
- 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.
- 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.
- 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.
- 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 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.
- 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.
- 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.
- 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.
- 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.
- 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.

- I will provide an abstract and reference for any published research material resulting from the use of these HCUP State Emergency Department Databases to the HCUP Central Distributor.
- 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 the HCUP (e.g., “*state name(s)*, State Emergency Department Databases (SEDD), 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.

Please include me 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.

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Final Checklist:

- ✓ *Have you completed Part I through Part III of the application (pages 2-12)?*
- ✓ *Have you supplied the necessary information to get the discounted price from some states for AHRQ Grantees (page 14)?*
- ✓ *Have you determined the total payment due (page 15)?*
- ✓ *If paying by check, have you enclosed a check payable to **Social & Scientific Systems, Inc** for the full amount due (page 15)?*
- ✓ *If paying by credit card, have you completed and signed the credit card payment form (page 16)?*
- ✓ *Have you read and signed the Indemnification Clause (page 17)?*
- ✓ *Have you completed the online HCUP Data Use Agreement Training Course and provided your Certification Code (page 18)?*
- ✓ *If purchasing the SID, have you read and signed the “Data Use Agreement for HCUP State Inpatient Databases” (pages 19-22)?*
- ✓ *If purchasing the SASD, have you read and signed the “Data Use Agreement for HCUP State Ambulatory Surgery Databases” (pages 23-26)?*
- ✓ *If purchasing the SEDD, have you read and signed the “Data Use Agreement for HCUP State Emergency Department Databases” (pages 27-30)?*
- ✓ *Submit your application (pages 2-31) by fax or mail to the HCUP Central Distributor, SSS, Inc. Contact information is listed on page 1.*

For Internal Use Only:

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