



**H·CUP**

HEALTHCARE COST AND UTILIZATION PROJECT

**NEDS APPLICATION KIT**

**December 5, 2012**



## ***CENTRAL DISTRIBUTOR***

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### **HCUP NEDS APPLICATION**

The Healthcare Cost and Utilization Project (HCUP) Nationwide Emergency Department Sample (NEDS) is available through the HCUP Central Distributor under the auspices of the Agency for Healthcare Research and Quality (AHRQ). The NEDS database excludes data elements that could directly or indirectly identify individuals, hospitals, or states. 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 analysis purposes only and to make no attempts to identify individuals or hospitals.

For information on the NEDS, see the “Overview of the Nationwide Emergency Department Sample” at <http://www.hcup-us.ahrq.gov/nedsoverview.jsp>.

#### **Directions to Complete the HCUP NEDS 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 NEDS (page 2).
3. Complete Part II: Selection of HCUP NEDS (page 3).
4. Determine the Total Payment Due and Select Payment Method (Part III, page 4).
5. Read and sign the Indemnification Clause (Part IV, page 6).
6. Complete the online HCUP Data Use Agreement Training Course and provide your Certification Code (Part V, page 7).
7. Read and sign the Data Use Agreement for Nationwide Emergency Department Sample (pages 8 - 11)
8. Submit the completed application (pages 2 -12):

*HCUP Central Distributor  
Social & Scientific Systems, Inc.  
8757 Georgia Avenue, 12<sup>th</sup> 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 NEDS**

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**General Information:**

Applicant Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_

Organization (include Branch, Division, Department): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Internet Address: \_\_\_\_\_

## Part II: Selection of HCUP NEDS

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The price of the NEDS 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 may purchase any version of the NEDS at a discounted price. For specific price information, please see the price sheet below. 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, a professor, or program director verifying that they are in fact a student.

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 (866) 792-5313, or by e-mail at [HCUPDistributor@AHRQ.gov](mailto:HCUPDistributor@AHRQ.gov).

Database	Media/structure	Price
NEDS, 2010	1 year of data on 1 DVD, compressed files in comma-delimited format, password protected	<input type="checkbox"/> \$ 500.00 All Others <input type="checkbox"/> \$ 75.00 Students
NEDS, 2009	1 year of data on 1 DVD, compressed files in comma-delimited format	<input type="checkbox"/> \$ 500.00 All Others <input type="checkbox"/> \$ 75.00 Students
NEDS, 2008	1 year of data on 1 DVD, compressed files in comma-delimited format	<input type="checkbox"/> \$ 500.00 All Others <input type="checkbox"/> \$ 75.00 Students
NEDS, 2007	1 year of data on 1 DVD, compressed files in comma-delimited format	<input type="checkbox"/> \$ 500.00 All Others <input type="checkbox"/> \$ 75.00 Students
NEDS, 2006	1 year of data on 1 DVD, compressed files in comma-delimited format	<input type="checkbox"/> \$ 500.00 All Others <input type="checkbox"/> \$ 75.00 Students

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

**Total Payment Due**

If you need help determining the payment due, submit the completed application (pages 2-12), 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.

<b>TOTAL PAYMENT DUE</b>		
	<b>NEDS Data Cost From Part II:</b>	\$ _____
	<b>Tax (MD applicants only):</b>	\$ _____
	<b>Total Payment Due:</b>	\$ _____

**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 **only by toll-free Central Distributor fax, telephone or mail. PLEASE DO NOT SEND CREDIT CARD INFORMATION BY E-MAIL.** If you would like to fax or mail the information, complete items 1 – 10 of the Credit Card Payment form on the next page and submit it with your itemized invoice or completed application to the following address:

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

*Toll free Fax: 866-792-5313*

If you prefer to provide your credit card information by telephone, please call toll-free 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 IV: Indemnification Clause**

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The Data Recipient ("Recipient") shall, to the extent permitted by Federal and State law, indemnify and hold Truven Health Analytics 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 NEDS data provided by Truven Health Analytics Inc. Further, Recipient agrees that Truven Health Analytics Inc. shall not be liable to Recipient for any reason whatsoever arising out of the NEDS data or the Recipient's use of the NEDS data.

Recipient certifies and warrants that it has made no representations to Truven Health Analytics Inc. concerning any uses it (Recipient) intends to make of the NEDS data provided by Truven Health Analytics Inc. under the terms and conditions of Truven Health Analytics 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 NEDS data was used to determine whether the Recipient's request to use NEDS data would be approved.

The Data Recipient ("Recipient") shall, to the extent permitted by Federal and State law, 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 the NEDS data provided by SSS. Further, Recipient agrees that SSS shall not be liable to Recipient for any reason whatsoever arising out of the NEDS data or the Recipient's use of the NEDS data.

Recipient certifies and warrants that it has made no representations to SSS concerning any uses it (Recipient) intends to make of the NEDS 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 NEDS data was used to determine whether the Recipient's request to use NEDS 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](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 Nationwide Emergency Department Sample 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 Nationwide Emergency Department Sample (NEDS) 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 NEDS may be granted.

In accordance with HIPAA, the NEDS 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 NEDS 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 acknowledge in all reports based on these data that the source of the data is the “Nationwide Emergency Department Sample (NEDS), 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.

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.

HCUP Central Distributor  
Social & Scientific Systems, Inc.  
8757 Georgia Avenue, 12<sup>th</sup> Floor  
Silver Spring, MD 20910  
E-mail: [HCUPDistributor@AHRQ.gov](mailto:HCUPDistributor@AHRQ.gov)

**Final Checklist:**

- ✓ *Have you completed Part I and Part II of the application (pages 2 and 3)?*
- ✓ *Have you determined the total payment due (page 4)?*
- ✓ *If paying by check, have you enclosed a check payable to **Social & Scientific Systems, Inc** for the full amount due (page 4)?*
- ✓ *If paying by credit card, have you completed and signed the credit card payment form (page 5)?*
- ✓ *Have you read and signed the Indemnification Clause (page 6)?*
- ✓ *Have you completed the online HCUP Data Use Agreement Training Course and provided your Certification Code (page 7)?*
- ✓ *Have you read and signed the “Data Use Agreement for Nationwide Emergency Department Sample” (pages 8 -11)?*
- ✓ *Submit your completed application (pages 2 -12) 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: \_\_\_\_\_