

The CAHPS Database Data Use Agreement

2009 CAHPS Health Plan Survey Database

This Data Use Agreement (DUA) is made by and between the Management Committee of the National CAHPS Benchmarking Database (CAHPS Database) and

(Participating Survey Sponsor Name Required)

(Hereinafter termed "Participating Sponsor"). This DUA specifies the terms and conditions of Participating Sponsor's participation in the 2009 CAHPS Health Plan Survey Database.

1. The purpose of the CAHPS Database is to facilitate comparisons and benchmarking of health plan, medical group, clinician, and health care facility performance as measured by the CAHPS[®] suite of surveys. The 2009 CAHPS Health Plan Survey is designed to continue and expand this national comparative database through the voluntary participation of survey sponsor organizations that have implemented the 2009 CAHPS 4.0/4.0H Health Plan Surveys.
2. The CAHPS Database is funded by the Agency for Healthcare Research and Quality (AHRQ) and administered by Westat. Duly authorized representatives appointed by these entities comprise the CAHPS Database Management Committee. The CAHPS Database Management Committee will administer the CAHPS Database as it determines in its own discretion, but will on a regular basis seek the advice and counsel of the CAHPS Database Advisory Group established by the CAHPS Database Management Committee to provide oversight and direction for the project.
3. Participating survey sponsor organizations provide their survey data results to the CAHPS Database for analysis and reporting according to the terms specified in this DUA. By agreeing to participate in the CAHPS Database, each Participating Sponsor agrees to make every good faith effort to provide data as specified by the CAHPS Database Management Committee for inclusion in the CAHPS Database (collectively referred to as the "Data"), including:
 - a) A copy of the final survey instrument used for each surveyed population for which data will be submitted to the CAHPS Database;
 - b) Participating Sponsor's final, respondent-level CAHPS 4.0/4.0H survey data, as collected by an independent survey vendor in accordance with CAHPS 4.0/4.0H survey specifications, and submitted according to the 2009 CAHPS 4.0H specifications developed by the National Committee for Quality Assurance (NCQA); and
 - c) Selected health plan characteristics data and information related to survey administration.
4. The CAHPS Database will receive from Participating Sponsor a Limited Data Set as defined by the HIPAA Privacy Rules [at 45 CFR 164.514(e)] that excludes direct identifiers of individual respondents but contains some identifying data (such as race and range of age) and therefore is "protected health information", defined and restricted by the HIPAA Privacy Regulation. The CAHPS Database agrees to use the Limited Data Set (LDS) only for the purposes stated in this agreement. The CAHPS Database further agrees to not re-identify any information provided in the LDS, and to not use the information to contact any individual. The CAHPS Database agrees to safeguard the information as required by HIPAA and as specified in Section 5 below, and to report any violations of HIPAA standards or of this agreement as required by HIPAA. All subcontractors to the CAHPS Database will be held to the same standards stated in this agreement.
5. In accordance with the AHRQ confidentiality statute [at 42 USC 299c-3(c)] and the HIPAA privacy and security rules, the CAHPS Database Management Committee warrants that it has established appropriate and necessary administrative, technical, and physical procedures and safeguards to protect the confidentiality of the data and to prevent the unauthorized use or access to it.
6. Consistent with the above limitations, the CAHPS Database Management Committee will provide the Participating Sponsor with access to comparisons of Participating Sponsor's plan-specific 4.0/4.0H survey results to appropriate non-identifying reference norms that have been derived from the CAHPS Database. These comparisons will be made available to the Participating Sponsor through a password-protected portal to the CAHPS Database online reporting system at no charge.
7. Participating Sponsor's data files will be aggregated for comparative purposes along with other participating sponsors' data in the CAHPS Database. Only the CAHPS Database Management Committee and duly authorized representatives appointed by AHRQ will retain access to the source data provided by Participating Sponsor.
8. Consistent with the above cited LDS DUA HIPAA requirements, the CAHPS Database may grant access to Participating Sponsor's data files for health care research purposes approved by the CAHPS Database Management Committee, in

Attachment A-3: Health Plan Database Data Use Agreement

accordance with the CAHPS Database Data Release Policy. The CAHPS Database Data Release Policy includes the following provisions:

- a) Access to aggregate data files that do not identify individual sponsors or health plans by name, may be granted without the specific authorization of the sponsors or health plans whose data are included as part of the aggregate data files. These data files may include a variable describing the sponsor type (e.g., Medicaid, public employer, private employer, or health plan).
 - b) Access to sponsor-specific and health plan-specific data files shall be approved only with the express written authorization of the sponsor or health plan whose data files are requested. Analyses of the data files provided to researchers under these provisions and containing any identifying information, may not be released, disclosed or made public without the express written authorization of all sponsors or health plans that may be identified in the published analysis.
9. Funding for the routine operation of the CAHPS Database is provided by AHRQ. This funding enables the CAHPS Database Management Committee to waive Participating Sponsor participation costs, *provided that Participating Sponsor submits data according to the specifications, guidelines, and submission deadlines established by the CAHPS Database.*
10. Participating Sponsor will be given password-protected access to the CAHPS Database online reporting system to view comparisons at no cost, as described in Section 6 of this agreement, provided that the data submitted by Participating Sponsor are sufficient to create the comparisons. The CAHPS Database Management Committee will notify Participating Sponsor of any problem with the data submitted within ten (10) working days after the data submission deadline. The CAHPS Database Management Committee will make every good faith effort to work with Participating Sponsor to complete or correct the data submission, but reserves the right to not include incompatible or flawed data in the CAHPS Database. In such an event, the Participating Sponsor will not receive a standard Sponsor Report, but may arrange for more limited custom analyses as indicated in Section 11 below.
11. A separate fee schedule will be developed as needs arise to cover the costs of any custom analyses, technical assistance, and authorized access to data files requested by Participating Sponsor.
12. This agreement will remain in effect only for the purposes stated and only for as long as the CAHPS Database continues to operate in the manner specified herein.

The undersigned individual hereby attests that he/she is duly authorized to represent the Participating Sponsor and, in so doing, enters into this Data Use Agreement on behalf of the Participating Sponsor and agrees to all the terms specified herein.

(Name)

(Title)

(Sponsor Organization)

(Signature)

(Date)

The undersigned individual hereby attests that he/she is duly authorized to represent the CAHPS Database Management Committee and, in so doing, enters into this Data Use Agreement on behalf of the CAHPS Database Management Committee and agrees to all the terms specified herein.



Dale V. Shaller
CAHPS Database Managing Director
Date: 5/4/2009