

## CAHPS Health Plan Survey Database Data Use Agreement

1. This Data Use Agreement (DUA) is made by and between Westat and the organization named below (hereinafter termed “Participating Organization”) which includes any health plan listed under item 12 on page 2 of this Data Use Agreement.

\_\_\_\_\_  
Name of Participating Organization

\_\_\_\_\_  
Street Address of Participating Organization

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**VERY IMPORTANT: Type or write in the name of the Participating Organization above. If more than one health plan is represented, list the name of the participating sponsor organization above, and under item 12, page 2 of this Data Use Agreement, IDENTIFY EACH INDIVIDUAL Health Plan for which data will be submitted.**

2. This DUA specifies the terms and conditions of Participating Organization’s submission of its CAHPS Health Plan Survey data to Westat for participation in the CAHPS Health Plan Survey Database (hereinafter termed the “Database”).
3. The purpose of the Database is to establish a central repository of CAHPS survey data 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 Database is designed to continue and expand this national comparative database through the voluntary participation of organizations that have implemented the CAHPS Health Plan Survey and are willing to submit their data to Westat for inclusion in the Database.  

The CAHPS Database is funded by the Agency for Healthcare Research and Quality (AHRQ) under a contract and the Database is managed and administered by Westat, a private research organization under contract with AHRQ. Westat will operate the Database to comply with the provisions in this DUA. Within this framework, Westat will manage and administer the Database using its discretion as necessary, and it will seek and be guided by the advice and counsel of the CAHPS Database Advisory Group established by Westat, in accordance with its contractual obligations, to provide input throughout the design, development and administration of the Database. The Advisory Group consists of representatives from various survey sponsor organizations and other groups with an interest in the database.
4. Participating Organizations will provide their survey data to the Database for analysis and reporting according to the terms specified in this DUA. By agreeing to participate in the Database, each Participating Organization agrees to make every good faith effort to provide data, as specified by the data specifications outlined below, for inclusion in the Database (this data being collectively referred to as the “Data”), including:
  - a) A copy of the final survey instrument for each surveyed population for which data will be submitted to the Database;
  - b) Participating Organization’s final, respondent-level CAHPS Health Plan survey data, as collected by the Participating Organization itself or by a survey data collection vendor, according to the data specifications outlined for the Database; and
  - c) Selected health plan characteristics and information related to survey administration (e.g., mode of survey administration, dates of administration, sample size, response rate, etc.).
5. In accordance with the AHRQ confidentiality statute [at 42 USC 299c-3(c)], Westat agrees to establish appropriate and necessary administrative, technical, and physical procedures and safeguards to protect the data. Only Westat and duly authorized representatives appointed by AHRQ will have access to the identifiable source data provided by Participating Organization. In addition, Westat will ensure appropriate staff training to protect the confidentiality of the identifiable data and to prevent unauthorized access to it and any unauthorized use of it.
6. Participating Organization’s Data will be accepted into the Database provided that the version of the CAHPS Health Plan survey administered by Participating Organization is deemed acceptable by Westat (i.e., not modified substantially from the original CAHPS Health Plan survey instructions and items). Westat will promptly notify the Participating Organization of any problem, if any, with the survey version(s) administered or with the data submitted. If the survey

version administered is acceptable but the data submitted are problematic, Westat will make a good faith effort to work with the Participating Organization to complete or correct the Data submission, but reserves the right to not include incompatible or flawed data in the Database.

7. Participating Organization's data files will be aggregated for comparative purposes along with other Participating Organizations' Data in the Database. Westat will report aggregate statistics on CAHPS Health Plan survey composite scores and items across all Participating Organizations and across various subsets of Participating Organizations (e.g., Medicaid, public employer, private employer, or health plan, etc.) in the CAHPS Database online reporting system. The online reporting system will not identify individual Participating Organizations by name. Only aggregate data will be reported, and only when there are sufficient data so that such aggregation will not permit the identification of Participating Organizations by other Participating Organizations or the public. The results will be made available to Participating Organizations and the public in the CAHPS Database online reporting system at no charge.
8. Westat may conduct psychometric analyses of the aggregate data to examine its distributional properties (variability, missing data, skewness), and to assess the factor structure and reliability. In any data analysis reports that may be produced, such reports will not identify individual Participating Organizations by name and results will only be reported in a manner that will not permit the identification of Participating Organizations.
9. Westat may grant access to Participating Organization's data for health care research purposes approved by AHRQ according to the following provisions:
  - a) Access to aggregate data files that do not identify individual Participating Organizations or permit reidentification may be granted by Westat without the specific authorization of Participating Organizations whose data are included as part of the aggregate data files. These data files may include variables describing the Participating Organization according to types (e.g., Medicaid, public employer, private employer, or health plan, etc.), provided the variables do not permit reidentification.
  - b) Access to data files specific to an identifiable Participating Organization may be approved only with the express written authorization of the Participating Organization whose data files are requested. Researcher analyses of the data files provided to researchers under these provisions and containing any identifying information, may not be released, disclosed or made public by the researchers without the express written authorization of any Participating Organizations that may be identified in the published research analysis.
10. Westat agrees to use the Data submitted by Participating Organization only for the purposes stated in this agreement.
11. Westat has signed this DUA in its current form. Any changes or modifications to the DUA other than those required to complete the DUA, such as contact information, will require review and execution, by both parties, of a new DUA or addendum.
12. If Participating Organization represents more than one health plan or site, use the space below to TYPE OR WRITE THE NAME OF EACH INDIVIDUAL HEALTH PLAN AND ITS ADDRESS INCLUDING CITY AND STATE which is represented by Participating Organization and therefore covered under this Data Use Agreement. Attach additional sheet if necessary.

**NAME OF HEALTH PLAN REPRESENTED**

**ADDRESS**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**PLEASE SIGN, COMPLETE THE INFORMATION BELOW, AND RETURN ALL PAGES OF THIS DATA USE AGREEMENT BACK TO WESTAT.**

The undersigned individual hereby attests that he/she is duly authorized to represent the Participating Organization and all health plans listed under item 12 and in so doing, enters into this Data Use Agreement on behalf of the Participating Organization and the health plans listed under item 12 and agrees to all the terms specified herein.

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

Title: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

**NAME AND ADDRESS OF POINT OF CONTACT:**

Please provide the name and address of the individual from Participating Organization who should be the point of contact of this completed Data Use Agreement:

Name of contact (if different from above): \_\_\_\_\_

Title (if different from above): \_\_\_\_\_

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

\_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

Email address: \_\_\_\_\_

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

\_\_\_\_\_  
  
W. Sherman Edwards  
Vice-President, Westat

Public reporting burden for this collection of information is estimated to average 3 minutes per response, the estimated time required to complete the survey. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: AHRQ Reports Clearance Officer Attention: PRA, Paperwork Reduction Project (0935-XXXX) AHRQ, 540 Gaither Road, Room # 5036, Rockville, MD 20850.