

## Attachment C

### Pharmacy Survey on Patient Safety Culture Database Data Use Agreement

#### Instructions

1. Westat has pre-signed this Data Use Agreement (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.
2. Data collection vendors may not sign and submit this Data Use Agreement on behalf of a pharmacy corporate office, health system, or pharmacy (even if they have been given permission by the pharmacy corporate office, health system, or pharmacy to handle the actual submission of data). Only a duly appointed representative from a pharmacy corporate office, health system, or pharmacy may sign this Data Use Agreement.
3. Please return this signed Data Use Agreement by mail, or fax a signed copy to:

Steve Wilson  
Westat  
RB1119  
1600 Research Boulevard  
Rockville, MD 20850  
Fax: 1-888-852-8277 (toll free)

Phone: 1-888-324-9790 (toll free)  
Email: [DatabasesOnSafetyCulture@westat.com](mailto:DatabasesOnSafetyCulture@westat.com)

## Pharmacy Survey on Patient Safety Culture 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 pharmacies listed under item 12 on page 3 of this Data Use Agreement.

\_\_\_\_\_  
Name of Pharmacy (or Corporate Office/Health System if more than one pharmacy is included in this DUA)

\_\_\_\_\_  
Street Address of Pharmacy (or Corporate Office/Health System)

\_\_\_\_\_  
City

\_\_\_\_\_  
State

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

**VERY IMPORTANT: Type or write in the name of the Participating Organization above. If more than one pharmacy location is represented, list the name of the corporate office or overall health system above, and under item 12 on page 3 of this Data Use Agreement, IDENTIFY EACH INDIVIDUAL PHARMACY LOCATION for which data will be submitted. Use store or location numbers as needed.**

2. This DUA specifies the terms and conditions of Participating Organization’s submission of its Pharmacy Survey on Patient Safety Culture (Pharmacy SOPS) data to Westat for participation in the Pharmacy SOPS Comparative Database (hereinafter termed the “Database”).
3. The purpose of the Database is to establish a central repository of Pharmacy SOPS survey data to facilitate comparisons across pharmacies. The Database will be populated with Pharmacy SOPS survey data through the voluntary participation of pharmacies that have implemented the Pharmacy SOPS survey and are willing to submit their Pharmacy SOPS survey data to Westat for inclusion in the Database.

The Database is funded by the Agency for Healthcare Research and Quality (AHRQ) 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 SOPS Database Technical Expert Panel (TEP) established by Westat, in accordance with its contractual obligations, to obtain Panel input throughout the design, development and administration of the Database. The TEP consists of representatives knowledgeable about hospital, medical office, nursing home, and pharmacy patient safety and quality from various health care organizations, professional societies, and research institutions, as well as government agencies concerned with patient safety and health care.

4. Participating Organizations will provide their Pharmacy SOPS 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 a good faith effort to provide data, as specified by the data specifications outlined below, for inclusion in the Pharmacy SOPS Database (this data being collectively referred to as the “Data”), including:
  - a) A copy of the final Pharmacy SOPS survey instrument(s) administered, including copies of paper and/or web-based versions as applicable, showing all survey instructions and items administered. If more than one version of the Pharmacy SOPS survey was administered, a copy of each Pharmacy SOPS survey instrument administered must be provided with the corresponding results for each version of the survey instrument for which data is submitted;
  - b) Participating Organization’s final, respondent-level Pharmacy SOPS survey data, as collected by Participating Organization itself or by a survey data collection vendor, according to the data specifications outlined for the Database; and
  - c) Selected organizational characteristics data (e.g., ownership, clinical/medication therapy management services represented, etc.) and background information related to survey administration (e.g., mode of survey administration, dates of administration, sample size, response rate, etc.).

5. Westat agrees to establish appropriate and necessary administrative, technical, and physical procedures and safeguards including limiting access to the Data and providing appropriate staff training to protect the confidentiality of the Data and to prevent the unauthorized use of it or access to it. Only Westat and duly authorized representatives appointed by AHRQ will have access to the identifiable source Data provided by Participating Organization.
6. Participating Organization's Data will be accepted into the Database provided that the version of the Pharmacy SOPS survey administered by Participating Organization is deemed acceptable by Westat (i.e., not modified substantially from the original Pharmacy SOPS instructions and items) and the Data submitted by Participating Organization are deemed acceptable. Westat will promptly notify the Participating Organization of any problem 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 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 produce a Pharmacy SOPS Comparative Database Report providing aggregate statistics on Pharmacy SOPS survey composite scores and items across all Participating Organizations and across various subsets of Participating Organizations (e.g., ownership, clinical/medication therapy management services represented, etc.). 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 Report will not identify individual Participating Organizations by name. The Database Report will be made available publicly and to Participating Organizations through electronic media 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 of the safety culture dimensions. 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. The AHRQ confidentiality statute, Section 944(c) of the Public Health Service Act (42 U.S.C. 299c-3(c)), requires that data collected by AHRQ or one of its contractors (including Westat) that identify establishments be used only for the purposes for which the data were supplied. Westat may grant access to Participating Organization's data files according to the following provisions:
  - a) Access to aggregate data files that do not identify individual Participating Organizations or permit reidentification of Participating Organizations 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., ownership, clinical/medication therapy management services represented, etc.), provided the variables do not permit reidentification of Participating Organizations.
  - 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. 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 pharmacy, use the space below to **TYPE OR WRITE THE NAME OF EACH INDIVIDUAL PHARMACY AND ITS ADDRESS, CITY AND STATE** which is represented by Participating Organization and therefore covered under this Data Use Agreement. Include store or location numbers as needed. Attach additional sheet if necessary.

**NAME OF PHARMACIES) REPRESENTED**

**ADDRESS, CITY & STATE**

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

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

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

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

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

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

**NAME AND ADDRESS OF PARTICIPATING ORGANIZATION CONTACT**

Name and address of person from Participating Organization who is the point of contact for this completed DUA.

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

.....  
The undersigned individual hereby attests that he/she is duly authorized to represent Westat in entering into this Data Use Agreement and in agreeing to all the terms specified herein on their behalf.

W. Sherman Edwards  
Vice-President, Associate Director at Westat  
Surveys on Patient Safety Culture Project



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

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.