

Attachment C: Data Use Agreement

**Ambulatory Surgery Center 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 DUA on behalf of an ambulatory surgery center, ambulatory surgery center chain, or health system (even if they have been given permission by the ambulatory surgery center, ambulatory surgery center chain, or health system to handle the actual submission of data). Only a duly appointed representative from an ambulatory surgery center, health system, or practice may sign this DUA.
3. Please sign and return a scanned copy of the DUA via:
 - a. Email DatabasesOnSafetyCulture@westat.com,
 - b. Fax 1-888-852-8277,
 - c. Upload to <https://sopsdatabase.ahrq.gov/DB/>, or
 - d. Mail

AHRQ Surveys on Patient Safety Culture Databases
Westat
1600 Research Boulevard
Rockville, MD 20850

1-888-324-9790 (toll free)

4. Please retain a copy of the fully signed and executed DUA for your records.

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 ambulatory surgery centers listed under item 13 on page 3 of this Data Use Agreement.

Name of Participating Organization (Ambulatory Surgery Center/Ambulatory Surgery Center Chain or Health System if more than one ambulatory surgery center is included in this DUA)

Street Address of Participating Organization (Ambulatory Surgery Center/Ambulatory Surgery Center Chain or Health System)

City

State

Zip Code

VERY IMPORTANT: Type or write in the name of the Participating Organization above. If more than one ambulatory surgery center location is represented, list the name of the ambulatory surgery center chain or overall health system above, and under item 13 on page 3 of this Data Use Agreement, IDENTIFY EACH INDIVIDUAL AMBULATORY SURGERY CENTER LOCATION for which data will be submitted.

2. This DUA specifies the terms and conditions of the Participating Organization's submission of its Ambulatory Surgery Center Survey on Patient Safety Culture (Ambulatory Surgery Center SOPS) survey data to Westat for participation in the Ambulatory Surgery Center SOPS Database (hereinafter termed the "Database").
3. The purpose of the Database is to establish a central repository of Ambulatory Surgery Center SOPS survey data. The Database will be populated with Ambulatory Surgery Center SOPS survey data through the voluntary participation of organizations that have implemented the Ambulatory Surgery Center SOPS survey and are willing to submit their Ambulatory Surgery Center 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, pharmacy, and ambulatory surgery center 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 Ambulatory Surgery Center 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 Database (this data being collectively referred to as the "Data"), including:
 - a) A copy of the final Ambulatory Surgery Center 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 Ambulatory Surgery Center SOPS survey was administered, a copy of each Ambulatory Surgery Center

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 (XXX-XXXX) AHRQ, 5600 Fishers Lane, Rockville, MD 20857.

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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 Ambulatory Surgery Center 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., facility ownership status, types of procedures performed, number of doctor's, number of operating/procedure rooms, 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 Ambulatory Surgery Center SOPS survey administered by Participating Organization is deemed acceptable by Westat (i.e., not modified substantially from the original Ambulatory Surgery Center 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 along with other Participating Organizations' Data in the Database. Westat will produce an Ambulatory Surgery Center SOPS Database Report providing aggregate statistics on Ambulatory Surgery Center SOPS survey composite scores and items across all Participating Organizations and across various subsets of Participating Organizations (e.g., facility ownership status, types of procedures performed, number of doctor's, number of operating/procedure rooms, 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 analyses of the Data to examine its distributional properties (variability, missing data, skewness), to assess the factor structure and reliability of the safety culture composites, and examine relationships with organizational characteristics data. 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 respondent and organization level data files that do not identify or permit re-identification of individual respondents or Participating Organizations may be granted by Westat without the specific authorization of Participating Organizations whose Data are included as part of the data files. These data files may include variables describing the Participating Organization according to types (e.g., facility ownership status, types of procedures performed, number of doctor's, number of operating/procedure rooms, etc.), provided the variables do not permit re-identification of individual respondents or 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.

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c) Valid purposes for ambulatory surgery center de-identifiable and ambulatory surgery center identifiable SOPS data do not include the use of data concerning Participating Organizations for public reporting, commercial or competitive purposes involving those Participating Organizations, or to determine the rights, benefits, or privileges of Participating Organizations.

- 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. Participating Organization may change or revoke this consent by sending written notification to the AHRQ Surveys on Patient Safety Culture User Network, Westat, 1600 Research Boulevard, Rockville, MD 20850. Requests for changes or revocations must be received within 2 weeks of the current year's data submission deadline to be excluded from the current year's database and all reporting for that year.

13. **If Participating Organization represents more than one Ambulatory Surgery Center, use the space below to TYPE OR WRITE THE NAME OF EACH INDIVIDUAL AMBULATORY SURGERY CENTER AND ITS ADDRESS, CITY AND STATE which is represented by Participating Organization and therefore covered under this Data Use Agreement. Attach additional sheet if necessary.**

Add ambulatory surgery centers as needed here →

NAME OF AMBULATORY SURGERY CENTERS REPRESENTED

ADDRESS, CITY & STATE

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

The undersigned individual hereby attests that he/she is duly authorized to represent the Participating Organization(s) and all ambulatory surgery centers listed under item 13, and in so doing, enters into this Data Use Agreement on behalf of the

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Participating Organization and the ambulatory surgery centers listed under item 13 and agrees to all the terms specified herein.

Complete
Name,
Title,
and
Sign →

Name: _____

Title: _____

(Signature) (Date)

15. **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: _____

Complete →

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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.



David M. Maklan
Senior Vice President, Westat