

Hospital Survey on Patient Safety Culture Database Data Use Agreement

Instructions

1. The language contained in this agreement cannot be edited or altered in any form without permission.
2. Data collection vendors may not sign and submit this Data Use Agreement on behalf of a health system or hospital (even if they have been given permission by the health system or hospital to handle the actual submission of data). Only a duly appointed representative from a health system or hospital may sign this Data Use Agreement.
3. Please return this signed Data Use Agreement by mail, or fax a signed copy to:

Dawn Nelson
Westat
RA 1161
1600 Research Boulevard
Rockville, MD 20850
Fax: 1-888-852-8277 (toll free)

Phone: 1-888-324-9790 (toll free)

Email: DatabasesOnSafetyCulture@ahrq.hhs.gov

4. Once the Data Use Agreement is accepted, it will be signed by Westat and we will mail a signed copy back to you.

Hospital 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”) as well as any hospitals listed under item 13 on page 2 of this Data Use Agreement.

VERY IMPORTANT: Type or write in the name of the Participating Organization above. If more than one hospital is represented, list the name of the entire health system above, and under item 13 on page 2 of this Data Use Agreement, LIST THE NAME OF EACH INDIVIDUAL HOSPITAL for which data will be submitted.

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

The Database is funded by the Agency for Healthcare Research and Quality (AHRQ) and 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 at its discretion, but will seek and be guided by the advice and counsel of the HSOPS Database Technical Expert Panel (TEP) established by Westat in accordance with its contract with AHRQ to provide input throughout the design, development and administration of the Database. The TEP consists of 10 representatives knowledgeable about hospital patient safety and quality from hospital stakeholder organizations and selected health care systems as well as government agencies concerned with hospital health care.

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 a good faith effort to provide data, as specified by the data specifications outlined for the HSOPS Database for inclusion in the Database (collectively referred to as the “Data”), including:
 - a) A copy of the final HSOPS 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 HSOPS survey was administered, a copy of the final HSOPS survey instrument must be provided with the corresponding results for each version for which data will be submitted to the Database;
 - b) Participating Organization’s final, respondent-level HSOPS 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 type, bed size, teaching status) and background information related to survey administration (e.g., mode and dates of administration, sample size, response rate).
5. Westat agrees to establish appropriate and necessary administrative, technical, and physical procedures and safeguards, including limiting access and appropriate staff training to protect the confidentiality of the data and to prevent the unauthorized use or access to it.
6. Funding for the routine operation of the Database is provided by AHRQ.
7. Participating Organization’s Data will be accepted into the Database provided that the version of the HSOPS survey administered by Participating Organization is deemed acceptable by Westat (i.e., not modified substantially from the original HSOPS instructions and items) and the data submitted by Participating Organization are deemed acceptable. Westat will promptly notify 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.

8. Participating Organization's data files will be aggregated for comparative purposes along with other Participating Organizations' Data in the Database. Only Westat and duly authorized representatives appointed by AHRQ will have access to the source data provided by Participating Organization.
9. Westat will produce a standard HSOPS Database Comparative Report providing aggregate statistics on HSOPS survey composite scores and items across all Participating Organizations and across various subsets of Participating Organizations (e.g., by facility type, bed size). 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 Database Report will be made available in the public domain and to Participating Organizations through electronic media at no charge. The Report will not identify individual Participating Organizations by name.
10. 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.
11. Westat may grant access to Participating Organization's data files for health care research purposes approved by AHRQ and in accordance with the AHRQ confidentiality statute [at 42 USC 299c-3(c)] 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., teaching status, hospital bed size categorization, profit status, region).
 - b) Access to data files specific to a 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 without the express written authorization of all Participating Organizations that may be identified in the published research analysis.
12. Westat agrees to use the Data submitted by Participating Organization only for the purposes stated in this agreement.
13. **If Participating Organization represents more than one hospital, use the space below to TYPE OR WRITE THE NAME OF EACH INDIVIDUAL HOSPITAL AND ITS LOCATION (CITY AND STATE) that is represented by Participating Organization and therefore covered under this Data Use Agreement. Attach additional sheet if necessary.**

NAME OF HOSPITAL REPRESENTED

LOCATION (CITY & STATE)

PLEASE SIGN, COMPLETE THE INFORMATION BELOW, AND 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 Participating Organization and all hospitals listed under item 13, and in so doing, enters into this Data Use Agreement on behalf of the Participating Organization and the hospitals listed under item 13 and agrees to all the terms specified herein.

Name: _____

Title: _____

(Signature)

(Date)

Name and address of person from Participating Organization who should be sent the completed Data Use Agreement once it is signed by Westat:

Name of contact (*if different from above*): _____

Title (*if different from above*): _____

Address: _____

Phone number: _____

Fax number: _____

E-mail address: _____



THIS SECTION TO BE COMPLETED BY WESTAT AFTER IT RECEIVES PARTICIPATING ORGANIZATION'S COMPLETE AND SIGNED DATA USE AGREEMENT.

The undersigned individual hereby attests that he/she 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

(Signature)

(Date)