

# Ambulatory Surgery Center Survey on Patient Safety Culture Database Data Use Agreement

## Instructions

1. All organizations that want to participate in the Ambulatory Surgery Center Survey on Patient Safety Culture Database must submit a signed Data Use Agreement (DUA) and provide the organization name (hereinafter termed “**Participating Organization**”) and the Participating Organization’s point of contact.

Data collection vendors may not sign and submit this DUA on behalf of an ambulatory surgery center or health system (even if they have been given permission by the ambulatory surgery center or health system to handle the actual submission of data). Only a duly appointed representative from an ambulatory surgery center or health system may sign this DUA.

2. AHRQ’s Contractor, 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.
3. Please sign and return a scanned copy of the DUA via:
  - a. Email [DatabasesOnSafetyCulture@westat.com](mailto: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 User Network  
Westat  
1600 Research Boulevard  
Rockville, MD 20850

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

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

If you have any questions or require any additional information, please contact the SOPS Database at 888-852-8277 or by email to [DatabasesOnSafetyCulture@westat.com](mailto:DatabasesOnSafetyCulture@westat.com).

## Ambulatory Surgery Center Survey on Patient Safety Culture Database Data Use Agreement

1. This Data Use Agreement (DUA) is made by and between the Agency for Healthcare Research and Quality (AHRQ), AHRQ's contractor, 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.

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Name of Participating Organization (Ambulatory Surgery Center or Corporate Office/Health System if more than one Ambulatory Surgery Center is included in this DUA)

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Street Address of Participating Organization (Ambulatory Surgery Center or Corporate Office/Health System location)

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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 corporate office 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. AHRQ's Surveys on Patient Safety Culture™ (SOPS™) Database is a central repository of SOPS survey data from hospitals, nursing homes, medical offices, pharmacies, and ambulatory surgery centers. This DUA specifies the terms and conditions of Participating Organization's submission of its Ambulatory Surgery Center Survey on Patient Safety Culture (Ambulatory Surgery Center SOPS) data for participation in the Ambulatory Surgery Center SOPS Database (hereinafter termed the "Database").
3. The Database is populated with Ambulatory Surgery Center SOPS survey data through the voluntary participation of organizations that have administered the AHRQ Ambulatory Surgery Center SOPS and are willing to submit their survey data to AHRQ for inclusion in the Database. Because participating organizations (e.g., ambulatory surgery center, ambulatory surgery center health system) voluntarily submit data to the SOPS Database, the Data do not constitute a nationally representative sample.

The Database is funded by the Agency for Healthcare Research and Quality (AHRQ) and managed and administered by AHRQ's contractor, Westat (hereinafter termed the "Contractor"). AHRQ's Contractor will operate the Database to comply with the provisions in this DUA.

4. Participating Organizations will provide their Ambulatory Surgery Center SOPS survey data to the Database for AHRQ's research, analysis and reporting programs 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 for inclusion in the Database, as specified by the data specifications outlined below. The data provided for inclusion in the Database is collectively referred to as the "Data". Participating Organization's Data include:
  - 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, for each surveyed population for which data will be submitted to the Database, 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 SOPS survey instrument administered must be provided with the corresponding results for each version of the survey instrument for which data is submitted;

Public reporting burden for this collection of information is estimated to average 3 minutes per response, the estimated time required to complete the form. 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 (0935-0242) AHRQ, 5600 Fishers Lane, Rockville, MD 20857.

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- b) Respondent-level Ambulatory Surgery Center SOPS survey data that are de-identified to prevent identification of any individual in the database. Participating Organization submits its final, de-identified respondent-level Ambulatory Surgery Center SOPS 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 organizational characteristics data (e.g., ambulatory surgery center type, number of surgical/procedure rooms, ownership, mode of survey administration, dates of administration, sample size, etc.).
5. AHRQ's Contractor 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 AHRQ's Contractor 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 is deemed acceptable by AHRQ's Contractor (i.e., not modified substantially from the original Ambulatory Surgery Center SOPS survey instructions and items) and the Data submitted by Participating Organization are deemed acceptable. AHRQ's Contractor 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, AHRQ's Contractor 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 will be used for AHRQ's research, analysis, and reporting programs, and the Data will be aggregated along with other Participating Organizations' Data in the Database. AHRQ will report aggregated statistics on Ambulatory Surgery Center SOPS survey composite scores and items that include all Participating Organizations and present statistics by various organizational characteristics (e.g., ambulatory surgery center type, number of surgical/procedure rooms, ownership, etc.) in a User Database Report posted on the AHRQ website. Results will not publicly identify individual Participating Organizations by name. Only aggregated 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. Results will be made available publicly at no charge.
  8. AHRQ's Contractor conducts analyses of the Data to examine its distributional properties (variability, missing data, skewness), and to assess the factor structure and reliability of the items and composites, and examine relationships of the Data with organizational characteristics. 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. AHRQ and its Contractor, Westat, agree to use the Data submitted by Participating Organization only for the purposes stated in this DUA.
  10. **Researcher Access to Participating Organization's Data.** 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. AHRQ may grant researchers access to Participating Organizations' Data 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 AHRQ without the specific authorization of Participating Organizations whose Data are included as part of the data files. Individuals requesting de-identified SOPS data (hereinafter termed "Data Requesters") must submit a Research Abstract Form detailing the research purpose, hypotheses and methodology for analyzing the data. AHRQ will review all Research Abstract Forms and approve or deny the requests. The de-identified data files may include organizational characteristics (e.g., ambulatory surgery center type, number of surgical/procedure rooms, ownership, etc.), provided the characteristics do not permit re-identification of individual respondents or Participating Organizations. Data Requesters must also sign a Data Release Agreement in which they agree with the following requirements. Data Requesters agree that they: 1) will not

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use, and will prohibit others from using or disclosing, the de-identifiable Data except for the purposes specified in their Research Abstract Form; 2) will ensure that all Data are kept in a secured environment and that only authorized users will have access to it; and 3) will limit the use of the Data to the individuals who require access in order to perform activities for the purposes specified in the Research Abstract Form.

- 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. Results containing any identifying information, may not be released, disclosed or made public without the express written authorization of any Participating Organizations that may be identified in the published research analysis.
  - c) Valid purposes for the use of Ambulatory Surgery Center SOPS de-identifiable or identifiable Data do not include the use of Data for public reporting, proprietary, commercial or competitive purposes involving those Participating Organizations, or to determine the rights, benefits, or privileges of Participating Organizations.
11. AHRQ’s Contractor, 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. The request for revocation will not apply to Data already authorized and released prior to receipt of your written request to revoke consent.
  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, INCLUDING CITY AND STATE which is represented by the Participating Organization and therefore covered under this Data Use Agreement. Attach additional sheet if necessary.**

**Add  
 ambulatory  
 surgery  
 centers as  
 needed**



**NAME OF AMBULATORY SURGERY CENTERS  
 REPRESENTED**

**ADDRESS, CITY & STATE**


## Ambulatory Surgery Center Survey on Patient Safety Culture Database Data Use Agreement

**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 and all ambulatory surgery centers listed under item 13 and in so doing, enters into this Data Use Agreement on behalf of the 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.

**Complete  
as needed** →

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/she is duly authorized to represent Westat, AHRQ's Contractor, and, in so doing, enters into this Data Use Agreement on behalf of Westat and agrees to all the terms specified herein.

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Lois Olinger  
Vice President, Westat