

Agency for Healthcare Research and Quality (AHRQ)
SOPS® Database
De-identified Data Release Agreement

1. This Data Release Agreement (DRA) specifies the terms and conditions for the release and use of data from the Agency for Healthcare Research and Quality (AHRQ) Surveys on Patient Safety Culture™ (SOPS®) Database (“Data”). Any individual (“Data Requester”) seeking permission to obtain or use Data from the Database must sign and submit this DRA to AHRQ’s contractor, Westat, before release of the Data may be granted. This DRA shall not be modified or altered in any manner except with express permission of AHRQ.

2. The Database is funded by AHRQ, and managed and administered by its contractor, Westat. The purpose of the Database is to establish a central repository of SOPS data. The Database is populated with SOPS data through the voluntary participation of organizations (“Participating Organizations”) that have administered a SOPS survey and are willing to submit their SOPS data to AHRQ for inclusion in the Database. Because participating organizations (i.e., hospitals, medical offices, nursing homes, community pharmacies, and ambulatory surgery centers) voluntarily submit data to the SOPS Database, the Data do not constitute a nationally representative sample.

3. Participating Organizations have provided their SOPS data to the Database for AHRQ’s research, analysis and reporting programs under the terms of the SOPS Database Data Use Agreement (DUA). According to the SOPS Database DUA, AHRQ may grant researchers access to Participating Organizations’ de-identified data that do not identify or permit re-identification of individual respondents or Participating Organizations if the central purpose is for research. Valid purposes for using the de-identified data do not include the use of the Data for public reporting, proprietary, commercial or competitive purposes involving those Participating Organizations, or to determine the rights, benefits, or privileges of Participating Organizations. Commercial or competitive purposes include, but are not limited to, combining requested Data with non-SOPS Database Data to report together for commercial or public reporting purposes.

4. Data Requesters must complete a Research Abstract Form describing the Data requested and the purposes for which the Data will be used. Research Abstracts will be reviewed for approval by AHRQ. The Data will be provided to the Data Requester only for the purposes described in the submitted and approved Research Abstract.

5. If the Data Requester wants to use the Data for any other purpose besides what was in the original Research Abstract, the Data Requester must submit another Research Abstract for approval by AHRQ.

6. By signing this DRA, the undersigned Data Requester agrees to abide by the following specific terms with respect to all SOPS Database Data:

- a. I will not use, release, or disclose, and will prohibit others from using, releasing, or disclosing, the Data set(s) (or any part) except for the purposes specified in the approved Research Abstract.
- b. I will not use, release or disclose, and will prohibit others from using, releasing or disclosing, the Data set(s), (or any part) to any person who is not an employee, member, or contractor of my organization, except with the express written approval of AHRQ. I acknowledge that when using, releasing or disclosing the Data set(s) or any part to others in my organization, I retain full responsibility for the privacy and security of the data and will prohibit others from further release or disclosure of the data.
- c. I shall limit the use or receipt of the Data set(s) to the individuals who require access in order to perform activities permitted by this DRA for the purposes specified in the Research Abstract. I will require others employed in my organization, or contractors of my organization, as well as any individuals outside of my organization, who will use or have access to the Data set(s), to sign a copy of this DRA specifically acknowledging their agreement to abide by its terms. Before granting any individual access to the Data set(s), I will submit the signed DRAs to AHRQ’s contractor, Westat.

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- d. I will ensure that the Data are kept in a secured environment and that only authorized users will have access to the Data
- e. I will not use and will prohibit others from using the Data set(s) (1) for public reporting, proprietary, commercial, or competitive purposes; (2) to determine the rights, benefits, or privileges of individual Participating Organizations; or (3) to report, through any medium, data that could identify, directly or by inference, individual Participating Organizations.
- f. I acknowledge and affirm that interpretations, conclusions, and/or opinions that I reach as a result of my analyses of the Data set(s) are my interpretations, conclusions, and/or opinions, and do not constitute the findings, policies, or recommendations of the U.S. Government, the U.S. Department of Health and Human Services, or AHRQ.
- g. I will indemnify, defend, and hold harmless AHRQ, its contractor Westat, and all Participating Organizations providing Data to AHRQ, from any or all claims and losses accruing to any person, organization, or other legal entity as a result of violation of this DRA. This provision applies only to the extent permitted by Federal and State law.
- h. I agree to acknowledge in all reports based on these data that the source of the data is the SOPS Database, using the following:

“The SOPS® data used in this analysis were provided by the SOPS Database. The SOPS Database is funded by the U.S. Agency for Healthcare Research and Quality (AHRQ) and administered by Westat under Contract No. HHSP233201500026I / HHSP23337004T.”
- i. I agree to provide AHRQ and its contractor, Westat, with copies of all published analyses, research findings, and publications based on the Data received under this DRA.
- j. I agree to report the violation or apparent violation of any term of this DRA to AHRQ without unreasonable delay and in no case later than 30 calendar days of becoming aware of the violation or apparent violation.

7. Term, breach, and termination of this DRA. This DRA shall continue in full force and effect unless and until terminated by AHRQ or its contractor Westat. Any violation of the terms of this DRA, as determined by AHRQ and its contractor Westat in their sole and absolute discretion, shall be grounds for immediate termination of this DRA. AHRQ shall determine what actions, if any, are necessary to remedy a violation of this DRA, and the Data Requester shall comply with pertinent instructions from AHRQ. The Data Requester understands and acknowledges that termination of this DRA does not abrogate the terms of this DRA as they may apply to the Data Requester.

In the event AHRQ terminates this DRA due to a violation, or finds the Data Requester to be in violation of this DRA, AHRQ may direct the undersigned Data Requester immediately return all copies of the Data set(s) to AHRQ or its contractor, Westat.

8. Other Remedies. If the Data Requester fails to remedy any breach of this DRA to the satisfaction of AHRQ, AHRQ may take any action authorized by law to remedy such breach or prevent its recurrence.

9. I understand that this DRA is required by AHRQ to ensure responsibility for compliance with this DRA's requirements.

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My signature indicates my agreement to comply with the above-stated requirements.

(Name - Type or Print)

(Job Title)

(Project Title)

(Organization)

(Address 1)

(Address 2)

(City)

(State)

(ZIP Code)

(Phone)

(Fax)

(Email)

(Signature)

(Date)

The information above is maintained by AHRQ only for the purpose of enforcement of this DRA.

Completed Data Release Agreements should be signed and emailed to
SOPSRsearchData@westat.com

Surveys on Patient Safety Culture Research Databases
Westat

Phone: 1-855-959-2740

Email: SOPSRsearchData@westat.com

Submit additional signed DRAs for other employees in your organization, contractors of your organization, as well as any individuals outside of your organization, who will use or have access to the Data set(s).