

## **AHRQ CUSP PROJECT: Data Use Agreement**

### **Instructions**

1. With the exception of section 7d, the language contained in this agreement cannot be edited or altered in any form without permission. On 7d, you have the option of sharing identifiable data. Please note, if you do not strike this provision, you authorize AlaHA to share your information with others. If you do strike it, your information will only be shared in aggregate.
2. 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:

Keesha Mwangangi  
Health Research and Educational Trust  
155 North Wacker, Suite 400  
Chicago, Illinois 60606  
Email: [kmwangangi@aha.org](mailto:kmwangangi@aha.org)  
Fax: 312-422-4568

***Deadline to receive agreement is June 30.***

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

## **AHRQ CUSP PROJECT: Data Use Agreement**

1. This Data Use Agreement (DUA) is made by and between HRET and the organization named below (hereinafter termed “Participating Organization”) as well as any hospitals listed under item 9 on page 2 of this Data Use Agreement.

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**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 9 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 CUSP Project-related data to HRET for participation in the CUSP Project Database (hereinafter termed the “Database”).
3. The purpose of the Database is to establish a central repository of CUSP data that will be used to support CUSP-related quality improvement initiatives and to evaluate the impact of CUSP initiatives on hospital processes and outcomes. The Database will be populated with data through the voluntary participation of organizations that are participating in the CUSP initiative and are willing to submit their data to HRET for inclusion in the Database.

The CUSP Database is funded by the Agency for Healthcare Research and Quality (AHRQ), overseen by HRET, a non-profit research and educational trust under contract with AHRQ, and directly managed by MHA. HRET will operate the Database to comply with the provisions in this DUA. Within this framework, HRET will manage and administer the Database at its discretion, but will seek and be guided by the advice and counsel of other CUSP project team members, including Johns Hopkins University, the Michigan Health & Hospital Association, Westat, and AHRQ.

4. Participating Organizations will provide their 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 CUSP project Database for inclusion in the Database (collectively referred to as the “Data”), including:
  - a) Hospital Survey of Patient Safety Culture data, including:
    1. A copy of the final HSOPSC 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 HSOPSC survey was administered, a copy of the final HSOPSC survey instrument must be provided with the corresponding results for each version for which data will be submitted to the Database;
    2. Participating Organization’s final, respondent-level HSOPSC 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
    3. Selected organizational characteristics data (e.g., facility type, bed size, teaching status, etc.) and background information related to survey administration (e.g., mode and dates of administration, sample size, response rate, etc.).
  - b) Monthly on-line Team Check-Up Tool responses
  - c) Monthly central-line bloodstream infection rate data that includes ICU location, cases (numerator), and central-line days (denominator) consistent with the CDC definition for CLABSI rate per 1,000 CL days.
5. In accordance with the AHRQ confidentiality statute [at 42 USC 299c-3(c)], HRET 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. These safeguards extend to the other organizations leading this project, including Johns Hopkins University, the Michigan Health & Hospital Association, and Westat.
6. Funding for the CUSP project and its Database is provided by AHRQ.
7. Participating Organization’s data files will be used for the following purposes:
  - a) HSOPC data will be shared with Westat for inclusion in the HSOPSC Database funded by AHRQ. This data will be aggregated for comparative purposes along with other Participating Organizations’ Data in the HSOPSC Database.

Only Westat and duly authorized representatives appointed by AHRQ will have access to the source data provided by Participating Organization.

- b) Data will be shared with Westat, Johns Hopkins University, the Michigan Health & Hospital Association, and the state hospital association from your state for the purposes of assessing progress, strengthening improvement efforts, and evaluating the impact of this initiative.
  - c) Aggregated and/or de-identified data may be shared with AHRQ, its evaluation contractor, presented or published, or compiled into data reports that are shared with other participating hospitals.
  - d) Hospitals from some participating states have agreed to share identifiable data with each other to support CUSP's quality improvement activities. If you are in one of these states and do not strike out this provision, you authorize your state hospital association to share identifiable data with other hospitals in your state who are also participating in the CUSP initiative.
8. In accordance with 45 CFR §164.514 (e)(4)(C), HRET agrees to:
- a. Use the Data submitted by Participating Organization only for the purposes stated in this agreement;
  - b. Report to the Participating Organization any use or disclosure of the information not provided for by its data use agreement of which it becomes aware;
  - c. Not identify the information or contact the individuals.
9. **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) which 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 HRET.**

The undersigned individual hereby attests that he/she is duly authorized to represent the Participating Organization and all hospitals listed under item 9, and in so doing, enters into this Data Use Agreement on behalf of the Participating Organization and the hospitals listed under item 9 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 HRET:

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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THIS SECTION IS TO BE COMPLETED BY HRET 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 HRET, and, in so doing, enters into this Data Use Agreement on behalf of Westat and agrees to all the terms specified herein.

Maulik Joshi, President  
Health Research and Educational Trust

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

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