

**The CAHPS® Database**  
**CAHPS Home and Community Based Services Survey (HCBS-CAHPS) Database**  
**Data Use Agreement**

**Instructions**

1. All organizations that want to participate in the CAHPS® Home and Community Based Services Survey Database must submit a signed Data Use Agreement (DUA) and provide the organization name (hereinafter termed “**Participating Organization**”), the Participating Organization’s point of contact and Vendor name.

Data collection vendors may not sign this DUA on behalf of State Agency or participating organization (even if they have been given permission by the State Agency or participating organization to handle the actual submission of data). Only a duly appointed representative from the State Agency or participating organization may sign this DUA.

2. Provide the name and address, including city and state, of each individual HCBS program which is represented by the Participating Organization and therefore covered under this Data Use Agreement in the required section below.
3. AHRQ’s Contractor, Westat, has pre-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.
4. Upload a scanned copy of the signed DUA through the DUA Submission Portal at <https://www.cahpsdatabase.ahrq.gov>
5. 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 CAHPS Database at 888-808-7108 or by email to [CAHPSDatabase@westat.com](mailto:CAHPSDatabase@westat.com).

# The CAHPS® Database

## CAHPS Home and Community Based Services Survey (HCBS-CAHPS) 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 Program listed under item 12 on page 3 of this Data Use Agreement.

\_\_\_\_\_  
Name of Participating Organization

\_\_\_\_\_  
Street Address of Participating Organization

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**VERY IMPORTANT: Type or write in the name of the Participating Organization above. If more than one Program or site is represented, list the name of the overall State Agency, system or Program above and IDENTIFY EACH INDIVIDUAL PROGRAM OR SITE for which data will be submitted.**

2. AHRQ’s Consumer Assessment of Healthcare Providers and Systems (CAHPS®) Database is a central repository of data on health plan, medical group, clinician, and health care facility performance as measured by a selected set of CAHPS surveys. This DUA specifies the terms and conditions of Participating Organization’s submission of its CAHPS Home and Community Based Services Survey (HCBS-CAHPS) data for participation in the CAHPS Home and Community Based Services Survey Database (hereinafter termed the “Database”).
3. The Database is populated with HCBS-CAHPS survey data through the voluntary participation of organizations that have administered the CAHPS Home and Community Based Services Survey (HCBS-CAHPS) and are willing to submit their HCBS-CAHPS survey data to AHRQ for inclusion in the Database. Because participating organizations (e.g., State Agencies) voluntarily submit data to the CAHPS Database, the Data do not constitute a nationally representative sample. The Database is funded by 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 HCBS-CAHPS survey data to the Database for 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 HCBS-CAHPS 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 HCBS-CAHPS survey was administered, a copy of each HCBS-CAHPS survey instrument administered must be provided with the corresponding results for each version of the survey instrument for which data is submitted;
  - b) Respondent-level HCBS-CAHPS survey data are de-identified to prevent identification of any individual in the database. A Participating Organization submits its final, de-identified respondent-level HCBS-CAHPS 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., program type, mode of survey administration, dates of administration, sample size, response rate, etc.).

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 (0935-0218) AHRQ, 5600 Fishers Lane, Rockville, MD 20857.

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 HCBS-CAHPS survey administered is deemed acceptable by AHRQ's Contractor, (i.e., not modified from the original HCBS-CAHPS 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 HCBS-CAHPS survey composite scores and items that include data from all Participating Organizations and present aggregate statistics by State Agency and by program type or population served, etc. Results will not publicly identify individual program sites by name. Only data meeting minimum cell sizes will be reported, and only when there are sufficient data so that such cell sizes will not permit the identification of individual respondents or program sites by other Participating Organizations or the public. Results will be made available publicly at no charge.
8. AHRQ and its Contractor, Westat, agree to use the Data submitted by Participating Organization only for the purposes stated in this DUA.
9. **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) Individuals requesting de-identified HCBS 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 data files may include organizational characteristics (e.g., state identifier, program type, number of enrollees, population served), provided the characteristics do not permit re-identification of any individual respondent. 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 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) Valid purposes for the use of HCBS-CAHPS identifiable Data do not include the use of Data for public reporting, proprietary, commercial or competitive purposes or to determine the rights, benefits, or privileges of Participating Organizations.
10. 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.
11. Participating Organization may change or revoke this consent by sending written notification to the CAHPS Database, 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. **PLEASE COMPLETE THE INFORMATION BELOW, SIGN, 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 Programs listed in the Program site list and in so doing, enters into this Data Use Agreement on behalf of the Participating Organization and the Programs listed above and agrees to all the terms specified herein.

Complete all information

→ Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

Sign and date

→ \_\_\_\_\_

(Signature)

(Date)

14. **NAME AND ADDRESS OF PARTICIPATING ORGANIZATION CONTACT (if different from above):**

Name and address of person from Participating Organization who is the point of contact for this completed DUA.

Complete as needed

→ Name of contact: \_\_\_\_\_

Title: \_\_\_\_\_


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

\_\_\_\_\_

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

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

.....  
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.



\_\_\_\_\_  
David M. Maklan  
Senior Vice President, Westat