

Canadian Patient Experiences Survey – Inpatient Care

Terms of Use

The CPES-IC Materials

1. The Canadian Institute for Health Information's (CIHI) *Canadian Patient Experiences Survey-Inpatient Care (CPES-IC)* is a standardized survey that enables patients to provide feedback about the quality of care they received during their stay in a Canadian acute care hospital.
2. Its purpose is to help assess patient experiences, support improvements to service delivery programs, inform provincial/territorial or regional quality improvement initiatives and provide a platform for national comparisons and benchmarking for the measurement of patient experience (the **Purpose**).
3. The CPES-IC Procedure Manual (**Procedure Manual**) provides standards for administering the CPES-IC.
4. The CPES-IC Data Dictionary Manual (**Data Dictionary Manual**) provides detailed information about the data collected using the CPES-IC including data element definitions, submission requirements for each data element, descriptions of permissible responses and guidelines for collecting each data element in the CPES-IC minimum data set.
5. Together, the CPES-IC, Procedure Manual, and Data Dictionary Manual as well as any other related materials obtained from CIHI are referred to below as the “**CPES-IC Materials**.”

Acceptance of the Terms

6. When you access and use the CPES-IC Materials, you are accepting the terms below (the **Terms**). If you, or the entity you represent, do not wish to or cannot be bound by the Terms, you may not use the CPES-IC Materials.
7. Despite section 6 above, if you have received access to the CPES-IC Materials through a separate licence agreement with CIHI, the terms of that separate licence agreement will prevail in the event, and to the extent, of any conflict or inconsistency between the Terms and that separate licence agreement.



Use of CPES-IC Materials

8. You may reproduce and use the CPES-IC Materials solely for the Purpose.
9. You must respect and adhere to the standards, rules, guidelines, and other relevant information set out in the Procedure Manual and Data Dictionary Manual. For clarity, if you are administering the CPES-IC but you are not submitting the survey results to the Canadian Patient Experiences Reporting System, you do not need to adhere to the Data Dictionary Manual.
10. You must preserve the original title of the survey in the title of your version of the survey for the sake of consistency. You may add wording to your title (e.g., “The Hospital X Canadian Patient Experiences Survey-Inpatient Care”).
11. You must preserve the wording and the order of the survey questions in the CPES-IC as set out in the Procedure Manual.
12. You may add survey questions to the CPES-IC solely as set out in the Procedure Manual.
13. You cannot make commercial use of the CPES-IC Materials, including without limitation to administer or develop a survey or survey tool for customers, without CIHI’s express, prior, written permission.
14. You cannot use the CPES-IC Materials to develop software that will be used for the submission of data, or for both the collection and submission of data, and you cannot use the CPES-IC Materials to support or update software that will be used for the submission of data, or for both the collection and submission of data, if you (or a contractor hired by you for this purpose) developed such software.
15. You cannot delete nor obscure the notices in the CPES-IC that describe the origins of the survey questions.
16. With the exception of patients receiving the CPES-IC to complete, you cannot share the CPES-IC Materials with any third party without providing a copy of these Terms. For clarity, you cannot sublicense the right to use the CPES-IC Materials, and every third party with whom you share the CPES-IC Materials is subject to the Terms.

Use in Other Surveys

17. If you are reproducing or adapting the survey questions from the CPES-IC for a survey other than the CPES-IC, you do not need to comply with sections 8 to 12 above and 24 below.
18. With the exception of any survey questions that CIHI reproduced or adapted from a third party’s survey, you may reproduce and adapt the survey questions from the CPES-IC for a survey other than the CPES-IC.
19. In the case of any survey questions adapted from a third party’s survey, you must seek permission from the applicable third party prior to reproducing or adapting any of those survey questions in a survey other than the CPES-IC.

20. If you are reproducing or adapting the survey questions for a survey other than the CPES-IC, you must comply with the following requirements:
- a) You cannot make any suggestion that CIHI uses, approves of, or in any way endorses you, your products and/or services, any other person or entity, any other service or product, any cause, and/or any view or opinion.
 - b) You must notify CIHI, by emailing prems@cihi.ca, prior to reproducing or adapting the survey questions. In this notification, you must include details on the organization that will be using the survey questions as well as the title, intended audience, and type of survey.
 - c) You must credit CIHI as the source of the survey questions, by including CIHI's name and the title and version date of the survey, in association with your use of the survey questions.
 - d) In CIHI's sole discretion, you cannot undermine or otherwise adversely affect CIHI's efforts to promote the adoption of national standards with respect to the assessment of patient experiences. For greater certainty, you cannot use the CPES-IC Materials to create a different survey that will be used within the sample population for the CPES-IC without CIHI's express, prior, written permission.
 - e) You will not authorize a third party to reproduce or adapt the survey questions for a survey that differs from your own. You will direct any such third party to CIHI for permission.

Ownership and Licensed Rights

21. CIHI is the owner of the CPES-IC Materials. Parts of the CPES-IC Materials, however, were adapted by CIHI from other parties, including the Hospital Consumer Assessment of Healthcare Providers and Systems survey which was developed by the Centers for Medicare & Medicaid Services (**CMS**) and the Agency for Healthcare Research and Quality (**AHRQ**), and the Care Quality Commissions' (**CQC**) Adult Inpatient Survey which is delivered by the CQC on behalf of NHS England and the Department of Health and Social Care.
22. CIHI, CMS, AHRQ and CQC, as applicable, retain all rights, title and interest in the CPES-IC Materials. You do not obtain any ownership or any other right in the CPES-IC Materials except for those rights expressly granted to you by the Terms.
23. You will not take any action that may jeopardize the intellectual property rights of CIHI, CMS, AHRQ or CQC in the CPES-IC Materials. If you become aware of any possible or certain infringement of the intellectual property rights in the CPES-IC Materials, you will promptly notify CIHI and use all reasonable efforts to protect those rights.
24. Note that CIHI may update and modify CPES-IC Materials as/when required and you must check to ensure you are using the latest version.

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25. CIHI has taken great care in the production of the CPES-IC Materials. However, as errors can happen, the CPES-IC Materials are provided to you as-is and without warranties of any kind, including but not limited to warranties of fitness for a particular purpose and non-infringement. You bear all risks associated with use, reproduction, and adaption of the CPES-IC Materials.
26. In no event will CIHI, CMS, AHRQ or CQC be liable for any losses or damages whatsoever that may arise out of or in connection with the Terms or your use, reproduction, or adaption of the CPES-IC Materials, whether arising in negligence, tort, statute, equity, contract (including fundamental breach), common law, or any other cause of action or legal theory even if advised of the possibility of those losses or damages.

Breach

27. You will immediately notify CIHI of any breach or potential breach of the Terms by you, and you will take all steps necessary to address and remedy the breach in consultation with CIHI.
28. Non-compliance with the Terms may result in consequences that include but are not limited to the following: revocation of the rights granted to you under the Terms and a requirement to securely destroy or return the CPES-IC Materials and all whole or partial copies.

General

29. Except as set out in section 7 above, the Terms constitute the entire agreement between you and CIHI with respect to its subject matter and cancels and supersedes any prior oral or written communications, understandings and agreements between you and CIHI with respect to this subject matter.
30. If any provision (in whole or in part) of the Terms is deemed void or otherwise unenforceable by a lawful authority, the rest of the Terms continue in force.
31. You may not assign this agreement without CIHI's prior, express, written permission.
32. CIHI may amend the Terms in its sole discretion from time to time upon posting the amended Terms on its website.
33. The Terms are governed by the laws of Ontario and the applicable laws of Canada without regard to principles of conflicts of law. Any disputes connected to the Terms are to be settled by the courts in Ottawa, Ontario, Canada.