

Data Use Agreement for DARTNet Benchmarking Reports

DARTNet Organization

("Covered Entity")

And

American Academy of Family Physicians
On behalf of the AAFP National Research Network
11400 Tomahawk Parkway
Leawood, KS 66211-2672

("Data Recipient")

Pursuant to Section 164.514 of the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996, the above referenced parties agree to enter into a Data Use Agreement to permit the Use or Disclosure or Acceptance of Protected Health Information by means of a Limited Data Set as set forth below.

1. This Agreement identifies the terms and conditions pursuant to which Covered Entity will disclose certain Protected Health Information to Data Recipient.
2. Except as otherwise specified herein, Data Recipient may make all Uses of the Limited Data Set necessary to generate quality improvement benchmarking reports:

With prior approval from the Covered Entity, the Data Recipient will extract the following patient-level data elements (and the date associated with each data element) over the past 36 months for all patients who are in one of the following three categories: 1) >17 years of age who have any of the following diagnoses -diabetes, cardiovascular disease, chronic kidney disease, hypertension, hyperlipidemia, chronic obstructive pulmonary disease, asplenia, HIV, chronic liver disease OR 2) age> 64 OR 3) a smoking history and age >17. Data will be extracted from the Electronic Health Record of the Covered Entity using DARTNet's secure HIPAA-compliant data transfer system. This data will be pulled every 3 months and may be revoked by the covered entity at any time.

Year of birth
Gender
Prescribed Medications
Diagnoses
Blood Pressure
Height
Weight
Smoking Status
Family History of Early CVD
A1c
LDL

Total Cholesterol
HDL
Pneumovax
Resting EKG / ECG
Protein/creatinine ratio
Microalbumin
Serum Creatinine
Patient Visits

The only potential identifier that will be transferred to the DARTNet team will be the dates of service for the data elements listed above. The Data Recipient certifies that no attempt will be made to re- identify the information or to contact the individuals.

3. On behalf of Data Recipient, the following individuals or classes of individuals are permitted to use or receive the Limited Data Set for the purposes of benchmarking described above:

- Dr. Wilson Pace, Director, AAFP NRN
- Authorized DARTNet Personnel

4. Data Recipient hereby certifies that it will

- Not use or further disclose the information other than as permitted by the Data Use Agreement or as otherwise required by law;
- Use appropriate safeguards to prevent use or disclosure of the information other than as provided for by the data use agreement;
- Report to the Covered Entity any use or disclosure of the Limited Data Set not provided for by this Data Use Agreement of which it becomes aware within ten (10) days of its discovery;
- Ensure that any agents, including subcontractors, to whom it provides the Limited Data Set agrees to the same restrictions and conditions that apply to the Limited Data Set recipient with respect to such information; and
- Not identify the information or contact the individuals.
- Ensure that DARTNet staff has completed the relevant HIPAA training as required by COMIRB or the AAFP IRB.

5. The extracted data will be maintained for up to 5 years.

For Covered Entity:

For Data Recipient:

<<DARTNet Organization>>

Wilson D. Pace, MD, FAAFP
Director, AAFP NRN

Date: _____

Date: _____