



An Overview – Working with the Dartmouth Data Analytic Core (DAC)

About the DAC

Mission

The mission of the DAC is to provide full life-cycle data management, ensuring compliance with administrative, technical, and physical control requirements to meet the confidentiality, integrity, and availability of data acquired, stored, and maintained in the DAC Information Systems.

Core Values

Integrity

Community

Transparency

Innovation

Compliance

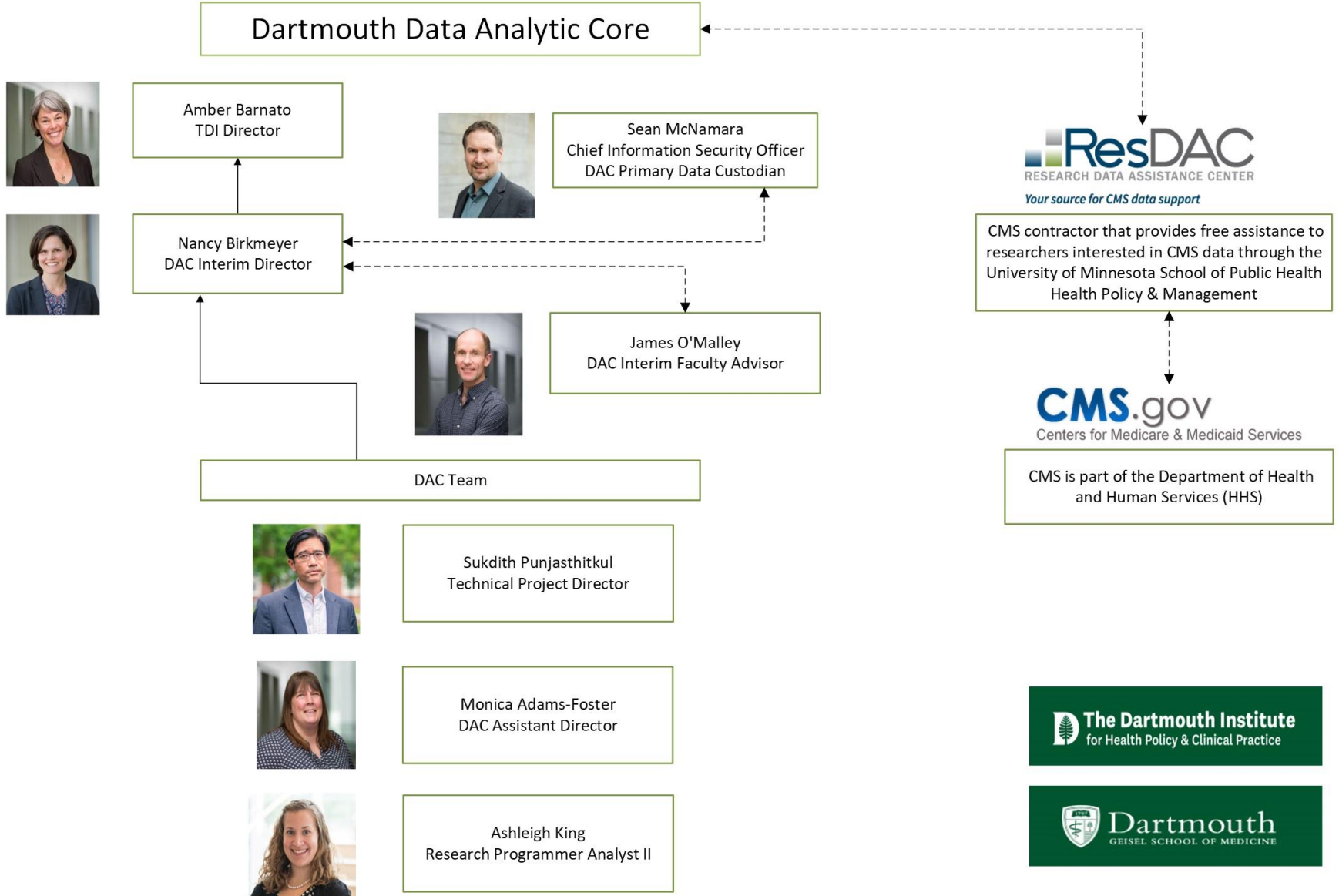
DAC Services



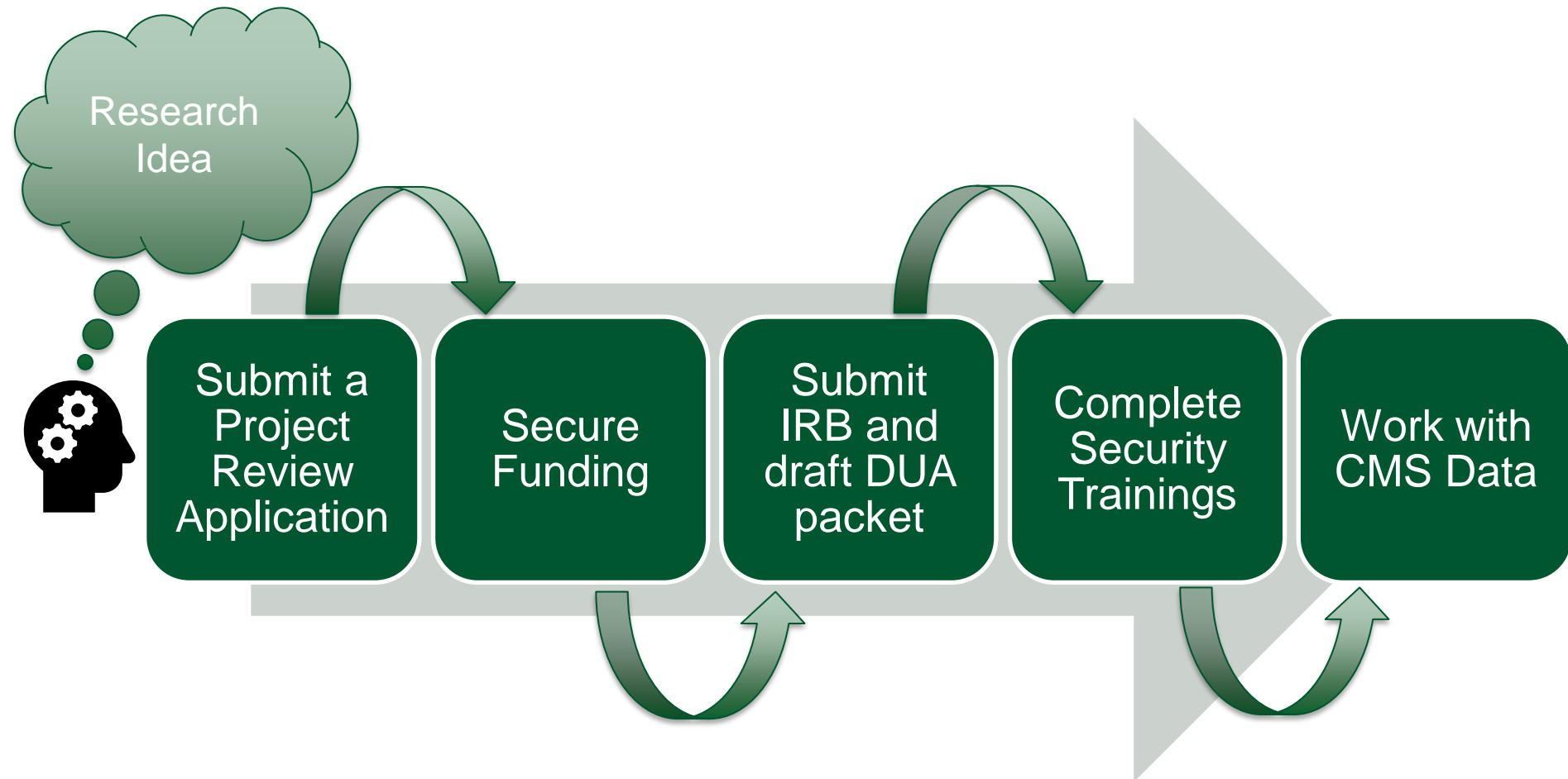
Data Analytic Core (DAC)

The DAC is a data service center providing full life-cycle data management, ensuring compliance with administrative, technical, and physical control requirements to meet the confidentiality, integrity, and availability of data acquired, stored, and maintained in the DAC Information Systems.

- Core Services (included in DAC Rates & Fees)
 - Secure Information System for housing data
 - Online Security Trainings
 - Data Use Agreement (DUA) & Institutional Review Board (IRB) support
 - Data processing, normalization, & quality control
- Consulting Services (hourly rate)
 - Individual and/or research team specific mentorship and trainings
 - Project specific data analysis
 - DUA executive summary conceptualization and/or development
 - Data analysis, analytic support, focus and individualized training, and mentoring



Research Teams working with the DAC



Data Use Agreement (DUA)

- A legally binding agreement which must be executed prior to the disclosure of, release of, or access to specified data files from CMS containing protected health information (PHI) and personally identifiable information (PII) to ensure that the disclosure will comply with the requirements of the Privacy Act, the Privacy Rule and CMS data release policies
- Purpose
 - Defines the limitations on use of the data
 - Details the obligations to safeguard the data
 - Binds the requester to liability for harm arising from the use of the data
- Required
 - A separate DUA must be issued for each specific research project



A DUA is “Project Specific”

The research project study title, the scope of work in the study overview, and the funding institution combined define the “specific project”

DEPARTMENT OF HEALTH AND HUMAN SERVICES
CENTERS FOR MEDICARE & MEDICAID SERVICES

Form Approved
OMB No. 0938-0734

DATA USE AGREEMENT

DUA #

**(AGREEMENT FOR USE OF CENTERS FOR MEDICARE & MEDICAID SERVICES (CMS)
DATA CONTAINING INDIVIDUAL IDENTIFIERS)**

CMS agrees to provide the User with data that reside in a CMS Privacy Act System of Records as identified in this Agreement. In exchange, the User agrees to pay any applicable fees; the User agrees to use the data only for purposes that support the User's study, research or project referenced in this Agreement, which has been determined by CMS to provide assistance to CMS in monitoring, managing and improving the Medicare and Medicaid programs or the services provided to beneficiaries; and the User agrees to ensure the integrity, security, and confidentiality of the data by complying with the terms of this Agreement and applicable law, including the Privacy Act and the Health Insurance Portability and Accountability Act. In order to secure data that reside in a CMS Privacy Act System of Records; in order to ensure the integrity, security, and confidentiality of information maintained by the CMS; and to permit appropriate disclosure and use of such data as permitted by law, CMS and enter into this agreement to comply with the following specific paragraphs. (Requestor)

“the User agrees to use the data only for purposes that support the User's study, research or project referenced in this Agreement”

3. The parties mutually agree that CMS retains all ownership rights to the data file(s) referred to in this Agreement, and that the User does not obtain any right, title, or interest in any of the data furnished by CMS.

4. The User represents, and in furnishing the data file(s) specified in section 5 CMS relies upon such representation, that such data file(s) will be used solely for the following purpose(s).

Name of Study/Project

CMS Contract No. (if applicable)

The User represents further that the facts and statements made in any study or research protocol or project plan submitted to CMS for each purpose are complete and accurate. Further, the User represents that said study protocol(s) or project plans, that have been approved by CMS or other appropriate entity as CMS may determine, represent the total use(s) to which the data file(s) specified in section 5 will be put.

The User agrees not to disclose, use or reuse the data covered by this agreement except as specified in an Attachment to this Agreement or except as CMS shall authorize in writing or as otherwise required by law, sell, rent, lease, loan, or otherwise grant access to the data covered by this Agreement. The User affirms that the requested data is the minimum necessary to achieve the purposes stated in this section. The User agrees that, within the User organization and the organizations of its agents, access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose stated in this section (i.e., individual's access to the data will be on a need-to-know basis).

Form CMS-R-0235 (06/10)

“The User agrees not to disclose, use or reuse the data covered by this agreement except as specified in...”

Institutional Review Board (IRB)

- Project Specific IRB
 - Required for each DUA issued
 - Issued from the Principal Investigators organization
- Purpose
 - Defines the limitations on use of the data
 - Details the obligations to safeguard the data
 - Binds the requester to liability for harm arising from the use of the data

- Individual IRB
 - Required for all users working on a project
 - Required for all DAC staff
 - Trainings are provided through the Collaborative Institutional Training Initiative (CITI)



Project Review Application

Purpose

- Mission alignment
- Feasible
- Budget alignment

Key Components

- Logistics
- Research & data plan
- Budget planning

Who is Involved

- DAC Director & DAC Operations Manager
- Study Principal Investigator(s)
- TDI Finance Team Member

CMS Requirement

- External organizations must have a Dartmouth Collaborator

Funding Requirements and Fees

CMS Requirements

- Organization holding funding determines DUA requestor
- Justification of the scope or work in study overview

CMS Fees

- Every amendment to a DUA is a \$2,000 reuse fee (often requested annually to update data years)
- Fees vary for each type of dataset new use purchase

DAC Requirements

- Billing is processed monthly on the RaDAR system
- Both internal and external organizations can be billed through RaDAR

DAC Fees

- All fees are project based
- Each DUA is charged for a project, data, & user fees
- Fees vary depending on the status of the project & users

ResDAC DUA issuance timeline

