

United States Renal Data System (USRDS) Merged Dataset Agreement for Release of Data

Project Title _____

In this agreement, “Requester Organization” means _____

- A. The National Institute of Diabetes and Digestive and Kidney Diseases (NIDDK), through the United States Renal Data System (USRDS) Coordinating Center, will provide the Requester data extracted from the USRDS research database (the “Data”), via download. Prior to receiving USRDS data, the Requester will provide USRDS with a list of personally identifiable information (PII) so USRDS can report which of the Requester’s subjects are in the USRDS end-stage renal disease (ESRD) data.
- B. The sole purpose of providing the Data is the conduct of legitimate and approved biomedical, cost-effectiveness, and/or other economic research by the Requester.
- C. USRDS shall not use or disclose the Requester’s data for any purpose other than to create the Data extracted from the USRDS database. In the event that the Requester’s data is used or disclosed for any purpose other than that covered by this agreement, USRDS will notify the Requester immediately and agree to work with Requester to address the use or disclosure. The USRDS will destroy the Requester’s dataset within one year after the linkage is complete unless otherwise specified by the Requester in the research proposal.
- D. The Requester shall not combine or link the Data provided with any other collection or source of information that may contain information specific to individuals on the files, except where a waiver of authorization has been approved by the Requester’s IRB/Privacy Board and NIDDK.
- E. The Requester shall not use the Data for purposes that are not related to biomedical research, cost-effectiveness, economic and/or other epidemiological research. Purposes for which the Data may not be used include, but are not limited to,
- the identification and targeting of under- or over-served health service markets primarily for commercial benefit
 - the obtaining of information about providers or facilities for commercial benefit
 - insurance purposes such as redlining areas deemed to offer bad health insurance risks
 - adverse selection (e.g., identifying patients with high risk diagnoses)
- Any use of the Data for research not in the original proposal must be approved by the USRDS Contracting Officer Representative (COR).
- F. The Requester shall not publish or otherwise disclose the Data in the files to any person or organization unless the Data have been aggregated (that is, combined into groupings of Data such that the Data are no longer specific to any individuals within each

grouping), and no cells (aggregates of Data) contain information on fewer than ten individuals or fewer than five providers or facilities. The Requester shall not publish or otherwise disclose Data that identify individual providers or facilities, or from which such identities could be inferred. However, the Requester may release Data to a contractor for purposes of data processing or storage if (1) the Requester specified in the research plan submitted to the USRDS Contracting Officer Representative that Data would be released to the particular contractor, or the Requester has obtained written authorization from the COR to release the Data to such contractor, and (2) the contractor has signed a data release agreement with the COR.

- G. A copy of any aggregation of Data intended for publication shall be submitted to the COR for review for compliance with the confidentiality provisions of this agreement prior to submission for publication and, if not approved, shall not be published until compliance is achieved. The COR must respond within 30 days. The Approval Request Checklist may be found at: https://usrds.org/media/2462/manuscript_approval_checklist_final-2021.pdf
- H. Appropriate administrative, technical, procedural, and physical safeguards shall be established by the Requester to protect the confidentiality of the Data and to prevent unauthorized access to it. The safeguards shall provide a level of security outlined in OMB Circular No. A-130, Appendix III (https://obamawhitehouse.archives.gov/omb/circulars_a130_a130appendix_iii— Security of Federal Automated Information Resources, or FAR 52.204-21 – Basic Safeguarding of Covered Contractor Information Systems (<https://www.acquisition.gov/far/52.204-21-0>), which sets forth guidelines for security plans for automated information systems in Federal agencies.
- I. No copies or derivatives shall be made of the Data in these files except as necessary for the purpose authorized in this agreement. The Requester shall keep an accurate written account of all such copies and derivative files, which will be furnished upon request to the COR. The USRDS Data files covered in this data use agreement (DUA) may be retained by the Requester until the date specified by the COR in the approval letter, at which time Requester may request renewal of this data use agreement to extend the retention period to comply with legal or institutional recordkeeping requirements or to maintain the integrity of the research or research publications. If at any time during the data retention period the DUA between USRDS and CMS is canceled, the Requester will be contacted to destroy the files in their possession. At the completion of the activities in the research plan, the file(s) and any derivative files and copies shall be destroyed. At that time, the Requester will inform the USRDS and the COR in writing that the files have been destroyed and complete the USRDS Data Destruction Certificate.
- J. For the purpose of inspecting security procedures and arrangements, authorized representatives of the NIDDK and/or of CMS will, upon request, be granted access to premises where the Data are kept.

K. The following USRDS Data file(s) is/are covered under this Agreement.

Standard Analysis Files (SAFs) requested:

- | | |
|---|---|
| <input type="checkbox"/> Core | <input type="checkbox"/> Dialysis Morbidity and Mortality Study (DMMS, 1993-1997) |
| <input type="checkbox"/> Transplant | <input type="checkbox"/> Comprehensive Dialysis Study (CDS, 2006) |
| <input type="checkbox"/> Hospital | <input type="checkbox"/> Clinical Performance Measures (CPM, 2000-2008) |
| <input type="checkbox"/> CKD 5% Cohort Core | <input type="checkbox"/> Case Mix Adequacy (CMA, 1990) |
| <input type="checkbox"/> CKD 5% Cohort Hospital | <input type="checkbox"/> Active-Adipose Study (AAS, 2009-2013) |
| <input type="checkbox"/> CROWNWeb Clinical Data | <input type="checkbox"/> Transition of Care in CKD (TCCKD) |

For the following SAFs, indicate the claim year(s) requested as well:

- | | |
|--|-------|
| <input type="checkbox"/> Institutional Claims (pre-1989 through 2019 available) | _____ |
| <input type="checkbox"/> Medicare Claims Clinical data (2011-2019 available) | _____ |
| <input type="checkbox"/> Physician/Supplier Claims (1991–2019 available) | _____ |
| <input type="checkbox"/> Part D (2006–2019 available) | _____ |
| <input type="checkbox"/> Pre-ESRD Institutional Claims (incident years 1995-2019) | _____ |
| <input type="checkbox"/> Pre-ESRD Physician/Supplier Claims (incident years 1995-2019) | _____ |
| <input type="checkbox"/> Pre-ESRD Part D (incident years 2008-2019) | _____ |
| <input type="checkbox"/> CKD 5% Institutional Claims (1992–2019 available) | _____ |
| <input type="checkbox"/> CKD 5% Physician/Supplier Claims (1992–2019 available) | _____ |
| <input type="checkbox"/> CKD 5% Part D (2006–2019 available) | _____ |

Crosswalks:

- Provider Crosswalk Physician Crosswalk

Requester Signature (for the Institutional Official for Data Assurance)

Authorized Signatory (Printed name, title & date)

Requester Address

Requester Telephone Number

Read and Acknowledged (for Primary Investigator and all co-investigators who will analyze data directly)

Investigator / Analyst signature	Name	Date
Investigator / Analyst signature	Name	Date
Investigator / Analyst signature	Name	Date
Investigator / Analyst signature	Name	Date

(Attach additional signature pages as necessary)

USRDS Contracting Officer Representative: Kevin C. Abbott, MD, NIDDK, NIH

USRDS Contracting Officer Representative Signature	Date
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Checklist:
 DID YOU REMEMBER TO INCLUDE:

- Signed copy of your institutional IRB approval memo
- Copy of your project proposal in recommended format at <https://www.usrds.org/for-researchers/merged-data-requests/>
- Copy of this Data Use Agreement signed by your institutional official, PI, and all active participants.

Send ALL documents (including the research proposal) in PDF format, DocuSign is not accepted. Submit all documents together to USRDS@USRDS.org

Please note that any MODIFICATIONS or AMENDMENTS require a modification of the existing DUA or a new DUA if the aims of the project are changed substantially, regardless of whether the new aims or projects require additional files. In addition, a new IRB approval memo, new project proposal or copy of the original project proposal with additional analyses/extractions highlighted, and a new signed Data Use Agreement (bulleted items listed above) are required. Investigators may not have more than 5 active Data Use Agreements concurrently and may not request more than one data merge per DUA per year

Revised April 2022