

# PsychPRO Dashboard - Terms of Use

These Terms of Use govern access to and use of the PsychPRO Dashboard (the “Dashboard”), a secure web-based platform operated by DARTNet Institute (“DARTNet”) on behalf of the American Psychiatric Association (“APA”). The Dashboard is made available to Authorized Users pursuant to agreements between the American Psychiatric Association (“APA”) and participating organizations. Such agreements include the APA Registry Participation Agreement, Business Associate Agreement and Data Use Agreement.

As a condition of accessing or using the Dashboard, Authorized Users must comply with these Terms of Use.

## 1. Purpose of the Dashboard

The PsychPRO Dashboard is intended to support clinical quality improvement, care delivery oversight, and operational monitoring for participating organizations.

Dashboard content may include patient-level information and is provided solely for authorized, internal use by a participating organization. The Dashboard is not intended to replace clinical judgment, professional standards, or local policies and procedures.

## 2. Authorized Use

Authorized Users may:

- Access the Dashboard only within the scope of their assigned role
- View, analyze, and download reports, visualizations, and data made available to them for participating organizations internal uses
- Use Dashboard content for internal clinical, quality, operational, and administrative purposes
- Share Dashboard content only with individuals within their organization who are authorized to receive such information

All use must comply with applicable organizational policies, professional obligations, governing agreements, and applicable law.

### 2.1 User Agreement

At first login, all users are required to either agree to or exit the application after being presented with the following statement of use:

*“By logging into the APA PsychPRO Mental Health Clinical Data Registry, you acknowledge that this system contains confidential and HIPAA-protected information. You agree to access only what you are authorized to view, use it solely for its intended purpose, not share or misuse any data, and maintain strict confidentiality. All activity may be monitored and audited.”*

## 3. Prohibited Use

Authorized Users may not:

- Access patient-level information, reports, or other functionality outside the scope of their authorization
- Use Dashboard content for marketing, advertising, or promotional purposes
- Redistribute, publish, post, or publicly display Dashboard content outside the Authorized User’s organization
- Disclose personally identifiable information from the Dashboard to any unauthorized individual or entity
- Sell, license, or otherwise commercially exploit Dashboard content
- Use automated tools (including scraping, bots, or scripts) to extract Dashboard data absent of permission from DARTNet
- Attempt to bypass security controls or interfere with the Dashboard’s operation
- Misrepresent, alter, or use Dashboard outputs outside their intended context

Unauthorized use may result in suspension or termination of access.

**Effective Date: February 1, 2026**

#### **4. Patient Information and Confidentiality**

The Dashboard may contain confidential patient-level information. State and federal laws, in addition to ethical and licensing requirements, may impose obligations with respect to patient confidentiality, thereby limiting a user's ability to receive, disclose, or make use of the patient-level information. By accessing the Dashboard, users are representing and warranting that they will comply with all laws that may directly or indirectly govern a user's use, transmission, receipt, processing, reporting, disclosure, retrieval, or storage of patient-level information. Each user and its participating organization are solely responsible for obtaining and maintaining any patient consents, if applicable, and any other consents or authorizations required by law or consistent with industry standards with respect to user use, transmission, receipt, processing, reporting, disclosure, retrieval, or storage of patient-level information. Each user is solely responsible for the user's use, transmission, receipt, processing, reporting, disclosure, retrieval, or storage of patient-level information.

Authorized Users are responsible for:

- Accessing only the minimum information necessary to perform their role
- Maintaining confidentiality in accordance with applicable law, professional standards, and organizational policies
- Safeguarding downloaded reports, screenshots, exports, and printed materials
- Preventing unauthorized access, disclosure, or reuse of patient-level information

Patient-level information accessed through the Dashboard may not be used outside the scope of authorized activities. If patient-level information to which an Authorized User should not have access is viewable to them within the Dashboard, they shall immediately discontinue access to the Dashboard and report the incident to DARTNet.

#### **5. Intellectual Property; Proprietary Information**

All content available through the PsychPRO Dashboard—including software, visualizations, analytics, reports, text, data displays, trademarks, and design elements—is owned by or licensed to APA and its partners, including DARTNet Institute. Unless otherwise expressly stated in these Terms of Use or a User receives written consent from APA or DARTNet Institute, as applicable, users may not (i) modify, translate, create derivative works of, copy, distribute, market, display, remove, or alter any proprietary notices or labels from, lease, sell, sublicense, clone, transfer, decompile, reverse engineer, the data made available via the Dashboard; or (ii) reproduce, transmit, sale, broadcast, circulate, or disseminate any APA or DARTNet Institute proprietary content.

Nothing in these Terms of Use grants Authorized Users or their participating organizations any ownership rights in the Dashboard or its content. Authorized Users are granted a personal, revocable, limited, non-exclusive, non-transferable right to access and use Dashboard content solely for authorized internal purposes and in accordance with these Terms of Use and applicable agreements. DARTNet Institute reserves the applicable agreement between their participating organization and APA; the Authorized User's right to bar, restrict, suspend, or terminate any user's access or license at any time for any reason, and the Dashboard automatically terminates upon termination of such agreement.

All rights not expressly granted are reserved by APA and its partners.

#### **6. Accuracy and Interpretation**

DARTNet makes reasonable efforts to support the availability and accuracy of Dashboard content; however:

- CONTENT IS PROVIDED "AS IS" AND "AS AVAILABLE"
- CONTENT MAY BE UPDATED, REVISED, OR CORRECTED OVER TIME
- DASHBOARD OUTPUTS SHOULD BE INTERPRETED IN CONTEXT
- THE DASHBOARD IS MADE AVAILABLE TO AUTHORIZED USERS ON AN "AS IS" BASIS.
- NEITHER APA NOR DARTNET GUARANTEES COMPLETENESS, ACCURACY, RELIABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE
- NEITHER APA NOR DARTNET INSTITUTE GUARANTEES ACCESS TO THE DASHBOARD OR THAT IT WILL PERFORM UNINTERRUPTED, TIMELY, SECURE, OR BE ERROR FREE, OR THAT IT WILL MEET ANY USER'S EXPECTATIONS
- CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, AND IS NOT INTENDED AS, AND SHOULD NOT BE INTERPRETED AS, LEGAL, FINANCIAL, MEDICAL, OR CONSULTING ADVICE

- HEALTH CARE PROVIDERS SHOULD EXERCISE PROFESSIONAL JUDGMENT IN CONNECTION WITH DASHBOARD CONTENT
- ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY

## **7. Feedback**

If a user sends or transmits any communications or materials to APA and/or DARTNet Institute by mail, email, telephone, or other means, suggesting or recommending changes to the PsychPRO Dashboard or other proprietary content, including, without limitation, new features or functionality relating thereto, or any comments, questions, or suggestions (collectively, "Feedback"), APA and DARTNet Institute are free to use such Feedback, and user, in offering the Feedback, is hereby assigning to APA and DARTNet all right, title, and interest in, and APA and DARTNet Institute are free to use without any attribution or compensation to user, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, although APA and DARTNet Institute are not obligated to use any Feedback.

## **8. Availability and Modifications**

DARTNet and APA may modify, suspend, or discontinue the Dashboard, in whole or in part, at any time. APA and/or DARTNet may update these Terms of Use from time to time. Updates will be reflected on the Dashboard website.

## **9. Limitation of Liability**

APA AND DARTNET INSTITUTE SHALL NOT BE LIABLE, AND DISCLAIM ANY LIABILITY, FOR ANY CLAIM, LOSS, OR DAMAGE, DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER IN CONNECTION WITH, AS A RESULT OF, OR ARISING (i) OUT OF THE USE OR INABILITY TO USE THE DASHBOARD; (ii) FROM ANY INTERRUPTION IN THE AVAILABILITY OF THE DASHBOARD; (iii) FROM ANY LOSS OF DATA; (iv) FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSION DATA; (v) OUT OF THE USE OF, REFERENCE TO, OR RELIANCE ON, THE DASHBOARD; (vi) OUT OF ANY CONTENT, MATERIALS, ACCURACY OF INFORMATION, AND/OR QUALITY OF THE DASHBOARD; OR (vii) OUT OF ANY OTHER MATTERS RELATING TO THE DASHBOARD.

## **10. Indemnification**

To the fullest extent permitted by law, user shall defend, indemnify, and hold harmless APA and DARTNet Institute and their employees, officers, and directors from and against all claims arising from or in any way related to user's use of the Dashboard, including any liability or expense, losses, damages, suits, judgments, and attorney's fees.

## **11. Enforcement**

Violation of these Terms of Use may result in:

- Suspension or termination of individual user access
- Notification to the Authorized User's organization
- Additional action as permitted under applicable agreements or law

## **12. Relationship to Other Agreements**

These Terms of Use supplement, and do not replace, the underlying agreement between Authorized User's participating organization and APA governing access to the PsychPRO Dashboard. In the event of a conflict, the applicable agreement between APA and the participating organization controls.

## **13. Contact Information**

Questions regarding these Terms of Use or appropriate use of the PsychPRO Dashboard may be directed to:

APA: [PsychPRO@psych.org](mailto:PsychPRO@psych.org)

DARTNet Institute: [PsychPRO\\_App@dartnetinstitute.org](mailto:PsychPRO_App@dartnetinstitute.org)