



### Data Use Agreement

The Alaska Section of Chronic Disease Prevention and Health Promotion (CDPHP) places the following conditions on the acceptance and use of \_\_\_\_\_ (*dataset/program name*) data collected and maintained by CDPHP:

\_\_\_\_\_ (*primary applicant name*) located in

\_\_\_\_\_ (*organization/agency name*) (Recipient) will have access to the data for public health purposes or for research as defined on the attached data request. If individuals with access to the data change due to staffing transitions or changes in employment status, CDPHP will be notified and new contact information will be provided. Other persons may have access to the data only for technical support and with prior approval from CDPHP.

*Initial each item (primary applicant only).*

\_\_\_ "Ownership" of the data set remains with CDPHP. Under Health Insurance Portability and Accountability Act of 1996 (HIPAA), the individual or patient is the owner of his/her data; all others have limited rights of use. When the proposed analyses are completed, all copies of these data will be destroyed (confirmed in writing), or returned to CDPHP. If return or destruction is not feasible, Recipient must explicitly state this in the Data Use Agreement (DUA) to extend protections required in this DUA to that data as long as Recipient is in possession of it, and notify CDPHP in writing.

\_\_\_ Recipient shall use appropriate safeguards to prevent use or disclosure other than as provided in this DUA, including complying with HIPAA.

\_\_\_ Recipient may not release data obtained--in whole or part--to any person other than those listed in this DUA without the express written permission of the CDPHP Deputy Section Chief. Recipient shall include a disclaimer that expressly credits any analyses, interpretations, or conclusions reached to the author(s) and not to CDPHP, unless prior authorization has been obtained, in all publications, presentations, and communications that refer to data defined by this DUA.

\_\_\_ Recipient shall protect the identity of individuals whose information is in the dataset. (Although names may not be provided, in some communities, the dates, age, sex, race and place may be sufficient to identify an individual.) Recipient may not use the identity of a person discovered inadvertently.

\_\_\_ Recipient shall immediately disclose to CDPHP any use or disclosure not provided for in this DUA which it becomes aware of. Recipient shall cooperate with CDPHP in responding to and mitigating any unauthorized use or disclosure.

\_\_\_ The Recipient and any associate with access to the data set for analysis purposes acceptable as part of this data request shall submit to the CDPHP Deputy Section Chief a signed DUA. If it is not feasible for all members of the research team to sign, the Primary Applicant listed on the DUA is responsible for ensuring all members of the team respect and follow the conditions as outlined in the DUA, and they must initial a statement acknowledging they accept this responsibility. If a need exists to utilize the data past the end date indicated on the Data Request, a new DUA must be signed.

\_\_\_\_ Recipient may use data only for public health research, public health program evaluation, or public health planning purposes, as described in the attached data request form. Recipient may not use or further disclose data in a manner that would violate HIPAA or this DUA.

\_\_\_\_ Recipient shall submit publications arising from the analysis of the requested data to the CDPHP Deputy Section Chief at least two weeks prior to dissemination. This is to ensure correct interpretation of the data. If disagreement exists, the Recipient shall allow CDPHP the opportunity to include comment within the published document. Acknowledgment is to be given to CDPHP as the source of data in any oral or written presentations of the results. Recipient shall notify CDPHP upon final publication of an article or report and provide the publication's suggested citation.

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I have read and agree to the above conditions of use for data from the Alaska Section of Chronic Disease Prevention and Health Promotion. By signing, I also agree to observe HIPAA privacy and confidentiality rules and regulations.

**Primary Applicant Name:** \_\_\_\_\_

**Telephone/Fax:** \_\_\_\_\_

**E-mail Address:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Affiliation:** \_\_\_\_\_

\*\*Primary Applicant is signing on behalf of all co-investigators and acknowledges responsibility for ensuring co-investigators will follow the above conditions for use of data and will observe HIPAA privacy and confidentiality rules and regulations. If applicable, Primary Applicant must initial here: \_\_\_\_\_

**Additional individuals with access to the data** (add lines for additional people as needed)

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_



**Dataset/Analysis Request**  
**Section of Chronic Disease Prevention and Health Promotion**

**Project Title:** \_\_\_\_\_

**Short Description and Purpose of Project:**

Include anticipated end date of project.

**Description of Dataset/Analysis Requested (Specify Data Source if known):**

Indicate if you are requesting access to the poison control system.

For all other data requests, please state specific years, variables of interest, etc. **Attached BRFSS or YRBS Data Request and Data Analysis forms may be used in lieu of this Data Request form. Pages 1 and 2 are still required.**

**Primary applicant (person receiving data transfer):** \_\_\_\_\_

**Agency** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

Please fax completed form to the CDPHP Deputy Chief at (907) 269-5446 or click the submit button below.

**CDPHP USE ONLY**

**Request approved** \_\_\_\_\_ \*Conditions for approval attached (if applicable).

A signed Data Use Agreement must be received prior to sharing data.

**Request denied:** \_\_\_\_\_ \*Reasons for denial attached.

**Name of reviewer:** \_\_\_\_\_ **Date:** \_\_\_\_\_