



### 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:** \_\_\_\_\_

Requestor Information								
<b>Project Title:</b>					<b>Request Date:</b>			
<b>Proposal Objective:</b>					<b>Required Date:</b>			
<b>Hypothesis:</b>								
<b>Principal Investigator Name:</b>								
<b>Organization/Agency:</b>								
Data Analysis Information								
<b>IMPORTANT: IF THIS REQUEST INCLUDES DISTRICT OR SCHOOL IDENTIFIERS, THE REQUESTOR MAY BE REQUIRED TO OBTAIN PERMISSION FOR RELEASE FROM THE SUPERINTENDENT(S) FROM THE DISTRICT(S) OF INTEREST.</b>								
<b>1. District(s), please specify:</b>	<b>2. Time Period Selection (check years):</b>							
	Year(s)	AK Traditional HS Sample	AK Local Sample	AK Alternative HS Sample	Year(s)	AK Traditional HS Sample	AK Local Sample	AK Alternative HS Sample
	1995		No Data	No Data	2017			
	1997	No Data	No Data	No Data	2019	No Data	No Data	No Data
	2003			No Data	2021	No Data	No Data	No Data
	2005	No Data		No Data	2023	No Data	No Data	No Data
	2007			No Data	2025	No Data	No Data	No Data
	2009				2027	No Data	No Data	No Data
	2011				2029	No Data	No Data	No Data
	2013				2031	No Data	No Data	No Data
	2015				2033	No Data	No Data	No Data
<b>3. Topic(s), please include specific variables when necessary (Please refer to the Alaska YRBS Data Dictionary):</b>								
<b>All Data:</b>					<b>Sexual Behavior:</b>			
<b>Safety:</b>					<b>Weight:</b>			
<b>Violence / Bullying:</b>					<b>Nutrition:</b>			
<b>Suicide:</b>					<b>Physical Activity:</b>			
<b>Tobacco Use:</b>					<b>Other Health Topics:</b>			
<b>Alcohol Use:</b>					<b>Connectedness:</b>			
<b>Drug Use:</b>					<b>Perception of Harm:</b>			
<b>4. Crosstab Variables (Please refer to the Alaska YRBS Data Dictionary):</b>								
<b>District:</b>					<b>Age Group:</b>			
<b>Grade(s) (e.g. 9<sup>th</sup>, 10<sup>th</sup>, etc.)</b>					<b>Gender:</b>			
<b>Race/Ethnicity:</b>					<b>Other (please specify):</b>			

## 5. Data Format(s):

SPSS statistical software (.sav file):

*\*recommended format*

SAS Statistical software:

Other (please specify):

## 6. Additional information or requirements, if any (If requesting a sub-district report, please specify here):

### YRBS DATA USE AGREEMENT

In addition to the CDPHP Data Use Agreement, the undersigned data user gives the following agreement with respect to YRBS reports or analysis:

1. I have read and will adhere to all of the data analysis and reporting policies set forth in the Alaska Youth Risk Behavior Surveillance System (YRBS) Data Access Guidelines.
2. I will not release any measure or result based on less than 100 respondents.

### Additional individuals with access to data:

### CDPHP USE ONLY

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