

## **Data Use Agreement: Conditions of Access to Data of the Health Resources and Services Administration**

*Any individual seeking to obtain or use non-public data files maintained by the Health Resources and Services Administration (HRSA) must sign and submit a copy of this Data Use Agreement to DED/OQI/BPHC at HRSA.*

I, [insert User name], am aware that the information contained in [insert name/date of data file(s)] has been provided to HRSA in accordance with the provisions of Section 308(d) of the Public Health Service Act (42 U.S.C. 242m), with the assurance that it will be used only for health statistical reporting and analysis and will not be published or released in identifiable form. I am also aware that I can be held legally liable for any harm resulting from my activities incurred by individuals or establishments who have provided or are described in the information contained in the above data file(s) to which I will have access.

Having read and familiarized myself with Section 308(d) of the Public Health Service Act (42 U.S.C. 242m), I agree:

1. To only conduct analyses related to the purpose(s) for which I have received approval from DED/OQI/BPHC at HRSA, indicated in the study proposal for [insert Name of Study/Project]. I will not use the information contained in the data file(s) for any purpose other than research, analysis, and aggregate statistical reporting.
2. Not to attempt to link or introduce any additional data through statistical programming or any other means, except with express written authorization by DED/OQI/BPHC staff at HRSA.
3. Not to use any technique in an attempt to learn the identity of any person, establishment, or sampling unit not identified on the data file(s).
4. Not to contact any individual or establishment included in the data file(s) for any purpose, including verifying or discussing information contained in the data file(s).
5. To abide by Federal regulations pertaining to human subjects protection (45 CFR 46), if applicable.
6. To hold in strictest confidence the identification of any establishment or individual that may be revealed in any documents, discussion, or analysis. If I discover or inadvertently identify an establishment or individual, either directly or indirectly, I will not publish, present, release, or otherwise disclose the information, and will immediately bring it to the attention of DED/OQI/BPHC staff at HRSA, who will provide further guidance on how to safeguard or destroy the information.
7. Not to publish, present, release, or otherwise disclose information when the number of observations in any given cell of tabulated data is less than or equal to 30.
8. To provide DED/OQI/BPHC staff at HRSA with any output or written materials I plan to publish or release to a third party, for HRSA review to ensure no identifiable data are disclosed. I will not

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publicly release findings until receiving HRSA's approval to do so, which will occur within 6 weeks of submitting materials to HRSA staff.

9. To acknowledge that interpretations, conclusions, and/or opinions that I reach as a result of my analysis of the data file(s) are my own, and do not constitute the findings, policies, or recommendations of the U.S. Government, the U.S. Department of Health and Human Services, or HRSA. I agree to include a disclaimer statement to this effect in any publication based on these data file(s).
10. To acknowledge HRSA and the source of the data in all publications, reports, or research based on these data file(s).
11. To secure the data file(s) in an environment accessible only to authorized users, and to maintain the confidentiality of the data. Appropriate security measures include but are not limited to ensuring that encryption standards are commensurate with the sensitivity level of the data.
12. To appropriately dispose of data to ensure confidentiality when the study is completed. This Agreement will remain in effect until DED/OQI/BPHC at HRSA has been notified that the data file(s) has/have been destroyed. I will not retain any data file(s) after the study is completed, unless express written authorization is granted by DED/OQI/BPHC at HRSA.
13. To require anyone outside of HRSA who will use or have access to the data file(s) to sign a copy of this Data Use Agreement. I will submit signed Agreements DED/OQI/BPHC at HRSA before granting any individual access to the data.
14. To report to DED/OQI/BPHC at HRSA any violations of this Data Use Agreement within 24 hours of becoming aware of the violation(s).

*The terms of this Data Use Agreement may be changed only by a written modification to this Agreement or by adopting a new Agreement. In addition, this Agreement may be terminated by HRSA at any time for any reason. Upon termination, HRSA will cease releasing data to the User under this Agreement, and will provide instructions to the User regarding destruction of the data file(s).*

My signature below indicates that I have carefully read and understood the above statements, and agree to comply with the terms of this Data Use Agreement. I understand that deliberately making a false statement about any matter within the jurisdiction of any Department or Agency of the Federal Government violates Title 18 U.S.C. 1001 and is punishable by a fine or up to 5 years in prison or both.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

User Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

The following individual will be designated as the point-of-contact for the Data Use Agreement on behalf of DED/OQI/BPHC at HRSA.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

HRSA Representative Name (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

Bureau/Office: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

*Once the Data Use Agreement is received and reviewed by HRSA, a completed and signed copy will be sent to the User and HRSA representative for their files.*

**Public Burden Statement:** An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this project is 0906-xxxx. Public reporting burden for this collection of information is estimated to average xx hours per response, including the time for reviewing instructions, searching existing data sources, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to HRSA Reports Clearance Officer, 5600 Fishers Lane, Room 14N-39, Rockville, Maryland, 20857.