

Butler Center for Research DATA USE AGREEMENT

Identification of limited data set subject to the Data Use Agreement: *Insert name of data set or a brief description of the data to be included in this agreement*

Pursuant to 42 CFR 164.514(e) of the Privacy Rule, this Data Use Agreement is being entered into between the Hazelden Betty Ford Foundation (covered entity, "HBFF") and *Insert name of investigator requesting data set* (recipient of limited data set, "Recipient") as of this *Date* day of *Month*, 20*Year*.

This limited data set is being disclosed to Recipient by HBFF for the sole purpose of research, public health, or health care operations.

The following individuals and/or job classifications are permitted to use or receive the limited data set:

Name or role of study team member(s) who may access the data
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On behalf of the employees, volunteers, and agents, including subcontractors of Recipient who have access to the limited data set, Recipient agrees to the following terms:

- A. Recipient will not use or further disclose the information other than permitted by this agreement or as otherwise required by law;
- B. Recipient will use appropriate safeguards to prevent use or disclosure of the information other than as provided for by this agreement;
- C. Recipient will report any use or disclosure of the information not provided for by this data use agreement to HBFF immediately after the unauthorized use or disclosure is discovered;
- D. Recipient will not identify the information contained in the limited data set nor attempt to contact the individuals; and
- E. Recipient hereby ensures that any agents, including a subcontractor, to whom the limited data set is disclosed agrees to the same restrictions and conditions that apply to Recipient with respect to such information; and

Recipient acknowledges that HBFF is under legal obligation to report known violations of this Data Use Agreement to the Secretary of the United States Department of Health and Human Services if HBFF is aware of a pattern of activity or practice of the Recipient that constitutes a material breach or violation of this Data Use Agreement unless Recipient and/or HBFF are able to take reasonable steps to cure the breach and/or end the violation.

My signature below indicates my agreement to the above terms, on behalf of Recipient.

Signature

Date

Printed Name

Title

For:

Signature of HBFF staff person

Date

Printed Name

Title