

DATABASE CONFIDENTIALITY RULES

Researchers (including all those who will use or have access to the requested dataset) who are requesting Oregon Health Division, Program Design and Evaluation datasets must agree to abide by the rules listed below.

1. Data may be used only for the purposes stated in the approved Data Use Agreement. Any changes in planned use of data must be written as a supplemental request and receive written approval from Program Design and Evaluation Services, as well as the Oregon Public Health Division Institutional Review Board (PH-IRB) where necessary.
2. Because researchers will have access to potentially identifiable individual record information, researchers must agree to assess the impact on privacy and confidentiality before publishing aggregated results. Identifiable information includes, but is not limited to, demographic identifier information, which will identify or may reasonably lead to the identification of one or more specific individuals. Researchers will apply the same rules of confidentiality when reporting non-identified aggregates, where disclosure of detailed geographic information could make it possible to identify the person in local communities.
3. Researcher agrees that only those who have signed this data use agreement can access the Oregon BRFSS data. The Principal Investigator/Manager is responsible for assuring that all users follow the restrictions and conditions specified in this confidentiality statement.
4. Researcher will protect confidentiality by using appropriate safeguards to prevent use or disclosure of the SWS data by any person not specified in the Data Use Agreement (e.g. use a password protected screensaver when possible, store data on encrypted memory, and keeping laptops, records and materials in a secure location with controlled access so that persons not connected with the study cannot access these records). Control of these records is to continue at the completion of the study by destroying the electronic files or listings.
5. Researcher will not attempt to link individual records from this dataset with other information from any other dataset without specific written permission or approval from the Oregon PH-IRB. Linkage of information from multiple databases is a potential threat to confidentiality.
6. Researcher will make no effort to determine the identity of individuals from the Oregon BRFSS data released. Identity discovered inadvertently is a breach of confidentiality and should be reported to the Oregon BRFSS data team immediately. Researcher will notify the Oregon BRFSS data team at BRFSS.Ask@dhsosha.state.or.us if the researcher becomes aware of any use or disclosure of the Oregon BRFSS data not specified in the Data Use Agreement.
7. Prohibition against follow-up: The researcher will not perform any individual or family follow-up, and no data will be published or disclosed from which an individual can be identified except upon written authorization of the Oregon OHA-HS IRB.

8. Researcher will not release any individual record information either *in toto*, or in fragmented form, to any person or entity outside of the research team specifically related to the project described in the Data Use Agreement, without express written permission from the Oregon Public Health Division, Program Design and Evaluation Services.
9. Researcher understands that a breach of confidentiality would result in denial of all future dataset requests from the Oregon Public Health Division, Program Design and Evaluation Services, as well as possible civil and/or criminal liability of the researcher. The Oregon Public Health Division has taken reasonable precautions to protect the identities of individual respondents providing information for this dataset. Researchers will accept all liability for their use, disclosure, or revealing in any way of information that can be used to identify any individual person.
10. Researcher will ensure that the dataset is destroyed after the purpose of the written request is fulfilled. Even after researchers no longer have access to the survey data, they should consider themselves bound by this document and must continue to maintain the confidentiality of information to which they previously had access.