

**Lake CISM, LLC Information Use Agreement for
Acute Stress Adaptive Protocol Scores**

The Health Insurance Portability and Accountability Act (“HIPAA”) policies for Lake CISM, LLC require that researchers wishing to make use of data agree to protect the privacy of any protected information. This Information Use Agreement for Acute Stress Adaptive Protocol (“ASAP”) Scores (“Information Use Agreement”) serves to define the responsibilities of researchers and document their agreement to abide by these terms. (You can view the full text of HIPAA via the [Congress.gov H.R. 3103 Database](#)).

The following information may be used by researchers: All Significant Unit of Distress (“SUD”) levels, profession, and number of years in recovery. Otherwise, the ASAP participant shall be anonymous and this information shall **not** contain any identifiers of the individual who is the subject of the ASAP including, but not limited to, names, postal address information, town or city, state and zip code, telephone numbers, fax numbers, email addresses, Social Security numbers; health insurance ID and Group numbers, full face photographic images, and any comparable images and said identifiers shall not be released to any third parties.

Researchers:

The following individuals are authorized to receive and use the data described in this Information Use Agreement for the purpose of research: Fuzzy Lake, JoAnn Fiorello, Andrew McDonald, Chloe Montgomery, and/or Jon Darling.

The ASAP participant understands that the officers, agents, and employees of Lake CISM, LLC have been properly trained and will use the ASAP protocol with the utmost skill and professionalism. The ASAP participant agrees that this has been explained to them fully and that they will fill the rest of the questionnaire out to the best of their knowledge.

Obligations of Researchers:

1. *Performance of Activities.* Researchers may use and disclose the data only in connection with the performance and results of the research activities.
2. *Permitted Access to Information.* Researchers shall limit the use or receipt of the data to only the individuals listed in this Information Use Agreement who need the data for the performance and results of the research activities.
3. *Nondisclosure Except as Provided in Agreement.* Researchers shall not use or further disclose the data except as permitted or required by this Agreement and applicable law.

Indemnity / Hold Harmless:

The ASAP participant, along with their heirs, successors, and assigns, agree to indemnify, defend and hold Lake CISM, LLC, its officers, agents, and employees harmless from any and all liability, loss, or damage arising out of any losses incurred by participation in the ASAP process.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Dispute Resolution:

If a dispute arises out of this Agreement, the ASAP participant and Lake CISM, LLC shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, either party may serve on the other party a Request for Mediation, and the parties shall then endeavor to settle the dispute through mandatory pre-litigation mediation. The ASAP participant and Lake CISM, LLC agree to conclude such mediation within sixty (60) days of the serving of the Request for Mediation. Any dispute not resolved by direct discussions or mediation shall be decided solely by bench trial in the circuit court, common pleas of Horry County, South Carolina. **The ASAP participant and Lake CISM, LLC expressly waive their rights to a jury trial in relation thereto.** In the event of any litigation, the prevailing party shall have the right to collect from the non-prevailing party its attorney’s fees and costs incurred relating to both mediation and litigation.

I agree with the above use of any information listed in the above paragraph for research purposes at Lake CISM, LLC and/or Lake CISM Training.

Participant’s Signature: _____

Date: _____

Printed Name: _____

Last four of SSN: _____