## Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Behavioral Health Statistics and Quality (CBHSQ)

**Substance Abuse and Mental Health Data Archive (SAMHDA)**

**Confidential Data Use and Nondisclosure Agreement**

This Confidential Data Use and Nondisclosure Agreement ("Agreement") governs the access to and use of Confidential Data in the Substance Abuse & Mental Health Data Archive (SAMHDA) Data Portal under the auspices of the Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Behavioral Health Statistics and Quality (CBHSQ).

SAMHSA/CBHSQ collects data related to substance abuse and mental health under the authority of section 505 of the Public Health Service (PHS) Act, as amended. These data are maintained in the Substance Abuse & Mental Health Data Archive (SAMHDA). SAMHDA is maintained by RTI International (RTI) under contract with SAMHSA.

Section 50l(n) of the Public Health Service Act (42 U.S.C. 299aa(n)) ("the SAMHSA Confidentiality Statute") requires that data collected by SAMHSA that identify individuals or establishments be used only for the purpose for which they were supplied.

The Confidential Information Protection and Statistical Efficiency Act (CIPSEA) of 2002 (hereinafter "CIPSEA"; see P.L. 107-347, Title V, subtitle A) establishes strong confidentiality protections for statistical information collections. protected under CIPSEA must be used only for statistical purposes.

Accordingly, any person or entity seeking permission from SAMHSA/CBHSQ to access and use Confidential Data must sign and submit this Agreement and accompanying Nondisclosure Form or Affidavit to SAMHSA/CBHSQ or designated representative for SAMHDA prior to the granting of such permission.

The Principal Project Officer and Receiving Organization (collectively "data recipients/agents") listed below that sign and enter into this Agreement have submitted to CBHSQ an Application for Access to Confidential Data ("Application") to use the Confidential Data and agree to adhere to the terms of this Confidential Data Use and Nondisclosure Agreement and its Attachments, and applicable federal laws and regulations.

By executing this Agreement, the data recipient understands and affirms that Confidential Data will only be used for statistical purposes consistent with the research described in the Application, the terms of this Agreement, and applicable federal laws, regulations, and SAMHSA/CBHSQ policies.

###### Requirements for Data Use

* 1. No Identification of Persons

The SAMHSA Confidentiality Statute prohibits the use of Confidential Data to identify any person (including but not limited to patients and health care providers). The use of Confidential Data to identify any person constitutes a violation of this Agreement and may constitute a violation of the SAMHSA Confidentiality Statute and CIPSEA. This Agreement prohibits data recipients/agents from releasing, disclosing, publishing, or presenting any individually identifying information obtained under this Agreement.

SAMHSA and the data recipient(s)/agent(s) acknowledge that it may be possible for a data recipient, through deliberate technical analysis of the data sets and with outside information, to ascertain the identity of particular persons. This Agreement expressly prohibits any attempt to identify individuals, and information that could be used to identify individuals directly or indirectly shall not be disclosed, released, or published. Data recipients/agents shall not attempt to contact individuals for any purpose whatsoever, including verifying information supplied in the data set. Any questions about the data must be referred exclusively to SAMHSA/CBHSQ.

By executing this Agreement, the data recipient/agent understands and agrees that actual and considerable harm will ensue if he or she attempts to identify individuals. The data recipient/agent also understands and agrees that actual and considerable harm will ensue if he or she intentionally or negligently discloses, releases, or publishes information that identifies individuals or can be used to identify individuals. Misuse of Confidential Data about persons constitutes a violation of this Agreement and may constitute a violation of the SAMHSA Confidentiality Statute and CIPSEA.

* 1. No Identification of Establishments

The SAMHSA Confidentiality Statute and CIPSEA prohibit the use of Confidential Data to identify establishments (e.g.: hospital or treatment facility) unless the individual establishment has consented. Data recipients/agents are prohibited from identifying establishments directly or by inference in publicly disseminated material. In addition, users of the data are prohibiting from contacting establishments for the purpose of verifying information supplied in the data set. Any questions about the data must be referred exclusively to SAMHSA/CBHSQ. Misuse of Confidential Data about hospitals or any other establishment constitutes a violation of this Agreement and may constitute a violation of the SAMHSA Confidentiality Statute and CIPSEA.

###### Requirements of Principal Project Officers

The Principal Project Officer (PPO) must meet the following criteria:

* 1. Be directly employed by the Receiving Organization (i.e., the PPO cannot be a visiting faculty member, temporary employee, contractor or outside consultant), and
  2. For institutions of higher education, must have an advanced degree (e.g., Ph.D., J.D., M.D. or Ed.D.).

1. **Requirements of Receiving Organization**

The Receiving Organization must be an institution of higher education, a research organization, or a government agency. The Receiving Organization headquarters, related business offices and/or research site locations must be located in the United States or District of Columbia.

## Obligations of the Principal Project Officer, Research Staff, and Receiving

#### Organization

Confidential Data for which access is provided under this Agreement via the Data Portal shall be limited to, and held in strictest confidence by the Principal Project Officer and Research Staff of the Receiving Organization.

In consideration of the requirements contained in this Section of this Agreement, the Principal Project Officer, Research Staff, and Receiving Organization agree that:

* 1. The Confidential Data will be used solely for statistical purposes and not for any non­ statistical purposes, as defined in section 502 of the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA.)
  2. The Confidential Data and any other data files used in combination with the Confidential Data will only be viewed, accessed and analyzed for the research project that is described in the Application.
  3. The Confidential Data will only be viewed, accessed and analyzed in the approved secure project office as listed in the Application.
  4. The Confidential Data will be used to generate only statistical summary info1mation that does not allow any individual, family, household, or establishment to be identified, and that no attempt will be made to identify individuals, families, households, or establishments.
  5. Where applicable, if an individual person, family, household, or establishment is inadvertently identified in a data set or if a technique for doing so is discovered (unless specifically the objective of the project), then:

no use will be made of this knowledge;

A summary of this identification or technique, but not including any Confidential Data, will be reported to Brooklyn Lupari at CBHSQ, [Brooklyn.Lupari@samhsa.hhs.gov](mailto:Brooklyn.Lupari@samhsa.hhs.gov), immediately upon discovery by the Principal Project Officer; and

This identification or technique will not be revealed to any other person.

* 1. When becoming aware of any suspected or actual unauthorized access, use, or disclosure of Confidential Data, this event will be immediately reported to CBHSQ via a telephone call and then a follow-up report in writing as an attachment to an email to CBHSQ and SAMHDA.
  2. No attempt will be made to link this Confidential Data with any other dataset, unless specifically identified in the approved Application for Access to Confidential Data.
  3. Analyses or results derived from the Confidential Data will not be provided to any other individual or organization without the written consent of CBHSQ. Approval for disseminating information or results based on analysis derived from the Confidential Data can only be obtained through CBHSQ's disclosure review and approval process. The scope of the disclosure review and approval process will only be for determining compliance with CIPSEA, the Privacy Act and the Public Health Services Act, and to ensure adherence to the confidentiality and security provisions established under this Agreement. Notwithstanding the above, no restriction shall be placed on the ability of the Receiving Organization to publish work or other information products (e.g., dissertations or theses) developed hereunder, except that such work or other information products shall not include Confidential Data.
  4. If the Receiving Organization requires a review of research proposals by an Institutional Review Board/Human Subjects Review Committee or equivalent body, then this review must take place and all approvals granted prior to submitting the Application for Access to Confidential Data.
  5. The Principal Project Officer certifies that all aspects of the Computer and Data Security Requirements (Appendix B), as stated in the Attachment to this Agreement, will be strictly followed and implemented.
  6. During the period of data access, the Receiving Organization will participate in announced and unannounced site inspection(s) conducted by CBHSQ-designated staff or contractor during normal business hours. These site visits will inspect the physical location and security measures in place for the use of the Data Portal and Confidential Data along with review of relevant records pertaining to the data covered under this Agreement.
  7. The PPO will notify CBHSQ in writing, in the event the PPO plans to separate from the Receiving Organization during the Contract Period, at least two (2) weeks prior to the last day on the project. PPO separation from the Receiving Organization will lead to the termination of access to the data for the PPO and Research Staff. The PPO's separation from the Receiving Organization terminates this Agreement, unless the Receiving Organization identifies and obtains CBHSQ approval of a new PPO, pursuant to section IV.M of this Agreement.
  8. The Receiving Organization will obtain approval from CBHSQ prior to transferring this Agreement to another Principal Project Officer at the same Receiving Organization. In order to obtain such approval, the Principal Project Officer must:
     1. Inform CBHSQ in writing six (6) weeks prior to the proposed date of transfer;
     2. Submit a complete copy of this Agreement signed by an official representative of the Receiving Organization and the new PPO; and
     3. Maintain responsibility for the Computer and Data Security requirements until the

transfer Agreement has been approved by CBHSQ.

* 1. Research Staff must be directly employed by or students currently enrolled at the Receiving Organization (i.e., they cannot be a contractor, visiting professor, temporary employee or outside consultant). The PPO will notify CBHSQ, in writing, of changes in the Research Staff. Research Staff separation from the Receiving Organization will lead to the termination of their access to the Data Portal.
  2. The maximum number of persons who may have access to the Confidential Data under this Agreement is ten (10). This includes the PPO and Research Staff combined.
  3. If during the course of research there are changes in research plans or in the computer environment that is different from (a) the information originally submitted in the Application, (b) different from that which is required by this Agreement, and/or (c) is different from that which in the Computer and Data Security Requirements (Appendix B), then the Principal Project Officer shall provide CBHSQ with a copy of the revised materials and a memorandum describing the changes. These revisions will be considered amendments to this Agreement and may not be implemented until written approval is obtained from CBHSQ.
  4. If the Principal Project Officer desires to extend this Agreement beyond the Contract Period, the Principal Project Officer must submit a written request to CBHSQ three (3) months prior to the end of the Agreement time period requesting CBHSQ approval of such continued access. If continued access is denied by CBHSQ, then this Agreement will terminate at the end of the Contract Period.
  5. Should the Principal Project Officer, Research Staff, or Receiving Organization commit a material breach of this Agreement that is not cured within ten (10) working days after Principal Project Officer or Receiving Organization receives notice of such breach from SAMHDA or CBHSQ, then CBHSQ reserves the right to terminate this Agreement. In the event of a breach of any of the confidentiality provisions of this Agreement, CBHSQ reserves the right to immediately terminate this Agreement. In the event of termination of this Agreement, access to the Confidential Data and the Data Portal will be revoked. The Principal Project Officer, Research Staff, and Receiving Organization understand and agree that a violation of any of the terms and conditions of this Agreement may constitute a violation of state and federal statutes, including the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA), and may subject the Principal Project Officer, Research Staff, and/or Receiving Organization to criminal, civil, and administrative penalties associated with violations of those statutes, in addition to constituting a material breach of this Agreement with attendant legal liabilities.
  6. The Receiving Organization will treat allegations of violations of this Agreement, by SAMHDA or CBHSQ, as allegations of violations of the Receiving Organization' s policies and procedures on scientific integrity and misconduct. If the allegations are confirmed, the Receiving Organization will treat the violations as it would violations of the explicit terms of its policies on scientific integrity and misconduct.

#### Miscellaneous

* 1. The respective rights and obligations of the Principal Project Officer, Research Staff, and Receiving Organization pursuant to this Agreement shall survive termination of this agreement.
  2. This Agreement contains all of the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matters.
  3. The persons signing this Agreement have the right and legal authority to execute this Agreement, and no further approvals are necessary to create a binding legal agreement.
  4. The obligations of Principal Project Officer, Research Staff, and Receiving Organization set forth within this Agreement may not be assigned or otherwise transferred without the express written consent of CBHSQ.
  5. Ownership of the Confidential Data will be retained by CBHSQ. Permission to use the Confidential Data and to use the Data Portal by the Receiving Organization may be revoked by CBHSQ through SAMHDA at any time, at CBHSQ's discretion.
  6. The Principal Project Officer and Research Staff must return any hardware tokens to SAMHDA upon completion of the project or when requested by CBHSQ or SAMHDA.
  7. This Agreement may be amended or modified only by the mutual written consent of the authorized representatives of CBHSQ and Receiving Organization. Both parties agree to amend this Agreement to the extent amendment is necessary to comply with the requirements of any applicable regulatory authority, including Federal law and policy, and as changes in the research plan or computer environment alter the information originally submitted as part of the Application.
  8. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each of which counterpart shall be deemed an original Agreement and all of which shall constitute but one Agreement.
  9. If used, the parties' electronic signatures shall be the legally binding equivalent of a handwritten signature.
  10. Attachments incorporated into this Agreement are:
      1. Appendix A: Definitions,
      2. Appendix B: SAMHSA/CBHSQ Computer and Data Requirements,
      3. Appendix C: The Designation of Agent and Affidavit of Non-disclosure for the Use of Confidential Data, or
      4. Appendix D: Designation of Agent and Declaration of Nondisclosure (for Federal employee use only).
  11. The parties agree that the following documents are incorporated into this Agreement by reference:
      1. The Application for Access to Confidential Data.
      2. Applicable federal laws.

1. **Signature Page**

|  |  |  |
| --- | --- | --- |
| **Principal Project Officer (PPO)** |  | **Receiving Organization Representative (ROR)** |
| Signature Date |  | Signature Date |
| Name (type or print) |  | Name (type or print) |
| Title |  | Title |
| Organization |  | Organization |
| Building Address |  | Building Address |
| Street Address |  | Street Address |
| City, State, Zip |  | City, State, Zip |
| Beginning and End Dates of Project |  |  |

**Representative for SAMHSA\CBHSQ**

Daryl Kade

Director, Center for Behavioral Health Statistics and Quality

Substance Abuse & Mental Health Services Administration

CBHSQ Director Signature Date

###### Appendix A: Definitions

"Substance Abuse and Mental Health Services Administration" is a federal government agency within the United States Department of Health and Human Services (DHHS). [http://www.samhsa.gov](http://www.samhsa.gov/)

"Center for Behavior Health Statistics and Quality" is a Center within the Substance Abuse and Mental Health Services Administration, located at One Choke Cherry Rd., Rockville, Maryland, 20857. <http://www.samhsa.gov/data/>

"Substance Abuse & Mental Health Data Archive" is CBHSQ's data repository. SAMHDA houses CBHSQ public-use and restricted-use confidential databases. SAMHDA is administered by RTI International (RTI) under contract with SAMHSA. <https://datafiles.samhsa.gov/>

"Confidential Data" refers to CBHSQ restricted-use data or individually identifiable information that are accessible via a web portal (see Data Portal) at SAMHDA pursuant to this Agreement, and any other external data files merged with the Confidential Data within the Data Portal. The Confidential Data is protected under the Privacy Act of 1974 (5 U.S.C. 552a); Confidential Information Protection and Statistical Efficiency Act (CIPSEA) of2002 (P.L. 107-347, Title V, subtitle A); and section 501(n) of the Public Health Services Act (42 U.S.C. 290aa(n)).

"Agent" is defined under CIPSEA as: "[A]n individual- (A)(i) who is an employee of a private organization or a researcher affiliated with an institution of higher learning ... and with whom a contract or other agreement is executed, on a temporary basis, by an executive agency to perform exclusively statistical activities under the control and supervision of an officer or employee of that agency; (ii) who is working under the authority of a government entity with which a contract or other agreement is executed by an executive agency to perform exclusively statistical activities under the control of an officer or employee of that agency; (iii) who is a self-employed researcher, a consultant, a contractor, or an employee of a contractor, and with whom a contract or other agreement is executed by an executive agency to perform a statistical activity under the control of an officer or employee of that agency; or (iv) who is a contractor or an employee of a contractor, and who is engaged by the agency to design or maintain the systems for handling or storage of data received under this title; and (B) who agrees in writing to comply with all provisions of law that affect information acquired by that agency.

"Data Portal" is a virtual confidential data storage and statistical computing environment. The Data Portal is administered by RTI. Approved users are provided with remote access to the Data Portal and can view and analyze confidential data using statistical software. Users can also produce research reports and documents within the Data Portal.

"Principal Project Officer" refers to the person who has the lead role on the project at the Receiving Organization. This person will serve as the primary point of contact for all communications involving this Agreement and for the Receiving Organization. The Principal Project Officer must be a senior staff member on the project. The Principal Project Officer assumes all responsibility for compliance with all terms of this agreement and for the research staff of their own organization. Under this Agreement, the PPO is a CIPSEA agent.

"Receiving Organization" refers to the organization employing the Principal Project Officer.

" Research Staff' refers to any individuals other than the Principal Project Officer with access to the Confidential Data via the Data Portal. These persons are also known as Project Team Members and become CIPSEA agents under this Agreement

"Representative of the Receiving Organization" is an individual that represents the Receiving Organization and is legally authorized to enter into and sign a contract (this Agreement) on behalf of the Receiving Organization.

"Contract Period" is the time period beginning on the date of the last signature affixed on the signature page that executes this Agreement and ending upon completion of the research project, as noted in the Application for Access to Confidential Data or twelve (12) months from the date this Agreement is executed, whichever comes first.

###### Appendix B: SAMHSA/CBHSQ Computer and Data Requirements

All of the following computer and data security requirements and procedures are required to be implemented as part of this Agreement:

* You must password protect the computer that is used to access the Data Portal.
* Under no circumstances may you share or give your Data Portal username, password or DIGIPASS Token to anyone, and this includes not sharing them with other members of your project team or your organization's IT staff. Passwords must not be stored on a computer in electronic or written form. Software password storage programs may not be used.
* Since the Data Portal is administered by RTI (under contract with SAMHSA), you should not contact the IT staff at your organization with questions about the Data Portal. (You may contact your organization's IT staff if you need help installing the DIGIPASS or Citrix client software to access the Data Portal. Your organization's IT staff should never be allowed to access the Data Portal or any Confidential Data.)
* Under no circumstances can any unauthorized person be allowed to access or view Confidential Data within the Data Portal.
* You must only access the Data Portal from within the authorized Secure Project Office (as listed in the Application) using only the approved desktop computer and assigned IP address.
* Unauthorized persons are not allowed to be inside the Secure Project Office when an authorized project team member is logged into the Data Portal.
* You must not allow the computer monitor to display Data Portal content to any unauthorized person. The computer monitor display screen must not be visible from open doors or through windows.
* You must set the computer to activate a password protected screen saver after three minutes of inactivity.
* If you are logged into the Data Portal and you leave your computer, you must

"disconnect" or "logoff' from the Data Portal. (Disconnecting from the Data Portal will leave any open programs running, but closes the connection to the Data Portal. Logging off the Data Portal closes the connection and terminates all programs that are running.)

* All Confidential Data must be kept within the Data Portal:
  + You must not duplicate or copy the data (e.g., you must not retype and/or use non­ technical ways of copying the data, such as handwritten notes).
  + You must not take screenshots, photographs, or videos of the displayed Confidential Data or statistical outputs. Cellphone use during Data Portal sessions is limited to access to the token application, and use of a cellphone camera during Data Portal sessions is strictly prohibited.
  + You must not type or record the Confidential Data or results from the data onto your PC or onto some other device or media.
* Any cell phone in the immediate vicinity of the computer used to access the Data Portal must be locked down by a password method during the Data Portal session. Fingerprint or pattern methods are acceptable.
* You must protect all hardcopy documents related to the Confidential Data such as research notes. Such hardcopy documents must be kept in locked drawers or cabinets when not in use.
* Prior to a disclosure review and approval by SAMHSA CBHSQ, neither you nor any

project team member may talk about or discuss any Confidential Data or results from the Data Portal in non-secure or public locations. These discussions cannot occur where an unauthorized person could eavesdrop.

* You must submit all statistical outputs/results from the Data Portal to CBHSQ for a disclosure review prior to sharing or giving such outputs to unauthorized persons. You also agree to revise or alter such outputs as required by CBHSQ to minimize disclosure risk prior to CBHSQ approving these outputs for dissemination to unauthorized persons.
* You may only disseminate aggregated information from the Confidential Data to unauthorized persons after you obtain clearance to do so through the CBHSQ disclosure review process.

**Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Behavioral Health Statistics and Quality (CBHSQ)**

**Appendix C: Confidential Data Use and Nondisclosure Agreement Designation of Agent and Affidavit of Nondisclosure Form**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name), in consideration of access to and use of SAMHSA/CBHSQ Confidential Data agree that:

* 1. I have read and will follow the requirements stated in the SAMHSA/CBHSQ Confidential Data Use and Nondisclosure Agreement and the Confidential Data Procedures Manual for the SAMHSA/CBHSQ Data Portal.
  2. I have completed the required SAMHSA/CBHSQ confidentiality training that covered applicable federal laws (including CIPSEA, the Public Health Service Act, and the Privacy Act), security requirements, and disclosure review of researcher results within the last year and understand these requirements and penalties associated with unauthorized disclosures of Confidential Data.
  3. I will only use the Confidential Data obtained under the Confidential Data Use and Nondisclosure Agreement for statistical purposes as defined by the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA).
  4. I will not share, release, disclose or redistribute any Confidential Data. I further understand that I

am subject to the penalties of federal law for unauthorized disclosures of any Confidential Data.

* 1. I will not make any disclosures or publication of the data where a responding entity could be identified or the data furnished by or related to any particular responding entity could be identified.

I do solemnly swear (or affirm) that I will observe and follow all of the requirements listed above as attested to by my signature below.

**Signature Date**

**Subscribed and sworn (or affirmed) before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_**

**at\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (city), \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (state). Witness by my hand and official Seal.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**(Notary Public Signature) [SEAL]**

**My commission expires\_\_\_\_\_\_\_\_\_\_\_\_\_.**

Note: The penalty for unlawful disclosure of Confidential Data under this affidavit is a fine of not more than $250,000, or imprisonment for not more than five years, or both (see P.L. 107-347, Title V, Section 513). The word "swear" may be stricken when a person elects to affirm the affidavit rather than swear to it.

**Substance Abuse and Mental Health Services Administration (SAMHSA)**

**Center for Behavioral Health Statistics and Quality (CBHSQ)**

**Appendix D: Confidential Data Use and Nondisclosure Agreement**

**Designation of Agent and Declaration of Nondisclosure**

**for Employees of the Federal Government**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name), declare under penalty of perjury under the laws of the United States of America that the following is true and correct.

I agree that:

A. I have read and will follow the requirements stated in the SAMHSA/CBHSQ Confidential Data Use and Nondisclosure Agreement and the Confidential Data Procedures Manual for the SAMHSA/CBHSQ Data Portal.

B. I have completed the required SAMHSA/CBHSQ confidentiality training that covered applicable federal laws (including CIPSEA, the Public Health Service Act, and the Privacy Act), security requirements, and disclosure review of researcher results within the last year and understand these requirements and penalties associated with unauthorized disclosures of Confidential Data.

C. I will only use the Confidential Data obtained under the Confidential Data Use and Nondisclosure Agreement for statistical purposes as defined by the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA).

D. I will not share, release, disclose or redistribute any Confidential Data. I understand that I am subject to the penalties of federal law for unauthorized disclosures of any Confidential Data.

E. I will not make any disclosures or publication of the data where a responding entity could be identified or the data furnished by or related to any particular responding entity could be identified.

**Signature Date**

This declaration is authorized under 28 U.S.C. 1746 as a substitute for an Affidavit of Nondisclosure as otherwise required under the Confidential Information Protection and Statistical Efficiency Act of 2002 (CIPSEA) for access to Confidential Data by agents of the Center for Behavioral Health Statistics and Quality (CBHSQ). Persons who provide this Declaration are subject to penalties of unlawful disclosure of a fine of not more than $250,000, or imprisonment for not more than five years, or both (see P.L. 107-347, Title V, Section 513).