RYAN WHITE DATA SHARING AGREEMENT

This DATA SHARING AGREEMENT (this “Agreement”) is effective as of January 01, 2020 (the “Effective Date”) between HIV/AIDS, Hepatitis, STD, and TB Administration (“Recipient”), located at 899 North Capitol Street, Washington, DC and \_\_\_\_\_\_\_\_ (Provider name) located at \_\_\_\_\_\_\_\_\_ individually (or collectively referred to as “Sub-Recipient/s”).

# BACKGROUND

Sub-Recipient(s) provide direct client services funded by federal funds administered by Recipient through Ryan White HIV/AIDS Treatment Extension Act of 2009. Recipient requires access to confidential data and services collected by Sub-Recipient as part of a mandated and legislated reporting requirement. As well, to measure certain service quality standards and patient outcomes, as required.

The Recipient conducts compilation and analysis of the confidential data to ascertain service quality standards, performance measures, cost effectiveness, patient outcomes, and other related reports as part of the fulfillment of the mandates of the federal grant award. As well, results of the analysis are used to assess future trends of service needs, patterns of patient use and needs, and allocation of resources.

The Sub-Recipient and the Recipient intend to establish this Agreement to access certain confidential data gathered by Sub-Recipients during the duration of their grant period, which is the effective date noted in Notice of Grant Award (NOGA).

# DEFINITIONS

“Sub-Recipient’s(s’) Confidential Information” means all information collected during the period of grant agreement, (including data specified by Recipient, client-level data, service encounters, disease and clinical status, and fiscal/financial reports) by Sub-Recipient(s) that is provided to the Recipient with this agreement.

“Compilation and analysis” include, but is not limited to, maintenance of a data repository (database) that will house confidential data, any methodology, statistical methods, formulae or other methods or tools used by Recipient in conducting the analysis.

## 1. DATA SHARING

1. Sub-Recipient(s) and Recipient agree that Sub-Recipient(s) will provide the Recipient with access to certain client-level data from the course of service delivery during the grant period for the sole purpose of analysis to fulfill mandated federal reports and other intended purposes as stated. Use of client-level data include: Ryan White Services Report; AIDS Drug Assistance Program Data Report; Quality Management; Women, Infants, Children and Youth Report; and Priority Setting and Resource Allocation.
2. The Recipient agrees that data provided by Sub-Recipient(s) are complete, reliable and valid to the extent possible. Sub-Recipient(s) should ensure that the data provided to the Recipient should be suitable for the purposes of this agreement.
3. Recipient agrees that it will use Sub-Recipient(s) Confidential Information only for the approved analysis, research and associated obligations.
4. Recipient agrees to provide access and reasonable assistance to Sub-Recipient(s) to utilize and implement any analytical tools for the sole purpose of reproducing the analysis conducted by the Recipient.

## 2. CONFIDENTIALITY

1. Sub-Recipient(s) Confidential Information and all tangible expressions, in any media, of Sub-Recipient(s) Confidential Information are the sole property of the relevant Sub-Recipient(s). Recipient agrees not to use Sub-Recipient(s) Confidential Information for any purposes other than the purpose(s) described in this Agreement. Recipient agrees not to disclose Sub-Recipient(s) Confidential Information to third parties except as necessary for the purpose(s) described in this Agreement.
2. Recipient shall safeguard Sub-Recipient(s) Confidential Information with the same standard of care that is used with the Recipient’s confidential information, but in no event less than the prescribed rules under HIPAA’s Privacy and Security Rules. At any time upon the request of relevant Sub-Recipient, all tangible expressions, in any media, of Sub-Recipient(s) Confidential Information in the Recipient’s possession shall be delivered to the relevant Sub-Recipient or, at the relevant Sub-Recipient’s option, destroyed.
3. The obligations of confidentiality and limited use under this Section shall not extend to any information:
	1. which is or becomes publicly available, except through breach of this Agreement;
	2. which Recipient can demonstrate that it possessed free of any obligation of confidence prior to, or developed independently from, disclosure under this Agreement;
	3. which Recipient receives from a third party which is not legally prohibited from disclosing such information; or
	4. which Recipient is required by law to disclose, provided that the other party is notified of any such requirement with sufficient time to seek a protective order or other modifications to the requirement.
4. The obligations of this Section shall survive this Agreement for the life of the grant agreement after the Effective Date.

## 3. RELATIONSHIPS OF PARTIES

The relationship of the parties in this agreement is that of independent Sub-Recipient. Neither party is the partner, joint venturer, or agent of the other and neither party has authority to make any statement, representation, commitment, or action of any kind which purports to bind the other without the other's prior written authorization.

## 4. ASSIGNMENT

A Sub-Recipient may assign its rights and duties under this Agreement without the Recipient’s consent. Any assignment by Recipient is valid only upon the prior written consent of Sub-Recipient(s). To the extent permitted above, this Agreement shall be binding upon and reinforced to the benefit of the parties and their permitted successors and assigns.

## 5. REPRESENTATIONS AND WARRANTIES

1. Recipient represents and warrants that it does not have, and will not enter into, any legal or contractual obligations that would prevent it from complying with its obligations under this Agreement.
2. Recipient represents and warrants that it has the authority to bind to the terms of this Agreement any individual proposed by Recipient to have access to Sub-Recipient(s) data, and that the term “Recipient” shall apply to all such individuals.
3. Recipient acknowledges the importance of data privacy of individuals to whom accessed data may relate, and commits to comply with all applicable data privacy legislation, not to attempt to identify subjects, and not to combine accessed data with other sources of data that would lead to the identification of any individual.

## 6. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the District of Columbia. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Washington, DC.

## 7. ENTIRE AGREEMENT

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, regarding its subject matter.

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| Sub-Recipient Representative: | Recipient Representative  |
| By:  | By:  |
| Title:  | Title:  |
| Date:  | Date:  |