

RYAN WHITE DATA SHARING AGREEMENT

This DATA SHARING AGREEMENT (this “Agreement”) is effective as of January 1st, 2025 (the “Effective Date”) between the District of Columbia Department of Health (“DC Health”) acting by and through its HIV/AIDS, Hepatitis, STD, and TB Administration (“Recipient”), located at 2201 Shannon Place SE Washington, DC and [enter subrecipient name], a not-for-profit corporation located at [enter subrecipient address] (“Subrecipient”). Recipient and Subrecipient are hereinafter referred to individually as a “Party” and collectively as the “Parties.”

BACKGROUND

Subrecipient provides direct client services utilizing federal grant funds administered by Recipient through the Ryan White HIV/AIDS Treatment Extension Act of 2009. Recipient requires access to confidential data and services collected by Subrecipient as part of a mandated reporting requirement and to measure certain required service quality standards and patient outcomes. 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 its 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 purpose of this Agreement is to provide the terms and conditions under which Recipient shall have access to certain confidential data gathered by Subrecipient during the duration of the grant period, which is the effective date noted in Notice of Grant Award (“NOGA”).

DEFINITIONS

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

“Compilation and analysis” includes, 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

- (a) Subrecipient and Recipient agree that Subrecipient 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. Client-level data includes Ryan White Services Report; AIDS Drug Assistance Program Data Report; Quality Management; Women, Infants, Children and Youth Report; and Priority Setting and Resource Allocation, Ending the HIV Epidemic Tri-Annual Reports.
- (b) The Recipient agrees that data provided by Subrecipient are complete, reliable and valid to the extent possible. Subrecipient should ensure that the data provided to the Recipient should be suitable for the purposes of this Agreement.
 - (c) Recipient agrees that it will use Subrecipient Confidential Information only for the approved analysis and associated obligations.
 - (d) Recipient agrees to provide access and reasonable assistance to Subrecipient to utilize and implement any analytical tools for the sole purpose of reproducing the analysis conducted by the Recipient.
 - (e) Subrecipient agrees to share select demographics, eligibility and annual review data with other subrecipients in the Washington DC Eligible Metropolitan Area through a centralized eligibility system. The data will be visible to subrecipients serving the same clients.

2. CONFIDENTIALITY

- (a) Subrecipient Confidential Information and all tangible expressions, in any media, of Subrecipient Confidential Information are the sole property of the Subrecipient. Recipient agrees not to use Subrecipient Confidential Information for any purposes other than the purposes described in this Agreement. Recipient agrees not to disclose Subrecipient Confidential Information to third parties except as necessary for the purposes described in this Agreement.
- (b) Recipient shall safeguard Subrecipient 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 the Health Insurance Portability and Accessibility Act's ("HIPAA") Privacy and Security Rules. At any time upon the request of Subrecipient, all tangible expressions, in any media, of Subrecipient Confidential Information in the Recipient's possession shall be delivered to the Subrecipient or, at the Subrecipient's option, destroyed.
- (c) The obligations of confidentiality and limited use under this Section shall not extend to any information:
 - (i) which is or becomes publicly available, except through breach of this Agreement;

- (ii) which Recipient can demonstrate that it possessed free of any obligation of confidence prior to, or developed independently from, disclosure under this Agreement;
 - (iii) which Recipient receives from a third party which is not legally prohibited from disclosing such information; or
 - (iv) 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.
- (d) The obligations of this Section shall survive this Agreement for the life of the grant.

3. RELATIONSHIPS OF PARTIES

The relationship of the Parties in this Agreement is that of Recipient and Subrecipient. 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

Neither Recipient nor Subrecipient may assign their rights and duties under this Agreement without the other Party's consent. 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

- (a) 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.
- (b) 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 Subrecipient data, and that the term "Recipient" shall apply to all such individuals.
- (c) Recipient acknowledges the importance of data privacy of individuals to whom accessed data may relate and commits to comply with all applicable data privacy laws and regulations, 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 courts located in the District of Columbia.

7. TERMINATION

Either Party may immediately terminate this Agreement, the Arrangement and access to Data if it becomes aware of any breach of this Agreement.

8. MODIFICATION TO COMPLY WITH LAW

The Parties acknowledge that state and federal laws and regulations relating to the security and privacy of Data are rapidly evolving and that modification of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA. The Parties understand and agree that Subrecipient must receive satisfactory written assurances from Recipient that Recipient will adequately safeguard all Data. Upon request of either Party, the other Party agrees to promptly enter into negotiations concerning the terms of a modification to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA. Subrecipient may terminate the Agreement and access to Data upon thirty (30) days written notice in the event: (1) Recipient does not promptly enter into negotiations to modify this Agreement when requested by Subrecipient under this section; or (2) Recipient does not enter into a modification of this Agreement providing assurances regarding the safeguarding of Data that Subrecipient, in its sole discretion, deems sufficient to satisfy the standards and the requirements of HIPAA.

9. NOTICE

Any notices required under this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To Recipient:

DC Health/HAHSTA
2201 Shannon Place SE
Washington, DC 20020
Attn: Avemaria Smith

To Subrecipient:

[Enter subrecipient name]
[Enter Address]
Attn: [Enter Name]

10. SURVIVAL

The respective rights and obligations of each Party under this Agreement shall remain in force until all Data provided by or created for Subrecipient is destroyed or returned to Covered Entity.

11. 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.

Subrecipient:

DC Health

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____