

2018 Data Use Agreement for HRSA-Provided Confidential Grantee Data

Recruitment and retention data profiles for individual Health Center Program grantees will be provided to the Primary Care Association (PCA). The data profiles contain sections of the 2017 Uniform Data System (UDS) reports that are considered to be proprietary information under the Trade Secrets Act, 18 U.S.C. § 1905 will be provided by the Health Resources and Services Administration (HRSA) to the specified PCA for use only for approved activities, defined as activities under the auspices of the cooperative agreement #U30CS26934 between HRSA and PCA. These sections of the UDS are:

- Table 5 - Staffing and Utilization
- Table 5A - Tenure for Health Center Staff
- Table 8A (except line 17, Column C) - Financial Costs
- Table 9D - Patient-Related Revenue

If it becomes necessary for HRSA to change the aforementioned list, the changes will be communicated in writing to the PCA. Health center-level UDS data provided directly to a PCA by a health center, however, are subject only to restrictions negotiated directly between the health center and PCA. The remaining sections of the UDS data are considered public information, and there are no restrictions applied to their use. As of note, HRSA makes the restricted data publicly available in aggregate form through the National and State rollup reports.

With respect to those sections of the UDS whose release is restricted, these health center-level data may be released to the PCA, as long as these sections will be used only for activities under the cooperative agreement, and subject to restrictions outlined below:

1. The PCA will be provided with health center-level Uniform Data System submitted by health centers in HRSA/BPHC's Health Center Program in its relevant state(s), including portions considered to be proprietary information (Tables 5, 5A, 8A, and 9D) to carry out the activities set forth in its cooperative agreement with HRSA. HRSA retains the right to obtain, reproduce, publish or otherwise use the data first produced under an award; and authorize a cooperating agency to receive, reproduce, publish, or otherwise use such data for Federal purposes as set forth in 45 CFR 74.36.
2. With respect to the proprietary information in the UDS, in carrying out the activities of the cooperative agreement, the PCA must:
 - a. Establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data, which would be available to HRSA to review upon request.
 - b. Prevent unauthorized use or access to data, including ensuring the physical security of the information.
 - c. Provide the data to employees, consultants and subcontractors on a "need-to-know" basis only, and only for tasks within the scope of the cooperative agreement with HRSA. Employees, contractors and consultants working with

the data must evidence in writing to ACU that they will not use this protected data for other purposes.

3. Further:

- a. These confidentiality requirements extend to PCA staff as well as all PCA contractors or consultants.
- b. The UDS health center-level proprietary data may not be used to respond to inquiries from third parties.
- c. Any findings, listing, or information developed from the proprietary information provided by HRSA must be presented as aggregate information at the state level (and only for those states with at least three health centers), national level, or national urban/national rural level unless the audience is limited to HRSA, staff and/or consultants and/or contractors working on tasks undertaken within the scope of the cooperative agreement.

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Acknowledgement Form for the 2018 Data Use Agreement for HRSA-Provided Confidential Grantee Data

I have received confidential grantee data from the Health Resources and Services Administration (HRSA) in support of the Cooperative Agreement between the Association of Clinicians for the underserved (ACU) and HRSA, or for internal communication purposes, not for external release except as covered by #3 below. I agree to the following related to the use of the data:

1. I will use the data in support of the Cooperative Agreement between ACU and HRSA, and for activities approved by ACU's Project Director.
2. I will not provide the data to third parties, except for those who are working on CA activities confirmed by the ACU Project Director who have signed an Acknowledgement.
3. Any findings, listings, or information developed from the data and shared with those beyond the ACU staff, consultants and/or contractors working on the assigned tasks must be in aggregate information at a level that includes at least three grantees. This includes data aggregated at the local, regional, state and national, or national urban/national rural level.
4. Any publications that include restricted UDS data provided by HRSA under this Cooperative Agreement must be in ACU's publication plan for review by HRSA.
5. I will preserve the physical security of the data provided.
6. I will hold staff or consultants/contractors under my supervision to the same standards as described above.

Organization

Name

Signature

Date