

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 Office (PCO). The data contains sections of the 2016 UDS report that are considered to be proprietary information, and will be provided via Health Resources and Services Administration (HRSA) to the specified PCO for use only for activities under the auspices of Cooperative Agreement #U30CS26934 with the Association of Clinicians for the Underserved (ACU). 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 PCO. 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 UDS National and State rollup reports.

The data profiles also contain non-UDS data. Any non-public data contained in the profiles is also proprietary and must be protected. If the PCO has questions about whether or not specific data is public or private, he or she must confirm in writing with ACU before using the data publicly.

The use of UDS or other data obtained exclusively pursuant to the Cooperative Agreement are subject to restrictions outlined below:

1. The PCO will be provided with health center-level Uniform Data System data 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 approved activities, as defined above. 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 approved activities, the PCO 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. Employees, contractors and consultants working with the data must evidence in writing to ACU that they will not use this protected data for purposes other than approved activities.
3. Further:
 - a. These confidentiality requirements extend to PCO staff as well as all PCO 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 in a manner that ensures that no individually identifiable health center data is disclosed, unless the health center(s) in question have approved the release of their data in writing, or unless the audience is limited to HRSA, staff and/or consultants and/or contractors working on approved activities.
4. Any PCO staff, consultants, and/or contractors who have access to the data must sign a document agreeing to the above. The Project Director for the Cooperative Agreement will be responsible for ensuring signatures.

Acknowledgement Form for the 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 (CA) 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 and confirmed by the ACU Project Director.
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