



**Center for Disease Analysis Foundation
RELINK INITIATIVE GRANT AGREEMENT**

This Relink Initiative Grant Agreement (“**Agreement**”) is entered into as of June X, 2024 (the “**Effective Date**”), by and between Center for Disease Analysis Foundation, Inc., a Colorado corporation with business offices at 1120 W South Boulder Rd, Suite 102, Lafayette, Colorado 80026 (“**CDAF**”), and NAME, a STATE nonprofit corporation located at ADDRESS (“**Grantee**” or “**Lead Organization**”). CDAF and Grantee are hereafter collectively referred to as “**Parties**” and each may individually be referred to as a “**Party**.”

BACKGROUND

The mission of the CDAF’s Relink Initiative (the “**Program**”) is to support development and implementation of programs working to reengage diagnosed-but-untreated (DBU) hepatitis B- and C-infected individuals back into the care cascade in programs across the United States.

Grantee submitted a proposal for the Program pursuant to the submission requirements of the Program, and CDAF wishes to provide financial support by way of an Award (as defined below) to Grantee with respect to Grantee’s (as defined below) capacity achieve the Program Goals.

In consideration of the mutual covenants, promises, agreements, representations, and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby certify, promise, and agree as follows:

1. Definitions. For purposes of this Agreement, the following words and phrases shall have the following meanings:

“**Award**” has the meaning set forth in Section 3(a) of this Agreement.

“**Grantee**” means the organization receiving an Award directly from CDAF, and with the responsibility of implementing the Program in accordance with Program Goals, the Proposal and Proposal Budget.

“**Grantee Lead**” means NAME OF PRIMARY INVESTIGATOR/S, the primary contact at the Lead Organization and author of the Proposal.

“**Other Affiliations**” means the Grantee Lead’s other academic, advisory or business affiliations including, without limitation, consultant positions, scientific advisory appointments, directorships, academic positions, and employment.

“**Program Goals**” means the Program details set forth in the document titled *Re-linkage to care in the United States: February 12, 2024, Request for Proposals* attached hereto as Exhibit A.

“**Proposal**” means the written description set forth in the Grantee’s Application/Proposal Details in Exhibit B, which is attached hereto and incorporated herein by reference.

“**Proposal Budget**” means the budget for the Proposal set forth in the Budget Details in Exhibit C, which is attached hereto and incorporated herein by reference.

“**Proposal Timing**” means the timing for the Proposal set forth in the Budget Details in Exhibit D, which is attached hereto and incorporated herein by reference.

2. Proposal Implementation. Grantee will implement the activities set forth in the Proposal, as outlined in Exhibits B, C, and D. Any material change in the Proposal may be made solely by an amendment to this Agreement.

3. Award; Exclusive Use of Award.

(a) CDAF will provide Grantee up to XYZ dollars (**\$XYZ.00**) for the Proposal (the “**Award**”), pursuant to the Proposal Budget in Exhibit C. The Award will be disbursed according to the milestone payments shown below. Grantee shall send an electronic invoice to CDAF to the following email addresses: jbarbera@cdafound.org and hrazavi@cdafound.org.

(b) CDAF will pay the invoice within 30 days.

Milestone payments

<u>Milestone</u>	<u>Payment</u>
1. Proposal approved by all parties & submit IRB (delete if no IRB is needed)	
2. Establish registry of diagnosed but untreated (DBU) individuals, pull and export data to external registry	
3. Hire and train patient navigators	
4. Contact 50% of estimated DBU individuals and attempt to link to care/treatment	
5. Contact 75% of estimated DBU individuals and attempt to link to care/treatment	
6. Analyze and report data	
7. Present results at a conference	
8. Coauthor a publication reporting the aggregate results for all grantees	

(c) Grantee shall use the Award solely for the purpose of performance of the Proposal, under the direction of the Grantee Lead, and in accordance with the Proposal Budget, as outlined in Exhibit C. Grantee will not use the Award for its institutional indirect costs (with the

exception of what is permissible under the approved Proposal Budget), overhead or general expenses. In the event that Grantee does not expend the total Award, Grantee will, unless otherwise agreed to by CDAF in its sole discretion, return such funds to CDAF within sixty (60) days of expiration or termination of this Agreement, or a request by CDAF.

- (d) Grantee understands and agrees that Award funds should be used in accordance with Exhibits A and D and may not be transmitted to, or used to pay for or offset the cost of, the following:
 - (i) Medications or purchasing of medications.
 - (ii) Direct medical expenses, including lab expenses.
 - (iii) Existing deficits of grantee.
 - (iv) Biomedical research, clinical research, or clinical trials.
 - (v) Projects that directly influence or advance pharmaceutical companies' business, including purchase, utilization, prescribing, formulary position, pricing, reimbursement, referral, recommendation or payment for products.
 - (vi) Individuals, individual health care providers, or physician group practices.
 - (vii) Medical care – this should already be in place.
 - (viii) Events or programs that have already occurred.
 - (ix) Government lobbying activities.

- (e) CDAF is not responsible for:
 - (i) expenditures which exceed the total amount of the Award,
 - (ii) expenditures made before the starting date of the Performance Period,
 - (iii) obligations incurred after the Performance Period has ended,
 - (iv) Proposal Budget modifications without prior CDAF approval, or
 - (v) any expenditures not in the approved Proposal Budget.

- (f) Grantee has the right during the Term to receive grants and funds from others for any purpose. By doing so, Grantee does not violate any of the terms or conditions of this Agreement. However, if Grantee receives "duplicative funding" for the Proposal, Grantee will return such funds to CDAF within sixty (60) days from the date of notice provided by a third party that Grantee will receive "duplicative funding". For the purposes of this Agreement, "duplicative funding" means any financial support, including in-kind, for essentially equivalent work proposed in the Proposal before or during the Term of this Agreement. Nothing in this Agreement entitles Grantee to additional awards, grants, financial support or payments of any kind from CDAF.

- (g) Grantee understands and agrees that CDAF may be required to post or report to government entities all fees and expenses paid to Grantee under this Agreement in accordance with all applicable laws, including Section 6002 of the Patient Protection and Affordable Care Act. Grantee further agrees to provide, at CDAF's reasonable request, any information necessary for CDAF to make a required posting or reporting.
- (h) Grantee understands and agrees that CDAF may disclose the provision of the Award, and that the disclosure may include the following information: the names of Grantee and Grantee Lead, a brief description of the proposal activity and/or the amount of the Award.

4. Representations and Certification.

- (a) **By CDAF.** CDAF represents, certifies, and covenants to Grantee that:
 - (i) the Proposal is solely controlled by the Grantee. Neither CDAF nor its affiliates (including without limitation, any employee, agent, director, officer, shareholder, or contractor) will exert any influence or control over Grantee or the Proposal. Neither CDAF nor its affiliates (including without limitation, any employee, agent, director, officer, shareholder, or contractor) will exert any influence or control over how Grantee conducts the Program, provided that Grantee conducts the Program in accordance with the Proposal and this Agreement; and
 - (ii) the Award is not provided, directly or indirectly, as an inducement or reward for the prescription, recommendation, purchase, supply, sale, administration, formulary placement, or use of any Gilead's products or to promote Gilead' products. Further, the parties acknowledge and agree that Grantee is not required to purchase, order, or recommend to any DBU individuals any products manufactured or available through Gilead Sciences.
- (b) **By Grantee.** Grantee represents, certifies to CDAF that:
 - (i) its performance will comply with all applicable laws, rules, regulations and guidelines including, without limitation, compliance with Regulatory Authorities;
 - (ii) it will comply with the terms and conditions of this Agreement;
 - (iii) it will not discriminate on the basis of race, color, gender, religion, disability, sexual orientation, or gender identity or expression;
 - (iv) it will, in writing, promptly notify CDAF if Grantee Lead discontinues the Proposal or leaves the Grantee;
 - (v) Grantee and any of its personnel performing the Proposal (including, without limitation, Grantee Lead) shall: (i) not knowingly use in any capacity, in connection with the performance of its obligations under this Agreement any individual or entity who or that has been debarred or suspended under 21 U.S.C. §335(a) or (b), or any foreign

equivalent thereof, or who is the subject of a conviction described in such section or any foreign equivalent thereof; and (ii) inform CDAF in writing immediately upon becoming aware if it or any individual or entity who or that is performing activities hereunder on its behalf is debarred, suspended or is the subject of a conviction described in 21 U.S.C. §335(a) or (b), or any foreign equivalent thereof, or if any action, suit, claim, investigation, or legal or administrative proceeding is pending or, to its knowledge, is threatened, relating to such debarment or conviction;

(vi) neither Grantee, nor any of its affiliates, nor any of their respective directors, officers, employees and agents (including, without limitation, Grantee Lead) (collectively, "**Grantee Representatives**") has taken any action, directly or indirectly, that would result in a violation of the Foreign Corrupt Practices Act of 1977, as amended (such act, including the rules and regulations thereunder, the "**FCPA**"), the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions adopted by the Negotiating Conference of the Organization for Economic Co-operation and Development on 21 November 1997 (such convention, including the rules and regulations thereunder, the "**OECD Convention**"), the U.K. Bribery Act 2010 ("**Bribery Act**"), or any other applicable anti-bribery or anti-corruption laws, rules or regulations (collectively with the FCPA, the OECD Convention and the Bribery Act, the "**Anti-Corruption Laws**"). Grantee represents and certifies that it and Grantee's Representatives will not undertake any actions that may violate the Anti-Corruption Laws, including directly or indirectly offering, paying, promising to pay, or authorizing the giving of money or anything of value to any third party, including any government official or employee of any government department, agency or instrumentality thereof (including, but not limited to, any health or medical institutions which are owned or controlled by the government), for the purpose of inducing such third party to use his or her influence or position to assist in obtaining or retaining business for, directing business to, or securing an improper advantage for Grantee or CDAF. Grantee has and will continue to have necessary procedures in place to prevent bribery and corrupt conduct by Grantee and Grantee Representatives. Grantee also agrees that CDAF shall have the right, from time to time, upon written notice to Grantee, to conduct an investigation and audit of Grantee's policies, books, records and accounts to verify compliance with the provisions of this Agreement. Grantee agrees to cooperate fully with such investigation, the method of which shall be at the sole discretion of CDAF. Without limiting any other remedies at law or at equity, CDAF may, at CDAF's sole discretion, terminate this Agreement for any violation of the Anti-Corruption Laws, in accordance with CDAF's contractual rights;

(vii) it has obtained any necessary approvals, including those of Other Affiliations of Grantee Lead, to enter into this Agreement and accept the Award hereunder; and

(viii) it has not entered into, and during the Term of this Agreement will not enter into, any agreement with or obligation to a third party that is inconsistent or conflicting with its obligations under this Agreement.

5. No Implied Rights in Intellectual Property. Except as expressly set forth in this Agreement, nothing in this Agreement grants either Party any rights or a license to any patent, patent application, copyright, trademark, know-how (whether patentable or unpatentable) or other intellectual property rights to the other Party.

6. Publications. Any information contained in publications, studies or presentation of research funded by the Award shall be made available to the public following such reasonable requirements or procedures as CDAF and Grantee may agree to from time to time. CDAF shall have a non-exclusive, irrevocable right to use, reproduce and distribute any publications, studies or data produced in the course of the Proposal for research and education purposes only. Grantee and Grantee Lead agree that all any publications or public announcements by Grantee arising out of the Proposal/Program shall carry the following acknowledgment: "Supported by grant funding from Center for Disease Analysis Foundation, Inc. Center for Disease Analysis Foundation, Inc. has had no input into the development or content of these materials."

7. Reports and Meetings.

- (a) Monthly, Grantee is required to participate in a 30-minute progress report via a web-conference.
- (b) Quarterly, Grantee is also required to participate in web-conference meeting with all other grantees to share and compare best practices.
- (c) Quarterly, Grantee is required to provide depersonalized data for their Program. The reports shall not include any individually identifiable information (including without limitation any individually identifiable health information as defined in 45 C.F.R. § 160.103); any non-public, confidential or proprietary information or material; or any information relating to the nature or number of prescriptions for any specific medications (only total number treated).
- (d) Upon the completion of the Program, Grantee is required to collaborate and coauthor a joint manuscript that reports aggregate data from all projects.
- (e) Upon the completion of the Grantee Program, Grantee is required to submit their results to conference in the U.S. as a poster or presentation. If accepted, the cost of attending the conference will be covered as part of the Award. If rejected, a proof of rejection needs to be provided to CDAF.
- (f) Upon the completion of the Grantee Program, a final report on activities, developments and accomplishments must be submitted to CDAF no later than ninety (90) days following the end of the final Performance Period. The final report should be in narrative form, a maximum of five single-spaced pages long, and sufficiently comprehensive to describe work completed during the funding period and indicate the significance of the activities, developments and accomplishments.

- (g) Grantee is required to submit reports of expenditures (“ROEs”) detailing how the grant was spent. Grantee is responsible for the use of Award funds to support the activities and goals described in the Proposal and Proposal Budget and needs to maintain records and supporting documentation consistent with accounting practices generally accepted in the United States of America (GAAP). If requested by CDAF, these records must be made available, at reasonable times, for inspection by CDAF staff or its representatives.
- (h) When Grantee Program expand over multiple years, Grantee is required to provide an interim ROE by December 31st of each calendar year detailing how the grant was spent, and the remaining funds (one page maximum).
- (i) The timely submission of Reports by the deadlines specified in these Reporting Requirements is a mandatory condition of the grant Award from CDAF. Failure to comply with the Reporting Requirements can result in the suspension of a scheduled payment following the missed deadline and, when justified, in the termination or eventual rescission of the Award in accordance with the following procedures.
- (j) In the event of a missed deadline for any interim progress report, CDAF will send Grantee written notification of the missed deadline and payment suspension and a revised submission deadline, which provides a last chance for Grantee to file the mandated Report(s). Grantee shall then be allowed thirty (30) days from the revised deadline in which to submit the mandated interim progress report(s). If such interim progress reports are not submitted to CDAF within the 30-day period following a revised submission deadline, Grantee will be considered in violation of the terms and conditions of the Agreement, and CDAF will terminate the Agreement and Award effective the date of the deadline. In addition, all remaining funds previously made on the Award under the Agreement must be returned to CDAF.
- (k) Please be aware that once an Award has been rescinded, the submission of Reports will not reinstate the Award or final payment. However, submission of an approved final progress report will (1) remove the “no progress” disclaimer, (2) allow Grantee to retain all Award funds issued to date, and (3) release any pending legal action directly related to the repayment of funds provided under an Award that was rescinded for failure to provide the final progress report and ROE.

For section 8, please select option i. or ii.

8.

i. To the extent permitted by applicable law, Grantee shall indemnify and hold harmless CDAF and its directors, officers, employees, contractors or agents from any and all claims, losses, liabilities, damages, expenses and costs (including attorneys’ fees and court costs) that are caused, directly or indirectly, due to the negligent acts or omissions by Grantee or its personnel in performance of the Proposal or breach of this Agreement (collectively, “**Claims**”), except to the extent any such Claim results from the gross negligence or willful misconduct of CDAF and its directors, officers, employees, contractors or agents.

OR,

ii. Grantee agrees to be responsible for any and all negligent or wrongful acts or omissions of its officers, employees, and agents arising from this Agreement. The Parties acknowledge that the Grantee is covered and self-insured by, and subject to the liability limitations set forth in, **INSERT STATE STATUTE**, and has not waived the monetary limitations and all other rights, immunities and protection provided therein.

9. Privacy Consent. The Parties shall comply with all Applicable Laws protecting the fundamental rights and freedoms of persons and Study Subject and, in particular, the right to privacy, with regard to the processing of personal data including but not limited to as provided by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the General Data Protection Regulation 2016/679 (“GDPR”) to the extent such regulation apply to the conduct of the Study (“Data Protection Laws”).

Project: Grantee will not provide any personal DBU individual data to CDAF as part of its reporting including any personal data with such detail that may be used to identify any DBU individual. Non-personal data will be aggregated and analyzed by CDAF. Only results of aggregated data will be reported by CDAF.

Proposal, Budget & Reports: By including details on Grantee’s Proposal, Proposal Budget and/or Report(s), Grantee and Grantee Lead each hereby consents to the processing of any personal information it has included in the Proposal, Proposal Budget and/or Report(s), and it confirms, to the best of its knowledge and belief, that it has the relevant rights and/or permissions to provide such personal information to CDAF. CDAF shall process such personal information for the purpose of conducting due diligence checks. Grantee also consents to being contacted by CDAF for the purposes of reviewing the Proposal, Proposal Budget and/or Report(s) and informing Grantee of the outcome of these due diligence checks.

Third Parties: Personal information provided by Grantee may be transferred to other third parties, such as the authorized consultants of CDAF, service providers of CDAF (or other carefully selected third-party organizations authorized by CDAF, together, referred to as “Third Parties”) exclusively for the purpose of carrying out due diligence checks. CDAF will require these Third Parties to whom it discloses information Grantee and Grantee Lead have provided to protect such personal information using substantially similar standards to those required by CDAF, including an obligation on those Third Parties to use appropriate technical, administrative and physical safeguards to protect personal information the Grantee has provided from loss, misuse or alteration. CDAF also requires that such Third Parties do not use personal information the Grantee has provided for any purpose that is not specifically authorized by CDAF.

10. Term of Agreement and Termination.

(a) **Term of Agreement.** The term of this Agreement will begin on the Effective Date and will end upon fulfillment of all Reporting Requirements and completion of all payment obligations under this Agreement (the “**Term**”), unless terminated earlier in accordance with this Section 11.

- (b) **Termination by Either Party.** Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party for any reason.
- (c) **Termination of Agreement for Specific Causes.** This Agreement may be terminated prior to expiration of the Term by:
 - (i) either Party, effective upon thirty (30) days written notice to the other Party, if the other Party commits a material breach of any of the terms of this Agreement and such breach remains uncured for thirty (30) days after written notice of such breach has been furnished to the other Party;
 - (ii) CDAF, effective immediately upon written notice to Grantee, if Grantee loses its status as a not-for-profit organization; or
 - (iii) CDAF, effective immediately upon written notice to Grantee, in the event Grantee or Grantee Lead notifies CDAF that Grantee or Grantee Lead is unable or desires not to conduct the Proposal agreed to between the Parties herein, or Grantee Lead leaves the Grantee.
- (d) **Effect of Termination.** Upon the expiration or termination of this Agreement for any reason, the rights and obligations that by their very nature should survive termination including, but not limited to, Sections 1, 3(b), 3(d), 3(e), 4(b)(iii), (vi)-(vii), 5, 6, 8, 9, 10(d) 11 and 12. In the case of any termination, Grantee will be required to return to CDAF any portion of the Award provided, but not yet expended, prior to the date of termination and any remaining Award funds will be canceled.

11. Relationship of the Parties. Grantee shall at no time hold itself out as an agent, partner, subsidiary or affiliate of CDAF for any purpose and shall have no authority to act on behalf of or bind CDAF to any obligation. Grantee's relationship with CDAF will be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. If Grantee is otherwise affiliated with a healthcare, academic or government (federal, state, or local government) institution or agency, Grantee represents that in entering this Agreement and performing the Proposal that Grantee (i) is complying with the applicable policies and procedures, if any, of the respective government agency or institution, (ii) has obtained any necessary approvals from the respective government agency or institution and (iii) may accept the Award from CDAF without creating a conflict of interest with Grantee's duties and/or obligations.

12. General.

For Section 12a, please select i. or ii.

(a) **Governing Law.**

i. To the extent permitted by Grantee's state laws, this agreement is governed by the laws of the State of Colorado.

OR,

ii. The Parties agree to remain silent on governing law.

- (b) **Notices.** Any notice or other communication required to be given or made under this Agreement shall be in writing and shall be given to the other Party as noted below. No communication or notice shall be effective if the Party to receive such communication or notice has notified the sender of a change in and provided a replacement address or principal contact person in accordance with the foregoing procedures for sending notices, unless such communication or notice is sent to the replacement address or principal contact person in accordance with the foregoing procedures.

Notices and communications shall be considered given or made: where sent by hand or courier, upon receipt unless delivery is refused in which case on the date of refusal; or where sent by U.S. Mail, first class postage pre-paid, on the third working day following the date of posting; upon the receipt thereof to:

CDAF:
Center for Disease Analysis Foundation, Inc.
1120 W South Boulder Rd, Suite 102
Lafayette, Colorado 80026
Attn: Julie Barbera

GRANTEE:
Name
Address
Attn:

- (c) **Severability.** If any provision of this Agreement is held invalid, all other provisions of this Agreement shall remain in effect; provided, however, that the invalid provision may be modified by the Parties, an arbitrator or a court of law, as needed to make such provision valid.
- (d) **Assignment.** Neither this Agreement nor any Award funds made available by CDAF hereunder shall be assigned by Grantee without the prior written consent of CDAF. Any purported assignment or delegation by Grantee of this Agreement in whole or in part without the prior written consent of CDAF shall be void.
- (e) **Entire Agreement; No Waiver.** This Agreement and any exhibits constitute the entire agreement between the Parties concerning the subject matter hereof, superseding all prior and contemporaneous negotiations and discussions. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by both Parties. Failure of either Party to enforce a right under this Agreement shall not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved or to terminate this Agreement as a result of any subsequent default or breach.
- (f) **Party that Drafted Agreement.** In the event of any ambiguity in this Agreement or other issue arising out of this Agreement, the resolution of such ambiguity or issue shall not be

resolved against the Party that drafted this Agreement merely because such Party drafted that portion of the Agreement.

- (g) **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws and regulations applicable to the Proposal, or any foreign equivalent thereof, including without limitation, all applicable Healthcare Laws. “**Healthcare Laws**” means (a) Titles XVIII and XIX of the Social Security Act, the Federal False Claims Act, the Federal Anti-Kickback Law, the Health Information Portability and Accountability Act (“**HIPAA**”), the Health Information Technology for Economic and Clinical Health Act (“**HITECH**”), the Stark Law, 21 C.F.R. Part 11, any and all analogous or similar federal, state and international laws, and any and all amendments to the foregoing; (b) any and all other current or future federal, state and international healthcare laws applicable to the Services and any and all amendments to the foregoing; and (c) any and all statutory citations, regulations, policies, procedures, guidance, instructions and requirements, whether issued by the Centers for Medicare and Medicaid Services or other federal, state or international administrative or governmental bodies, under or related to the foregoing (a) or (b).
- (h) **Authority.** Each Party represents and certifies that it has the full right and authority to enter into this Agreement and that it has no obligations, commitments or restrictions preventing such.
- (i) **Audit Rights.** During the term of this Agreement and for a period of three (3) years thereafter, CDAF shall have the right, upon sixty (60) days written notice, to send its auditors to Grantee’s business offices to conduct a semi-annual review or audit of Grantee’s books, records and accounts as they pertain to CDAF’s Award funds.

IN WITNESS WHEREOF, intending to be legally bound, Grantee and CDAF have executed or caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CENTER FOR DISEASE ANALYSIS FOUNDATION,
INC.**

INSTITUTION

BY: _____

BY: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT A
Excerpts from Request for Proposal (RFP) RFP-CDAF-2024

Title: Re-linkage to care in the United States

Issue Date: February 12, 2024

Due Date/RFP Close Date: April 14, 2024 (applicants can apply in any of the remaining three rounds with the next round closing on November 1, 2024)

Relink Grant Program Goals

The Center for Disease Analysis Foundation (CDAF) has received an eight-million-dollar grant from Gilead Sciences to run the Relink program over two years. The grant will be distributed to sub-grantees in multiple rounds over two years. The objectives of the Relink program are to:

- Provide grants to demonstrate the feasibility of finding diagnosed-but-untreated (DBU) HCV infected individuals, and/or diagnosed but untreated/ not appropriately treated or lost to follow-up HBV infected individuals and help them get linked to care in different settings and geographical regions.
- Maximize the number of DBU individuals linked to care for a given amount of spending (cost-per-individual).
- Use adaptive studies to conduct tranches of funding that will identify best practices for efficiently linking the most DBU individuals to care for the least amount of spending.
- Maximize the sustainability of the Relink program after funding has ended by demonstrating the simplicity and benefits of using existing records to find DBU HCV & HBV individuals.
- Promote innovation through collaboration among all grantees.
- Develop shared learning and process improvement to enhance linkage to care and retention.
- Quantify the impact of the program.
- Share key learnings through presentations of key findings at conferences.
- Publish the combined results of the studies to motivate other healthcare systems in the US and other countries to implement similar programs.
- Provide key learnings, best practices, and tools to other organizations (free of charge) to help them start their own Relink programs.

EXHIBIT B
Grantee Proposal

EXHIBIT C
Grantee Budget Details

Exhibit D
Grantee Timelines

DATA USE CONFIDENTIALITY AGREEMENT

1. **Effective Date.** This Confidentiality Agreement (this "**Agreement**") is effective as of the XXth day of XXX, XXX(the "**Effective Date**").

2. **Parties.** The parties to this Agreement and the parties' addresses are:

CDA Foundation	ORGANIZATION
1120 W South Boulder Rd	ADDRESS 1
Suite 102	ADDRESS 2
Lafayette, CO 80026	ADDRESS 3
Attn: Homie Razavi	Attn: XXX
("CDAF")	("NAME")

3. **Purpose.** The purpose of the disclosure of Confidential Information (the "**Purpose**") is for NAME to provide CDAF non-personal health information it collects as part of the Relink grant which are considered confidential.

4. **Recipient of Confidential Information.** The recipient ("**Recipient**") of Confidential Information under this Agreement shall be:

CDAF [X] NAME [] Both []

5. **Disclosure Period.** All Confidential Information shall be disclosed within twelve (12) months after the Effective Date.

6. **Confidential Information.** "**Confidential Information**" means any information disclosed by a party under this Agreement which is: (a) within the scope of sections 3 and 5; and (b) is disclosed in tangible form or if disclosed in intangible form, such as orally or by presentation. Confidential Information may include, but is not limited to, data on age, gender, race, diagnosis date, and treatment initiation date. Confidential Information also includes the existence, terms and purposes of this Agreement.

7. **Exclusions.** The Recipient of Confidential Information shall be under no obligation with respect to any information which Recipient establishes (a) is or becomes generally available to the public through no fault of the Recipient; or (b) is or becomes rightfully in Recipient's possession from a third party without restriction on disclosure, or (c) is independently developed by Recipient without reference to the disclosing party's Confidential Information, or (d) is disclosed under governmental regulation, or court order, provided Recipient first gives the disclosing party reasonable advance notice and reasonably cooperates with efforts of the disclosing party (at disclosing party's expense) to secure confidential protection of such Confidential Information. Confidential Information shall not be deemed to be within the foregoing exceptions merely because it is specific and embraced by more general information in the public domain or Recipient's possession.

8. **Restrictions.** The Recipient of Confidential Information shall: (a) exercise the same degree of care that it exercises with respect to its own information and samples which it desires to maintain as confidential (but in no event less than reasonable degree of care) to prevent its disclosure to any third party, (b) restrict its use to the Purpose (and not use it for any other purposes), (c) not reverse engineer any Confidential Information of the disclosing party, and (d) limit its disclosure to its employees and legal counsel whose duties justify the need to know such information in furtherance of the Purpose, who have been advised of the existence and terms of this Agreement, and who are legally obligated to protect the Confidential Information from unauthorized disclosure or use. This restriction would not apply to aggregate data and CDAF could report the disclosed aggregate data where data provided by NAME is combined with data by all other Relink grantees.

9. **Term.** All confidentiality obligations under this Agreement shall expire five (5) years from the Effective Date.

10. **Return of Confidential Information.** Within thirty (30) days following the receipt of a written request from the disclosing party, the Recipient shall deliver all tangible materials containing or embodying the disclosing party's

Exhibit D

Confidential Information to the disclosing party or, at the disclosing party's option, certify that all such materials in the Recipient's possession have been destroyed. However, Recipient may retain one copy solely for the purpose of monitoring Recipient's surviving obligations under this agreement.

11. **Ownership.** All Confidential Information is and shall remain property of the disclosing party. By disclosing Confidential Information to the Recipient, the disclosing party does not grant any express or implied rights or license to the Recipient to or under any patents, patent applications, inventions, copyrights, trademarks, trade secret information, or other intellectual property rights heretofore or hereafter possessed by the disclosing party.
12. **Remedies.** If either party should breach or threaten to breach any of the provisions of this Agreement, the non-breaching party, in addition to any other remedies it may have at law or in equity, will be entitled to a restraining order, injunction, or other similar remedy in order to specifically enforce the provisions of this Agreement. Each party specifically acknowledges that money damages alone would be an inadequate remedy for the injuries and damage that would be suffered and incurred by the non-breaching party as a result of a breach of any of the provisions of this Agreement. In the event that either party should seek an injunction hereunder, the other party hereby waives any requirement for the submission of proof of the economic value of any Confidential Information or the posting of a bond or any other security.
13. **Disclaimer.** WITH RESPECT TO CONFIDENTIAL INFORMATION, THE DISCLOSING PARTY MAKES NO AND DISCLAIMS ALL WARRANTIES OF ACCURACY, RELIABILITY, COMPLETENESS, OR FITNESS FOR ANY PURPOSE. CONFIDENTIAL INFORMATION ARE PROVIDED ON AN "AS-IS" BASIS. The disclosing party shall not be liable for any inaccuracy or lack of completeness of the Confidential Information.
14. **Duty to Notify.** The Recipient shall notify the disclosing party immediately upon discovery of any unauthorized use or disclosure of Confidential Information, or any other breach of the Agreement by the Recipient or any of its representatives, and will cooperate with the disclosing party in every reasonable way to help the disclosing party regain possession of its Confidential Information and prevent its further unauthorized use or disclosure. The Recipient shall be responsible for the acts of any of its representatives that are in violation of this Agreement.
15. **Miscellaneous.** This Agreement constitutes the complete agreement of the parties with respect to the subject matter hereof, supercedes all prior discussions, understandings and arrangements with respect to such subject matter and can only be modified by a writing signed by both parties. This Agreement and the rights and obligations under this Agreement may be assigned upon prior written approval of the other party, which shall not be unreasonably withheld. The rights and obligations of the parties will inure to the benefit of, will be binding upon and will be enforceable by the parties and their lawful successors and permitted assigns. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law principles. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same agreement.

In witness whereof, this Agreement has been executed by or on behalf of the parties and shall be in full force and effect as of the Effective Date.

CDA Foundation:

Organization Name:

Signature

Homie Razavi

Name

Managing Director

Title

Signature

Name

Title