

**San Francisco Local Homeless Coordinating Board**  
**Approval of Draft HMIS Authorized Research and Evaluation Agreement**  
**August 4, 2014**

**Requested Action:** Review and approve HMIS Authorized Research and Evaluation Agreement.

**SAN FRANCISCO HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)**

# **HMIS AUTHORIZED RESEARCH AND EVALUATION AGREEMENT**

Please review this document carefully.

This agreement describes the rules and regulations governing access to and use of information contained in San Francisco's Homeless Management Information System (HMIS) for authorized academic research purposes. This agreement must be executed prior to the disclosure of data from the San Francisco Human Services Agency (HSA). Once the agreement is received, reviewed, and approved by HSA a completed and signed copy will be sent to the Researcher for their files. **The Researcher may not access or use any information stored in HMIS before receiving this completed and signed copy of the agreement.**

This research agreement (1) establishes rules and limitations for process and maintaining the security of protected personal information (PPI) stored in San Francisco's Homeless Management Information System (HMIS); (2) mandates the return or disposal of all such information at the end of the research; and (3) prohibits further use of HMIS data beyond the scope of this written agreement.

## **1. PURPOSE**

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In order to secure the information stored in HMIS; maintain compliance with local, state and federal laws and regulations; and to ensure the integrity, security and confidentiality of the information maintained by HMIS, HSA and \_\_\_\_\_ enter into this agreement to comply with the following terms and conditions.

## **2. PARTIES**

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This Agreement is by and between the San Francisco Human Services Agency (HSA), acting in its capacity as the HMIS Lead Agency for the San Francisco Continuum of Care, and \_\_\_\_\_, hereinafter termed "Researcher."

## **3. SCOPE OF AGREEMENT AND MODIFICATION**

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This Agreement sets forth the conditions under which HSA will disclose and the Researcher will obtain, use, reuse and disclose the HMIS data specified in this agreement and/or any derivative file(s) that contain Private Protected Information (PPI) or elements that can be used in concert with other information to identify individual persons. This agreement supersedes any and all

agreements between the parties with respect to the use of San Francisco HMIS data and overrides any instructions, directions, agreements, or other understanding in or pertaining to any prior agreement or communication from HSA or any of its components with respect to the data specified herein. Further, the terms of this Agreement can be changed only by written modification to this Agreement or by the parties adopting a new agreement. The parties further agree that instructions or interoperations issued to the Researcher concerning this Agreement or the data specified herein shall not be valid unless issued in writing by the HSA point-of-contact or HSA signatory to this Agreement.

#### 4. OWNERSHIP OF SAN FRANCISCO HMIS DATA

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The parties mutually agree that HSA retains all ownership rights and control over the data referenced in this agreement, and that the Researcher does not obtain any right, title or interest in any of the data furnished by HSA or it's partners.

#### 5. DATA REQUESTED

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The following San Francisco HMIS data is covered under this Agreement:

Data Element or Report	Timeframe	Population(s)

#### 6. RESTRICTIONS ON USE

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##### SCOPE OF USE

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The Researcher represents, and in furnishing or providing access to the data HSA relies upon such representation, that such data will be used solely for the following academic research purposes.

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## ACCURACY AND COMPLETENESS OF PROPOSAL

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The Researcher further represents that the facts and statements made in any study or research protocol or project plan submitted to HSA and/or the San Francisco Continuum of Care for each purpose are complete and accurate. Further, the Researcher represents that said study protocol(s) or project plan(s), that have been approved by HSA, represent the total uses(s) to which the data will be put.

## CONFIDENTIALITY

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The Researcher agrees not to disclose, use or reuse the data covered by this agreement except as specified in this Agreement or except as HSA shall authorize in writing or as otherwise required by law, sell, rent, lease, loan or otherwise grant access to the data covered by this Agreement. The Researcher affirms that the requested data is the minimum necessary to achieve the purposes stated in this section. The Researcher further agrees that within the Researcher organization and organizations of its agents, access to the data covered by this Agreement shall be limited to the minimum amount of data and minimum number of individuals necessary to achieve the purpose stated in this section (i.e., on a need-to-know basis).

## PUBLICATION OF PROTECTED PERSONAL INFORMATION (PPI) PROHIBITED

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Local regulations and federal law protect the confidentiality of protected personal information (PPI) stored in HMIS. The Researcher is expressly prohibited from publishing any and all personally identifiable information in whole or part. PPI includes any information that:

- Identifies, directly or indirectly, a specific individual;
- Can be manipulated by a reasonably foreseeable method to identify an individual; or
- Can be linked with other available information to identify an individual.

The Researcher agrees not to disclose direct findings, listings, or other information derived from the data covered in this Agreement if such findings, listings or information can, by themselves or in combination with other data, be used to deduce an individual's identity.

## REUSE PROHIBITED

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The Researcher understands and agrees that they may not reuse the original data or derivative file(s) without prior written approval from HSA.

## 7. INFORMATION SECURITY

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The Researcher agrees to establish appropriate administrative, technical and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by local and federal HMIS Privacy and Security policies and regulations. The

Researcher acknowledges that the use of unsecured telecommunications, including unsecured Internet connections, to transmit individually identifiable or deducible information from the data covered in this Agreement is prohibited.

## BREACH OR MISUSE

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The Researcher agrees that in the event HSA or its agents determine or has a reasonable belief that the Researcher has made or may have made a use, reuse, or disclosure of the data covered in this Agreement may require the Researcher to:

- a. Promptly investigate and report to HSA the Researcher's determinations regarding the alleged or actual unauthorized use, reuse or disclosure
- b. Promptly resolve any problems identified by the investigation
- c. Submit a formal response to the allegation of authorized use, reuse, or disclosure, if requested by HSA
- d. Submit a corrective action plan with steps designed to prevent any future unauthorized uses, reuses, or disclosures, if requested by HSA
- e. Return all data covered by this Agreement and destroy all derivative files, if requested by HSA

The Researcher understands that as a result of HSA's sole determination or reasonable belief that unauthorized uses, reuses, or disclosures have taken place, HSA may refuse to release further HMIS data to the Researcher for a period of time to be determined by HSA.

The Researcher agrees to immediately report any breach of Protected Personal Information (PPI) from the data covered under this Agreement, loss of data or derivative files, or disclosure to any unauthorized persons to the HSA point-of-contact and to fully cooperate in HSA's investigation of the incident. Although HSA retains all ownership rights to the data specified in this Agreement, the Researcher shall bear the cost and liability for any breaches of PPI from the data they are entrusted to. If HSA determines that the breach requires notification of affected individuals and/or other remedies, the User agrees to carry out these remedies without cost to HSA of the San Francisco Continuum of Care.

## 8. ATTACHMENTS

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The parties mutually agree that the following specified Attachments are part of this Agreement:

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## 9. SIGNATORIES

### RESEARCHER

By signing this Agreement, the Researcher agrees to abide by all provisions set out in this Agreement and acknowledges having received notice of the potential liabilities for violation of the terms of this Agreement.

On behalf of the Researcher the undersigned individual hereby attests that he or she is authorized to legally bind the user to the terms of this Agreement and agrees to all terms specified herein.

Name and Title of Researcher		
Institution/Organization		
Street Address		
City	State	Zip Code
Office Telephone (/w Area Code)		
Email Address		
Signature		Date

### CUSTODIAN

The parties mutually agree that the following named individual is designated as Custodian of the HMIS data on behalf of the Researcher and will be the person responsible for observance of all conditions of use and for establishment of maintenance and security arrangements as specified in this Agreement to prevent unauthorized use. The user agrees to notify HSA within fifteen days (15) of any change in custodianship. The parties mutually agree that HSA may disapprove the appointment of a custodian or may require the appointment of a new custodian at any time.

The custodian hereby acknowledges his/her appointment as Custodian of the data covered by this Agreement on behalf of the Researcher and agrees to comply with all of the provisions of this Agreement on behalf of the Researcher.

Name and Title of Researcher		
Institution/Organization		
Street Address		
City	State	Zip Code

Office Telephone (/w Area Code)	
Email Address	
Signature	Date

## HSA POINT-OF-CONTACT AND COC REPRESENTATIVE

The parties mutually agree that the following individual will be designated as point-of-contact for the Agreement on behalf of HSA.

On behalf of HSA and the San Francisco Local Homeless Coordinating Board the undersigned individual hereby attests that he or she is authorized to enter into this Agreement and agrees to all the terms specified herein.

Name and Title of HSA Point-of-Contact		
Street Address		
City	State	Zip Code
Office Telephone (/w Area Code)		
Email Address		
Signature of HSA Point-of-Contact		Date
Signature of HMIS Lead (if different)		Date
Signature of Local Homeless Coordinating Board Representative		Date