SOUTH ALAMO REGIONAL ALLIANCE FOR THE HOMELESS (SARAH) DATA USE AGREEMENT FOR NON-CONFIDENTIAL (*DE-IDENTIFIED*) DATASETS

This Data Use Agreement ("Agreement") is made and entered into by and between the SOUTH ALAMO REGIONAL ALLIANCE FOR THE HOMELESS ("Covered Entity"), a 501(c)(3) non-profit organization in the State of Texas, and **Insert Name of Entity** ("Data Recipient"), a [insert description of legal status (public / private / profit / non-profit / company incorporated in what state, LLP or LLC or other entity incorporated or registered in what state)] on (Today's Date) for the purpose of collecting and analyzing Homeless Management Information System (HMIS) data from SARAH.

WHEREAS: Covered Entity may Disclose or make available to Data Recipient, and Data Recipient may Use, Disclose, receive, maintain or create from, certain information in conjunction with research; and Covered Entity and Data Recipient are committed to compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Act of 2009 ("HITECH"), and regulations promulgated there under including, but not limited to, the Privacy Rule as provided in 45 CFR Part 160 and 164, and as these may be amended. The purpose of this Agreement is to satisfy the obligations of Covered Entity under HIPAA and to protect the integrity and confidentiality of certain information Disclosed or made available to Data Recipient and certain information that Data Recipient Uses, Discloses, receives, transmits, maintains or creates, from Covered Entity. All data collected and shared with the Data Recipient has been previously approved by the clients *(See HMIS Data Privacy Notice)*.

No amendment, alteration, modification, or variation of the terms of this AGREEMENT will be valid unless made in writing and signed by the parties hereto. No oral understating or agreement not incorporated herein will be binding on either party.

NOW, THEREFORE, the Parties agree as follows:

SARAH will share information with ("Data Recipient"), which includes:

   a. HMIS reports with de-identified information, responsive to ("Data Recipient") requests.
   b. HMIS data, which will be used for (Please specify)

OBLIGATIONS AND ACTIVITIES OF DATA RECIPIENT

   I. **Appropriate Safeguards**. Data Recipient shall apply and maintain ongoing appropriate security measures to protect the confidentiality, integrity and availability of HMIS data that it accesses, creates, receives, and maintains.
   II. **Notification of Breach**. Data Recipient shall notify SARAH's Program Administrator within **72 hours** of any suspected breach of HMIS data. any security incidents related to Protected Information, and any use of disclosure of PHI in violation of any applicable federal or state laws by Data Recipient or its agents or subcontractors.

III. **Corrective Action**. Data Recipient shall take immediate corrective action to remedy any breach of data, mitigate to the extent practicable any harmful effect of a use or disclosure of HMIS data, and take all additional actions required by applicable federal and state laws and regulations pertaining to such breach.

IV. **Protection Against Threats.** Data Recipient shall protect against any reasonably anticipated threats or hazards to the security or integrity of the HMIS data.

V. **Protection Against Unpermitted Uses or Disclosures.** Data Recipient shall protect against any reasonably anticipated access, uses, and/or disclosures of the HMIS data that are not permitted or required under federal or state law.

VI. **Appropriate Access.** Data Recipient shall ensure that all its employees and agents have appropriate access to electronic HMIS data and shall prevent those employees and agents who do not need access from obtaining it. This includes procedures for authorizing and supervising access.

VII. **Security Incidents.** Data Recipient shall maintain policies and procedures to report, mitigate and document any security incidents.

VIII. **Data Destruction.** When no longer needed, Data Recipient shall destroy all HMIS data received from SARAH that it has in its possession.

IX. **Sharing Protected Information with Another Party.** Data Recipient shall not disclose HMIS data with third parties without prior authorization from SARAH.

This AGREEMENT is effective on the date stated above and will continue until Click or tap to enter a date. Either party may terminate this AGREEMENT at any time without cause by providing thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereby execute this AGREEMENT upon signature by all the agencies below and as of the most recent signature date.

Insert Name of Entity	**Program Administrator, designated by SARAH, a covered homeless organization**
Signed	Signed
Insert name	Azza Kamal, PhD, LEED AP ND
Insert title	Director of Data and Research Evaluation
Insert Name of Entity	SARAH
Date: _____	Date: _____