



Yolo County Homeless and Poverty Action Coalition (HPAC)

Davis/Woodland/Yolo County Continuum of Care (CA-521)

General HPAC Meeting Agenda

Wednesday, October 24th, 2018 (9:00-10:30)

Yolo County Health and Human Services Agency – West Sacramento – River City Room

Meeting Agenda

Agenda Item	Approximate Time	Speaker/Facilitator
1. Review and Approve Meeting Agenda	9:00-9:03 (3 Minutes)	Bill Pride, HPAC Chair
2. Approve Meeting Minutes from 9.26.18	9:03-9:05 (2 Minutes)	Bill Pride, HPAC Chair
3. Introductions and Program Updates	9:05-9:25 (20 Minutes)	All
4. Elections		
• Consider HPAC Officer Line Up for 2019		
○ Chair: Ryan Collins		
○ Vice Chair: Michele Kellogg	9:25-9:35 (10 Minutes)	Kim Heuvelhorst, HHSA Analyst
○ Secretary: Emily Meza		
• ACTION ITEM: Approve HPAC Officers for 2019		
5. Bringing Families Home (BFH) Data Sharing		
• Data Subcommittee Recommendation	9:35-9:45 (10 Minutes)	Emily Meza, HHSA Analyst
• ACTION ITEM: Approve the County of Yolo signing the Data Transfer and Use Agreement		
6. California Emergency Solutions and Housing (CESH) & Homeless Emergency Aid Program (HEAP) Update	9:45-9:50 (5 Minutes)	Emily Meza, HHSA Analyst
7. 2019 Point-In-Time (PIT) Count Planning	9:50-10:00 (10 Minutes)	Emily Meza, HHSA Analyst
8. No Place Like Home County Homeless Plan	10:00-10:15 (15 Minutes)	Sandra Sigrist, HHSA Branch Director
9. Longitudinal Systems Analysis (LSA) Report	10:15-10:20 (5 Minutes)	Emily Meza, HHSA Analyst
10. 2019 Meeting Schedule	10:20-10:25 (5 Minutes)	Kim Heuvelhorst, HHSA Analyst
11. Meeting Evaluation and Future Topics	10:25-10:30 (5 Minutes)	Bill Pride, HPAC Chair
12. Next Meeting & Adjournment	10:30	Bill Pride, HPAC Chair

Upcoming Meetings and Events

- Technical Subcommittee – October 25th, 2018- 9:00-11:00am- 500 Jefferson Blvd, Building A, West Sacramento – River City Room
- Technical Subcommittee – November 15th, 2018- 9:00-11:00am- 137 N. Cottonwood St, Woodland – Ross Room
- General HPAC Meeting – November 28th, 2018- 9:00-10:30am- Yolo County Library- 315 E. 14th Street, Davis- Blanchard Room
- Technical Subcommittee – December 20th, 2018- 9:00-11:00am- 500 Jefferson Blvd, Building A, West Sacramento – River City Room



Yolo County Homeless and Poverty Action Coalition (HPAC)

September 26th, 2018 Meeting Minutes

LOCATION: West Sacramento – Yolo County HHS – Building A – River City Room

MEETING ATTENDEES – QUORUM ESTABLISHED

1. **Alysa Meyer, Legal Services of Northern California***
2. **Amber Whitaker, City of West Sacramento***
3. **Bill Pride, Davis Community Meals and Housing***
4. **Dan Maguire, City of Winters***
5. **Dan Sokolow, City of Woodland***
6. Emily Meza, Yolo County Health and Human Services Agency – Homeless Services
7. Erin Lund, Yolo County Health and Human Services Agency
8. **Erin McEwen, Yolo County Children’s Alliance****
9. Ian Evans, Yolo County Health and Human Services Agency – Homeless Services
10. James McLeod, Yolo Community Care Continuum
11. Jessica Thomas, Yolo County Health and Human Services Agency
12. John Picone, Community Member
13. Kathy Trott, Woodland Opportunity Village
14. **Koy Saechao, Turning Point Community Programs***
15. Kristen Cline, City of Woodland
16. Linda Jackson, Community Member
17. **Lora Barrett, Yolo Conflict Resolution Center****
18. **Lynnette Irlmeier, Empower Yolo***
19. Mark Sawyer, City of West Sacramento
20. **Martha Teeter, Davis Opportunity Village***
21. Mary Anne Kirsch, Interfaith Rotating Winter Shelter
22. M E Gladis, Yolo Progressives
23. **Michael Tovar, Shores of Hope***
24. Nasiya Gordey, Shores of Hope
25. **Nolan Sullivan, Yolo County Health and Human Services Agency – Service Centers***
26. Rachel Nervo, Veterans Affairs – HUD VASH
27. Robin Frank, Yolo County Children’s Alliance
28. **Ryan Collins, City of Davis***
29. Ryann Esteban, Veterans Affairs
30. Sandra Sigrist, Yolo County Health and Human Services Agency – Adult and Aging
31. Sydney Ruiz, Yolo County Health and Human Services Agency
32. Tracey Dickinson, Yolo County Health and Human Services Agency
33. Veronica Williams, Volunteers of America (VOA) – Veterans

***Bold-type** indicates that the individual represented a Voting Board agency as either a primary (*) or secondary (**) voting designee*

1. REVIEW AND APPROVE MEETING AGENDA

HPAC unanimously approved the agenda with 1 amendment, to replace item 8 (2019 HPAC Schedule) with a discussion about HPAC Elections and formation of the Nominating Subcommittee.

- **Motion:** Dan Maguire



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- **Second:** Alysa Meyer
- **Abstentions:** None

2. APPROVE MEETING MINUTES FROM 8/29/2018

HPAC unanimously approved the minutes with 2 amendments:

1. Clarify that Martha Teeter specifically asked why Empower Yolo's application had been ranked lower and inconsistent with their score.
 2. Include names of all individuals who abstained from the vote on the CoC Project Selection and Ranking, due to being from conflicted agencies.
- **Motion:** Dan Maguire
 - **Second:** Ryan Collins
 - **Abstentions:** None

3. INTRODUCTIONS AND PROGRAM UPDATES

- Dan Sokolow spoke about the development project that City of Woodland is working with Fourth & Hope on.
- Ian Evans announced that the analyst on the Homeless Services team, Kim Heuvelhorst, would begin on October 1, 2018.
- Nolan Sullivan announced that Yolo County HHSA was approved to pilot a housing strategy through the CalWORKs Housing Support Program where HHSA may be able to assist a family purchase a trailer to live in. He also announced that free lunch is provided every day by a community organization in the parking lot of the Yolo County HHSA office at 500 Jefferson Blvd, West Sacramento.
- Rachel Nervo introduced herself and announced as a case manager for the VA.
- Mark Sawyer announced his office hours that are held in the West Sacramento HHSA building in conjunction with other service providers and a new program called Downtown Streets Team starting up in October.
- Ryan Collins gave a report out on his services in his first year. Over the last year, 130 unique individuals were served, including 377 calls for service, 20 walk-ins, 87 individuals engaged in services and 43 of those engaged became housed. Ryan thanked the group for collaboration throughout the year. Also, announced that Steps 2 Success would have office hours in Davis from 10am-2pm every Wed. Sandra Sigrist informed the group that the Steps 2 Success program also had office hours in all cities and referred people to contact Chris Bulkeley for more information.
- Alysa Meyer offered to send a representative to the Steps 2 Success office hours to provide civil legal services.
- Dan Maguire stated that he attended the Fourth & Hope Open House and announced an Immunization Clinic happening at the Winters Community Center on Monday October 1, 2018.
- Mary Anne Kirsch announced that the Interfaith Rotating Winter Shelter in Davis (IRWS) was gearing up for the 2018-2019 season.
- Martha Teeter announced that IRWS in Davis was joining HMIS this season.
- Lora Barrett announced that the Yolo Conflict Resolution Center had received a new grant to work with homeless individuals.



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- James McLeod announced the Yolo Community Care Continuum's interim medical respite care program.

4. CALIFORNIA EMERGENCY SOLUTIONS AND HOUSING (CESH) GRANT & HOMELESS EMERGENCY AID PROGRAM (HEAP)

Emily Meza led a discussion regarding the requirements for the California Emergency Solutions and Housing (CESH) grant. To apply for the grant, Continuums of Care (CoC) need to formally designate an Administrative Entity and utilize a public Project Selection Process. Emily presented the group with the finalized Project Selection Process recommended for adoption by the Technical Subcommittee. The group discussed the components of the Project Selection Process at length, particularly highlighting the differences between the CESH and HEAP grant eligible uses and their respective timelines. Martha Teeter asked clarifying questions regarding whether the IRWS in Davis could use the funds to pay for HMIS fees. After reviewing the grant requirements, County staff confirmed that HMIS system development was an Eligible Use as indicated in the CESH Notice of Funding Availability (NOFA). Erin McEwen from Yolo County Children's Alliance asked for collaboration amongst the providers in utilizing the funding to meet service gaps. It was also explained that the Notice of Intent was needed because the CESH application was due to the State before the complete Project Selection Process could be completed and the application required applicants state specific numerical anticipated performance measures associated with each project. Thus, the Notice of Intent was to include a brief project description and the anticipated performance measures. Sandra Sigrist clarified that there were only two agencies in the CoC that met the grant's requirements for being the Administrative Entity, County of Yolo and Yolo Community Care Continuum (YCCC). The County consulted with YCCC and YCCC indicated they did not wish to be the Administrative Entity for the CESH grant. Sandra also clarified that the County of Yolo, as Administrative Entity would facilitate the project selection process, accept the funds on behalf of the CoC, execute and monitor the subcontracts with the selected providers, and retain the 5% in administrative costs allowable by the grant.

Two motions were made and passed with unanimous approval regarding the CESH grant:

1. **Designate the County of Yolo as the Administrative Entity for the California Emergency Solutions and Housing (CESH) grant.**
 - a. **Motion:** Dan Maguire
 - b. **Second:** Martha Teeter
 - c. **Abstentions:** none
2. **Adopt the Round 1 - California Emergency Solutions and Housing (CESH) Local Competition Timeline and Project Selection Process.**
 - a. **Motion:** Ryan Collins
 - b. **Second:** Dan Sokolow
 - c. **Abstentions:** none

5. HOMELESS EMERGENCY AID PROGRAM (HEAP)

Emily Meza led a discussion regarding the requirements for the Homeless and Emergency Aid Program (HEAP) grant. To apply for the grant, Continuums of Care (CoC) need to designate an Administrative Entity and utilize a collaborative project selection process. Emily presented the group with the finalized Project Selection Process recommended for adoption by the Technical Subcommittee. The group



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discussed the components of the Project Selection process at length, particularly highlighting the differences between the CESH and HEAP grant eligible uses and their respective timelines. As with the CESH grant, the County of Yolo was one of two agencies eligible to administer the funds and the other agency, YCCC, declined being the Administrative Entity. Martha Teeter asked clarifying questions regarding whether the IRWS in Davis could use the funds to support their seasonal shelter. After reviewing the grant requirements, County staff confirmed that shelter operating expenses was an Eligible Use as indicated in the HEAP Notice of Funding Availability (NOFA).

Two motions were made and passed with unanimous approval regarding the HEAP grant:

1. **Designate the County of Yolo as the Administrative Entity for the Homeless Emergency Aid Program (HEAP).**
 - a. **Motion:** Dan Maguire
 - b. **Second:** Martha Teeter
 - c. **Abstentions:** none
2. **Adopt the Homeless Emergency Aid Program (HEAP) Local Competition Timeline and Project Selection Process.**
 - a. **Motion:** Martha Teeter
 - b. **Second:** Michael Tovar
 - c. **Abstentions:** none

6. CONTINUUM OF CARE (COC) GRANT UPDATE

Emily Meza announced that the 2018 CoC Grant application was successfully submitted on September 17, 2018. Emily thanked everyone involved for their collaboration, specifically thanking Empower Yolo for writing thorough answers for some of the questions related to Domestic Violence. She explained that we could expect to receive funding decisions from HUD in the coming months and would provide further updates when appropriate.

8. COUNTY HOMELESS PLAN UPDATE

Sandra Sigrist spoke about the County Homeless Plan to be updated to meet the requirements of the No Place Like Home (NPLH) program. The NPLH program requires county homeless plans to include several very specific components. She explained that with the \$100,000 in Technical Assistance funding received, the County would be contracting HomeBase to facilitate a community input process and to write the County Homeless Plan. Martha Teeter expressed that the Coordinated Entry workshop facilitated by HomeBase in 2017 did not feel valuable and recommended that the workshops be more collaborative. Tracey Dickinson stated that the Homeless Services Team will work very closely with HomeBase to ensure that the input meetings are as collaborative and valuable as possible.

9. NOMINATING SUBCOMMITTEE

Emily Meza solicited volunteers for the Nominating Subcommittee for the HPAC Officer Elections set to take place at the next meeting, October 25, 2018. Three individuals volunteered: Lynnette Irlmeier, Alysa Meyer, and Martha Teeter.

10. ADJOURNMENT

Creating a Comparison Group from Previous Child Welfare/HMIS Clients: Bringing Families Home (BFH) Pilot in California

Summary:

The Bringing Families Home (BFH) evaluation will assess how a housing intervention, including permanent supportive housing and rapid re-housing services, provided through BFH affect housing and child welfare outcomes. This evaluation will compare outcomes between two groups:

1. BFH participants and
2. Similar families that did not receive BFH services.

As some counties are able to serve the majority of the BFH-eligible population with the available resources, it is not feasible to compare outcomes of participating families to clients who are currently eligible for BFH, but did not participate in the program.

A comparable group for which we do have good data is families engaged in the child welfare and homelessness systems before the launch of Bringing Families Home. Accordingly, the CDSS evaluation partners, the California Policy Lab (CPL) and Children's Data Network (CDN), are requesting counties provide HMIS data starting in 2011 for all program data in HMIS. Researchers already have access to child welfare data for the entire duration of this period; matching the child welfare data to the HMIS information will provide a richer picture of family characteristics, particularly regarding housing resources and engagement with the homelessness system.

As relatively few clients engage with both the systems, these additional years of data allow researchers to create a control group with a sufficient number of families to conduct a rigorous examination. Once the data have been de-identified, evaluation partners will use statistical methods to ensure maximal comparability between the groups on a range of demographic, economic, and systems utilization characteristics.

We anticipate the final comparison group will include a small fraction of all clients served over the 2011-2016 period. CPL and CDN have extensive expertise in creating these sample restrictions; at this time, we are requesting the full population to simplify the process for county partners and to ensure our ability to identify the most statistically valid comparison group.



UC Berkeley
Evan White, Executive Director
Jesse Rothstein, Faculty Director
2521 Channing Way
Berkeley, CA 94720

UCLA
Janey Rountree, Executive Director
Till von Wachter, Faculty Director
337 Charles E. Young East, Ste. 4284
Los Angeles, CA 90095

Better lives through data-driven policy

Analysis of the Bringing Families Home (BFH) Pilot in California Project Plan

Partners:

- University of California, Berkeley's California Policy Lab (CPL);
- University of Southern California, Children's Data Network (CDN);
- State of California Department of Social Services (CDSS).

Summary:

This evaluation will compare housing and child welfare outcomes for families in the Bringing Families Home program to similar families that did not receive such services, in order to assess the effect of receiving housing-first services under BFH for homeless families with child welfare needs.

Project Timeline:

BFH pilot program duration: June 2017-July 2019.

Expected evaluation period: June 2018 – June 2022 (expected)

The Need for Evaluation:

BFH is an innovative program that expands the traditional housing model for homeless, child welfare families to expand access to housing-first services, including rapid-rehousing. RRH is an evidenced-based approach that has been shown to reduce homelessness, improve children's behaviors, and increase family income. As RRH is a relatively new approach, the scale and scope of BFH presents an important opportunity to examine the extent to which housing-first services can affect housing and family outcomes among a high-risk population in relatively high-cost housing markets. Thus, evaluating BFH, and specifically the program's RRH intervention, is crucial to understanding how to most effectively and efficiently support homeless families involved with the child welfare system.

Evaluation Approach

Using statistical matching procedures, we will match each BFH family to an observationally similar family that did not receive BFH services (e.g.: to a family that entered the homelessness and child welfare systems prior to the implementation of BFH). For purposes of this project "observationally similar" means that treatment and control families will have similar demographic information and homelessness and child welfare history, based on information readily collected in the HMIS and CWS/CMS databases (including SDM assessment records).

Reflecting the goals of BFH, the comparisons between BFH and non-BFH families will study both child welfare outcomes and homelessness outcomes.

Research Questions

- **RQ.1: Descriptive statistics of families engaged with the child welfare and homelessness systems.**
- **RQ.2: Short- and medium-term effect of BFH on short- and medium-term homelessness outcomes.**
- **RQ.3: Short- and medium-term effect of BFH on child welfare outcomes**

Building a Data Infrastructure

The evaluation will be built around existing administrative data from the Child Welfare Services Case Management System (CWS/CMS) and the Homeless Management Information System (HMIS), thereby aiming to minimize the data entry burden on county partners. CDSS will provide child welfare data from the CWS/CMS system, and BFH County Data Providers will provide HMIS homeless service data. CDN, with assistance from CPL, will work with counties to develop data use agreements (DUA) and provide technical assistance to counties. Once DUAs are complete, data will be securely transmitted to the CDN and the CDN will probabilistically link HMIS records to one another and to CWS/CMS records. CDN will develop a Restricted Research Dataset that does not include personal identifying information. This Restricted Research Dataset will be released to CDSS and CPL for the purpose of the BFH evaluation.

The BFH evaluation aims to develop data structures that facilitate cross-agency collaboration. The Restricted Research Dataset will provide the necessary information to evaluate the BFH program; however, county partners may also leverage these data to examine other programs, or to gain insights about at-risk populations. CDN, with the assistance of CPL, will provide technical assistance to help county partners develop this infrastructure.

Timeline

For purposes of the BFH evaluation, data use agreements will cover the full evaluation period (extending three years beyond the pilot program period). The precise timeframe for interim and final analyses will depend on data availability and quality. A preliminary plan is as follows: Starting in April 2018, the Children's Data Network (CDN), with the assistance of CPL, will share draft DUA with each of the twelve counties. Once county partners and CDN have arrived at a mutually acceptable agreement, CDN will merge the HMIS and CWS/CMS data for each BFH county.

In summer of 2018, CDN will request HMIS data from county partners from 2011 through at least the first year of BFH (June 2018). For the initial data pull, the end-date can be flexible to match counties' capacities and system designs. In summer 2019, CDN will request a second pull of HMIS data covering the June 2018 through July 2019 period (e.g.: the final year of BFH). Finally, CDN will request HMIS data covering records from August 2019 through July 2021 at the end of the DUA window.

Following the initial county match (with data through mid-2018), CPL will conduct an analysis of the characteristics of BFH families, including any short-term effects of BFH up to a year after program entry. A final report evaluating the effect of BFH on housing and child welfare

outcomes will be circulated after the program is complete, in 2019. CPL will conduct a follow-up report investigating the long-term effects up to four years after program entry in 2022.

Contact information

California Policy Lab		
Jane Mauldon	jmauldon@berkeley.edu	Associate Teaching Professor (Evaluation PI)
Evan White	evanbwhite@berkeley.edu	Executive Director, CPL
Krista Ruffini	k.j.ruffini@berkeley.edu	Research Fellow, CPL

Children's Data Network		
Emily Putnam-Hornstein	ehornste@usc.edu	Associate Professor (CDN PI)
Jonathan Hoonhout	hoonhout@usc.edu	Project Director

Data Transfer and Use Agreement

This Data Transfer and Use Agreement (the “Agreement”), entered into on the last date of signature on this Agreement (the “Effective Date”), is between [insert Provider legal entity name], a [redacted] with an office at [redacted] (“Data Provider”) and the University of Southern California (“Institution”) located at 1150 South Olive Street, Suite 1400, Los Angeles, California 90015, each of which is a “Party” and together are the “Parties.” This Agreement governs an arrangement through which Provider shall make available certain data described below to Institution and Institution Investigator.

The Purpose of this Agreement is to facilitate the use of administrative records from the Homeless Management Information System (HMIS) to: (a) better characterize the needs and trajectories of homeless individuals and families in California, (b) support ongoing program improvements and the coordination of services for homeless individuals and families, and (c) evaluate the Bringing Families Home program (“Purpose”).

In order to accomplish the Purpose, Data Provider agrees to provide Institution with two forms of client level HMIS records: (1) Personally identifiable information from client records for the purpose of matching and de-duplicating individuals across the county HMIS datasets and linkage to other administrative records from California; and (2) Service encounter elements from those same client records for the purpose of research, evaluation, and program improvement. The Parties agree as follows:

Article 1 - Definitions

1.1 Personally Identifiable Information (PII) refers to information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. This information is captured within each Data Provider’s HMIS system and is further described in Exhibit A. PII will be used by the Institution solely for the purpose of de-duplication and record linkage. For clarity, PII does not include or constitute Protected Health Information, as defined under the Health Insurance Portability and Accountability Act of 1996.

1.2. Service Encounter Elements (SEE) refers to client-level information that is non-identifiable and non-unique. These are fields that reflect information concerning the duration and nature of services provided by the county’s homelessness service system, as well as non-identifying information about a client needs and circumstances. This information is captured within each county’s HMIS data system and is further described in Exhibit A. SEE will be used for research and evaluation activities as the Purpose above.

1.3 Restricted Research Dataset means client-level information that has had all PII removed with the exception of date fields and city, state and zip code. It is important to note that this information is restricted and is still subject to the requirements of Privacy Regulations.

1.4 Institution Investigator is Professor Emily Putnam-Hornstein at the University of Southern California Children’s Data Network.

Article 2 – Transfer and Use of Data

2.1 Transfer of Data. Data Provider shall provide Institution with PII / SEE in compliance with any and all local, state, or federal rule or regulation applicable to the transfer of the data.

The transfer of data will occur over the course of the agreement period in the form of no less than three data transfers, the service years for each transfer will be as follows:

1. County HMIS records for all individuals served between 2011 to mid-2018
2. County HMIS records for all individuals served between mid-2018 to the end of the BFH pilot program (approximately July 2019)
3. County HMIS records for all individuals served for two year period following after end of the BFH pilot program (August 2019- July 2021)

2.2 Use of Data. Institution will use the PII / SEE solely to advance the Purpose and for no other use without the prior written approval of Data Provider.

2.3 Security. Institution shall comply with all applicable state and federal laws governing the use and protection of personal data and information, including the 2004 HMIS Data and Technical Standards Final Notice issued by HUD (see sections 1.5.5 & 4.1.3). PII data will be processed on a secured, non-networked server maintained in the CDN's Data Lab with password protection and encryption. SEE will be used for research and evaluation only after prepared in the form of a Restricted Research Dataset. Detailed security protocols for the Institution's work with administrative records can be found in California Health and Human Subjects Committee for the Protection of Human Subjects approved protocol #13-10-1366.

2.4 Transfer / Re-Release. Neither Institution nor Institution Investigator will distribute or transfer any PII to any other investigator at the Institution or to any third party for any reason without the prior written approval of an authorized representative of Data Provider.

After record linkages have been completed and all PII removed, Data Provider grants the Institution and Institution Investigator permission to re-release SEE in the form of a Restricted Research Dataset to the following four entities will be used for the research and evaluation activities described as the Purpose above.

- A. The California Department of Social Services.
- B. The UC Regents and the California Policy Lab (BFH Evaluator PI, Jane Mauldon and CPL Director Jesse Rothstein) and those under their direct supervision.
- C. The UC Regents and the California Child Welfare Indicators Project (PI, Daniel Webster) and those under their direct supervision.
- D. Other county Data Providers releasing HMIS data to the Institution for the purposes of the BFH evaluation.

2.5 No Commercial Use. Institution Investigator will not use the PII / SEE data in any research that is subject to consulting or licensing obligations to any for-profit organizations.

2.6 Publication of research work. The Institution and all parties in section 2.4 shall be free to distribute and publish research results and other products of its research based on or using the records transferred by the Data Provider (“Publications”). The Data Provider shall be recognized as a contributor in all Publications, as appropriate in accordance with scholarly standards. Such recognition shall also include a disclaimer to the effect that published material does not necessarily reflect the views of Data Provider. Publications shall only include aggregate level data based on the records transferred by the Data Provider. No research results shall be reported in a manner that permits direct or indirect identification of any individual. The Data Provider shall receive a pre-publication draft of any Publications no later than thirty (30) calendar days before publication so that the Data Provider can review the reports, offer suggested edits, and express any concerns with content prior to publication of the report. Concerns raised during the review should be attempted to be resolved. Should the Data Provider disagree with any part of the report, the final published report shall acknowledge the disagreement, as appropriate in accordance with scholarly standards.

Article 3 – Security & Privacy

Institution shall promptly notify Data Provider in writing upon the discovery or reasonable suspicion of disclosure of PII to any unauthorized individual or entity and will work with Data Provider on how to best notify potentially affected individuals. Institution shall destroy all PII obtained under this Agreement when it is no longer needed to accomplish the Purpose. All keys that could be used to connect PII to SEE must also be securely destroyed alongside PII. Restricted Research Datasets derived from SEE may be retained by Institution and the entities named in Section 2.4 for conducting other research and evaluation related to better understanding homeless individual families in California and to support ongoing homeless service program improvements.

Article 4 - Term and Termination

4.1 Term. The Agreement shall begin on the Effective Date and shall extend for a period of five (5) years (the “Term”) unless earlier terminated pursuant to this Article 5. Any use of PII data beyond the expiration date shall require both Parties to execute a written amendment to this Agreement.

4.2 Termination. Either Party may terminate this Agreement with or without cause at any time upon the receipt of thirty (30) days prior written notice to the non-terminating Party.

4.3 Effect of Termination. Institution and Institution Investigator agree to securely destroy the PII and all copies thereof upon termination of this Agreement, or upon earlier request by Data Provider.

4.4 Survival of Obligations. The rights and obligations that would, by their nature, survive expiration or termination of this Agreement or that have accrued prior to termination shall survive expiration or termination of this Agreement, including without limitation the obligations of confidentiality and privacy.

Article 5 - Disclaimer of Representations and Warranties

Data Provider makes no representations or extends any warranties express or implied, as to any matter whatsoever including, without limitation, warranties of merchantability and fitness the Data for a particular use. Without limitation of the foregoing generality, nothing contained herein shall be

construed as extending any representation or warranty, express or implied, with respect to the research conducted using information provided by the Data Provider, or the results to be obtained hereof or that use of the PII / SEE will not infringe any patent or other proprietary right.

Article 6 – Limitation of Liability

Notwithstanding anything to the contrary contained herein, to the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

Article 7 - Compliance with Laws, Regulations and Institutional Policies

7.1 Compliance. Institution and Institution Investigator will comply with all applicable laws, rules and regulations pertaining to its use of the PII / SEE.

7.2 Compliance with Institution Policies and Procedures. Institution and Institution Investigator represent that the conditions for use of the Data have been approved by the Institution's Institutional Review Board (IRB), or equivalent body, in accordance with applicable law including but not limited to 45 CFR Part 46 and 21 CFR Parts 50 and 56. Entities named as permitted data users are outlined in section 2.4 and are responsible for securing any appropriate IRB approvals required by their institution.

Article 8 - Miscellaneous

8.1 Amendments. Amendments to this Agreement must be made in writing and signed by authorized representatives of both Parties. Any amendment that changes the scope of work or risk level must be reflected in the IRB protocol referenced in section 2.3.

8.2 Assignment. The Agreement shall be binding on the Parties hereto and upon their respective heirs, administrators, successors and permitted assigns. This Agreement may not be assigned by either Party or by operation of law without the prior written consent of and authorized individual of the other Party.

8.3 Independent Parties. The Parties to this Agreement are independent contractors and not agents of the other. This Agreement shall not constitute a partnership or joint venture, and neither Party may be bound by the other to any contract, arrangement or understanding except as specifically stated herein.

8.4 Use of Name. Neither Party will use other Party's name or logo in any advertising or other form of publicity without the prior written consent by an authorized individual of the other Party.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

(Signature page follows)

[INSERT DATA PROVIDER NAME]

UNIVERSITY OF SOUTHERN CALIFORNIA

By _____

By _____

Judy Genovese

Print Name

Sr. Transactions Officer, USC Stevens

Title

Date

Date

Institution Investigator, by affixing his/her signatures below, acknowledge that he/she has read and understood the terms of this Agreement.

Institution Investigator

By: _____

Name: Emily Putnam Hornstein, PhD

Title: Associate Professor, CDN Director

Date: _____