

MEMORANDUM

Agenda Item No. 10(A)(1)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 5, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution ratifying the County Mayor's action in approving and executing an agreement between Miami-Dade County and the Policy and Services Research Data Center at the Louis De La Parte Florida Mental Health Institute at the University of South Florida and Miami-Dade County

The accompanying resolution was prepared by the Miami-Dade Homeless Trust and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.



R. A. Cuevas, Jr.
County Attorney

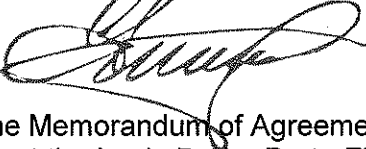
RAC/smm

Memorandum



Date: March 5, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Ratifying the Memorandum of Agreement between the Policy And Services Research Data Center at the Louis De La Parte Florida Mental Health Institute at The University Of South Florida and Miami-Dade County

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify the attached Memorandum of Agreement (the Agreement) between Miami-Dade County and the Policy and Services Research Data Center at the Louis De La Parte Florida Mental Health Institute at the University of South Florida ("University"), to allow for the County to provide information on clients of the County's homeless continuum of care from the Miami-Dade Homeless Trust's Homeless Management Information System ("HMIS") to the University, for purposes of the University de-identifying the client information in the HMIS to be used for research on mental illness. De-identifying is the process which removes any information that identifies a particular client.

Scope

The impact of this Agreement is countywide.

Fiscal Impact/Funding Source

There is no fiscal impact to the County as the Agreement between the County and the University provides that any costs associated with the provision of the data for the research shall be paid by Otsuka America Pharmaceuticals, Inc. directly to the County's contractor responsible for the HMIS system, Bowman Systems. Otsuka America Pharmaceutical, Inc. was established in 1989 as part of the Otsuka Group and is focused on pharmaceutical and medical device commercial activities in North America, as well as the creation of innovative products to improve health outcomes.

Track Record/Monitor

This agreement for data sharing will be monitored by the Miami-Dade Homeless Trust's Executive Director Hilda Fernandez and Grants Coordinator/HMIS Coordinator Barbara Golphin.

Background

Otsuka America Pharmaceuticals, Inc. and the South Florida Behavioral Health Network are working in collaboration to explore technology solutions to improve access to and delivery of community mental health services for people with serious and persistent mental illnesses in the county. The goal of this collaboration is to develop ways to improve outcomes across four critical public health and public safety domains: 1) Rates of psychiatric hospital and acute care readmission; 2) Rates of incarceration and recidivism to the criminal justice system; 3) Rates of homelessness; and, 4) Rates of suicide. A key focus of this collaboration involves the use of advanced computer analytic techniques, known as *machine learning*, to understand whether crisis situations and other adverse outcomes among individuals with severe and persistent mental illness can be predicted. To this end, Otsuka America Pharmaceuticals, Inc. engaged IBM Research to support the collaboration's efforts. Building on prior work from IBM Research, the team plans to use de-identified, individual patient-level data to test various statistical techniques that could generate models to predict the likelihood of a mental health crisis and to quantify the impact of

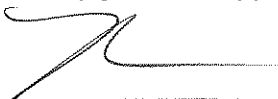
various risk factors. It is anticipated that this research will generate unique insights into predictors of mental health crises and other adverse outcomes, which offer the potential to design interventions and technologies targeting prevention and more cost effective services.

Based on extensive meetings with stakeholders from across Miami-Dade County, the IBM Research team identified specific data elements they consider critical to the development and testing of predictive analytic models. This includes but is not limited to information from the mental health and substance abuse treatment system managed through South Florida Behavioral Health Network, the criminal justice information system, and the homeless management information system (HMIS) maintained by the Miami-Dade County Homeless Trust. This resolution only concerns HMIS information which may include sensitive specific data about individual clients, including but not limited to health-related, mental health and substance abuse information. The University will consolidate and link client level data from the different sources, assign a unique identifier to each client record, and remove any information that could be used to identify unique individuals from the data sets. Once information is de-identified by the University and no longer contains any client-specific data which may be legally confidential, the de-identified information is not sensitive and the University may convey the information to IBM for research and analysis. Under the Agreement, the University will work directly with the County's contractor responsible for the HMIS system to coordinate the transfer of information to the University. The University has extensive experience performing these types of data manipulations in accordance with data use agreements that correspond to state and federal protections regarding data sharing in the context of protected health information. Pursuant to the terms of the Agreement, the County has received a letter (attached) from the Secretary of the Florida Department of Children and Families authorizing the University to receive this protected data from the County.

The University agrees to finish de-identifying all information within six months and return to the County or properly dispose of all protected data within thirty days of completion of the de-identification process, unless legally required to keep said information. The University agrees to maintain the confidentiality of all protected data received from the County and to develop appropriate administrative, physical and technical safeguards to prevent illegal use or disclosure of protected data. The University agrees not to make any use of client information or protected data other than to de-identify the data in accordance with the terms of the Agreement. The Agreement does not contain an indemnification provision favoring either party.

Only the County and the University are parties to this Agreement; Otsuka America Pharmaceuticals, Inc., South Florida Behavioral Health Network and IBM are not parties to this Agreement. The Miami-Dade Homeless Trust is not involved in or party to any contracts concerning this research between Otsuka America Pharmaceuticals, Inc., South Florida Behavioral Health Network and/or IBM. The research project is funded through a direct grant between Otsuka America Pharmaceuticals, Inc., and South Florida Behavioral Health; the County is not a party to that grant. The research project has already commenced its data analysis with other non-homeless data, requiring the execution of the data sharing agreement to ensure the inclusion of homeless data maintained by the County, through the Miami-Dade County Homeless Trust.

Due to the type of client data collected and secured by the Miami-Dade County Homeless Trust's Homeless Management Information System, it is necessary to execute an agreement that sets forth the responsibility of the University in securing the data that is being provided to them, for the purposes of the data being de-identified and provided to IBM for the research. The attached Agreement requires the University to comply with all applicable state and federal data protection requirements.



Russell Benford, Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: March 5, 2013

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 10(A)(1)

Please note any items checked.

- “3-Day Rule” for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3’s ____, 3/5’s ____, unanimous ____) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 10(A)(1)
3-5-13

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S ACTION IN APPROVING AND EXECUTING AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE POLICY AND SERVICES RESEARCH DATA CENTER AT THE LOUIS DE LA PARTE FLORIDA MENTAL HEALTH INSTITUTE AT THE UNIVERSITY OF SOUTH FLORIDA FOR THE COUNTY TO SHARE CLIENT DATA OBTAINED FROM THE COUNTY'S HOMELESS MANAGEMENT INFORMATION SYSTEM WITH THE UNIVERSITY

WHEREAS, the Board of County Commissioners ("Board") desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, Otsuka America Pharmaceuticals, Inc. ("Otsuka") and the South Florida Behavioral Health Network are working in collaboration on technology solutions to improve access to and delivery of community mental health services for people with serious and persistent mental illnesses in Miami-Dade County, with the goal of improving outcomes relating to psychiatric readmission; incarceration and recidivism in the criminal justice system; rates of homelessness; and rates of suicide; and

WHEREAS, Otsuka engaged the services of IBM Research to build on prior work from IBM that uses de-identified, individual client-level data to test various statistical techniques that could generate models to predict the likelihood of a crisis and quantify the impact of various risk factors on this likelihood; and

WHEREAS, information from the Miami-Dade County Homeless Trust's homeless management information system (HMIS) represents a potentially valuable source of information for this research; and

WHEREAS, as part of efforts to minimize any possible risks associated with sharing of client level information, this collaborative partnered with the Policy and Services Research Data Center at the Louis De La Parte Florida Mental Health Institute at the University Of South Florida ("University"), for their experience in managing and analyzing sensitive and protected data, and for their ability to de-identify data for purposes of facilitating the research project to be conducted ultimately by IBM Research; and

WHEREAS, the purpose of this Agreement between the University and Miami-Dade County is to define the roles of the parties; to protect any legally protected privacy interests of the County's clients; and to protect the institutional interests of the County; while providing homeless data for the sole purpose of facilitating academic research,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board ratifies the County Mayor or County Mayor's designee's action in approving and executing the agreement, attached to this resolution as Exhibit A and incorporated together with the foregoing recitals and the accompanying memorandum herein, between Miami-Dade County and the University, under which the County permits provision of client data obtained from the homeless management information system to the University to de-identify so that only de-identified data will be used in any research ultimately conducted following this data sharing.

The foregoing resolution was offered by Commissioner who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez


The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of March, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Estephanie S. Resnik

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT ("Agreement") is made and entered into by and between MIAMI-DADE COUNTY through its HOMELESS TRUST ("County"), 111 N.W. 1st Street, Suite 27-310, Miami, Florida, 33128, and the University of South Florida Board of Trustees, a public body corporate on behalf of the POLICY AND SERVICES RESEARCH DATA CENTER at the LOUIS DE LE PARTE FLORIDA MENTAL HEALTH INSTITUTE ("FMHI") at the UNIVERSITY OF SOUTH FLORIDA, 13301 Bruce B Downs Blvd., MHC 1110, Tampa, Florida, for the sharing of client data maintained in the County's Servicepoint HMIS Database, for the purpose of de-identifying the data to facilitate research related to the study of mentally ill clients in the Miami-Dade Homeless Continuum of Care system.

WHEREAS, Otsuka America Pharmaceuticals, Inc. (OAPI or Otsuka) and the South Florida Behavioral Health Network (SFBHN) are working in collaboration to explore technology solutions to improve access to and delivery of community mental health services for people with serious and persistent mental illnesses (SPMI) in Miami-Dade County, with the goal of improving outcomes relating to psychiatric readmission, incarceration and recidivism in the criminal justice system, rates of homelessness, and rates of suicide; and

WHEREAS, A key focus of the OAPI-SFBHN collaboration is the possible use of advanced computer analytic techniques, known as *machine learning*, to understand whether crisis situations and other adverse outcomes among individuals with serious and persistent mental illness can be predicted; and

WHEREAS, OAPI has engaged the services of IBM Research to support the OAPI-SFBHN collaboration's efforts by building on prior work from IBM that uses de-identified, individual client-level data to test various statistical techniques that could generate models to predict the likelihood of a crisis and to quantify the impact of various risk factors on this likelihood; and

WHEREAS, Information from the mental health and substance abuse treatment system maintained by SFBHN on behalf of the Florida Department of Children and Families (DCF), the homeless management information system (HMIS) maintained by the Miami-Dade County Homeless Trust, and the criminal justice information system (CJIS) maintained by the Miami-Dade County Information Technology Department on behalf of criminal justice stakeholders, represent a unique and potentially valuable source of information for IBM Research to use to apply analytic techniques that will evaluate health status, patterns of healthcare and social service utilization, and criminal justice system involvement over time; and

WHEREAS, IBM Research does not need individually identifiable data to design and test predictive analytic models, and has explicitly requested that no individually identifiable data be provided; and

WHEREAS, 45 C.F.R. 164.514 states "health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual is not individually identifiable health information."

WHEREAS, As part of efforts to minimize any possible risks associated with sharing of client level information, OAPI-SFBHN are working with FMHI, through its Criminal Justice, Mental Health, and Substance Abuse Technical Assistance Center, which was established under s. 394.659, Florida Statutes ("F.S."), and which has extensive experience in managing and analyzing sensitive and protected data sets, including the ability to de-identify the data provided to them by the County for purposes of facilitating the research project to be conducted by IBM; and

WHEREAS, The parties to this Agreement acknowledge that the Agreement's purpose is to define the roles of the parties, to protect the privacy interests of the County's clients, and to protect the institutional interests of the County, while providing FMHI with access to client information for the sole purpose of facilitating academic research, which may ultimately result in the development of technologies that contribute to the prevention and reduction of homelessness, on de-identified data of clients of the Miami-Dade homeless continuum of care who experience mental illnesses; and

WHEREAS, HMIS data obtained from the County may contain protected health, mental health and substance abuse information; and

WHEREAS, FMHI agrees to abide by all applicable federal, state and local laws in handling client information provided by the County; and

WHEREAS, The County may disclose client protected personal information (PPI) as defined in the Homeless Management Information System (HMIS) Privacy Standard, protected health information (PHI) as defined in the Privacy Rule issued under the Health Insurance Portability and Accountability Act (HIPAA), or any other protected personally identifiable information for the purposes of de-identification to facilitate the research described herein according to the terms of this agreement; and

WHEREAS, FMHI attests that this Agreement covers FMHI, and FMHI's contractors, and colleagues, and that the individual signing the Agreement is authorized by FMHI to sign the Agreement on behalf of FMHI; and

WHEREAS, the result of the IBM research that is a part of this OAPI-SFBHN collaboration has the potential to significantly reduce involvement in and recidivism to the criminal justice system and homeless continuum of care among people with serious mental illnesses, and to significantly improve the quality of care in the community,

NOW, THEREFORE, the 'whereas' clauses above are incorporated by reference into the terms of this Agreement and the parties enter into this Agreement for the consideration set forth below, all of which is deemed to be good and sufficient consideration in order to make this Agreement a binding legal instrument.

SECTION 1: General Terms and Definitions.

- 1.1 All terms used in this Agreement not otherwise defined herein shall have the meanings as defined in 45 CFR Parts 160, 162 and 164 (hereinafter called, "HIPAA"), as may be amended from time to time, unless otherwise stated.
- 1.2 PPI, PHI and other personally identifiable information about the County's clients which is confidential under applicable laws are collectively described in this agreement as "Protected Data."

SECTION 2: Obligations and Activities of FMHI.

- 2.1 FMHI agrees to abide by all applicable federal, state and local laws and regulations pertaining to Protected Data that FMHI obtains from the County pursuant to this Agreement. FMHI agrees to maintain the confidentiality of Protected Data received pursuant to this Agreement and all applicable laws. Pursuant to 42 CFR 2.11, FMHI agrees to comply with 42 C.F.R. Part 2, et. al., governing confidentiality of alcohol and drug abuse patient records, and will not disclose any such records in a judicial proceeding except as permitted under 42 C.F.R. Part 2, et. al. FMHI agrees to not use or disclose Protected Data other than as permitted or required by this Agreement or as required by law. FMHI understands that in addition to any other remedy available at law, FMHI may be liable for the disclosure of confidential Protected Data for civil penalties pursuant to HIPAA or other regulations promulgated by the Secretary of the United States Department of Health and Human Services ("HHS") or other applicable law.
- 2.2 FMHI agrees to comply with the security standards set forth under 45 CFR § 164.306 and develop appropriate administrative, physical, and technical safeguards to prevent illegal use or disclosure of Protected Data.
- 2.3 FMHI agrees to mitigate, to the extent possible, any harmful effect that is known to FMHI of a use or disclosure of Protected Data in violation of the requirements of this Agreement or applicable laws.
- 2.4 FMHI agrees to notify County at (305) 375-1490 of any impermissible use or disclosure of any unsecured Protected Data within 15 calendar days of it becoming aware of such access, acquisition, use or disclosure, and will make its best efforts to limit the scope of said impermissible use or disclosure and investigate the impermissible use or disclosure.
- 2.5 To the extent FMHI is able to determine such information and to the extent practicable, FMHI further agrees

- to provide County with such information set forth below which is required for County, together with FMHI, to investigate the incident to help the County determine if the disclosure constitutes a breach requiring County to provide notification to each affected individual whose unsecured Protected Data was or is reasonably believed to have been accessed, acquired, used or disclosed in a manner impermissible under any applicable laws, including but not limited to HIPAA or this Agreement.
- 2.5.1 A brief description of what happened, including the date of the incident and the date of the discovery of the incident;
 - 2.5.2 A description of the type(s) of unsecured Protected Data that were involved;
 - 2.5.3 Any steps the individuals should take to protect themselves from potential harm that may result from the incident;
 - 2.5.4 A brief description of what FMHI is doing to investigate the incident and to mitigate harm to the individuals, and to protect against any further incidents; and
 - 2.5.5 Contact procedures for individuals to ask questions or learn additional information, which may include, a toll-free telephone number, e-mail address, Web site, or postal address, depending upon the available contact information that County has for the affected individuals.
- 2.6 FMHI agrees to require that any of its agents, including a subcontractor, to whom it provides Protected Data, received from County or created or received on behalf of County by FMHI, agrees to, at a minimum, the same restrictions and conditions that apply to FMHI pursuant to this Agreement to maintain the confidentiality of the Protected Data. FMHI shall limit the use or receipt of the Protected Data to its agents who need access to the Protected Data in order to de-identify the Protected Data pursuant to this Agreement;
 - 2.7 FMHI agrees to provide access to County to all Protected Data in Designated Record Sets within fifteen (15) days of County's request in order for County to meet requirements under 45 CFR § 164.524.
 - 2.8 FMHI agrees to make any amendments to a PPI and/or PHI in a Designated Record Set as directed or agreed to by County pursuant to 45 CFR § 164.526 in a timely manner.
 - 2.9 FMHI agrees to make its internal practices, books, and records, including all policies and procedures required concerning the Protected Data by HIPAA or other applicable laws, relating to the use and disclosure of Protected Data received from County or created or received on behalf of County, available to County or to the Secretary of HHS or the Secretary's designee within five (5) business days of request for the purposes of determining the FMHI compliance with HIPAA or any other regulatory requirements.
 - 2.10 FMHI agrees to document such disclosures of Protected Data as would be required for County to respond to an individual for an accounting of disclosures of Protected Data in accordance with 45 CFR § 164.528. Further, FMHI agrees to provide to County with an accounting of all disclosure of Protected Data arising from or in connection with this Agreement within fifteen (15) business days of termination of this Agreement, and sooner if reasonably requested by County for purposes of any monitoring, auditing or compliance with HIPAA or other regulatory requirements.
 - 2.11 FMHI agrees to provide County, or an individual under procedures approved by County, information and documentation collected in accordance with the preceding paragraph to permit County to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528. FMHI will notify County within fifteen (15) business days if the FMHI receives a request for an accounting of disclosures.
 - 2.12 FMHI understands that it will have to work cooperatively and directly, and agrees to work cooperatively and directly, with the County's contractor responsible for the HMIS system to coordinate the process necessary for the transfer of documents and to coordinate when and how such a transfer can occur, and that this Agreement is conditioned upon cooperation of the County's contractor responsible for the HMIS system.
 - 2.13 Pursuant to s. 394.4615, F.S., and s. 65E-5.250, Florida Administrative Code ("FAC") and s. 397.501, F.S., and s. 65D-30.004, FAC, FMHI will provide the County with proof that the Secretary of the Florida Department of Children and Families authorizes FMHI to receive all the Protected Data from the County contemplated under this Agreement, prior to the County providing any Protected Data to FMHI.
 - 2.14 FMHI further agrees to seek any and all other approvals which may be applicable under law prior to receiving any Protected Data under this Agreement.
 - 2.15 FMHI expressly understands this Agreement is expressly conditioned upon ratification by the Board of Miami-Dade County Commissioners, and that if authorization is not received from the Board of Miami-Dade County

Commissioners this Agreement will become null and void and of no further force and effect, and FMHI will immediately return to the County any and all Protected Data received pursuant to this Agreement.

SECTION 3: Permitted Uses and Disclosures.

- 3.1 FMHI shall:
- 3.1.1 FMHI shall remove all information that can identify an individual client from the Protected Data received from the County prior to FMHI providing the de-identified information to IBM Research and shall comply with 45 C.F.R. 164.514 regarding de-identification of Protected Data.
 - 3.1.2 Protected Data will be transferred from the County's HMIS to FMHI via use of secure file transfer protocol (SFTP).
 - 3.1.3 All data management and analyses will be conducted in SAS (version 9.2).
 - 3.1.4 All data will be converted to SAS and individuals will be identified and linked across the three (3) administrative databases that reflect data from SFBHN/DCF, HMIS, and CJIS, using the consolidation software The Link King (<http://www.the-link-king.com/>).
 - 3.1.5 After linking, a master index will be created containing all three (3) systems' individual identifiers and a computer-generated unique ID will be created for each individual.
 - 3.1.6 All identifying information (e.g., name, SSN, system identifiers, addresses (except zip code), race, gender, etc...) will be removed and replaced with the computer-generated unique ID for all records in all files in each of the three (3) systems.
 - 3.1.7 FMHI shall remove from the Protected Data all direct identifiers as defined in 45 C.F.R. 164.514(e)(2).
- 3.2 FMHI agrees that it will not provide or disclose any Protected Data or client-identifying information obtained pursuant to this agreement to IBM Research, Otsuka or any other individual, entity, or party. The County agrees that FMHI may provide final, de-identified data to IBM Research and/or Otsuka.
- 3.3 FMHI agrees not to make any use of client information or Protected Data other than to de-identify the data in accordance with the provisions of this agreement. In accordance with the requirements of HIPAA, for the research to be conducted using de-identified information extracted from the Protected Data received under this Agreement, FMHI agrees to the following:
- 3.3.1.1 An adequate plan to protect the identifiers, defined as information that would identify any Protected Data as relating to a particular Client, from improper use and disclosure;
 - 3.3.1.2 An adequate plan to return to the County or to destroy the identifiers at the earliest opportunity according to applicable law, unless there is a legally permitted health or research justification for retaining the identifiers approved by the County in writing or such retention is otherwise required by law; and
 - 3.3.1.3 Adequate written assurances that the Protected Data will not be reused or disclosed to any other person or entity, except as required by law;
- 3.4 FMHI shall not contact clients whose information was provided to FMHI pursuant to this agreement.
- 3.5 FMHI agrees to comply with the baseline security standards (section 4.3) included in the HMIS Data and Technical Standards found at *DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, Docket No. FR 4848-N-02, Homeless Management Information Systems (HMIS); Data and Technical Standards Final Notice*, and all other applicable security standards.
- 3.6 FMHI agrees to tell each individual employed by or working with FMHI, who has access to the Protected Data, that the information is subject to the requirements of this Agreement; to provide a copy of this Agreement to each individual; and to obtain a written and signed acknowledgement from each individual that the individual has received a copy of this Agreement and will comply with the Agreement. Such acknowledgement shall be retained by FMHI and provided to the County, upon request by the County.
- 3.7 FMHI agrees, upon the request of the County, to identify all computers and networks on which Protected Data is expected to reside during the course of this phase of the research project. FMHI agrees not to store Protected Data on laptop computers.
- 3.7.1 FMHI agrees that it will not include any information identifying a client in any report that may be published on this research.

- 3.7.2 FMHI agrees to protect all Protected Data as outlined in this Agreement and guarantees no Protected Data will be published for any purpose.

SECTION 4. Obligations of County.

- 4.1 County shall request that its contractor responsible for the HMIS system work with FMHI to facilitate the transfer of Protected Data to FMHI, upon reasonable notice, following the County's receipt of authorizations required under Section 2 above pursuant to state law.
- 4.2 County, following notification from FMHI of any potential breach, shall comply with applicable laws concerning notice to clients of such potential breach.

SECTION 5. Return or Proper Disposal of Client Information.

- 5.1 FMHI shall finish de-identifying Protected Data within six (6) months of the effective date of this Agreement. FMHI agrees to return to the County or properly dispose of all Protected Data obtained under this Agreement, within thirty (30) days of completing the de-identification of the Protected Data, in a manner consistent with the HMIS security standards, HIPAA and any and all applicable law unless FMHI is required to keep any such Protected Data as required by law.
- 5.2 Thereafter, FMHI may only maintain and use de-identified data for purposes of facilitating the research as long as the de-identified data cannot be used to identify any individual whose information was provided under this Agreement as Protected Data.

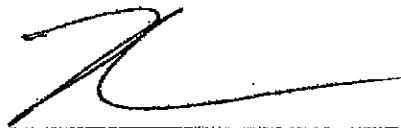
SECTION 6. Effective Date and Liability.

- 6.1 This Agreement is not effective until:
- 6.1.1 It has been signed by the County's Mayor or Mayor's designee and by an authorized representative of FMHI; and
 - 6.1.2 All required information and authorizations have been provided by FMHI and accepted by County.
- 6.2 Otsuka shall directly pay the County's contractor responsible for the HMIS system for any and all costs associated with the transfer of the Protected Data to FMHI under this Agreement. The County shall bear no cost or expense relating to the provision of the data to FMHI.
- 6.3 FMHI and the County agree that venue for any dispute arising out of or in connection to this Agreement shall be in Florida.
- 6.4 If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, all remaining provisions of the Agreement shall remain in full force and effect.
- 6.5 Nothing herein shall be interpreted to construe a waiver of sovereign immunity or any limits set forth under Florida Statutes 768.28. Nothing herein shall constitute consent to sue or be sued.
- 6.6 Each party to this Agreement reserves the right to terminate this Agreement at any time for any reason, and without incurring any financial or other obligation to other party.
- 6.6.1 FMHI agrees that if the Agreement is terminated, FMHI will promptly return to the County or destroy all Protected Data obtained pursuant to this Agreement in accordance with applicable laws.

SECTION 7. Miscellaneous

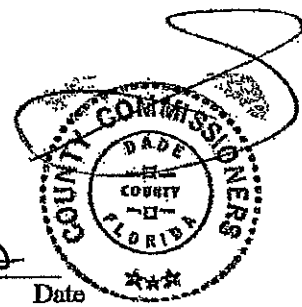
- a. Amendment/Modification. Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement. The Miami-Dade County Mayor or designee is authorized to make modifications to this Agreement as described herein on behalf of the County.
- b. Term of agreement. The term of this agreement shall be October 1, 2012 to September 30, 2013. All confidentiality and use restrictions shall survive any termination or expiration of this Agreement.

- c. Construction of Terms. The terms of this Agreement shall be construed to give effect to applicable federal interpretative guidance regarding the HIPAA Regulations and any other applicable law.
- d. No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.
- e. No Assignment. The parties agree that this Agreement, or any right or interest under this Agreement, shall not be assigned, nor shall any work or obligation to be performed under this Agreement (an "assignment") be delegated, voluntarily, by operation of law or otherwise, without the County's prior written consent. Any attempted assignment in contravention of this Section shall be void and ineffective.
- f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- g. Headings, Use of Singular and Gender. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement.
- h. Waiver. Failure of any Party to insist upon or enforce any term or provision or to exercise any right, option or remedy of this Agreement, or to require at any time performance of any provision hereto, will not be construed as a waiver of any such term or provision. No waiver by any party of any term or provision hereof will be binding unless made in writing and signed by both Parties.
- i. Construction. This Agreement shall not be construed against the Party preparing it but shall be construed as if all Parties hereto jointly prepared this Agreement.
- j. Totality of Agreement/Severability of Provisions. This Agreement with its recitals on the first page of the Agreement contains all the terms and conditions agreed upon by the parties.
- k. Governmental Entity. Regarding any potential outcomes or products of any research performed pursuant to de-identified data provided by the County, it is understood that the County is a governmental entity subject to competitive bidding requirements where applicable.
- l. Notices. Every notice provided by one party to another regarding this Agreement shall be in writing and delivered by Certified Mail, return receipt requested, to the parties at their respective addresses, as follows:
 - i. For the County:
 - Attention: Homeless Trust Director
 - Miami-Dade County Homeless Trust
 - 111 N.W. 1st Street, Suite 27-310, Miami, Florida, 33128
 - ii. For FMHI:
 - Attention: Dean Serovich
 - College of Behavioral & Community Sciences
 - 13301 Bruce B. Downs Blvd., MHC1110
 - Tampa, Florida 33612



Miami-Dade County Mayor or Mayor's Designee

11/29/12



Date

Russell Benford, Deputy Mayor
Printed Name & Title

305-375-5141
Telephone Number

BENFORD@miamidade.gov
E-mail Address

ATTEST:

MIAMI-DADE COUNTY
a political subdivision
of the State of Florida

HARVEY RUVIN, CLERK

BY:

DEPUTY CLERK

(DATE)

Julianne Serovich
Dean, College of Behavioral and Community Sciences

11-5-12
Date

Julianne Serovich, Dean & Professor
Printed Name & Title:

813-974-1990
Telephone Number

jserovich@usf.edu
E-mail Address

(AFFIX ORGANIZATION SEAL)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Michelle M. Cernelli
Michelle Cernelli, JD
Assistant Attorney - University of South Florida



State of Florida
Department of Children and Families

Rick Scott
Governor

David E. Wilkins
Secretary

October 5, 2012

Julianne Serovich, Ph.D
College of Behavioral and Community Sciences
Florida Mental Health Institute
University of South Florida
13301 Bruce B. Downs Boulevard, MHC 1110
Tampa, Florida 33612-3807

Re: Request to Access Miami-Dade County Homeless Trust, HMIS Data

Dear Dr. Serovich:

On behalf of the Department of Children and Families (hereinafter the "Department"), the attached memorandum requesting access to Miami-Dade County's Homeless Trust Homeless Management Information System (HMIS) data has been reviewed. In accordance with sections 394.4615 and 397.501, Florida Statutes and Rules 65E-5.250 and 65D-30.004, F.A.C., the HMIS data may be used for purposes of statistical and scientific research, but only upon agreement in writing that names and other identifying information of individuals shall not be disclosed except pursuant to this letter to the Louis de la Parte Florida Mental Health Institute for purposes of de-identification of the information. To that end, the Department hereby authorizes the Louis de la Parte Florida Mental Health Institute (FMHI) at the University of South Florida to receive information made confidential pursuant to 394.4615 and 397.501, Florida Statutes, from Miami-Dade County's Homeless Trust HMIS, but only upon signature of the following:

Julianne Serovich, being duly authorized to sign on behalf of the Louis de la Parte Florida Mental Health Institute at the University of South Florida, do hereby acknowledge and agree that the data received from the Miami-Dade County's Homeless Trust HMIS is to be used only for purposes of research, and any identifying information shall not be disclosed in accordance with sections 394.4615 and 397.501, *Florida Statutes* and any other applicable law.

Signature: Julianne Serovich
Printed Name: Julianne Serovich
Title: Dean, Professor
Date: 11-5-12

Regards,

David E. Wilkins
Secretary

1317 Winewood Boulevard, Tallahassee, Florida 32399-0700