Youth Firesetting Information Repository and Evaluation System (YFIRES)
Terms of Use, Privacy and Data Policies
3/31/2016

Before granting permission and access to the Youth Firesetting Information Repository and Evaluation System ("YFIRES"), participating users – including Programs, Program Managers, Program Users, and Data Retrievers – must agree to these Terms of Use. *Each* individual intending to access this data or to provide data must agree to these terms, and by entering and using the database, you acknowledge and agree that you have read and understood these terms and conditions of use and therefore agree to abide by them. Requests for the National Data Set by unregistered users must follow the "YFIRES National Data Reports and Request Guidelines Agreement."

1. **Purpose of YFIRES Database**
   a) The mission of YFIRES is to act as the central repository for the collection, dissemination, and reporting of data and program experiences generated by youth firesetting behaviors and serve as a resource for data and information related to youth-set fires.
   b) The primary purpose of YFIRES is to gather information on youth firesetting behaviors and improve standardization of the data collected in order to seek solutions to this national issue. Hence, it is not a clinical database. The National Data Set is de-identified and contains no medical information. The Local Case Management Data Set is controlled by and visible to the individual Program Users, and may contain some personal and health-related information voluntarily provided by users.
   c) The YFIRES National Data Set is a voluntary sample; specifically, it is not generalizable nor a population-based data set. The data has been de-identified, and users agree that no attempts will be made to identify specific program or individual information. To protect information, no sub-national level data or analysis will be released for FEMA regions with less than a minimum of 500 cases.
   d) You agree and acknowledge that YFIRES is not a Business Associate, subcontractor, or agent pursuant to HIPAA, and it is your sole responsibility to comply with any applicable laws governing the privacy and security of data, including medical or other sensitive data.
   e) You agree that the database content should not be considered complete, exhaustive, or accurate, and YFIRES makes no warranty regarding the same.

2. **Information Collected, Use of Information, and Privacy Policy**
   a) When you request additional information, register on the YFIRES website, or sign up for a newsletter or other notifications, YFIRES will ask you to provide basic organization and program user information. Please refer to the YFIRES Data Dictionary, which is located at https://yfires.com/videos/ and is hereby incorporated into this agreement, for the complete listing and description of the specific information required for registration.
   b) If monetary donations are made and/or services are purchased, YFIRES will ask you to provide billing information.
   c) YFIRES uses common web technologies, such as cookies and other means, to track interactions with YFIRES' website and emails.
   d) By registering to use YFIRES you allow YFIRES to list your program on our public website for the purpose of helping professionals and those in need of service find help. Information shared may include- program name, website address, contact information including the

mailing address, phone number, and/or email address, of Programs/Organizations, Program Administrator and services provided.

f) You are solely responsible for any compliance with applicable federal and/or state laws governing the privacy and security of any data provided to YFIRES, including medical or other sensitive data.

g) You are solely responsible for ensuring that no other person has access to your account or password.

h) You agree that you are solely responsible for the content and accuracy of the data that you enter into YFIRES. YFIRES is not responsible for validating the content of the data you enter.

i) You acknowledge that by providing or entering any information or data to YFIRES, you are hereby authorizing YFIRES to include this information in the database. In addition, by providing any data or information to YFIRES, you agree that you are authorized by your organization to provide this data. If you misrepresent your authorization to provide data to YFIRES, you agree to defend, indemnify, and hold YFIRES harmless for any and all resulting legal liability without limitation.

j) YFIRES uses information collected to provide you with its available services.

k) YFIRES may use information collected to provide you with additional information about YFIRES' activities.

l) YFIRES may use information collected to improve our website and services.

m) YFIRES does not and will not share, sell, rent, or trade information collected from users for third party promotional purposes. You acknowledge that YFIRES may share information with other companies or organizations that work on our behalf and that comply with these terms of use and data privacy guidelines.

n) YFIRES reserves the right to disclose any information collected to the extent necessary to comply with any and all applicable laws, regulations, and/or when otherwise legally required to do so.

o) You agree that if a change in YFIRES management occurs, YFIRES has the right to provide any and all information collected to the new management. You also agree that YFIRES has the right to assign any and all of its rights to the information to the new management.

p) YFIRES is committed to protecting the privacy of its users and will hold any information collected confidential unless otherwise provided in these terms of use. YFIRES may need to change this privacy policy from time to time and reserves the right to do so at any time for any reason.

3. **Hosting and Maintenance of Database**
   a) Visionary Services, Inc. ("VSi"), a technology vendor, manages the environment where the data is stored and has access to the website pages and the data collection and management pages, as well as the database of the YFIRES system, for the purposes of maintaining the system, updating software and security patches, and developing and testing new enhancements for the system. VSi will only access the system for these purposes and will not share the system information or data captured in the system. Data is owned and maintained by the YFIRES users.

   b) VSi may access YFIRES data to prevent or address service or technical problems at YFIRES' request in connection with client support matters. VSi may also review YFIRES data from time to time to improve its service.

   c) YFIRES shall not be liable for any failure or delay or interruption in the service or any failure by VSi in securing the data.

4. **Database Security**
   Technical security aspects in place on the YFIRES site to protect the data and users include the following:

   a) The data is encrypted using the Rijndael-256.
   b) Database access is restricted only to appropriate software developers, registered YFIRES users, non-registered single-use users who enter into a separate user agreement, and YFIRES site administrators. For more information on who has database access, please refer

to YFIRES User Access CRUD Chart, which is hereby incorporated into this agreement, and the below:

    i.   National Data and Reports: VSi developers, YFIRES site administrator(s), registered YFIRES Program Managers, and Data Retrievers have access. Registered YFIRES Program Managers and Data Retrievers will have access to the National Data Reports, and by accessing these reports shall agree to abide by the terms and guidelines for data use, handling, and reporting specified in the separate "YFIRES National Data Reports and Request Guidelines Agreement." Non-registered users requesting the National Dataset and Reports are required to follow the single-use "YFIRES National Data Reports and Request Guidelines Agreement" for each data request and to agree to the terms therein before being granted access to any YFIRES data.

    ii.   Local Program Data and Reports: YFIRES Program Managers, Program Users, and Data Retrievers registered for that specific local program, VSi developers, and YFIRES Site Administrator(s) will have access.

c)   Records stored in the YFIRES database are encrypted with the use of a custom, private key. Site On Call only decrypts the data for valid users.

d)   Website files and database records are backed up nightly to VSi's secure backup repository.

e)   Administrative access to server is controlled through two-factor authentication. Users need both a valid, strong password and a physical device to login.

f)   Server is regularly updated and maintained by VSi.

g)   Server is hosted within a secure hosting facility with redundant power, biometric access, and 24/7 security.

h)   VSi's servers are regularly tested against penetration attacks.

i)   You agree that from time to time the Services may be inaccessible for any reason, including, without limitation, the following:

    i.   Maintenance of equipment and software;

    ii.   Malfunction of hosting hardware; and/or

    iii.   Causes beyond the control of VSi that are not foreseeable including, without limitation, telecommunication failure or outage, failure of digital transmission links, and hostile network attacks.

j)   In no event shall YFIRES be liable for any damages of any kind, arising out of or in connection with your use of or inability to use the site, including any failure, delay, or interruption in the service or any failure in securing the data.

5. General Terms

a)   You agree to use the data and information obtained through YFIRES *only* for the purposes described herein: advocacy, awareness, education, prevention, or other youth firesetting-related activities supported by not-for-profit organizations. Any use contrary to these purposes will be considered an automatic breach of this agreement, and YFIRES reserves the right to take any and all action available under federal and/or state law against any improper use.

b)   Usernames and passwords, and any other means of granting access to YFIRES, are intended solely for use by Programs, Program Managers, Program Users, and Data Retrievers and may not be distributed or made available to third parties.

c)   Except as expressly permitted, you agree that you will not share, sell, modify, reproduce, or redistribute this data to third parties or otherwise use this data for improper or abusive purposes.

d)   All data is provided on an "as is" and "as available" basis, and YFIRES reserves the right to terminate the permissions granted to you and your use of the data at any time for any reason.

e)   YFIRES expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement with respect to the site and all content provided on or through the site. YFIRES makes no warranty that the site or data will meet your requirements; that the site will be made available on an uninterrupted, timely, secure, or

error-free basis; that the results that may be obtained from the use of the site or any content provided on or through the site will be accurate or reliable; or that the quality of any content purchased or obtained by you on or through the site will meet your expectations. You acknowledge that YFIRES cannot control, endorse, or guarantee the accuracy or the integrity of the data on any database. You agree that YFIRES is not responsible if you are harmed by another party's use or misuse of the YFIRES site.

f) You agree that you will only upload, share, post, publish, transmit, or otherwise make available on or through the site data or information that you have the right and authority to share and for which you have the right and authority to grant to YFIRES all of the licenses and rights set forth herein. You are solely responsible for compliance with all applicable laws and regulations regarding the data you and/or your program submit to YFIRES. You and/or your organization retain ownership of the information provided. By providing any information/data, however, you grant YFIRES the nonexclusive, perpetual, irrevocable license to use, modify, adapt, transmit, and distribute the content for any purpose and in any form.

g) YFIRES reserves the right to make changes or updates to, and monitor the use of, the site and data provided on or through the site at any time without notice.

h) You agree to indemnify, defend, and hold harmless YFIRES and the IAFF, its officers, directors, employees, agents, licensors, suppliers, and any third party information providers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from violation(s) of federal, state, or local law in connection to YFIRES' services, including, but not limited to: any violation of this Agreement by you, violation of any federal or state law through improper use of the data/information by you, due to or arising out of data that you provide, in connection with your use of YFIRES, or your violation or infringement of any third party rights, including intellectual property rights. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against you on its own behalf.

i) In no event shall YFIRES be liable for any direct, indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data, or data use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, or use of, the site or any data provided on or through the site.

j) If you no longer wish to participate in YFIRES, you may give a notice of 60 days to YFIRES in writing to withdraw from the site. Any withdrawal by a user and/or program will not result in the removal of any data previously submitted by you and/or your program and will not have any effect on YFIRES' license to use any data submitted prior to any withdrawal.

k) This Agreement shall be governed by the laws of the District of Columbia.

l) This Agreement and YFIRES' other agreements and policies posted on YFIRES' web site constitute the entire agreement between you and YFIRES with respect to your use of YFIRES information.

m) YFIRES reserves the right to revise, amend or modify these Terms of Use at any time and in any manner. Notice of any revision, amendment, or modification will be posted on the YFIRES website and/or by email and/or our various publications to you. Any failure on YFIRES' part to provide notice is nonactionable. Your use of YFIRES constitutes your continued acceptance of our Terms of Use and policies.

n) If any provision of this agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, the remainder of this agreement shall continue in full force and effect.

APPENDIX A

Youth Firesetting Information Repository and Evaluation System (YFIRES) National Data Reports and Request Guidelines Agreement

Please submit the following information to request YFIRES National Data Reports:

Project Title: _____

Primary Data User or Researcher: _____

Project Description: _____

Hypothesis: _____

Objectives: _____

Methodology: _____

Additional Project Sponsors or Participants: _____

Terms and Conditions Statement for Not-for-Profit, Advocacy, Public Health, Youth Firesetting Interventionists, and Public/Medical Education Users

The International Association of Fire Fighters established the Youth Firesetting Information Repository and Evaluation System (YFIRES) as a public service to be a repository of youth firesetting related data voluntarily reported by participating organizations. The YFIRES National Data Set is a voluntary sample and DOES NOT REPRESENT A POPULATION BASED DATA SET. Furthermore, this is not a clinical database. The National Data Set is de-identified and contains no medical information.

The YFIRES Executive Team collects and maintains the YFIRES database and website. Therefore, use of any information from YFIRES data in written educational materials, verbal presentations, or your organization's website must include a prominent credit line. That line is to read as follows:

Youth Firesetting Information Repository and Evaluation System, 2016. YFIRES does not warrant or make any guarantees or assurances regarding the original Data, Text, Tables, or Figures and is not responsible for any ancillary or derivative works based on same.

Specific Terms of Agreement
Permission is granted to use said information from YFIRES, provided the Requester agrees to:

1. Treat the information received from YFIRES as non-public health data. The data will never be used as a basis for legal, administrative, or other actions that can directly affect an individual whose medical or personal information is included in the data.
2. Agree that all information received under the provisions of this Agreement may only be used for the purposes described herein: advocacy, awareness, education, prevention, or other youth firesetting-related activities supported by not-for-profit organizations. Any use contrary to these purposes will be considered an automatic breach of this agreement, and YFIRES reserves the

right to take any and all action available under federal and/or state law against any improper use.

3. Agree that no attempts will be made to identify specific program information or to identify individuals.

4. Agree that all information derived from YFIRES shall be properly cited and attributed in educational material, website presentations, publications, and verbal presentations.

5. Represent that YFIRES is not responsible for any ancillary or derivative works based on the original Data, Text, Tables, or Figures.

6. Agree to indemnify, defend, and hold harmless YFIRES and the IAFF, its officers, directors, employees, agents, licensors, suppliers, and any third party information providers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from violation(s) of federal, state, or local law in connection to YFIRES' services, including, but not limited to: any violation of this Agreement by you, violation of any federal or state law through improper use of the data/information by you, in connection with your use of YFIRES, or your violation or infringement of any third party rights, including intellectual property rights. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against you on its own behalf.

7. Notify YFIRES of any use of the Data, Text, Tables, or Figures that have been used or resulted in related technology licenses or sponsored research agreements.

8. Except as expressly permitted, agree not to share, sell, modify, reproduce, or redistribute this data to any third parties, or otherwise use this data for improper or abusive purposes.

9. Agree that all data is provided on an "as is" and "as available" basis. YFIRES expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement with respect to the site and all content provided on or through the site. YFIRES makes no warranty that the site or data will meet your requirements; that the site will be made available on an uninterrupted, timely, secure, or error-free basis; that the results that may be obtained from the use of the site or any content provided on or through the site will be accurate, complete, exhaustive, or reliable; or that the quality of any content purchased or obtained by you on or through the site will meet your expectations. You acknowledge that YFIRES cannot control, endorse, or guarantee the accuracy or the integrity of the data on any database. YFIRES is not responsible if you are harmed by another party's use or misuse of the YFIRES site.

10. Agree that in no event shall YFIRES be liable for any direct, indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data, or data use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, or use of, the site or any data provided on or through the site.

11. Agree that if any provision of this agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, the remainder of this agreement shall continue in full force and effect.

12. Agree that this Agreement shall be governed by the laws of the District of Columbia.

The Requester's obligations hereunder shall remain in full force and effect and survive the completion of the Requester's defined project described herein above. The terms of this Agreement shall be binding upon the Requester and the organization through which his/her project is conducted. A copy of the final printed material must be forwarded to YFIRES personnel.

Accepted By: _____   Date: _____

Print Name: _____   Signature: _____

Title: _____   Organization: _____

APPENDIX B

Youth Firesetting Information Repository and Evaluation System (YFIRES) Data Application Protocol

The following describes the steps necessary for the assessment of applications to use YFIRES data in research or public health studies. (Please check each box as you prepare your application.)

Applicant Checklist
- ☐ Research Proposal/Protocol
- ☐ Data Security Plan
- ☐ Signed Data Use Agreement
- ☐ Signed Acknowledgement of non-release agreement
- ☐ Applicant's IRB approval letter
- ☐ Data destruction deadline

☐ Research Proposal
Researchers must submit a research proposal detailing the research questions, analytic plan, dissemination of results, and data security and integrity procedures. They must show that their organization has an accredited IRB (http://www.aahrpp.org), or has a relationship with an IRB to review research protocols for the protection of human subjects. This proposal will be reviewed by the IAFF/YFIRES 501(c)(3) and invited local organizational reviewers to determine if the research proposal is in the interest of the YFIRES program.

☐ Data Use Agreement (DUA)
Please fill out the Limited Data Set Data Use Agreement (DUA) only when requesting subject level data.

If the proposal is deemed of interest, a DUA is signed, which contractually obligates the recipient to use the data only for the purpose described in the DUA. This usually includes a clause that the applicant cannot re-release the data to another party.

The DUA also prevents the inappropriate use of protected or confidential information that could cause harm to research subjects, the researcher, the IAFF, and any local partner organization.

Research applicants should provide the following assurances:
1. Their organization has an accredited IRB (http://www.aahrpp.org), or has a relationship with an IRB to review research protocols for the protection of human subjects. ☐ (check)
2. A clear and complete research proposal has been written. ☐ (check)
3. The applicant has signed a data use agreement with the YFIRES program. ☐ (check)
4. The applicant has demonstrated the highest level of data security procedures including: encryption of data at rest and in motion; a physically secure working environment; and a full description of who on the research team will have access to data. ☐ (check)
5. Applicant requested PHI (protected health information; http://www.hhs.gov/ocr/privacy/hipaa/understanding/coveredentities/De-

identification/guidance.html) would have to apply for and be granted by their institutional IRB a HIPAA waiver of authorization. This would be done so that researchers would not have to consent to individual cases entered into the YFIRES system for use in research. ☐ (check)

6. At the project's termination, applicants must sign and subsequently submit a certificate of data destruction. ☐ (check)

7. During the time period of their approved access to YFIRES data, applicants must provide annual updates on publications or reports that emanate from their use of YFIRES data. ☐ (check)

SUMMARY OF DATA USE LIMITATIONS
All users of detailed records must submit a signed Limited Data Set Use Agreement. Some limitations are summarized below.

Permissible Uses and Disclosures
(Please check each box ☐ to indicate agreement)

☐ Requester shall not use, share, sell, modify, reproduce, redistribute, or further disclose the limited data set specified except as expressly permitted under this Agreement. Requester shall establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of and to prevent unauthorized use or access to the limited data set. Requester is solely responsible for compliance with all applicable laws and regulations regarding the use or misuse of YFIRES data.

☐ Requester shall not release or allow the release of the limited data set to any persons or entities other than as permitted.

☐ Requester shall only use the information received under the provisions of this Agreement for public health or research purposes. Any use contrary to these purposes will be considered an automatic breach of this agreement, and YFIRES reserves the right to take any and all action available under federal and/or state law against any improper use.

☐ Requester shall restrict disclosure of the limited data set to the minimum number of individuals who require the information in order to perform the functions. Requester shall instruct individuals to which the limited data set is disclosed of all obligations and shall require the individuals to maintain those obligations.

☐ Requester shall secure the limited data set when the data is not under the direct and immediate control of an authorized individual performing the functions.

☐ Requester shall not attempt to use the limited data set to track or link an individual's data, determine real or likely identities, gain information about an individual, or contact an individual.

☐ Requester shall make a good faith effort to identify any use or disclosure of the limited data set not provided for. Requester shall notify YFIRES by certified mail, return receipt requested, or in person with proof of delivery within seventy-two (72) hours of discovery of any use or disclosure of the limited data set not provided for of which Requester is aware. If applicable, the requester shall return any record or records that become identified to YFIRES by certified mail, return receipt requested, or in person with proof of delivery within seventy-two (72) hours of identification. All other copies of an identified record including a modified, hybrid or merged record shall be immediately destroyed.

☐ Requester shall agree to indemnify, defend, and hold harmless YFIRES and the IAFF, its officers, directors, employees, agents, licensors, suppliers, and any third party information providers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from violation(s) of federal, state, or local law in connection to YFIRES' services, including, but not limited to: any violation of this Agreement by you, violation of any federal or state law through improper use of the data/information by you, in connection with your use of YFIRES, or your violation or infringement of any third party rights, including intellectual property rights. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against you on its own behalf.

☐ Requester shall agree that all data is provided on an "as is" and "as available" basis. YFIRES expressly disclaims all warranties of any kind, whether express or implied, including, but not

limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement with respect to the site and all content provided on or through the site. YFIRES makes no warranty that the site or data will meet your requirements; that the site will be made available on an uninterrupted, timely, secure, or error-free basis; that the results that may be obtained from the use of the site or any content provided on or through the site will be accurate, complete, exhaustive, or reliable; or that the quality of any content purchased or obtained by you on or through the site will meet your expectations. Requester acknowledges that YFIRES cannot control, endorse, or guarantee the accuracy or the integrity of the data on any database. YFIRES is not responsible if the Requester is harmed by another party's use or misuse of the YFIRES site.

☐ Requester shall agree that in no event shall YFIRES be liable for any direct, indirect, incidental, special, or consequential damages, or damages for loss of profits, revenue, data, or data use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, or use of, the site or any data provided on or through the site.

☐ Requester shall agree that if any provision of this agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, the remainder of this agreement shall continue in full force and effect.

☐ Requester shall agree that this Agreement shall be governed by the laws of the District of Columbia.

☐ Requester agrees to indemnify, defend, and hold harmless YFIRES and the IAFF, its officers, directors, employees, agents, licensors, suppliers and any third party information providers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from violation(s) of federal, state, or local law in connection to YFIRES' services, including, but not limited to: any violation of this Agreement by Requester, violation of any federal or state law through improper use of the data/information by Requester, in connection with Requester's use of YFIRES, or Requester's violation or infringement of any third party rights, including intellectual property rights. Each of these individuals or entities shall have the right to assert and enforce the provisions directly against Requester on its own behalf.

Limited Data Set Data Use Agreement – Instructions

1. Please fill out the Limited Data Set Data Use Agreement (DUA) only when requesting subject/case/individual level data.

2. The DUA must be completed in its entirety including a description of the purpose for which the data will be used, the description of the data, and the custodian of the designated record set.

3. The purpose for which the data will be used shall be for public health or research purposes only. Please check the box next to the purpose of your project and provide a detailed description. The requester shall agree that the data set will only be used for this intended purpose and shall further agree not to share, sell, or otherwise distribute the data set to third parties.

4. The disposition date is two years from the signature date. Data must be destroyed unless the DUA is timely renewed and approved by the appropriate parties.

5. A new DUA must be completed for each new data request.

6. YFIRES will not send new contracts or reminder notices of retention expirations.

7. The data does not have to be destroyed upon the retention date if the DUA is renewed and approved by the appropriate parties.

8. Upon completion of the DUA and signatures of both parties, a copy will be given to the Applicant. The original will be maintained by YFIRES.

Accepted By: _____ Date: _____

Print Name: _____ Signature: _____

Title: _____ Organization: _____