UP Community Hub
Confidentiality and Data Use Agreement 2021

The following information is provided to help your organization function at peak security and quality. It is important to follow the procedures as written. Please sign and return to Anne Campbell acampbell@upcoalition.org *in order to have your log-in activated. If you have questions or comments, contact Anne Campbell.*

1. Login information will not be shared outside of the agency
2. **Keep all client information confidential.**
3. Enter person data within 48 hours to help those in your area who are potentially serving the same person.
4. Enter facts only, not opinions regarding the client.
5. Perform a search in Charity Tracker to see if client information already exists in the database.
6. Entry includes name, contact information (e.g. email or phone number) and date of birth.
7. In order to prevent duplication of entries, enter the person's name as presented on picture ID. If the person is without picture identification and your organization serves them, utilize other documentation for name accuracy.
8. Obtain a signed Release of Information (ROI) from the person prior to entering information beyond name, address and phone. The ROI box must be checked to indicate you have it on file.
9. It is unlawful to share any information concerning mental and physical health as listed under HIPPA guidelines.
10. Always remember that your data entry is also data entry for others.
11. Please keep your agency information updated.
12. Please keep your referral information updated.
13. Attend System Update Meeting.

I have read and agree to the Confidentiality and Data Use Terms.

I agree to keep all information in Charity Tracker confidential and to adhere to the Standard Operating Procedures for the Safety Net Charity Tracker Network.

Name of Agency _____Date: _____

Address of Agency_____

Agency Phone#: _____

Signed _____ Print Name:_____
Title: _____

Services Provided: _____

Agency Website Address: _____

Confidentiality and Data Use Terms

ChartyTracker ("Service") is a service of Simon Solutions, Inc. (“Simon Solutions") and you are agreeing to be bound by the following terms and conditions (“Terms of Service").

Account Terms

1. You must be a human. Accounts registered by bots or other automated methods are not permitted.

2. You must provide your legal full name, a valid email address, and any other information requested in order to complete the sign up process.

3. Your account may only be used by your organization – a single CharityTracker account shared by multiple organizations is not permitted.

4. You are responsible for maintaining the security of your account and password. Simon Solutions cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.

5. You are responsible for all content posted and activity that occurs under your account.

6. You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

While Simon Solutions prohibits such conduct and content on the Service, you understand and agree that Simon Solutions cannot be responsible for the content posted on the Service and you nonetheless may be exposed to such materials.

Copyright and Content Ownership

1. We claim no intellectual property rights over the material you provide to the Service. Your profile information and other materials you upload remain your property.

2. Simon Solutions claims copyright ownership of the look and feel of the Service ©2012 Simon Solutions, Inc., and reserves all rights therein. You may not duplicate, copy, or reuse any portion of the HTML, Adobe Flash or visual design elements without express written permission from Simon Solutions.

General Conditions

1. The service is provided on an as is and as available basis. You may have other rights under federal or state consumer protection laws, which are not affected by this disclaimer.

2. Technical support is provided via CharityTracker.net or the [help] button inside the CharityTracker system.

3. You understand that Simon Solutions uses third party vendors and hosting partners to provide the necessary hardware, software, networking, and related technology required to run the Service.

4. You must not modify, adapt or hack the Service or modify another website so as to falsely imply that it is associated with the Service, Simon Solutions, or any other Simon Solutions service.

5. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the expressed written permission by Simon Solutions.

6. We may, in our exercise of reasonable and good faith discretion, but have no obligation to, remove content and accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service

7. Verbal, physical, written or other abuse (Including threats of abuse or retribution) of any Simon Solutions customer, employee, member, or officer will result in immediate account termination.

8. You must not transmit any worms or viruses or any code of a destructive nature.

9. Simon Solutions does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations. SIMON SOLUTIONS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. You expressly understand and agree that Simon Solutions shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Simon Solutions has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the Service; (v) termination of your account; or (vi) any other matter relating to the Service. Simon Solutions' liability for direct damages is limited to the amounts paid to it under these Terms of Service in the prior 12 months to the claim.

11. The failure of Simon Solutions to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and Simon Solutions and governs your use of the Service, superseding any prior agreements between you and Simon Solutions (Including, but not limited to, any prior versions of the Terms of Service).

12. Questions about the Terms of Service should be sent via e-mail.

If you are an Agency joining/creating a CharityTracker ™ Assistance Network

Agency access to the CharityTracker Assistance Network hereinafter, referred to as CharityTracker, is subject to certain guidelines regarding its use. CharityTracker contains a wide range of personal and private information on individuals and ALL such information must be treated carefully, confidentially, and professionally by all who access it.

I. Introduction

1. CharityTracker is a shared database that allows authorized personnel at Member Agencies to share information on common clients. Goals of the CharityTracker are to: expedite client intake procedures, improve referral accuracy, increase case management and administrative tools, and create a tool to follow service utilization patterns of families and individuals either currently experiencing or about to experience homelessness or other personal crisis. All goals integrate in an ongoing collaborative effort to assist families.

2. The Network Administrator is the designated administering agent for CharityTracker. Simon Solutions will host the central server that maintains CharityTracker information and will limit access of the database to participating Member Agencies. Simon Solutions will take reasonable measures, consistent with industry standard administrative, technical and physical safeguards, to protect CharityTracker data from accidental or intentional unauthorized use, modification, disclosure, and/or destruction. This will be accomplished by utilizing a variety of

methods to safeguard the data.

3. Ultimately, when data entry is correct and consistent by all involved parties, CharityTracker shall benefit multiple stakeholders, including the community and Member Agencies, through a more effective and efficient service delivery system.

II. Confidentiality

1. Each participating Member Agency will uphold relevant Federal and State confidentiality regulations/laws that protect client records and will release confidential client records only with authorized, written consent by the client or the client's legal guardian, unless otherwise provided for by regulations or laws. A client is defined as anyone who receives services from a participating Member Agency and a legal guardian is defined as any individual legally in charge of the affairs of a minor or of a person deemed incompetent.

2. Each Member Agency will abide specifically by Federal confidentiality regulations as contained in the Code of Federal Regulations, 42 CFR Part 2, regarding disclosure of alcohol and/or drug abuse records. In general terms, the Federal regulation prohibits the disclosure of alcohol and/or drug abuse records unless disclosure is expressly permitted by written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose. Member Agencies shall recognize that Federal rules restrict any use of the information to criminally investigate or prosecute any alcohol or drug abuse patients.

3. Each Member Agency will abide specifically by State Law, which in general terms, requires an individual to be informed that any and all medical records she/he authorizes to be released, whether related to physical or mental health, may include information indicating the presence of a communicable or venereal disease. The agency is required to inform the individual that these records may include, but are not limited to, the inclusion of information on diseases such as hepatitis, syphilis, gonorrhea, tuberculosis, and HIV/AIDS.

4. Each Member Agency will abide specifically by their state's Mental Health Law. In general terms, this law prohibits agencies from releasing any information that would identify a person as a client of a mental health facility, unless client consent is granted.

5. Each Member Agency will provide a verbal explanation of CharityTracker and arrange for a qualified interpreter or translator in the event that an individual is not literate in English or has difficulty understanding the consent form(s).

6. No Member Agency will solicit or input information from clients into CharityTracker unless the information is essential to provide services or conduct evaluations or research for the original purpose(s) intended by the system.

7. No Member Agency will divulge any confidential information received from CharityTracker to any organization or individual without proper written consent by the client unless otherwise permitted by relevant regulations or laws.

8. Each Member Agency shall ensure that all persons within that particular agency who are issued an User ID and Password to CharityTracker abide by these Terms of Service, including the confidentiality and security rules and regulations. The Agency will not provide any individual access to CharityTracker without that individual completing sufficient training on CharityTracker operational procedures. This training will include information on how the use of CharityTracker as well as basic steps to ensure confidentiality, security and integrity of the data contained within. The agency will be responsible for managing its own requirements and insuring that individual employees comply with CharityTracker practices and procedures regarding confidentiality, security and integrity of the system, including responsibility for completion of employees consent form stating their understanding of and adherence to CharityTracker practices.

9. Each Member Agency understands that the file server which will contain all client information, including encrypted identifying information will be hosted in a secure location with controlled access by Simon Solutions whose address is: Simon Solutions, 451 Lane Drive, Florence, AL 35630.

10. Each Member Agency agrees to maintain appropriate documentation of client Release of Information (ROI) or legal guardian-provided consent forms granting them permission to input information into CharityTracker.

11. Each Member Agency understands that a Release of Information is required before any basic identifying client information may be entered into CharityTracker for the purposes of interagency information sharing.

12. The completed Release of Information authorizes basic identifying client data, as well as non-confidential service transaction information to be entered into CharityTracker. This authorization form permits basic client identifying information to be shared among all CharityTracker participating Member Agencies. It also allows non-confidential service transactions to be shared with select CharityTracker Member Agencies, based on relevance and need of the agency providing the service.

13. If a client refuses to release their assistance data via CharityTracker, only the client's public identifying information shall be entered into CharityTracker (i.e. Name, Address and Phone Number). The client record can be made private and only accessible to the Member Agency that enters the data, precluding the ability to share identifying information. When a client record is marked private, identifying information is rendered anonymous to other agencies in the network, and network-wide reports will only include the anonymous assistance totals for cases marked private. If the client refuses this option to allow the Member Agency to enter identifying information that will not be shared, CharityTracker will NOT be used as a resource for that individual client and his/her dependents.

14. Each Member Agency will incorporate a clause into existing Agency Authorizations for Release of Information form(s) if the Agency intends to input and share confidential client data with CharityTracker, to the effect that such release of information is authorized (the “CharityTracker Clause”). An agency's modified Authorization for Release of Information form(s) will be used when offering a client the opportunity to share with CharityTracker information beyond basic identifying data and non-confidential service information. Each Agency will communicate to the client any information beyond basic identifying data and non-confidential services that will be shared if client consent is given. Each Agency will communicate to the client that, while the Agency can restrict the information to be shared with selected agencies, other agencies will have access to the information and are expected to use the information professionally and to adhere to these Terms of Service. Agencies with whom the information is shared are responsible for obtaining appropriate consent before allowing further sharing of client records. Simon Solutions may conduct periodic audits to enforce informed consent standards but primary oversight of this function is between agencies.

15. The Agency agrees to place all Release of Information form(s) related to CharityTracker in a file to be located at the Agency's physical address and that such forms be made available for periodic audits. Each Agency will retain these Release of Information form(s) for a period of three years from their expiration dates, after which time the form(s) will be destroyed in a manner that ensures client confidentiality is not compromised.

16. The Agency understands that in order to update, edit, or print a client's record, it must have on file a current authorization from the client as evidenced by a completed Release of Information form pertaining to basic identifying data, and/or a modified Agency form with a CharityTracker clause pertaining to confidential information.

17. The Agency understands that the Network Administrator DOES NOT REQUIRE OR IMPLY that the services provided by the agency be contingent upon a client's participation in CharityTracker.

18. The Agency and the Network Administrator understand that the Network Administrator and/or the administrating agency is the administrator and owner of the data input into CharityTracker, and not Simon Solutions.

19. In the event that CharityTracker ceases to exist, Member Agencies will be notified and provided reasonable time to access and save data on those clients served by the agency, as well as statistical and frequency data from the entire system. Once this task has been accomplished, the information collected by the centralized server will be purged or stored. If the latter occurs, the data will remain in an encrypted and aggregate state.

20. In the event the Network Administrator ceases to exist, the custodianship and ownership of the data will be transferred to another nonprofit for administration and all CharityTracker Member Agencies will be informed in a timely manner.

III. Data Entry and Regular Use

1. User identification and password shall NOT be shared among users.

2. If an Agency has access to a client's basic identifying information, non-confidential service transactions, confidential information and service records, it will be generally understood that a client gave consent for such access. However, before an agency can update, edit, or print such information, it must have informed client consent, evidenced by a current Release of Information form in writing pertaining to basic identifying data and/or an Agency-modified form with a CharityTracker clause pertaining to confidential information.

3. If a client has previously given permission to multiple agencies for access to his/her information (beyond basic identifying information and non-confidential service transactions) and then chooses to rescind that access, the agency to whom the request is made will then close the entire record. Written authorization from client must accompany the request.

4. In the event that a client wishes to rescind consent to participate in CharityTracker completely, the agency to whom the desire is expressed will help the client complete the necessary paperwork, which will then be sent to the System Administrator to render the client record inactive. Only the Network Administrator or designee can render a client record inactive.

5. The Agency will enter in CharityTracker only individuals that exist as clients of that Agency and under the Agency's jurisdiction.

6. The Agency will not misrepresent its client base in CharityTracker by deliberately entering inaccurate information. An agency will not purposefully enter inaccurate information on a new record or to override information entered by another agency.

7. The Agency understands that if a current Release of Information form is on file, it can update, edit, and print a client's basic identifying information.

8. The Agency understands that, pursuant to Section II, Section 15, a modified agency Authorization to Release Information form with the added CharityTracker Clause permits it to share confidential client information with select Member Agencies.

9. Discriminatory comments based on race, color, religion, creed, national origin, physical/mental impairment, socio-economic status, marital status, age, gender, and sexual orientation shall NOT be permitted in CharityTracker.

10. Offensive language and profanity shall NOT be permitted in CharityTracker.

11. The Agency will utilize CharityTracker for business purposes only.

12. The Agency understands the Network Administrator will provide initial training and periodic training updates to assigned Agency Staff on the use of CharityTracker. This information is then to be relayed to other CharityTracker Staff within each Member Agency.

13. The Agency understands that the CharityTracker.net website, forum, and help pages are available for technical support.

14. The Agency will be responsible for maintaining updated virus protection software on their computers that access CharityTracker.

15. Transmission of material in violation of any United States Federal or State regulation is prohibited and includes, but is not limited to: copyrighted material, material legally judged to be threatening or obscene, and material considered protected by trade secret.

16. The Agency will not use CharityTracker with the intent to defraud the Federal, State, or Local government, or an individual entity, or to conduct any illegal activity.

17. The Agency recognizes that the Network Administrator will be the discussion centers regarding CharityTracker, including project updates, procedural changes in policy and practice guidelines, data analysis, and software/hardware upgrades. Each Agency will designate an assigned CharityTracker Staff member to regularly attend CharityTracker meetings and understands that Network Administrator will continue to be responsible for CharityTracker activities.

IV. Reports

1. The Agency understands that it will retain access to all identifying and statistical data on the clients it serves.

2. Reports containing information beyond basic identifying data and non-confidential services on individuals are limited to statistical and frequency reports, which do not disclose identifying information.

3. The Agency understands that before non-identifying system wide aggregate information collected by CharityTracker is disseminated to non-CharityTracker Member Agencies, including funders, it shall be endorsed by the Network Administrator as the administrator of the system.

V. Proprietary Rights and Database Integrity

1. The Agency will not give or share assigned user identification and passwords to access CharityTracker with any other organization, governmental entity, business, or individual.

2. The Agency will not cause corruption of the data contained in CharityTracker in any manner. Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations, whether on the equipment housed by Network Administrator or any computer system or network accessed by Network Administrator will result in immediate suspension of services. SIMON SOLUTIONS AND/OR NETWORK ADMINISTRATOR WILL PURSUE ALL APPROPRIATE LEGAL ACTION.

VI. Indemnity and Hold Harmless*

1. The Agency, at all times, will indemnify and hold the Network Administrator harmless from any damages, liabilities, claims, instances of breach, and expenses that may be claimed against the Agency; or for injuries or damages to the Agency or another party arising from participation in CharityTracker; or arising from any acts, or omissions, neglect, or fault of the Agency or its agents, employees, licensees, or clients; or arising from the Agencies failure

to comply with laws, statutes, ordinances, or regulations applicable to it or the conduct of its business. The Agency will also indemnify and hold the Network Administrator harmless for damages resulting from the Agency's negligence, or errors or omissions, as well as natural disasters or acts of God. The Network Administrator shall not be liable to the Agency for damages, losses, instances of breach, or injury to the Agency or another party unless such is the result of gross negligence or willful misconduct of Network Administrator.

VII. Terms and Conditions

1. The parties hereto agree that this agreement is the complete and exclusive statement of the agreement between parties and supersedes all prior proposals and understandings, oral and written, relating to the subject matter of this agreement.

2. Neither party shall transfer or assign any rights or obligations without the written consent of the other party, except that without consent of the other party either party may assign these Terms of Service in the event of a sale of substantially all the assets of a party, whether by merger or otherwise.

3. This agreement shall remain in force until revoked in writing by either party upon at least 30 days advance written notice. The exception to this term is if allegations or actual incidences arise regarding possible or actual breeches of this agreement. Should such situations arise, Network Administrator may immediately suspend access to CharityTracker until the allegations are resolved in order to protect the integrity of the system.

4. This agreement may only be modified or amended by written agreement executed by both parties upon at least 30 days advance written notice.

5. Use of CharityTracker constitutes acceptance of these Terms and Conditions.

*Does not apply to State Department of Human Resources Agencies.

END USER (AGENT) AGREEMENT

Employees, volunteers, staff and any persons with access to the CharityTracker are subject to certain guidelines regarding its use. CharityTracker contains a wide range of personal and private information on individuals and ALL such information must be treated carefully, confidentially, and professionally by all who access it.

Guidelines for use of CharityTracker include; but are not limited to the following:

1. User IDs and passwords must be kept secure and confidential and shall not be shared.

2. Current, case or legal guardian consent, as documented by a Release of Information (ROI), is required before entering, updating, editing, printing, or disclosing basic, identifying and non-confidential service transactions/information with other CharityTracker Assistance Network and/or their employees, volunteers and/or staff.

3. Only general, non-confidential information is to be entered in the notes/comments section of the case profile in CharityTracker; provided, however, such information can still be marked as private within CharityTracker. Confidential information, including, but not limited to, TB diagnosis, domestic violence and mental/physical health information etc., shall not be entered in this software.

4. Confidential information obtained via CharityTracker is to remain confidential, even if the end user's relationship with his/her organization changes or concludes for any reason.

5. The agency/organization end user is allowed to enter or modify data ONLY for clients being served by that agency/organization.

6.
7. Misrepresentation of the client through the deliberate entry of inaccurate information is prohibited.

8. Discriminatory comments based on race, color, religion, creed, national origin, ancestry, handicap, socioeconomic status, marital status, age, gender, and/or sexual orientation are NOT permitted in CharityTracker. Profanity and offensive language is NOT permitted in CharityTracker. Simon Solutions reserves the right to suspend an account when any terms of this agreement are violated or suspected to be violated. Upon receipt of satisfactory assurances that such violations did not occur, or that such violations have been fully corrected or eliminated, Simon Solutions in its sole discretion may resume the account.

9. CharityTracker is to be used for business purposes only. Transmission of material in violation of any United States Federal or State laws is prohibited, including material that is copyrighted, legally judged to be threatening or obscene, and/or considered protected by trade secret. CharityTracker shall NOT be used to defraud the Federal, State, Local or City government nor any individual entity nor to conduct any illegal activity.

10. Any unauthorized access or unauthorized modification to computer system information/ CharityTracker database or interference with normal system operations will result in immediate suspension of your access to CharityTracker and may result in legal action by Simon Solutions, Inc., and/or the CharityTracker community network administrator.