

CharityTracker™ Terms of Service

By using CharityTracker™ (“Service”), a service of Simon Solutions, Inc. (“Simon Solutions”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”).

Simon Solutions reserves the right to update and change the Terms of Service from time to time without notice. Any new features that augment or enhance the current Service, including the release of new modules, tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at:

<http://www.CharityTracker.net/tos.html>

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 (even when content is posted by others).
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).

Violation of any of these agreements will result in the termination of your account. 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. You agree to use the Service at your own risk.

Payment, Refunds, Upgrading and Downgrading Terms

1. The Service is billed in advance on a monthly basis and is non-refundable. There will be no refunds or credits for partial months of service, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.
2. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
3. For any upgrade or downgrade in plan level, your credit card that you provided will

3. For any upgrade or downgrade in plan level, your credit card that you provided will automatically be charged the new rate on your next billing cycle.
4. Downgrading your Service may cause the loss of content, features, or capacity of your account. Simon Solutions does not accept any liability for such loss.

Cancellation and Termination

1. You are solely responsible for properly canceling your account. You can cancel your account at any time by email from the email address used when you signed up for the CharityTracker™.
2. All of your content will be immediately deleted from the Service upon cancellation unless provision is made to export your data.
3. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately but you will not be charged again.
4. Simon Solutions, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service, or any other Simon Solutions service, for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your account or your access to your account, and the forfeiture and relinquishment of all content in your account. Simon Solutions reserves the right to refuse service to anyone for any reason at any time.

Modifications to the Service and Prices

1. Simon Solutions reserves the right at any time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice.
2. Prices of all Services, including but not limited to monthly subscription plan fees to the Service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the CharityTracker™ Site (CharityTracker.net) or the Service itself.
3. Simon Solutions shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

Copyright and Content Ownership

1. We claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours.
2. Simon Solutions does not pre-screen content, but Simon Solutions and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.
3. The look and feel of the Service is copyright©2008 Simon Solutions, Inc. All rights reserved. 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. Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.
2. Technical support is only provided via CharityTracker.net or the [help/feedback] 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, 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.
10. You expressly understand and agree that Simon Solutions shall not be liable for any direct, 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.
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, superceding 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](#).

CharityTracker Assistance Network
Shared Case Management Software - CharityTracker

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/are administering 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 agrees to protect CharityTracker data to the best of their ability 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 with the Health Insurance Portability and Accountability Act of 1996 and corresponding regulations passed by the U.S. Department of Health and Human Services. In general, the regulations provide consumers with additional rights to control the release of medical information, including advance consent for most disclosures of health information, the right to see a copy of health records, the right to request a correction to health records, the right to obtain documentation of disclosures of their health information, and the right to an explanation of their privacy rights and how information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.
4. 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.
5. 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.
6. 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).
7. 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.
8. 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.
9. Each Member Agency shall ensure that all persons within that particular agency who are issued an User ID and Password to CharityTracker abide by this Partnership Agreement, 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

and integrity of the system, including responsibility for completion of employees consent form stating their understanding of and adherence to CharityTracker practices.

10. 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.
11. 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.
12. 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.
13. 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.
14. Each Member Agency will incorporate a CharityTracker clause into existing Agency Authorizations for Release of Information form(s) if the Agency intends to input and share confidential client data with CharityTracker. 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 the terms of the Partnership Agreement. 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 four 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, are the administrators and owners of the data.
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 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. Hold Harmless*

1. Network Administrator makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold Network Administrator harmless from any damages, liabilities, claims, 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. Each Agency will also hold Network Administrator harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, misdeliveries, or service interruption caused by the Agency's or another Member Agency's negligence, or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. Network Administrator shall not be liable to the Agency for damages, losses, or injuries to the Agency or another party other than if 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.
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 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 ID's 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. 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. Misrepresentation of the client through the deliberate entry of inaccurate information is prohibited.
7. 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. Violators shall have their system privileges revoked and they will NOT be allowed further access to CharityTracker.
8. 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.
9. 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 the CharityTracker and may result in legal action by Simon Solutions, Inc., and/or the CharityTracker community network administrator.

PARTNERSHIP AGREEMENT

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

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.

"Network Administrator", is/are administering *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 agrees to protect *CharityTracker* data to the best of their ability 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.

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

- A. 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.
 1. 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.
 2. Each Member Agency will abide specifically with the Health Insurance Portability and Accountability Act of 1996 and corresponding regulations passed by the U.S. Department of Health and Human Services. In general, the regulations provide

- consumers with additional rights to control the release of medical information, including advance consent for most disclosures of health information, the right to see a copy of health records, the right to request a correction to health records, the right to obtain documentation of disclosures of their health information, and the right to an explanation of their privacy rights and how information may be used or disclosed. The current regulation provides protection for paper, oral, and electronic information.
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 try to make arrangements 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 this Partnership Agreement, 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 Systems, 451 Lane Drive, Florence, AL 35630.

- B. 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*.
1. 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.
 2. 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.
 3. If a client refuses to release their basic identifying information and non-confidential service data via *CharityTracker*, only identifying information shall be entered into *CharityTracker*. The client record shall be locked and made accessible only to the Member Agency entering the data, precluding the ability to share information. If clients do not provide a Release of Information to share data, agencies may opt to employ the anonymous client option. If neither choice is selected, *CharityTracker* will NOT be used as a resource for that individual client and his/her dependents.
 4. Each Member Agency will incorporate a *CharityTracker* clause into existing Agency Authorizations for Release of Information form(s) if the Agency intends to input and share confidential client data with *CharityTracker*. 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 the terms of the Partnership Agreement. 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.
 5. 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 four years from their expiration dates, after which time the form(s) will be destroyed in a manner that ensures client confidentiality is not compromised.
 6. 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

Agency form with a *CharityTracker* clause pertaining to confidential information.

7. 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*.
- C. The Agency and the Network Administrator understand that the Network Administrator, are the administrators and owners of the data.
1. 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.
 2. 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 either close the entire record or simply lock out portions of the record to the other agency or agencies. 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 will utilize *CharityTracker* for data collection at ALL times unless a situation arises in which immediate data entry is impossible or inconvenient for the client. The Agency will strive for real time or close to real time data entry.
8. 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.
9. The Agency understands that a modified agency Authorization to Release Information form with the added *CharityTracker* Clause permits it to share confidential client information with select Member Agencies.
10. The Agency understands that only the individual originally entering the data can edit assessment screens, whether that individual is employed by the Agency or another Member Agency. Each Agency will create a separate assessment, as needed, to indicate a change in client's status or to update incorrect information.
11. 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*.
12. Offensive language and profanity shall NOT be permitted in *CharityTracker*.
13. The Agency will utilize *CharityTracker* for business purposes only.
14. 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.
15. The Agency understands that the CharityTracker.net website, forum, and help pages are available for technical support.
16. The Agency will be responsible for maintaining updated virus protection software on their computers that access *CharityTracker*.
17. 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.
18. 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.
19. 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. The Agency understands that access to data on those clients that the Agency does not serve will be limited to basic identifying information and non-confidential service data and that a list of ALL persons in *CharityTracker*, along with basic identifying information and non-confidential data, can be generated.
3. Reports containing information beyond basic identifying data and non-confidential services on individuals not served by the Agency are limited to statistical and frequency reports, which do not disclose identifying information.
4. 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 Advisory Council of SEAN and by 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. Hold Harmless*

1. Network Administrator makes no warranties, expressed or implied. The Agency, at all times, will indemnify and hold Network Administrator harmless from any damages, liabilities, claims, 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. Each Agency will also hold Network Administrator harmless for negative repercussions resulting in the loss of data due to delays, non-deliveries, misdeliveries, or service interruption caused by the Agency's or another Member Agency's negligence, or errors or omissions, as well as natural disasters, technological difficulties, and/or acts of God. Network Administrator shall not be liable to the Agency for damages, losses, or injuries to the Agency or another party other than if 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.
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 be modified or amended by written agreement executed by both parties upon at least 30 days advance written notice.

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

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