

## THP-Plus and THP+FC Participant Tracking System Use Agreement

This Use Agreement is made between the John Burton Foundation for Children Without Homes (“John Burton Foundation”), with the principal place of business at 235 Montgomery Street, Suite 1142, San Francisco, CA 94104, and [REDACTED] (“User”) with the principal place of business at [REDACTED].

### Grant of Use Rights:

- John Burton Foundation owns the THP-Plus and THP+FC Participant Tracking System software (“Tracking System”) and grants permission to User to enter, manipulate, and retrieve data about THP-Plus and THP+FC participants through the Tracking System.
- User may use the Tracking System to store and retrieve information about individual THP-Plus and THP+FC participants and to monitor and evaluate THP-Plus and THP+FC program operations and/or provider performance. User owns all data that User stores, creates, or retrieves through the Tracking System.

### User System Requirements:

- Internet connection, and a) Internet Explorer 5.5. or greater for Microsoft Windows operating system (Windows 95 or greater) for PC; or b) Mozilla Firefox 2.0 or greater for Mac OS X or UNIX operating systems. Computers used to access the Tracking System must use regularly updated operating system, security, and anti-virus software.

### John Burton Foundation Agrees to:

- Use best efforts to maintain the web domain through which the Tracking System will be accessible to the User.
- Use best efforts to maintain functionality of the software when used with user systems that meet the compatibility requirements listed above.
- Maintain reasonable data back-up procedures and a disaster recovery plan for restoring data if necessary.
- Offer web-based training on use of the Tracking System, including training sessions available online for download. Additional web-based or in-person training may be offered as negotiated with User.
- Provide basic User technical support Monday through Thursday, excluding public holidays, 9am-5pm, via email and/or phone. Staffing non-availability may occasionally delay user support until the following business day, excluding Friday.
- John Burton Foundation reserves the right to make upgrades to the Tracking System as needed to promote ease of use and/or increase functionality, and will use best efforts to minimize User-level interruption.

### User Agrees to:

- Enter (or facilitate entrance of) data into the Tracking System for all of User’s THP-Plus and THP+FC participants, and only for THP-Plus and THP+FC participants.
- Complete (or facilitate completion of) data entry reports for all relevant THP-Plus and THP+FC participants by the deadlines listed on the schedule to be provided by John Burton Foundation.

### Security:

- John Burton Foundation will use best efforts to protect security of all stored data and access information, and to restrict access to authorized Users at authorized access levels. Written security policies and procedures will be maintained, as well as records of security actions and incidents. John Burton Foundation will use best efforts to grant access to read or write to the Tracking System only to authorized individuals, through use of unique login names and passwords as well as firewalls. John Burton Foundation will use best efforts to prevent and respond to unauthorized access by monitoring Tracking System access activities. Data will be protected during transmission through Secure Socket Layer (SSL) 128-bit security encryption. John Burton Foundation will use best efforts to ensure that contracted third-party vendors (e.g. web-hosting service) comply with security best practices, including but not limited to data access controls, physical security, maintenance records, and disaster recovery and business continuity operation plans.
- User will identify to John Burton Foundation the individuals User wishes to authorize to read and/or write information stored in the Tracking System. User will use best efforts to protect security of login names and passwords and to restrict access to authorized individuals. User will also utilize and regularly update operating system, security, and anti-virus software on all computers used to access the Tracking System.

**Confidentiality:**

- John Burton Foundation and User agree not to disclose or use for any purpose (other than for purposes outlined in this agreement) any information that may be accessed or received through the Tracking System, unless such information is in the public domain or required to be disclosed by law or government authority.
- Access to confidential information about User’s individual THP-Plus and/or THP+FC participants additionally will be made available to authorized Tracking System users at the County(ies) with which User has a THP-Plus contract or THP+FC Placement Agreements. User shall have sole responsibility for obtaining a separate agreement between User and such County(ies), if determined necessary, to authorize such sharing of information.
- Summary information and statistical reports may be made available to John Burton Foundation, the California Department of Social Services, and other parties with an interest in the functioning of THP-Plus and THP+FC for program operations monitoring and evaluation purposes. Such information and reports will include aggregated data only and will not include personally identifiable information (such as name or partial Social Security number) for individual THP-Plus and THP+FC participants.
- As the administrator of the Tracking System, John Burton Foundation may, from time to time, need to access data stored in the Tracking System for the purposes of monitoring and managing software performance, data integrity, and compliance with this Use Agreement. Confidential information accessed in order to carry out these processes will not be stored or disclosed by John Burton Foundation.
- Data stored in the Tracking System may be made available for research purposes provided that the research protocol has been reviewed and approved by an Institutional Review Board (IRB) as meeting appropriate confidentiality standards. Only the minimum necessary data will be released for such purposes.
- Obtaining and storing any written consent from individual THP-Plus and/or THP+FC participants, if determined necessary, for release and storage of their information in the Tracking System shall be the sole responsibility of the User.

**Term and Termination**

This Use Agreement shall remain in place for a period of three (3) years, and shall automatically renew for successive one-year terms thereafter, unless terminated earlier under the terms listed below:

- Either party may withdraw from this Agreement for any reason with a minimum of thirty (30) days notice in writing. Within fifteen (15) days prior to termination of the Agreement, John Burton Foundation will provide to User a digital copy of all information stored by User in the Tracking System.
- John Burton Foundation reserves the right to terminate User’s access to the software at any time if User violates the terms of this Use Agreement and fails to remedy such violation within thirty (30) days of written notification, or to terminate User’ s access immediately in case of serious breach of security or confidentiality terms.
- Termination of this Agreement will not relieve either party of obligations regarding confidentiality.
- In the case of a transition in leadership, this use agreement will be presented to the organization's new leadership.

**Signatures**

I, the undersigned, have reviewed and understand this Use Agreement and am duly authorized on this date to bind the principals of my organization to the terms and conditions stated in this Use Agreement.

**User**

**John Burton Foundation**

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*Authorized Signature* *Date*

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*Authorized Signature* *Date*

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*Printed Name*

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*Printed Name*

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235 Montgomery St, Ste 1142, San Francisco, CA 94104

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