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## Community Voice Mail Data Confidentiality and Security Agreement

This Community Voice Mail Data Confidentiality and Security Agreement (this “Agreement”) is dated and effective as of **November 1, 2008**, (the “Effective Date”) and is entered into by and between Community Voice Mail National Office, a not-for-profit corporation (“CVMN”) and the undersigned host agency (the “Host Agency”) for CVMN’s Community Voice Mail program (“CVM”), in light of the following:

### Background

A. CVMN and Host Agency are parties to a Memorandum of Agreement and other agreements pursuant to which CVMN has agreed to provide Host Agency with access to CVMN’s Community Voice Mail Centralized System (the “CVM Centralized System”).

B. The CVM Centralized System allows CVM Federation members (CVM Host Agencies and their CVM managers) to track voicemail box usage and client enrollments. It also allows CVMN to obtain and compile the information needed for aggregate reporting at the local, regional and national levels.

C. To protect the integrity of the CVM Centralized System and the confidentiality of sensitive client data that the CVM Centralized System may contain (“Sensitive Information”), CVMN requires that each Host Agency sign this Agreement and agree to follow CVMN’s *Data Confidentiality and Security Policy*, a copy of which is attached hereto and incorporated herein as Exhibit A (as amended from time to time, the “Policy”).

### Agreements

1. The Policy. Host Agency acknowledges receipt of the Policy and agrees that at all times it will comply with the Policy.

2. Understand all applicable laws. Host Agency agrees that, before utilizing the CVM Centralized System, one or more members of its staff and one or more members of the staff at each agency participating in the CVM program through the auspices of Host Agency will be trained in and understand all applicable federal, state, county and municipal laws, regulations, rulings and orders (collectively, “Laws”) that relate to the protection of Sensitive Information and/or the need or advisability of obtaining client consent relating to any Sensitive Information.

3. Comply with all applicable Laws. Host Agency will comply, and Host Agency will require that any agency participating in the CVM program through the auspices of Host Agency will comply, with all Laws relating to the collection, handling and protection of Sensitive Information or the need or advisability of obtaining client consent relating to any Sensitive Information.

4. Monitor and train staff regarding Sensitive Information. Host Agency will train and monitor its staff participating in the CVM program, and Host Agency will train and monitor or confirm that others have trained and will monitor the staff participating in the CVM program from all agencies participating in the CVM program under Host Agency's auspices concerning (i) all Laws applicable to the collection, handling and protection of Sensitive Information, (ii) the need to obtain client consent to collect, retain, disclose or otherwise use any Sensitive Information, and (iii) the necessity of strictly complying with documented policies and procedures of Host Agency that are designed to insure that there is no unintended loss, disclosure, duplication or use of any Sensitive Information. Such training will include, without limit, a requirement that as a prerequisite to accessing data in the CVM Centralized System, each potential user of the CVM Centralized System sign and agree to comply with CVMN's *Database User Agreement*, as in force from time to time. Host Agency agrees to retain all signed copies of the *Database User Agreement* for all persons accessing data in the CVM Centralized System under the auspices of Host Agency.

5. Handling Sensitive Information outside the CVM Centralized System. Before allowing any person to access the CVM Centralized System, Host Agency will develop, implement and, upon request, provide CVMN with a copy of a written policy regarding the collection, maintenance and use of Sensitive Information that Host Agency elects not to enter into the centralized CVM Voicemail System.

- As an example of such a policy, a Host Agency's CVM manager could maintain a cross-referenced list of date/DID/client name/SSN/DOB on a local computer server so that the information is available as required by funders or the Host Agency, but is not entered directly into the CVM centralized database.

6. Agreement to Comply with additional CVMN Policies. Host Agency is aware of and agrees to comply with the following CVMN policies regarding data confidentiality and security, and any other policies related to the CVM Centralized System delivered to Host Agency by CVMN:

- That before access will be granted to the CVM Centralized System's online database, one or more members of its staff and one or more members of the staff at each agency participating in the CVM program through the auspices of Host Agency must sign a *Database User Agreement*, in the form prescribed by CVMN from time to time, a copy of which is attached hereto and incorporated herein as Exhibit B.
- That CVMN recommends that a *Participating Agency Agreement*, in the form prescribed by CVMN from time to time, be signed by all participating agencies who receive CVM voicemail boxes to distribute, and that if CVMN determines it to be appropriate, CVMN may require the use of such agreements.
- That CVMN recommends that a *Client Agreement of Understanding*, in the form prescribed by CVMN from time to time, be signed by all end-users/clients who receive a CVM voicemail box, and that if CVMN determines it to be appropriate, CVMN may require the use of such agreements.
- That CVMN recommends that the Host Agency including one or more members of its staff and one or more members of the staff at each agency participating in the CVM program through the auspices of Host Agency, not enter identifying information such as name, SSN or DOB for victims of domestic violence and/or any client who does not provide written consent. Relevant demographics, objectives and outcomes should still be entered into the system.
- That Host Agency is aware that the database vendor for the centralized CVM Centralized System is Community TechKnowledge ("CTK"), that CTK has agreed

to protect the confidentiality and security of Sensitive Information on the CVMN servers but that this assurance is not absolute. (For a summary of Community TechKnowledge's security practices for the centralized CVM database see: <http://www.communitytech.net/solutions/117/>).

7. Confidentiality Agreement. Host Agency shall treat all nonpublic information regarding the CVM Centralized System and its use ("CVM Confidential Information") as the confidential and proprietary information of CVMN. Host Agency will not at any time during or after the term of this Agreement directly or indirectly disclose, use, reproduce or publish any CVM Confidential Information, unless Host Agency first secures the written permission of CVMN to make such disclosure, use, reproduction or publication. The foregoing obligation shall not include data or information which is now in the public domain or which becomes part of the public domain through no fault of Host Agency prior to the date of any disclosure. Upon termination of this Agreement, Host Agency will deliver to CVMN all originals and copies in Host Agency's control or possession of any and all objects, materials, devices or substances which come into Host Agency's possession, including any writings, records, journals, data, drawings, samples, prototype models or photographs which describe, depict, contain or record any CVM Confidential Information. Host Agency shall insure that all persons accessing the CVM Centralized System through the auspices of Host Agency will comply with the terms of this Paragraph.

8. Miscellaneous. This Agreement is the entire agreement of the parties with respect to the subject matter hereof and may not be amended or superseded by any prior or contemporaneous oral or written agreement or understanding. Agency's confidentiality obligations under this Agreement will survive the termination of its participation in the CVM Centralized System.

**Local CVM Site/Host Agency:**

\_\_\_\_\_

CVM System Manager

\_\_\_\_\_

Date

Print Name: \_\_\_\_\_

:

\_\_\_\_\_

Executive Director, CVM Host Agency

\_\_\_\_\_

Date

Print Name: \_\_\_\_\_

**CVM National Office:**

\_\_\_\_\_

Jennifer Brandon  
CVMN Executive Director

\_\_\_\_\_

Date



## Exhibit A

### Data Confidentiality & Security Policy

Community Voice Mail National Office (CVMN) is the custodian of the CVM Centralized System, which includes a voicemail system and a web-based client database. CVMN will protect the security of the database and the sensitive client information it may contain by doing the following:

1. Work with established vendors who uphold confidentiality and privacy laws and who implement standard security practices as part of contracted services. For a summary of the security practices for the centralized CVM database adopted by Community TechKnowledge, see: <http://www.communitytech.net/solutions/117/>.
2. Attempt to design and implement systems which limit the ability of CVM sites/affiliates to access each others' data through appropriate access controls, permissions & report filters.
3. Limit access by CVM staff and tech support personnel to such access as is necessary or appropriate to administer the system, monitor for abuse (visual only) and conduct analysis for aggregate reporting.
4. Sign and uphold a *Data Confidentiality & Security Agreement* with all CVM Host Agencies who are participating in the CVM Centralized System which includes the requirement that all Host Agencies, and relevant staff, agree to comply to all applicable federal, state, county and municipal laws, regulations, rulings and orders (collectively, "Laws") that relate to the protection of sensitive client information ("Sensitive Information") and/or the need or advisability of obtaining client consent relating to any Sensitive Information.
5. Require that before access will be granted to the CVM Centralized System's online database, one or more members of its staff and one or more members of the staff at each agency participating in the CVM program through the auspices of Host Agency must sign a *Database User Agreement*.
6. Recommend that a *Participating Agency Agreement* be signed by all participating agencies who receive CVM voicemail boxes to distribute, and require the use of such agreements if deemed appropriate.
7. Recommend that a *Client Agreement of Understanding*, be signed by all end-users/clients who receive a CVM voicemail box, and require the use of such agreements if deemed appropriate.
8. Recommend that the Host Agency, including one or more members of its staff and one or more members of the staff at each agency participating in the CVM program through the auspices of Host Agency, not enter identifying information such as name, SSN or DOB for victims of domestic violence and/or any client who does not provide written consent. Relevant demographics, objectives and outcomes should still be entered into the system.



## Exhibit B

# Community Voice Mail Centralized System Database User Agreement

**As an individual who enters data or runs reports (“user/users”) on the CVM Centralized System, I understand and agree to the following:**

1. “CVM Centralized System” refers to all components of the web-based CVM Voicemail System, including Cisco Unity and the Community TechKnowledge Online Data Manager.
2. “Client” refers to the end-user/recipient of the voicemail service.
3. The CVM Host Agency and its Participating Agencies are bound by various restrictions regarding sensitive client information. The undersigned User is aware of and agrees to abide by all applicable federal, state, county and municipal laws, regulations, rulings and orders (collectively, “Laws”) regarding the protection and/or disclosure of sensitive Client information.
4. That the Community Voice Mail National Office (CVMN) recommends that a *Client Agreement of Understanding*, in the form prescribed by CVMN from time to time, be signed by all end-users/clients who receive a CVM voicemail box, and that if CVMN determines it to be appropriate, CVMN may require the use of such agreements.
5. The undersigned User agrees to respect Client preferences with regard to the entry and sharing of Client information.
6. Users have primary responsibility for entry of Client information. The undersigned User agrees to use his/her best efforts to assure that Client information is entered in a truthful, accurate and complete manner.
7. The undersigned User agrees not to use the CVM Centralized System, including its web-based database, in a manner that would violate any law, defraud any person or entity or that would otherwise result in the conduct of any illegal activity.
8. The undersigned User agrees to maintain the confidentiality of Client information in the Centralized CVM Voicemail System in the following manner:
  - User will not share his/her username or password with anyone.
  - User will not use the browser capacity to remember his/her password: User will enter the password each time he or she logs on to the web-based, Centralized CVM Voicemail System.
  - User will use reasonable means to keep his/her password physically secure.

- User will only view, obtain, disclose, or use the database information that is necessary to perform his/her job and in a way that is permitted by applicable laws.
  - User understands that the only individuals who may directly access the CVM Centralized System are authorized Users, and User will take these steps to prevent casual observers from seeing or hearing CVM Client information.
  - User will log off the CVM Centralized System before leaving his/her work area, or make sure that the database has “timed out” before leaving his/her work area.
  - User will not leave unattended any computer that has the CVM Centralized System “open and running.”
  - User will store hard copies of CVM information in a secure file and not leave such hard copy information in public view.
  - User will destroy paper copies of client information when they are no longer needed unless they are required to be retained in accordance with applicable law.
  - User will not discuss or share CVM confidential or sensitive Client information with staff, Clients, or Client family members in a public area, on a phone or on messages where the public or unauthorized persons might overhear the information.
9. User understands that a failure to follow these security steps may result in a breach of CVM Client confidentiality and data security. If such a breach occurs, User’s access to the CVM Centralized System may be terminated and User may be subject to further disciplinary action as defined in the applicable CVM Host Agency’s or Participating Agency’s personnel policy.
10. If User notices or suspects a security breach, User will immediately notify the Director of his/her Agency and the CVM Manager. The CVM Host Agency will notify the CVM National Office.

**I understand and agree to comply with all the statements listed above.**

\_\_\_\_\_  
Centralized CVM Voicemail System User Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Centralized CVM Voicemail System User Signature (*please print*)

\_\_\_\_\_  
CVM Host or Participating Agency