

Terms of Use for GroupTrail

This Terms of Use Agreement ("Agreement") governs your access to and use of GroupTrail (the "Software"), a cloud-hosted software program provided by Multnomah County (the "County"). By accessing or using the Software, you agree to be bound by this Agreement.

1. Definitions

- **Software:** Refers to the [Software Name] cloud-hosted software program and any related documentation, updates, or modifications.
- **User:** Refers to any individual authorized by the County to access or use the Software.
- **Data:** Refers to any information, files, or content uploaded, stored, or processed within the Software, including information entered by other Users.

2. User Account

- Access to the Software is granted solely to authorized Users with valid County credentials.
- You are responsible for maintaining the confidentiality of your credentials and for all activities that occur under your account. This includes not sharing your login ID and password and keeping them secure.
- You must physically type in your password every time you log in. You will not save passwords in auto-complete settings.
- The County reserves the right to suspend or terminate your access if you violate this Agreement including unauthorized use, access, or modification of the Software.

3. Data Access and Use

- The Software contains Data entered by other Users. You are granted access to this Data for official County purposes only.
- You may not use Data for any personal, commercial, or unauthorized purpose.
 - You agree to comply with all applicable laws, regulations, and County policies regarding the handling and use of Data, including confidentiality and privacy requirements.
 - You agree to keep information and data stored within GroupTrail confidential, even if your relationship with the County changes or terminates.
 - Informed client or guardian consent, as documented by a Release of Information form, is required for any data sharing or disclosure of personally identifiable information.
 - If a client or guardian revokes consent or chooses not to sign Release of Information form, all client information must be closed without exception.
 - Only clients that exist as clients under your organization's jurisdiction will be entered into GroupTrail.
- You agree to not knowingly enter data that is inaccurate or misrepresents the client or client base.
- You may not delete client records from GroupTrail. Contact the County for appropriate action.

- You will keep secure any data with protected information that you download or print from the Software and, when it is no longer needed, you will dispose of the material in a manner that protects the client's personal information. You will only download protected information to a device that is secured by strong password requirements and is, preferably, encrypted.
- The Software should only be accessed from your organization's owned network, computers or electronic devices. You agree to obtain permission from the County if there is a circumstance where you need to access the Software on a network outside of the your organization or on devices not owned by your organization, such as when working remotely.

4. Data Privacy

- The County respects the privacy of all Users.
- The County will collect, use, and disclose Data only as permitted by applicable laws and regulations.
- The County will take reasonable measures to protect Data from unauthorized access, disclosure, alteration, or destruction.

5. User Conduct

- You agree not to use the Software in any way that violates any applicable Federal, Oregon, or other law or regulation including copyright and trade secret laws.
- You agree to use the Software for business purposes only.
- You agree not to use the Software to make comments or transmit any material that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable or in anyway discriminatory based on race, color, religion, national origin, ancestry, handicap, age, sex, gender or sexual orientation.
- You agree not to use the Software in any way that could damage, disable, overburden, or impair the Software or interfere with any other party's use of the Software.

6. Intellectual Property

- The Software and all intellectual property rights therein are owned by the County or its licensors. This Agreement does not grant you any ownership rights in the Software.
- You may not copy, modify, distribute, sell, or create derivative works based on the Software.

7. Disclaimer of Warranties

- The Software is provided "as is" without any warranties, express or implied. The County does not warrant that the Software will be uninterrupted, error-free, or secure.

- The County disclaims all liability for any damages arising from the use of the Software.

8. Limitation of Liability

- In no event shall the County be liable for any indirect, incidental, special, consequential, or punitive damages arising from the use of the Software.

9. Termination

- The County may terminate this Agreement or your access to the Software at any time for any reason.

10. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the United States and Oregon.

11. Modifications

- The County may modify this Agreement at any time by posting the modified terms on the Software. Your continued use of the Software after any such modification constitutes your acceptance of the modified Agreement.

By using the Software, you acknowledge that you have read, understood, and agreed to be bound by these Terms of Use.