

# Terms and Conditions for Use of the Client Portal



The Center for Applied Management Practices (CAMP) owns and operates the web-based application [app.elogicgenesis.com](http://app.elogicgenesis.com), which will be called “the application” or “Genesis” in this document. The terms and conditions described below outline acceptable usage of the application for the CLIENTS granted access by licensed users of Genesis. Please read these terms and conditions carefully before utilizing the eLogic Genesis Client Portal

By using the Client Portal to access Genesis, you agree to adhere to these terms and conditions. The Personal Information that we store and collect is used for providing the services described in these terms and conditions. We will not use or share your information with anyone except as described in these terms and conditions.

To access the Client Portal, you will be asked to provide electronic confirmation that you have reviewed these terms and conditions. Your continued access or use of the eLogic Genesis Client Portal shall be deemed your acceptance of these terms and conditions.

## Definitions

### Software

The term “Software” describes the application found at [app.elogicgenesis.com](http://app.elogicgenesis.com). The term “Software” includes any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications to such computer programs and user manuals.

### Client Portal

The term “Client Portal” describes the application found at [app.elogicgenesis.com](http://app.elogicgenesis.com) which is accessed by clients of licensed users of eLogic Genesis.

### User

The term “User” describes any person granted a license to operate eLogic Genesis for any purpose.

### Outcome Scales/Matrices

eLogic Genesis comes pre-loaded with content in the form of Outcome Scales and Matrices. The term “Outcome Scales” describes a continuum of different states or conditions of status used to identify and measure incremental change. The Outcome Scales use a five-point scale, or benchmarks: Thriving, Safe, Stable, Vulnerable and In-Crisis or similar lexicon to measure incremental change for clients. Outcome Scales are used for client assessment and follow-up.

When more than one outcome scale is used, it becomes an Outcome Matrix. All Outcome Scales/Matrices are organized by ten domains: Education and Training (includes Childcare), Employment, Financial Literacy, Food and Nutrition, Health, Housing, Human Services, Income, Childcare and Transportation. All the primary or base Outcome Scales/Matrices are the intellectual property of and copyrighted by CAMP.

No part of the primary or base Outcome Scales/Matrices or Survey Instruments may be reproduced in any form or by any means, mechanical or electronic, or by any information storage or retrieval system or other method, for any use, without written permission of The Center for Applied Management Practices.

## Information Collection and Use

In order to create and maintain user access, eLogic Genesis requires the user to maintain a profile within eLogic Genesis which requires an email address to establish a username. Other identifiable information, including but not limited to your name and phone number may be included in the user profile. The information that we collect may be used to contact you or identify certain activities logged by your user account.

## Confidential Information

User acknowledges that the Software contains proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of eLogic Genesis. During the period these terms and conditions are in effect, and at all times after its termination, User shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by these terms and conditions. Users shall not disclose any such proprietary information concerning the Software, including but not limited to any flow charts, logic diagrams, user manuals and screens, to persons not authorized in the Software License Agreement without the prior written consent of eLogic Genesis staff. eLogic Genesis acknowledges that all client information contained in the software is confidential. eLogic Genesis, its employees, agents and all other persons who are permitted to access the database's confidential data shall maintain the confidentiality of this information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party. If eLogic Genesis wants access to the data for research purposes, it will obtain written permission from User and their Agency and eLogic Genesis will not disclose any data that can be identified as created by or belonging to User or their agency.

## Third Party Disclaimer

eLogic Genesis does not and cannot control the flow of data to or from the software and other portions of the user's network and the Internet. Such flow depends on the performance of the network or internet services provided or controlled by users or third parties. At any time, actions or inactions of User or such third parties can impair or disrupt User's

connections to the user's network or the Internet (or portions thereof). Accordingly, eLogic Genesis disclaims any and all liability resulting from or related to such.

## Friendly Use Environment

As a condition of using the Client Portal, each User agrees not to use the information in the database for any purpose that is unlawful or prohibited by these terms. Additionally, each User agrees not to use eLogic Genesis for any not reasonably intended purpose including the following:

1. To harass, abuse, threaten, or intimidate any person;
2. To communicate with eLogic Genesis Staff or any other users in an abusive or offensive manner;
3. To post or transmit, or cause to be posted or transmitted, any abusive, offensive, profane, pornographic, libelous, defamatory, or obscene information that infringes on any rights of any person;
4. For posting, viewing, or any other use of information that is not permitted under the laws of the jurisdiction where User accesses and uses eLogic Genesis;
5. To share access to eLogic Genesis with any personnel other than appropriate agency personnel or eLogic Genesis Staff.

These and other situations determined to be a violation of these terms and conditions can be used as cause for immediate termination of services with or without warning communicated to the User. eLogic Genesis reserves sole discretion when determining whether or not a User violated these terms and conditions.

## Client Portal

Any person granted access to the eLogic Genesis Client Portal is willingly providing personal information and updates to the system which are not monitored by CAMP or eLogic Genesis employees. Given the sensitive nature of this information, users and their clients will establish, maintain, and uphold Release of Information terms prior to allowing access to and using the Client Portal.

In certain circumstances, users and their agencies may store the release of information within eLogic Genesis. The terms and conditions in the Release of Information forms NOT provided directly by CAMP or eLogic Genesis employees are not covered by these Terms and Conditions and should be considered a separate agreement between the user and the client they are providing access to the system.

If you are a Client Portal user in need of assistance with the Client Portal application, please contact the agency you worked with to establish your account.

If you wish to remove your data stored in the database, please contact [info@appliedmgt.com](mailto:info@appliedmgt.com).

## HIPAA

eLogic Genesis adheres to the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule as established by the Code of Federal Regulations 45 Part 160 and Subparts A and E of Part 164. The entire rule can be found at [HHS.Gov](https://www.hhs.gov).

Each User should contact the agency they worked with to establish their Client Portal account to request information about their HIPAA Policies.

Violations discovered to be occurring knowingly or otherwise will be addressed in accordance with eLogic Genesis's [Privacy Policy](#) and [HIPAA Guidelines](#).

## Termination

eLogic Genesis Staff shall have the right to terminate each User's access to the Software at any time. In the event the User violates any material provision of these terms and conditions; or In the event the User (i) wishes to discontinue using the Client Portal; (ii) violates these terms and conditions; (iii) wishes to permanently delete their or their family's information from the database.

## Assignment

Client Portal Users shall not assign or otherwise transfer their access credentials to anyone. Upon discovery of sharing of account credentials, access will be terminated.

## Indemnity

User and their Agency shall indemnify the Software, its officers, employees and agents, for all damages, costs, and expenses, including attorney's fees, arising from personal injury or property damage to third parties occurring as a result of the use of the Software by a User, including but not limited to the making, using, selling, or exporting of products, processes, or services derived there from. This indemnification shall include, but not be limited to, indemnification for any resulting liability. User's indemnification obligations arising hereunder shall apply irrespective as to whether such damages, costs and expenses arise or are alleged to arise, directly or indirectly, from the participation, whether active or passive, or negligence, whether ordinary or gross, of such parties, their employees, agents or other personnel.

## Children's Privacy Policy

Person's ages 18 and younger are strictly prohibited from using the Software.

eLogic Genesis can be used to track information for children 13 years of age or younger. In the event that a client wishes to disclose information about their children, for example to a case worker to establish eligibility for a government program requiring household information, they have willfully consented to the collection, storage, and responsible use of that information by both the agency they're working with as well as eLogic Genesis staff.

Information collected about children 13 years old and younger include but are not limited to:

- Name (first, last, sur)
- Date of birth
- Postal address
- Social security number
- Email address
- Race/ethnicity
- Housing (size, type)
- Education
- Budget/financial
- Legal records
- Employment
- Program information including:
  - General health
  - Disability status
  - Substance and/or domestic abuse history and treatment
  - HIV/AIDS Status
  - Medical History
  - Service history
- Personal contacts
- Case history notes
- Other documents provided to Users and their Agencies

## Information Use

Children's data stored in eLogic Genesis is utilized for various purposes including informing reports queried by the agency managing the child's client profile, tracking data over time, and updating contact information. These functions are limited to the person(s) responsible for directly managing that electronic profile and are not accessible through the Client Portal at this time.

eLogic Genesis staff will not access children profiles for any reason unless it is necessary for technical issue resolution.

## Information Disclosure

We do not, for any reason, disclose information of any client, regardless of age, without the express written permission of the parent/legal guardian.

In the event that law enforcement is requesting data regarding children, appropriate actions will be taken to provide the data in a timely and law-abiding manner.

## Parent Rights

eLogic Genesis will never prompt the user or child to supply more information than is necessary for the user to carry out the functions of their position.

Parents reserve the right to request data about their child(ren) for review, to revoke further data use, or to request to delete information stored about their child(ren).

## Changes to these Terms and Conditions

We may update our terms and conditions from time to time. Thus, we advise you to review this page periodically for any changes. We will notify you of any changes to these terms and conditions. These changes are effective immediately once they are communicated to our users.

## Contact Us

If you have any questions or suggestions about these Terms and Conditions, do not hesitate to email us at [info@appliedmgt.com](mailto:info@appliedmgt.com)