

# Data Privacy Policy

## Purpose

This policy ensures the security and privacy of data entrusted to Utah's Promise / United Way of Salt Lake (UP/UWSL); the security of information that UP/UWSL collects; and the security of information technology resources that UP/UWSL uses to access data and information. It consists of five sections:

1. Definitions
2. Partner Data Acceptable Use and Confidentiality
3. Contributors and Participants Information Privacy
4. Data Security Safeguards
5. Legal and Regulatory Compliance
6. Document retention and destruction
7. Policy Review and Updates
8. Contact
9. Acknowledgement of receipt

## 1. Definitions

**Personally Identifiable Information (PII)** – Information that can be used to trace an individual's identity, either alone or when combined with other personally identifiable information which is linked or linkable to a specific individual. PII may include an individual's name (first name and last name, or first initial and last name) in combination with one or more of the following: email, phone number, date of birth, home address, social security number, driver's license number, state identification card number, mother's maiden name, electronic identification numbers, electronic signature, financial account number, credit or debit card number, alone or in combination with any required security code, access code, biometric access item, or password that would permit access to a consumer's confidential information.

**UP/UWSL Data** – Any form of information used, generated by, or shared with users, including regulated, protected and/or confidential information.

**Confidential Information** – Any data or information that is not publicly available and is considered sensitive or proprietary. This includes, but is not limited to, financial information, donor lists, employee records, strategic plans, and any other information that could be used to harm the organization or its stakeholders if disclosed. This also includes information belonging to UP/UWSL's clients, donors, customers, and other third-party individuals with whom UP/UWSL transacts.

**Partner Data** -- Data not generated by UP/UWSL which is entrusted to UP/UWSL by UP/UWSL partners. This includes regulated, protected, and/or confidential information.

**Contributors** – Individuals or entities that have contributed to UP/UWSL in any form, including but not limited to monetary donations, volunteer work, advocacy, and staff members of other organizations that UP/UWSL works with. Contributors may also include individuals and entities who have expressed interest in working with UP/UWSL but have not yet done so.

**Program Participants** - Individuals who participate in UP/UWSL programs, activities, or events. This includes, but is not limited to, 211 (and related programs) callers/clients, coordination center clients, community members working

with the Grassroots and Promise Partnership teams, volunteers, and staff members of other organizations that UP/UWSL works with.

## 2. Partner Data Acceptable Use And Confidentiality

UP/UWSL recognizes that solving our most complex social problems requires collaboration with external partners. UP/UWSL uses two types of agreements with partners.

**Data Sharing Agreement (DSA)** - An agreement with an *organization* to facilitate and govern data sharing

**Data Confidentially Agreement (DCA)** - An agreement with an *individual* to facilitate and govern data sharing

UP/UWSL Team members are required to obtain a signed Data Confidentiality Agreement from any individual prior to sharing or discussing Confidential Information and Partner Data, unless an agreement with the individual's organization covers privacy concerns for that individual. For example, a vendor may sign a Master Services Agreement that facilitates and governs data sharing with any individual in that organization; in this case, a separate DCA with specific employees would not be needed.

Signed Data Confidentiality Agreements shall be stored in the Customer Relationship Management tool, linked directly to the individual's record. Each team will have a designated role responsible for ensuring Data Confidentiality Agreements are signed for the relationships that team manages.

Non-PII organizational data may be licensed on a per-case basis by partners through a Data Sharing Agreement.

Any direct or indirect disclosure of Confidential Information or Partner Data to those outside of UP/UWSL could cause the public to lose trust in UP/UWSL, or do damage (monetary or otherwise) to UP/UWSL's mission and reputation, and is expressly prohibited. For the purposes of this policy, Confidential Information shall not include information that:

- I. Is readily available to the public in the same or an equally useable form as that maintained by UP/UWSL
- II. Has been lawfully received from an independent third party without any restriction and without any obligation of confidentiality
- III. Has been independently developed without access to or knowledge or use of Confidential Information, for example a report created from independent research of publicly available data

UP/UWSL maintains public annual reports, online dashboards on success measures, and communications resources that are available for staff, Board members, and partners to describe needs and successes.

UP/UWSL Partner Data and Confidential Information shall not be used in communications with media, funders, or the public without the written permission of the data provider(s). Whenever possible, data should be shared with context and acknowledgement of shared accountability for results. Users shall not directly or indirectly, in any capacity, make known, disclose, furnish, or make available any of UP/UWSL's Confidential Information to any other party other than in the proper performance of the one's authorized job duties, or unless such party is an approved partner with legitimate interest in the data and has signed a Data Confidentiality Agreement.

Every effort should be made to maintain the privacy of Confidential Information. Pursuant to such maintenance, Users shall:

- I. Attempt in every reasonable way to prevent intentional or unintentional unauthorized use or disclosure of Confidential Information and UP/UWSL Records
- II. Use secure methods to share, transmit, and store Confidential Information and Partner Data
- III. Promptly notify UP/UWSL of an unauthorized use, copying, or disclosure (including unintentional disclosure) of Confidential Information or UP/UWSL Records
- IV. Assist UP/UWSL in every reasonable way to retrieve wrongfully disclosed Confidential Information, or UP/UWSL Records, and/or terminate unauthorized use or disclosure.

Information compiled and presented by an institution about its own programs, initiatives, etc. may be used according to the policies and practices of that institution without restriction. UP/UWSL is not responsible for data use and presentation by other entities about its own programs.

Violation of this policy may result in disciplinary action for team members, including and up to termination of relationship with UP/UWSL, termination of other supports provided by UP/UWSL, and/or legal action. Under certain conditions a User may be required to sign a Non-Disclosure Agreement and/or Data Confidentiality Agreement in addition to this policy.

### 3. Contributors and Participants Information Privacy

Contributors may be requested to provide certain personal information to UP/UWSL, such as home address, phone number, e-mail, and other contact and demographic information. Contributors retain ownership of any data disclosed to UP/UWSL. The primary purpose of obtaining this information is to:

- Allow UP/UWSL to comply with donors' restrictions and designations and to provide donors with charitable gifting tax information
- Enable contributor recognition and communication
- Facilitate fundraising, relationship building, and other engagement opportunities

Program participants may be asked to voluntarily disclose personal demographic information about themselves, including but not limited to age, birthday, race, ethnicity, gender identity, income, employment status, contact information, household composition, education completed and other demographic and contact information.

UP/UWSL is committed to protecting the privacy of all program participants and will not disclose personal information without explicit consent from the participant. Program participants retain ownership of all data they choose to disclose to UP/UWSL about themselves. UP/UWSL team members should inform program participants how their data will be used at the time it is collected.

Information is retained in the Customer Relationships Management tool of UP/UWSL for financial and marketing purposes, to help measure the effectiveness of UP/UWSL programs, and to assist in improving the level of service offered to program participants.

Non-identifiable information about contributors and program participants may be shared without the consent of the contributor/participant (or legal guardians, in the case of minors).

In addition to the guidelines above, UP/UWSL will not disclose personal information of minor program participants without consent from legal guardian. Parents or legal guardians of minors have the right to access the personal information of their children held by UP/UWSL.

## 4. Data Security Safeguards

To protect the confidentiality of personal information, UP/UWSL uses appropriate technical and internal control measures to limit access to and control the retention of the information to ensure its use and access is limited to the above noted purposes. These are outlined in detail in the UP/UWSL Information Technology and Security Policy.

UP/UWSL requires that:

- UP/UWSL will include a provision of confidentiality in contracts and agreements with third parties that have access to contributor information.
- Access to information housed in UP/UWSL systems be dependent on senior management's authorization and the individual's position in the organization and work assignment.
- UP/UWSL not sell or rent contributor information of any kind to outside parties.
- Upon approval of the UP/UWSL Chief Development Officer and CEO, UP/UWSL may purchase/use data about contributors from third party data providers.
- Contributors and participants be able to review their personal information and specify corrections to this information, or request its elimination from UP/UWSL systems. Change requests can be emailed to UP/UWSL's Chief of Staff.
- UP/UWSL retain personal information only as long as necessary for the purposes stated and comply with federal and state record retention requirements.
- Data collected by UP/UWSL be strictly for internal use and uses authorized by this policy only. No one is allowed to download, print, copy, or otherwise reproduce donor lists, program participants, or other information about our organization's contacts/relationships for personal reasons. Any data or information gained, or relationships built, while doing the work of UP/UWSL belongs to UP/UWSL and cannot be taken upon termination or used for other personal reasons.

For incident response and reporting protocol, see UP/UWSL Information Technology and Security Policy, "Security Incident Response" section.

## 5. Legal and Regulatory Compliance

Our organization is committed to full compliance with all applicable data protection and privacy laws and regulations that govern the handling of data, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), the Family Educational Rights and Privacy Act (FERPA), and any other relevant regional, national, and international laws and industry-specific standards. While the Utah Consumer Privacy Act (UCPA) excludes nonprofits as of this writing, UP/UWSL still maintains an understanding of the law's implications and will attempt to honor privacy-related requests from Program Participants and other constituents.

## 6. Document Retention and Destruction

Employees are required to abide by the following rules:

- Paper or electronic documents indicated under the terms of the retention table below will be the responsibility of and will be maintained by appropriate UP/UWSL staff based on role and responsibility.
- Unless needed for ongoing business purposes and reference, all other email and electronic and physical documents will be deleted/destroyed from individual computers, mobile devices, databases, networks, physical storage and back-up storage after three years.

- No paper or electronic documents will be destroyed or deleted if pertinent to any ongoing or anticipated government investigation, proceeding, or private litigation (check with legal counsel or the human resources department for any current or foreseen litigation if employees have not been notified).
- No paper or electronic documents will be destroyed or deleted as required to comply with applicable Federal, State and Local laws or with government auditing standards (Single Audit Act).
- Emails of a personal nature should be deleted from UP/UWSL devices, databases, or networks immediately.

*Record Retention*

The following table indicates the minimum requirements for record retention. Federal awards and other government grants may provide for a longer period than is required by other statutory requirements.

File Category	Item	Retention Period
Accounting and Finance	Accounts Payable ledgers and schedules	7 years
	Accounts/Pledges Receivable ledgers and schedules	7 years
	Annual Audit Reports and Financial Statements	Permanent
	Annual Audit Records, including work papers and other documents that relate to the audit	7 years after completion of audit
	Bank Statements and Canceled Checks	7 years
	Expense Records	7 years
	General Ledgers	Permanent
	Electronic Payment Records	7 years
	Notes Receivable ledgers and schedules	7 years
	Investment Records	7 years after sale of investment
	Insurance policies and contracts	Permanent
Corporate Records	Annual Charitable Permit registrations - State of Utah	7 years after expiration
	Articles of Incorporation	Permanent
	By-laws	Permanent
	Board Meeting and Board Committee Minutes and recordings	Permanent
	Board Policies/Resolutions	Permanent
	IRS Application for Tax-exempt Status (Form 1023)	Permanent
	IRS Determination Letter	Permanent
	State Sales Tax Exemption Letter	Permanent
	Contracts (after expiration)	7 years
Licenses and Permits	7 years after expiration	
Employee Documents	Benefit Plans	Permanent
	Employee Files	Termination + 7 years
	Employment applications, resumes and other forms of job inquiries, ads or notices for job opportunities	3 years
	Forms I-9	3 years after hiring, or 1 year after separation
	Employment Taxes	7 years

File Category	Item	Retention Period
	Payroll Registers and payroll tax returns	7 years
	Time Cards/Sheets	7 years
	Unclaimed Wage Records	7 years
	Retirement and Pension Records	Permanent
Property Records	Lease Agreements	Permanent
	Depreciation Schedules/Asset Inventories	7 years after asset disposed
Tax Records	Tax-Exemption Documents and Related Correspondence	Permanent
	IRS 990 and 990T tax returns	Permanent
	Tax Bills, Receipts, Statements	7 years
	Sales/Use Tax Records	7 years
Grants awarded to UP/UWSL	Original grant proposal	7 years after completion of grant period or longer depending on contractual agreements, applicable laws and/or program needs
	Grant agreement and subsequent modifications, if applicable	7 years after completion of grant period or longer depending on contractual agreements, applicable laws and/or program needs
	Final grantee reports, both financial and narrative	7 years after completion of grant period or longer depending on contractual agreements, applicable laws and/or program needs
	All evidence of returned grant funds	7 years after completion of grant period or longer depending on contractual agreements, applicable laws and/or program needs
	All pertinent formal correspondence including opinion letters of counsel	7 years after completion of grant period or longer depending on contractual agreements, applicable laws and/or program needs
	Report assessment forms	7 years after completion of grant period or longer depending on contractual agreements, applicable laws and/or program needs
	Documentation relating to grantee evidence of invoices and matching or challenge grants that would support grantee compliance with the grant agreement	7 years after completion of grant period or longer depending on contractual agreements, applicable laws and/or program needs
	Documentation of grantee work product and outcomes	7 years after completion of grant period or longer depending on contractual agreements, applicable laws and/or program needs
Contribution Records	Pledge forms, pledge letters and all correspondence related to donor restrictions	7 years after completion of grant period or longer depending on contractual agreements, applicable laws and/or program needs
	Planned giving documents including wills, trusts, annuities, bequests, endowments and correspondence and restrictions pertaining thereto.	Permanent

File Category	Item	Retention Period
Program services records including grants awarded by UP/UWSL	Grantee applications, grantee contracts and addenda, grantee correspondence, grantee outcomes and performance reports, program statistical data and outcomes, data waivers, and research performed and/or published	7 years after completion of grant period or longer depending on contractual agreements, applicable laws and/or program needs

## 7. Policy Review and Updates

This policy is subject to review every three years by the UP / UWSL Finance Committee and Boards of Directors, and to periodic review by our designated data protection team. Internal reviews are conducted at least annually, or more frequently if significant changes to data practices, regulations, or technology warrant immediate attention. Reviews may include incorporating staff or stakeholder feedback, the results of internal audits, and emerging changes in privacy laws and regulations. Certain changes may warrant updates to the UP/UWSL website and/or email communication to constituents or staff, to be determined by UP/UWSL leadership.

## 8. Contact

For inquiries, concerns, or requests related to this policy or data privacy and security at UP/UWSL more generally, please contact [data@utahspromise.org](mailto:data@utahspromise.org).

Adopted this 18th day of January 2024

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Kirk Aubry  
Chair, UP Board of Directors

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Crystal Low  
Chair, UWSL Board of Directors

### Signatures

I have read and understand Utah's Promise / United Way of Salt Lake's Data Privacy Policy. I will neither share nor discuss the Data – verbally or in writing – with any other party (unless that party has signed a data confidentiality agreement substantially similar to this one). I agree that, in explaining our collective impact work, I will use information that is widely available to the general public. Further, I will immediately notify UP/UWSL if I become aware of any actual or potential unauthorized data disclosure and understand that in no case may the Data be shared with the media, funders, and/or the general public, without written permission of the agency that provided the Data. Sharing – whether verbally or in writing – any or all of this Data could result in a termination of relationship with UP/UWSL and/or termination of other supports provided by UP/UWSL and/or legal action. Finally, I understand that even if UP/UWSL does not distribute this Form at a convening where data is discussed, UP/UWSL does not waive the above requirements for confidentiality.

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_