

Appendix J: Sample User Agreement

USER AGREEMENT

Agency Name

Statement of Confidentiality¹⁶

Employees, volunteers, and any other persons with access to the Continuum of Care Clearinghouse/Homeless Management Information System are subject to certain guidelines regarding use of the Clearinghouse. The Clearinghouse contains a range of personal and private information on individuals and all such information must be treated carefully and professionally by all who access it.

Guidelines for use of the Clearinghouse include:

- ◆ Personal User Identification and Passwords must be kept secure and are not to be shared.
- ◆ Informed client or guardian consent, as documented by a **current** standard Clearinghouse Authorization to Release form, is required before entering, updating, editing, printing, or disclosing basic identifying information and nonconfidential service transactions via the Clearinghouse.
- ◆ Only general, nonconfidential information is to be entered in the “other notes/comments” section of the Client Profile on the Clearinghouse. Confidential information, including TB diagnosis, domestic violence and mental and/or physical health information, is not permitted to be entered in this section.
- ◆ Informed client or guardian consent, as documented by a **current** Agency-modified Authorization for Release of Information form with a Clearinghouse Clause, is required before entering, updating, editing, printing, or disclosing information beyond basic identifying nonconfidential information and service transactions.
- ◆ Confidential information obtained from the Clearinghouse is to remain confidential, even if my relationship with _____ (agency name) changes or concludes for any reason.
- ◆ Information beyond basic identifying data, which includes all assessment screens (all screens beyond profile, agency, and community fields), is not to be edited. If an update or correction is needed, a new assessment must be created.
- ◆ Only individuals that exist as clients under the Agency’s jurisdiction may be entered into the Clearinghouse.
- ◆ Misrepresentation of the client base by entering known, inaccurate information is prohibited.
- ◆ Client records are not to be deleted from the Clearinghouse. If a client or guardian of a client chooses to rescind consent to participate in the Clearinghouse, her/his file shall become “inactive.”
- ◆ Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation are not permitted in the Clearinghouse. Profanity and offensive language are not permitted in the Clearinghouse.
- ◆ The Clearinghouse is to be used for business purposes only. Transmission of material in violation of any United States Federal or State of Oklahoma regulations or laws is prohibited and includes material that is copyrighted, legally judged to be threatening or obscene, and considered protected by

¹⁶ The original Statement of Confidentiality should be kept on file at the Agency. Forms on individuals no longer employed by the Agency should be kept on file for five years.

trade secret. The Clearinghouse will not be used to defraud the Federal, State, or local government or an individual entity or to conduct any illegal activity.

- ◆ Any unauthorized access or unauthorized modification to computer system information or interference with normal system operations will result in immediate suspension of your access to the Clearinghouse and may jeopardize your employment status with _____ (agency name).

Failure to comply with the provisions of this Confidentiality Statement is grounds for immediate termination. Your signature below indicates your agreement to comply with this statement of confidentiality. There is no expiration date of this agreement.

_____ Signature	_____ Date	_____ Witness Signature, Title	_____ Date
_____ Printed Name	_____ Date	_____ Witness Printed Name	_____ Date