

Stark County System User Agreement

Agency Name: _____

User Name: _____

(Please Print)

In this Stark County Homeless Management Information System (HMIS) and Coordinated Entry System or the System User Agreement, "Agency" refers to the entity named above. Agency recognizes the privacy of Participant needs in the design and management of the Stark County System. Agency must vigilantly maintain Participant confidentiality, while treating personal data with respect and care.

As the guardians entrusted with this personal data, Stark County System Users have an ethical and a legal obligation to ensure that the data is being collected, stored, accessed and used appropriately. It is also the responsibility of each User to ensure that Participant data is only used for the purposes for which it was collected. Proper User training, adherence to the terms and conditions as stated in the Agency Partner Agreement and a clear understanding of Participant confidentiality are vital to achieving these goals.

All Stark County System Users shall abide by all applicable Participant confidentiality obligations as set forth in the Stark County System policies, the HCCSC System Privacy Notice, any additional privacy notice of Agency, the Agency Partner Agreement and as follows:

- Participant Informed Consent and Release of Information Authorization must be signed by each Participant seen in person whose data is to be entered into the System. Verbal consent must be obtained in situations where the Participant is not seen in person, such as telephone intakes, registrations, and assessments. Participant refusal to sign the consent or verbally agree to data sharing will prevent individual data from being shared. The non-identifying data will still be used in aggregate reports.
- Participant consent may be revoked by that Participant at any time through a written notice.
- No Participant may be denied services for withholding or revoking consent for identifying System data collection.
- Participants have a right to inspect, receive a copy of, and request changes to their Stark County System records.
- Stark County System Users may not share Participant data with individuals or agencies that have not entered into a Stark County HMIS Agency Partner Agreement without obtaining written permission from that Participant, except when verbal consent from the Participant is the only option (unless otherwise required or permitted by law).
- Stark County System Users will maintain Stark County System data in such a way as to protect the identity of Participants and prevent the release of information to unauthorized agencies, individuals or entities. Any System User found to be in violation of the System Policies and Procedures, or the points of Participant confidentiality in the User Agreement may, within the discretion of the Lead HMIS Agency, be denied access to the System and potentially face additional sanctions from Agency.

I affirm the following:

1. I have read and will abide by the terms of the Stark County System policies.
2. I will maintain the confidentiality of Participant data in the Stark County System as outlined above and in the Stark County System policies. Confidentiality requirements extend beyond the termination of this Agreement.
3. I will only collect, enter, access, view and extract data in the Stark County System relevant to the delivery of services to homeless and formerly homeless people or those at risk of homelessness.
4. I will safeguard all system passwords and User codes.
5. This agreement and my system access will terminate upon my separation from employment with the agency or if use of the HMIS is no longer part of my agency responsibilities.
6. I will attend Privacy & Security Training and complete a new System User Agreement annually.
7. If I am a Local Agency Administrator, I (or a designated representative) will contact the System Administrator (lead agency) to terminate System access upon an employee's separation from employment within 24 hours.

Stark County System User Signature

Date