

Continuum of Care Homeless Management Information System (HMIS) End-User Agreement

Agency Name:	Date:	

Staff Name:

Job Title:

Sacramento Steps Forward recognizes the privacy of consumers in the design and management of the Homeless Management Information System (hereafter referred to as HMIS). This design combines the expectation to vigilantly maintain client confidentiality, treating the personal data of our most vulnerable populations with respect and care, with the need to continually improve the quality of homeless and housing services to ultimately eliminate homelessness in our community. HMIS participating agencies, as well as each authorized user within any HMIS participating agency, are bound by various restrictions regarding Protected Personal Information ("PPI"). The employee, contractor, or volunteer whose name appears above is the **User**.

Your user ID and password give you access to both the Sacramento and Yolo County HMIS. Initial each item below to indicate your understanding and acceptance of the proper use of your user ID and password. Failure to uphold the confidentiality standards set forth below is grounds for immediate termination of your access to the HMIS.

As the guardians entrusted with this personal data, HMIS Users have a moral and legal obligation to ensure that the data they gather is being collected, accessed and used appropriately. It is also the responsibility of each User to ensure that client data is only used to the ends to which it was collected, ends that have been made explicit to clients and are consistent with the mission to assist families and individuals in our community to resolve their housing crisis. Proper User training, adherence to the HMIS Policies and Procedures Manual, and a clear understanding of client confidentiality are vital to achieving these goals.

By executing this agreement you agree to abide by the following client confidentiality provisions: (INITIAL)

- 1. _____I understand that I have an obligation to maintain client privacy and to protect and safeguard the confidentiality of a client's PPI. PPI includes, but is not limited to, client's name, address, telephone number, social security number, date of birth, type of care provided, medical condition or diagnosis, veteran status, employment information, and any and all other information relating to the services provided to the client by this or other agencies.
- 2. _____I understand that my User ID and Password give me access to the HMIS.
- 3. _____My User ID and Password are for my use only. I will not share or allow them to be shared with any person for any reason. I will never select the option to have my browser save my HMIS password.
- 4. _____I will take all reasonable means to keep my User ID and Password physically secure to prevent its use by any other person.
- 5. _____I understand that the only individuals who can view information in the HMIS are authorized users and the clients to whom the information pertains.
- 6. _____I understand that not all Users can view all information.
- 7. _____I will only view, obtain, disclose, or use the database information that is necessary to perform my job.
- 8. _____SACRAMENTO USERS: Sacramento Continuum of Care now has shared HMIS system and as a Sacramento HMIS user you may be able to see client's program and service history depending on your access level. As a HMIS User, I understand that I may not lookup a client in the HMIS to know their whereabouts for purposes of outside inquiries or personal use. All outside inquiries must be forwarded to Sacramento Steps Forward.



INITIAL (cont.)

- 9. _____I agree to use the HMIS ONLY for business purposes related to serving the clients of my agency.
- 10. _____I understand that my computer/mobile Devices must have Password protected screensavers set at no more than 15 minute intervals
- 11. _____A computer that has HMIS open and running shall never be left unattended by the person with the authorization to use that computer.
- 12. _____If I am logged into the HMIS and must leave my work area for any length of time, I must log-off the HMIS and close the Internet browser before leaving the work area.
- 13. _____Failure to log off the HMIS appropriately may result in a breach in client confidentiality and system security.
- 14. _____I agree to enter data into the HMIS in accordance to the Partner Agency Agreement, the policies of my agency, and the HUD HMIS Data Standards.
- 15. _____The appropriate *Client's Consent form* must be signed by each client whose data is to be entered into the HMIS.
- 16. _____I will obtain and file a hard copy of such client consent forms as are required by my agency, state and/or federal law and the HMIS. It is recommended that the signed copy also be uploaded to the consumer record in HMIS.
- 17. _____I agree to that I will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals or entities.
- 18. _____Based on the client's response on their Consent Form, I may not share client data with individuals or agencies that have not entered in as a HMIS Participating Agency without obtaining written permission from that client.
- 19. _____l will not discuss client's personal information with anyone in a public area.
- 20. _____Hard copies of HMIS data must be kept in a secure file. I will not leave hard copies in public view, on my desk, or on a photocopier, printer or fax machine. I agree to properly protect and store in a secure location the client specific hardcopy information printed from the Sacramento HMIS or the intake/Assessment/Exit forms. When hard copies of HMIS data are no longer needed, they must be properly destroyed (i.e. shredded) to maintain confidentiality.
- 21. _____If I must save client information from HMIS in a digital format, I agree to save such files and information only in a secure folder or drive that is only accessible to me. Such files will be destroyed when no longer needed.
- 22. _____I will not electronically transmit unencrypted client data across a public network. I understand that Personal identifiable (Name, SSN, DOB) client data cannot be distributed through email.
- 23. _____If I notice or suspect a security breach, I shall immediately notify the designated HMIS Contact person in my agency or the HMIS Analyst employed by Sacramento Steps Forward.
- 24. _____As an HMIS user, I will treat clients and potential clients of my agency and other agencies with respect, fairness, and good faith in obtaining and entering their data.
- 25. _____Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex and sexual orientation are not permitted in the HMIS. Profanity and offensive language are not permitted in the HMIS.



INITIAL (cont.)

- 26. _____All technology equipment (including flash drives, computers, printers, copiers and fax machines) that has been used to access HMIS, and which will no longer be used to access HMIS, must have their hard drives reformatted multiple times.
- 27. _____All technology equipment (including flash drives, computers, printers, copiers and fax machines) that has been used to access HMIS, and is now non-functional, must have their hard drives pulled, destroyed and disposed of in a secure fashion.

HMIS User Code of Ethics

- A. HMIS users must treat all HMIS participating agencies with respect, fairness and good faith.
- B. Each HMIS user should maintain high standards of professional conduct in their capacity as an HMIS user.
- C. HMIS users have the responsibility to relate to the clients of all HMIS participating agencies with full professional consideration.

I have read, understand, and agree to comply with all of the above listed statements. I understand that failure to comply with this user agreement may result in having my access to the HMIS system terminated. There is no expiration date of this agreement. By signing below, you are indicating that you understand and agree to comply with all requirements set forth in this Agreement.

HMIS User Signature

Participating Agency Administrator/Supervisor/Director Printed Name

Participating Agency Administrator/Supervisor/Director Signature

Date

Date