

San Diego County CoC Homeless Management Information System (HMIS)

User Agreement

Purpose

The HMIS recognizes the priority of client needs in the design and management of the HMIS. These needs include both the need to continually improve the quality of homeless and housing services with the goal of eliminating homelessness in San Diego County, and the need to vigilantly maintain client confidentiality, treating the personal data of our most vulnerable populations with respect and care.

As the guardians entrusted with this personal data, HMIS end-users have a moral and a legal obligation to ensure that the data they collect is being collected, accessed, and used appropriately. It is also the responsibility of each employee, volunteer, and any other person with access to the HMIS to ensure that client data is only used to the ends to which it was collected, the ends that have been made explicit to clients and are consistent with the mission of the HMIS, to use the HMIS to advance the provision of quality services for homeless person, improve data collection, and promote more responsive policies to end homelessness in San Diego County.

Proper user training, adherence to the HMIS Policies and Procedures, and a clear understanding of client confidentiality and HMIS user responsibility are vital to achieving these goals.

Client Confidentiality

- A Multiparty Authorization form must be signed by each client whose data is to be shared within the HMIS. Client authorization may be revoked by that client at any time through a written notice.
- No client may be denied services for failure to provide authorization for HMIS data collection. Clients have a right to inspect, copy and request changes in their HMIS records.
- HMIS end-users may not share HMIS client data with individuals or agencies that have not entered into an HMIS Agency Participation Agreement or obtained written permission from that client.
- Excluding information shared in the client profile, HMIS users may not share client data with any agency that is not specified without obtaining a written permission from the client.
- HMIS end-users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals or entities.
- Personal User Identification (User ID) and Passwords must be kept secure and are not to be shared.
- Confidential information obtained from the HMIS is to remain confidential, even if the individual's relationship with the participating agency changes or concludes.
- Misrepresentation of the client data by entering known or inaccurate information is prohibited. Any information that is not given by the client should be marked unknown.
- 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.
- The HMIS is to be used for business purposes only. Transmission of material in violation of Federal or California State regulations or laws is prohibited and includes material that is copyrighted, and/or judged to be threatening or obscene. The HMIS will not be used to defraud the Federal, State, or local government or an individual entity or to conduct any illegal activity.
- Any HMIS end-user found to be in violation of the HMIS Policies and Procedures, or the points of client confidentiality in this User Agreement, will result in immediate suspension of access to the HMIS and may jeopardize your employment status with the participating agency.

Ethics

These general principles form the ethical or professional standards of conduct necessary for access to HMIS. Each end-user shall adhere to the delivery of services with the highest standards of professionalism, integrity, and competence.

1. Treat both clients and fellow employees respectfully, fairly and honestly at all times.
2. Perform all duties in compliance with the spirit and letter of federal, state and local laws and avoid any involvement in illegal, unethical or improper conduct.
3. Conduct duties in conformance with all company policies and procedures.
4. Create a work environment that promotes open and honest communications, and encourages raising ethical concerns without fear of retribution or retaliation.
5. Assume responsibility for knowing, understanding and having a practical working knowledge of the laws and regulations applicable to your job.

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User Responsibilities

- I affirm I have received training in using the HMIS, which is valid for one (1) year. I must attend an HMIS User Refresher training annually.
- I must login to the HMIS within thirty (30) days of receiving training. If I do not login within thirty (30) days of receiving training, I will be required to attend another training.
- I agree to maintain an active user status in HMIS by making sure to login to HMIS at least once every 180 days.
- I have read and will abide by all policies and procedures in the HMIS Policies and Procedures Manual.
- I will maintain the confidentiality of client data in the HMIS as outlined above and in the HMIS Policies and Procedures Manual.
- I will only collect, enter and extract data in the HMIS relevant to the delivery of services to people in housing crisis in the San Diego County region. I agree to use the data within the HMIS only for the purposes of homeless service delivery.
- I understand that my User ID and Password are for my use only and must not be shared with anyone, and I agree to take all reasonable precautions in keeping my password physically secure.
- I agree to refrain from leaving my computer unattended while logged into the system and further agree to log out of the system before leaving my work area.
- I agree to properly protect and store in a secure location client specific hardcopy information printed from the HMIS.
- I agree to notify my Agency Administrator and/or HMIS System Administrator in the case where I suspect that the HMIS security has been compromised.
- I agree, to the best of my ability, to enter and maintain accurate information into the HMIS.

Failure to comply with the provisions of this User Agreement, including Client Confidentiality, Ethics, and Responsibilities, is grounds for immediate termination of access to the HMIS. The signature below indicates an agreement to comply with the client confidentiality and user responsibilities. There is no expiration date of this agreement. My signature indicates that I have read this User Agreement, I am aware of my responsibilities, agree to abide by these standards of ethical conduct, have had the opportunity to ask questions, and agree that when I am in doubt as to the right action, I will seek support and advice from my supervisor or management.

User's Name	
User Signature	
Date	