

**TENNESSEE VALLEY COALITION FOR THE HOMELESS  
HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)  
USER CONFIDENTIALITY AGREEMENT**

I, \_\_\_\_\_, as a condition of my employment or affiliation with \_\_\_\_\_ understand that I must sign and comply with the terms of this Agreement.

By signing this document I understand and agree that:

1. My Member Agency has a legal obligation to maintain client privacy, to protect and safeguard the confidentiality of all clients' individually identifiable health information ("Client Information"). Client Information shall include, but not be limited to, the Client's name, address, telephone number, social security number, type of medical care provided, medical condition or diagnosis, and any and all other information relating to the client's treatment.
2. I will maintain client privacy and protect and safeguard the confidentiality of Client Information in accordance with state and federal laws. During the course of my employment or affiliation, I may see or hear other confidential information such as financial data and business information that my Member Agency maintains as confidential ("Confidential Information").
3. I will disclose Client Information and/or Confidential Information, only if such disclosure is in accordance with my Member Agency policies, and is required to perform my job.
4. I will keep my personal password and user ID to access the TVCH/ECM HOMELESS MANAGEMENT INFORMATION SYSTEM confidential at all times. I will not share this password with anyone including other employees or affiliates of my Member Agency.
5. I will keep my Member Agency's password used to access the Member Agency computer systems or other equipment confidential at all times. I will not share this password with anyone including other employees or affiliates of my Member Agency.
6. I will not access, communicate or view any information other than what is required to perform my job. If I have any question about whether access to certain information is required for me to perform my job, I will ask my supervisor, prior to accessing or viewing the information. I understand that any Confidential Information or Client Information that I access or view at my Member Agency does not belong to me.
7. I will not discuss any information regarding my Member Agency or Clients in any area where unauthorized individuals may overhear such information, including waiting rooms, hallways, elevators and other public areas. *I understand that it is strictly prohibited to discuss any Agency or Client Information in public areas even if a client's name is not used.* I will not disclose any Agency or Client Information to any individual who does not have proper authorization to access such information, including but not limited to, whether the person is a client of my Member Agency or another TVCH/ECM HOMELESS MANAGEMENT INFORMATION SYSTEM Member Agency.
8. I will not make any unauthorized transmissions, communications, copies, disclosures, inquiries, modifications, or deletions of Client Information or Confidential Information. This includes, but is not limited to, removing and/or transferring Client Information or Confidential Information from my Member Agency's computer system or files or the TVCH/ECM HOMELESS MANAGEMENT INFORMATION SYSTEM computer system to unauthorized locations such as my home.
9. I understand that any violation of this Agreement may result in disciplinary action, up to and including termination of my employment or affiliation with my Member Agency, as well as potential personal civil and criminal legal fines and penalties.
10. Upon termination of my employment or affiliation with my Member Agency, I will immediately return all property that was provided to me by my Member Agency for use during my employment or affiliation with the Member Agency HOMELESS MANAGEMENT INFORMATION SYSTEM OR TVCH/ECM HOMELESS MANAGEMENT INFORMATION SYSTEM, including but not limited to keys, documents, books, equipment, end user license and ID badge to the Office Manager or personnel.
11. *I will only access HMIS from computers which are (a) physically present on my Agency's premises (b) owned by my Agency; or (c) approve by my Agency for the purpose of accessing and working with clients. Computers using to access HMIS must be secured in a manner consistent with HMIS policies and procedures.*

**I have read the above agreement and agree to comply with all its terms as a condition of continuing employment by signing below. Also, I agree that my obligations under this Agreement will continue after the termination of my employment or affiliation with this Member Agency.**

Name: \_\_\_\_\_

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

Witness: \_\_\_\_\_

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

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**Contact Information:**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

All users of TVCH's HMIS are automatically entered into our ListServ for updates and notifications. Your information is held with strictest confidentiality, and TVCH does not share or sell our contact information. The only information you will receive through the ListServ emails will relate to your HMIS information, TVCH information, and Continuum of Care updates/information.

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**For TVCH use only:** \_\_\_\_\_  
DATE added to HMIS USER listserv

\_\_\_\_\_  
DATE added to TVCH listserv

