



HMIS USER Policy, Code of Ethics, and Responsibility Statement

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) The Partner Agency and I have 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 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 my employment or affiliation, I may see or hear other confidential information, such as financial data and business information the Provider Agency maintains as confidential ("Confidential Information").
- 3) Users must not decline services to a client or potential client if that person refuses to allow entry of information into HMIS or to share their personal information with other agencies via HMIS.
- 4) Upon the Client's written request, users must allow a Client to inspect and obtain a copy of the Client's information maintained in HMIS. Information compiled in reasonable anticipation of or for use in a civil, criminal, or administrative action or proceeding need not be provided to the Client.
- 5) Client release forms must be retained in a locked, secure location for five years from the date of last service to the Client and then destroyed by shredding or burning. When hard copies of other HMIS Client information are no longer needed, they must be destroyed by shredding or burning to maintain confidentiality.
- 6) I will disclose Client Information and/or Confidential Information only if such disclosure is in accordance with the Provider Agencies policies and is required to perform my job.
- 7) I will keep my password and user ID to access the TVCOC HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) confidential at all times. I will not share this password with anyone, including other employees or affiliates of my Member Agency.
- 8) I will not use the browser capacity to remember my password: I will enter the password each time I Log on to HMIS. I understand this is a basic security precaution not to allow accidental access to HMIS.
- 9) I will ensure I am logged out of HMIS before leaving my work area.
- 10) I will not leave unattended any computer with an active HMIS session.
- 11) Failure to log off HMIS appropriately may result in a breach of Client Confidentiality and system security.
- 12) I will follow TVCEH HMIS Policies and Procedures guidelines and log in to HMIS at least once every 30 days. If I do not meet this minimum guideline, I understand that my account may be deactivated, and I will have to schedule a time to come to the TVCEH Home Office to retake the training to reactivate my account.
- 13) I will keep the Provider Agency's password used to access their computer systems or other-equipment confidential at all times. I will not share this password with anyone, including other employees or affiliates of the Provider Agency.
- 14) I will not access, communicate, or view information other than what is required to perform my job. If I have any questions about whether access to certain information is required to perform my job, I will ask my supervisor before accessing or viewing the information. I understand that any Confidential or Client Information I access or view in HMIS or at the Provider Agency does not belong to me.

- 15) If I notice or suspect a security breach, I will immediately notify the Agency and the System Administrator TVCOC HMIS Department).
- 16) I will not discuss any information regarding the Provider Agency or Clients in any area where unauthorized individuals may overhear such information, including waiting rooms, hallways, elevators, and other public places. *I understand that discussing any Agency or Client Information in public areas is strictly prohibited, 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 the Provider Agency or another TVCOC HOMELESS MANAGEMENT INFORMATION SYSTEM Member Agency.
- 17) 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 the Provider Agency's computer system or files or the TVCOC HOMELESS MANAGEMENT INFORMATION SYSTEM computer system to unauthorized locations such as my home.
- 18) 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.
- 19) Upon termination of my employment or affiliation with the Provider Agency, I will immediately return all property that was provided to me by the provider agency for use during my employment or affiliation with the Provider Agency's HOMELESS MANAGEMENT INFORMATION SYSTEM OR TVCEH 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.
- 20) *I will only access HMIS from computers that are*
- (a) physically present on my Agency's premises*
 - (b) owned by my Agency or*
 - (c) approved by my Agency for the purpose of accessing and working with Clients.*
- Computers used to access HMIS must be secured 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: _____

Contact Information:

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