

Los Angeles/Orange County
Homeless Management Information System (HMIS) Collaborative

HMIS User Agreement

I. Purpose

The LA/OC HMIS Collaborative recognizes the priority of client needs in the design and management of the LA/OC HMIS. These needs include both the need to continually improve the quality of homeless and housing services with the goal of eliminating homelessness in the Los Angeles and Orange County regions, 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 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 user 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 LA/OC HMIS Collaborative, *to use HMIS to advance the provision of quality services for homeless person, improve data collection, and promote more responsive policies to end homelessness in Los Angeles and Orange Counties*. Proper user training, adherence to the LA/OC HMIS Collaborative Policies and Procedures, and a clear understanding of client confidentiality and HMIS user responsibility are vital to achieving these goals.

II. Relevant points regarding Client Confidentiality

- ◆ A client consent form must be signed by each client whose data is to be entered into the LA/OC HMIS.
- ◆ Client consent may be revoked by that client at any time through a written notice.
- ◆ No client may be denied services for failure to provide consent for LA/OC HMIS data collection.
- ◆ Clients have a right to inspect, copy and request changes in their LA/OC HMIS records.
- ◆ HMIS Users may not share client data with individuals or agencies that have not entered into an HMIS Agency Agreement with the LA/OC HMIS Collaborative and obtained written permission from that client.
- ◆ Excluding information shared in the client profile, HMIS users may not share client data with any connecting agency that is not specified in their agency's interagency, data shared form without obtaining a written permission from the client.
- ◆ HMIS Users will maintain LA/OC 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 LA/OC HMIS is to remain confidential, even if my relationship with _____(shelter name) changes or concludes for any reason.
- ◆ Misrepresentation of the client data by entering known, inaccurate information is prohibited. Any information that is not given by the client should be mark unknown.
- ◆ Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex and sexual orientation are not permitted in the LA/OC HMIS. Profanity and offensive language are not permitted in the LA/OC HMIS.
- ◆ The LA/OC HMIS is to be used for business purposes only. Transmission of material in violation of any Federal or California State regulations or laws is prohibited and includes material that is copyrighted, and/or legally judged to be threatening or obscene. LA/OC 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 User found to be in violation of the LA/OC HMIS collaborative Policies and Procedures, or the points of client confidentiality in this User Agreement, will result in immediate suspension of your access to the LA/OC HMIS and may jeopardize your employment status with _____(shelter name).

III. User Responsibilities

I affirm the following:

1. I have received training in how to use the LA/OC HMIS.
2. I have read and will abide by all policies and procedures in the LA/OC HMIS Collaborative Policies and Procedures Manual.
3. I will maintain the confidentiality of client data in the LA/OC HMIS as outlined above and in the LA/OC HMIS collaborative Policies and Procedures Manual.
4. I will only collect, enter and extract data in the LA/OC HMIS relevant to the delivery of services to people in housing crisis in Los Angeles and Orange County region.
5. I understand that my User ID and Password are for my use only and must not be shared with anyone.
6. I agree to take all reasonable precautions in keeping my password physically secure.
7. I agree to use the data within the LA/OC HMIS only for the purposes of homeless service delivery.
8. 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.
9. I agree to properly protect and store in a secure location client specific hardcopy information printed from the LA/OC HMIS.
10. I agree to notify my Agency Administrator or HMIS System Administrator in the case where I suspect that LA/OC HMIS security has been compromised.
11. I agree, to the best of my ability, to enter and maintain accurate information into the LA/OC HMIS.

Failure to comply with the provisions of this User Agreement is grounds for immediate termination of access to the LA/OC HMIS. The signature below indicates an agreement to comply with the client confidentiality and user responsibilities. There is no expiration date of this agreement.

Agency Name

User First and Last Name (Print)

User Signature

Date Signed

Agency Administrator First and Last Name (Print)

Agency Administrator Signature

Date Signed

I have read the aforementioned consent and waiver for data entry into the LA/OC HMIS and thoroughly understand that this technology is for LA/OC HMIS purposes only.