

Homeless Management Information System (HMIS) USER AGREEMENT	Page 2 of 6
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NAME _____ ACCESS LEVEL _____

Service Provider/Program(s) _____

USER AGREEMENT

For IHFA Homeless Management Information System (HMIS).

Recitals:

The Idaho Housing and Finance Association (IHFA) Homeless Management Information System (HMIS) of choice is ServicePoint. ServicePoint (trademarked and copyrighted by Bowman Internet Systems, Inc.) is a client information system that provides a standardized assessment of a Client’s needs, creates individualized service plans and records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers, identify gaps in the local service continuum and develop outcome measurements.

IHFA has instituted the use of HMIS in response to the requirements of the United States Congress under the HUD Appropriations Act HR_2620 and as directed by the United State Department of Housing and Urban Development (HUD) requiring the implementation and operating of management information systems for purposes of collecting unduplicated counts of homeless people and analyzing patterns of use of assistance funded by the federal government.

IHFA is the owner and operator of IHFA Homeless Management Information System (HMIS). IHFA serves as the system administrator for the HMIS system under the terms of this Contract.

The Service Provider is assisting homeless persons and therefore is a participant in using the HMIS for individual recipients (the "Client").

The Parties hereto agree to following terms and conditions, which include the recitals.

GENERAL SECTION

Service Providers may share information for provision of services to eligible homeless persons through a networked infrastructure.

Service Providers shall at all times have rights to the data pertaining to their Clients that was created or entered by them in the HMIS, subject to requirements under the law. Service Providers shall be bound by all restrictions imposed by the Service Provider’s Clients pertaining to the use of PPI².

It is a Client's decision about which information entered into the HMIS shall be shared and with which affiliated Service Providers¹. The Client Consent & Release of Information Authorization shall be signed if the Client agrees to share information with any HMIS affiliated Service Provider¹.

Minimum data entry on each consenting Client will be: (Refer to Policy & Procedures for specific fields)

ClientPoint Section:

- Client Profile
- HUD40118 Assessment
- Household relationships
- Release of Information
- Entry/Exit

Service Transactions:

- Client Needs Provided
- Referred (Mainstream resources)
- Unmet (GAPs Analysis)

ShelterPoint Section – Bed use.

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Data necessary for the development of aggregate reports of homeless services, including services needed, services provided, referrals and Client goals and outcomes should be entered to the greatest extent possible, subject to the Client's consent or restrictions.

The HMIS system is a tool to assist Service Providers in focusing services and locating alternative resources to help homeless persons. Therefore, the Service Provider staff should use the Client information in the HMIS system to target services to the Client's needs.

USER RESPONSIBILITY

Your User ID and Password give you access to the Idaho Statewide HMIS system. 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 from the HMIS system and may be subject to further penalties including but not limited to legal action.

(Acknowledge by initialing)

_____ **My User ID and Password are for my use only and must not be shared with anyone, I must take all reasonable means to keep my Password secure.**

_____ I understand that the only individuals who are allowed to view information in the HMIS system are authorized users and the Clients to whom the information pertains.

_____ I may only view, obtain, disclose, or use the database information that is necessary to perform my job.

_____ If I am logged into HMIS and must leave the work area where the computer is located, I **must lock-up or log-off** of HMIS before leaving the work area. A computer that has HMIS open and running shall never be left unattended. Failure to lock up or log off HMIS appropriately may result in a breach in Client confidentiality and system security.

_____ Hard copies of HMIS information, if needed, must be kept in a secure file.

_____ When hard copies of HMIS information are **no longer needed**, they must be properly destroyed.

_____ If I notice or suspect a security breach, I must immediately notify the Service Provider

Administrator for The HMIS system or the System Administrator.

_____ Any person or Service Provider that is found to violate their agreement may have their access rights terminated and may be subject to further penalties including but not limited to legal action.

USER CODE OF ETHICS

- A. HMIS Users must treat affiliated Service Providers¹ with respect, fairness and good faith.
- B. Each HMIS User should maintain high standards of professional conduct in the capacity as a HMIS User.
- C. The HMIS User has primary responsibility for his/her Client(s).
- D. HMIS Users have the responsibility to relate to the Clients of other Service Providers with full professional consideration.

I understand and agree to comply with all the statements listed above.

HMIS User Signature Date

Service Provider Administrator /System Administrator Signature Date

NOTE: The User Agreement Forms will be retained by the Service Provider Administrator or the System Administrator for a period of time not less than the duration the User has an User ID and password.

¹ All entities that have agreements to access the HMIS system as administered by IHFA, as well as IHFA and HUD.

² Protected Personal Information: Any information that can be used to identify a particular individual. Protected Personal Information includes without limitation a Client's name, Social Security Number, Date of Birth, and such personal identifying information that identifies directly, indirectly, by linking with other identifying information to identify a specific individual, or can be manipulated by a reasonably foreseeable method to identify an individual

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CLIENT CONSENT & RELEASE OF INFORMATION AUTHORIZATION

For IHFA Homeless Management Information System (HMIS).

(Service Provider Name) _____ is an affiliated service provider¹ in the ServicePoint-Idaho homeless management network. ServicePoint is a shared homeless and housing information system administered by the Idaho Housing and Finance Association (IHFA) in order to comply with federal government requirements. This network can improve the services and programs available to individuals (and families) like you by allowing authorized personnel using the network to identify, coordinate, and evaluate the services you need.

The ServicePoint-Idaho network system uses the latest and most sophisticated network security systems available to ensure your confidentiality. The information that is collected in the HMIS database is protected by limiting access to the database and by limiting with whom the information may be shared. Every person and service provider that is authorized to read or enter information into the database has signed an agreement to maintain the security and confidentiality of the information. Any person or agency that is found to violate their agreement may have their access rights terminated and may be subject to further penalties.

Any information you provide **will not** be disclosed to any unaffiliated third party² unless authorized by you or required by law. Please read the following statements (or ask to have them read to you), and make sure you have had an opportunity to have your questions answered.

1. Information you provide **will** be entered into the ServicePoint network system;
2. Information may be used for functions related to payment or reimbursement of services when required by a funder;
3. Information you provide **will** help improve and coordinate services that can be offered you;
4. Information you provide concerning physical or mental health problems **will not** be shared with other affiliated Service Providers¹, unless authorized by you.
5. Protected Personal Information³ **will not** be disclosed to any third-party², unless authorized by you;
6. Protected Personal Information³ **will not** be disclosed to any State or Federal Agency except as required by law or to avoid a serious threat to health or safety;
7. Failure to provide the requested information may limit the Service Provider's ability to provide services or refer you to other necessary services; and
8. If I revoke my authorization, all information about me already in the ServicePoint-Idaho network system will remain, but will become invisible to all affiliated service providers.

¹ All entities that have similar agreements to access the ServicePoint system as administered by IHFA, including IHFA and HUD

² Any entity or individual other than your Service Provider and the System Administrator as called for under the HMIS's administrator program.

³ Protected Personal Information: Information about an individual that is of a private nature and neither available to the general public nor obtained from a public record. Protected Personal Information includes without limitation a Client's name, Social Security Number and such personal identifying information.

⁴ Note: The file server, which will contain all Client information, including encrypted identifying Client information, will be co-located at Bowman Internet Systems, Inc. offices at 400 Travis Street, Suite 1900, Shreveport, LA 71101. Access to this system by the company is for technical assistance only, in addition the HMIS system administrator at IHFA shall have access for it's Administrative and reporting purposes.

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CLIENT CONSENT & RELEASE OF INFORMATION AUTHORIZATION
Continued

As you receive services, your file will be updated. This information **will only be** collected so that the U.S. Department of Housing and Urban Development, Idaho Housing and Finance Association and the Service Provider network can:

1. Monitor program effectiveness;
2. Assist in coordinating service delivery systems;
3. Improve the quality of care and services for homeless individuals and families; and,
4. Prepare reports and statistical information without Protected Personal Information³.

PLEASE CHECK ONE OF THE FOLLOWING DISCLOSURE STATEMENTS

This Service Provider may share information on the ServicePoint network system with other affiliated Service Providers¹. This authorization constitutes a release of information that is valid for six (6) years unless I provide written notice to this Service Provider terminating this authorization. If I revoke my authorization, all information about me already in the ServicePoint-Idaho network system will remain, but will become invisible to all affiliated service providers.

OR

This Service Provider must not share any personal, Protected Personal Information³ about me with any other affiliated party.

OR

I only authorize this Service Provider to share information with the following Service Providers:

1. _____ 2. _____
3. _____ 4. _____
5. _____ 6. _____

Client Name (First, Middle, Last) _____

Client Signature _____ Date _____

Service Provider Personnel _____ Date _____

Homeless Management Information System (HMIS) Grievance Procedure Form (Word DOC)	Page 6 of 6
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For IHFA Homeless Management Information System (HMIS).

If you believe that you have not received the assistance you desire concerning your personal or private data held in the Idaho HMIS, please send a written complaint to:

Director: _____
 Agency Name: _____ Address: _____
 Phone: _____

This agency is prohibited from retaliating against you for filing a complaint.
Your information and complaint will be kept confidential! This agency is required by law to maintain the privacy of your protected personal information and to provide you with a grievance procedure.

If you believe your grievance has not been sufficiently resolved by your agency you may make a complaint to:

Idaho Housing and Finance Association
 Attention: **HMIS** Grievance
 PO Box 7899
 Boise, ID 83707-1899

IHFA will attempt a voluntary resolution of the complaint.

NOTE that IHFA does **not** provide legal services.

GRIEVANCE FORM

Your Name: _____ Date: _____
 Address: _____

 Phone number: _____

Agency: _____

Complaint:

