

# Nashville-Davidson County HMIS: End User License Agreement



<b>Agency Name:</b>
<b>Your Name and Title:</b>
<b>Your E-mail Address:</b>

The design and management of the Homeless Management Information System (HMIS) recognizes the importance of client privacy and data security. As our community works to continually improve the quality of housing services with the goal of eliminating homelessness, the need to vigilantly maintain client confidentiality and to treat personal data with respect and care is paramount. As the guardians entrusted with this personal data, HMIS users have a moral and a legal obligation to ensure that the data they enter 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. These uses should be made explicit to clients and be consistent with the mission to assist families and individuals to resolve their housing crises. Proper user training, adherence to the [HMIS Policies and Procedures Manual](#), and a clear understanding of client confidentiality are vital to achieving these goals. As stated in the [HMIS Proposed Rule](#), the sanctions for violating the HMIS Participation Agreement include imposing a financial penalty, requiring completion of standardized or specialized training, suspending or revoking user licenses, suspending or revoking system privileges, or pursuing criminal prosecution.

By executing this agreement, you affirm your understanding of and agree to abide by these provisions.

**Please read and initial the following statements:**

	End Users must obtain the appropriate level of consent (written release of information) or verify that there is an active consent form on file from all clients for whom they are entering or accessing client data in HMIS. (Policy 5.1)
	End Users' usernames and passwords are not to be shared. (Policy 6.2)
	End Users must be trustworthy with sensitive and confidential information, ethical in behavior and practices, safety and security conscious, reliable, and in good standing with their employer and in compliance with the HMIS policies and procedures. (Policy 3.5)
	Client refusal to provide consent for data sharing in HMIS will not affect their ability to receive services from an HMIS Participating Agency. Client consent to share data in HMIS may be revoked by that client at any time through a written notice. (Policy 5.2)
	All clients entered into HMIS have a right to view information within their electronic HMIS record and to have a copy of that information provided to them. (Policy 5.4)
	HMIS Users will diligently maintain HMIS data privacy to protect against revealing the identity of clients to unauthorized agencies, individuals or entities. (Policy 6.1)
	Inactivity, consistently poor data quality, lack of attendance at required training, or any violations of the HMIS Policies and Procedures Manual may lead to corrective action, including license inactivation. (Policy 4.6)
	All HMIS related inquiries and requests for technical assistance must be submitted to the HMIS Help Desk: <a href="mailto:HMISHelp@nashville.gov">HMISHelp@nashville.gov</a> . (Policy 8.1)
	I have received the HMIS New User Training.
	I have read and agree to abide by all policies and procedures in the HMIS Policies and Procedures Manual.
	I will maintain the confidentiality of client data in HMIS as outlined in the HMIS Policies and Procedures Manual.
	I will only collect, enter and access data in HMIS relevant to the delivery of services to people experiencing a housing crisis.
	I affirm that I have never plead nolo contendere (no contest) nor have I ever been found guilty of any identity theft or stalking-related crimes.

Your signature below indicates your agreement to comply with this contract. There is no expiration of this agreement.

<b>End User's Signature:</b>	<b>Date:</b>
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