

## KnoxHMIS New End-User License Agreement

**Staff** (Print Full Name): \_\_\_\_\_ of **Agency** (Print Agency Name): \_\_\_\_\_

Each KnoxHMIS End-User is bound by the restrictions regarding Client information stated in this document, in addition to any Federal, State, and Local regulations. This End-User License Agreement is a contract between the above-named individual ("User") and KnoxHMIS.

KnoxHMIS Clients decide what information, if any, is entered into KnoxHMIS, as well as which pieces of information are to be shared, and with which Partner Agencies. A **Client Consent/Release of Information** form (ROI) shall be signed by each Client before any identifiable Client information is entered in KnoxHMIS and/or designated for sharing with any Partner Agencies. Users shall fully review with each Client the KnoxHMIS **Notice to Clients of Uses and Disclosures** ("Notice") prior to obtaining the Client's signature and ensure that the Client fully understands the information contained in the Notice (e.g. securing a translator if necessary).

### USER CODE OF ETHICS

- Users must maintain current knowledge of KnoxHMIS policies and procedures and be prepared to answer Client questions regarding KnoxHMIS.
- Users must respect and accurately record Client preferences regarding the sharing of Client's information, by designating any restrictions on the Client's ROI, and document preferences in KnoxHMIS.
- Users must allow Clients to request changes to their information-sharing preferences.
- Users must not refuse services to existing or potential Clients who do not want their information stored in KnoxHMIS, or who have declined to share their personal information with Partner Agencies via KnoxHMIS.
- Users accept primary responsibility for the information they collect from Clients and enter into KnoxHMIS. Information must be according to Clients' self-reporting and complete to the best of User's knowledge.
- Users will not solicit information from or enter information about Clients in KnoxHMIS unless the information is required for a legitimate purpose such as to provide services to the Client.
- Users will add current client information as associated with the User's agency/program and will not delete or alter other data associated with other partner agencies.
- Users must update Client information as provided at the Agency intake.
- Users will not use KnoxHMIS database for any violation of any law, to defraud any entity, or conduct any illegal activity.
- Users must allow Clients—upon Client's written request—to inspect and obtain a copy of the Client's information maintained within KnoxHMIS. Information compiled in reasonable anticipation of, or for use in, a civil, criminal, or administrative action or proceeding is not required to be provided to the Client.
- Users must permit Clients to file written complaints regarding the use or treatment of their information within KnoxHMIS, as stated in the Notice. Filing a complaint must not impact Client care or result in retaliation.

### USER RESPONSIBILITY, UNDERSTANDING, AND AGREEMENT

KnoxHMIS users are given licensed access to the KnoxHMIS software via usernames and passwords. Users are responsible for maintaining the security of HMIS information, including the maintenance and security of the equipment upon which they enter and view HMIS information. Failure to uphold the security and confidentiality statements set forth in this User Agreement is grounds for immediate termination of the User's license, and may result in disciplinary action from the Partner Agency as defined in the Partner Agency's personnel policies.

**My initials by each statement listed below, and signature hereto, indicate my understanding of and compliance with each statement, and my agreement to maintain the confidentiality of Client information in KnoxHMIS:**

\_\_\_\_\_ My username and password are for my use only and will not be shared with anyone; sharing of KnoxHMIS user licenses is expressly prohibited.

\_\_\_\_\_ I will not allow Web browsers to remember my password; I will enter my password each time I log into KnoxHMIS.

- \_\_\_\_\_ I will keep my password secure and never store it where others may access it.
- \_\_\_\_\_ I will only view, obtain, disclose, and/or use the KnoxHMIS information that is necessary to perform my job.
- \_\_\_\_\_ I understand that the only individuals who may directly access Client information are licensed KnoxHMIS users. I will prevent casual observers from seeing or hearing information about Clients in KnoxHMIS.
- \_\_\_\_\_ I will log out of the KnoxHMIS before leaving my work area for any amount of time, or lock my computer before leaving my work area.
- \_\_\_\_\_ I will not leave any computer unattended that has the KnoxHMIS database open.
- \_\_\_\_\_ I will keep my computer monitor positioned so that persons not licensed to use KnoxHMIS cannot view it.
- \_\_\_\_\_ I will store hard copies of KnoxHMIS information in a secure file and not leave such hard copy information unsecured on my desk, photocopier, printer, or fax machine.
- \_\_\_\_\_ I will properly shred hard copies of KnoxHMIS information when they are no longer needed, unless they are required to be retained in accordance with applicable law.
- \_\_\_\_\_ I will properly store any resources containing digital copies of KnoxHMIS information in a secure location to prevent loss or theft. This includes USB drives, CD, portable media, laptops, and/or tablets.
- \_\_\_\_\_ I will not discuss confidential, KnoxHMIS Client information with staff, other Clients, or Client family members in a public area.
- \_\_\_\_\_ I will not discuss confidential, KnoxHMIS Client information on the telephone in any areas where the public might overhear my conversation.
- \_\_\_\_\_ I will never use Client names or Personally Identifiable Information in any communications, including email, text message, and voicemail. I will instead only use Client HMIS ID numbers to communicate regarding Clients.
- \_\_\_\_\_ I will keep answering machine volume low so that any Personally Identifiable Information recorded by callers is not overheard by the public or unauthorized persons.
- \_\_\_\_\_ I will not access KnoxHMIS information on equipment that has not been approved for this purpose (e.g., personal devices such as mobile phones, computers, or tablets).
- \_\_\_\_\_ I will maintain my equipment and the environment in which I use KnoxHMIS to protect data privacy and security. This includes regular updating and patching of computer systems.
- \_\_\_\_\_ I understand that a failure to follow these security steps may result in a breach of Client confidentiality and KnoxHMIS security, termination of my KnoxHMIS license, and/or further disciplinary action as defined in the Partner Agency's personnel policy.
- \_\_\_\_\_ I will immediately notify the Director of my Agency and the KnoxHMIS staff if I suspect a security breach.
- \_\_\_\_\_ I understand that knowledge of applicable laws, regulations, and ethical guidelines governing data privacy are my responsibility, and agree to keep my knowledge and understanding of these restrictions current.

\_\_\_\_\_  
KnoxHMIS End User Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
KnoxHMIS User's Full Name (*print*)

\_\_\_\_\_  
Partner Agency Supervisor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Partner Agency Supervisor's Full Name (*print*)