User Agreement

Name (End User): _____

Service Provider: _____

RECITALS

Idaho Housing and Finance Association (IHFA) has instituted the use of the Community Management Information System (CMIS) in response to requirements of the United States Congress and Department of Housing and Urban Development (HUD) which mandate the use of a homeless management information system by agencies operating federally-funded homelessness assistance projects. However, federal regulations restrict the entering of information of persons served by organizations whose primary mission is to serve victims of domestic violence into an HMIS. This necessitates the implementation and operation of a management information system separate from, but comparable to, databases used by and for other homeless service providers (HMIS), for purposes of collecting unduplicated counts and analyzing patterns of use of assistance funded by the Federal Government. The CMIS is considered a comparable database. CMIS and HMIS are separate systems recording the same data standards (HUD HMIS Data and Technical Standards) as required by HUD.

IHFA's system of choice for CMIS is ServicePoint. ServicePoint (trademarked and copyrighted by WellSky) is a client information system that records the use of housing and services which communities can use to determine the utilization of services of participating Service Providers[1], identify gaps in the local service continuum, and develop standardized measurements and report outcomes.

IHFA is the owner and operator of the Community Management Information System (CMIS). IHFA has been designated as the CMIS Lead for the Idaho Balance of State Continuum of Care and serves as the system administrator for CMIS under the terms of this Agreement.

The Service Provider is assisting persons experiencing or at risk of homelessness and is therefore a participant in using HMIS for individual recipients (hereafter referred to as the "Client (s)").

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

GENERAL SECTION

Sharing of CMIS data among Domestic Violence Service Providers is prohibited. Service Providers shall at all times have rights to the data pertaining to their Clients that was created or entered by them in the CMIS, 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 Protected Personal Information[2] (PPI).

IHFA understands and abides by the **Violence Against Women Act (VAWA) Section 3 and Family Violence Prevention Service Act (FVPSA) confidentiality provisions to protect victim information** which prohibit sharing personally identifying information about victims without informed, written, reasonably time-limited consent. These confidentiality grand conditions also prohibit programs from asking survivors to share personally identifying information as a condition of service. Additionally, no program can share personally identifying information to comply with Federal, Tribal, or State reporting, evaluation, or data collection requirements. These provisions allow survivors to request that a victim service provider share their personal confidential information for a specific purpose through a time-limited, informed, and written release. The release of information (specific and time-limited) must be for services requested by the survivor and they must be fully informed of all possible consequences of disclosure, as well as alternative ways to obtain the service they are requesting.

The CMIS Client Consent & Release of Information Authorization shall be signed by all clients who are of the legal age of 18 at the time of entry into the Service Provider's program.

CMIS 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 CMIS to target services to the Client's needs. 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.

USER RESPONSIBILITY

Your User ID and password give you access to CMIS for the Idaho Balance of State Continuum of Care. Initial each item below to indicate your understanding and acceptance of the proper use of your User ID and password. Failure to uphold the standards set forth below is grounds for immediate termination from the CMIS system and may be subject to further penalties including, but not limited to, legal action.

_____ **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 CMIS are authorized users and the Clients to whom the information pertains.

_____ I understand that all Service Providers, Users, and Agencies are bound by all applicable federal and state Confidentiality regulations and laws that protect the Client records that will be entered into CMIS.

_____ I understand that I may not release any confidential information from CMIS to any organization or Individual. Any requests for a release of PPI, including court orders and subpoenas, shall be referred to IHFA.

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

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

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

_____ When hard copies of CMIS 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 CMIS 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.

_____ I understand that to maintain the security of CMIS my computer must install system updates at least every 30 days and be equipped with antivirus software that scans my computer regularly as well as a password-protected screensaver that times out during periods of inactivity.

USER CODE OF ETHICS

1. I will maintain high standards of professional conduct in my capacity as a CMIS User.
2. I will maintain the confidentiality of client data as outlined above and in the CMIS Policy and Procedures Manual.
3. I will treat affiliated Service Providers and their Clients with respect, fairness, and good faith.

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

CMIS User Signature	**Date**
CMIS Lead Agency Signature	**Date**

NOTE: The User Agreement Forms will be retained by the CMIS Lead for a period of time not less than the duration the User has a 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.