
HMIS End User License Agreement (EULA)

Agency Name

Your Name

People with access to Wellsky's Community Services software (CSS), formerly "ServicePoint", are referred to in this document as "End Users." All End Users are subject to the responsibilities specified below.

1 CSS End User Roles & Responsibilities

1. Unless waived in writing by the County System Administrator (a designated staff member at your HMIS Lead Agency), End Users must provide a valid email address to the HMIS Lead Agency or Primary System Administrator for communication and End User profile setup purposes.
2. End Users will be familiar with and abide by all applicable federal, state and local data collection requirements, data standards, data completeness, accuracy and timeliness requirements, privacy and confidentiality rules and policies and procedures for HMIS and CSS.
3. Passwords
 - a. End Users will access CSS only with their own unique username and password and keep this information private and secure.
 - b. End Users will password protect all electronic files (e.g., .csv, .xls or .xlsx, .doc or .docx, etc.) containing personally identifying information ("PII") about Service Recipients. Files containing only the numeric client record number do not need to be password-protected.
 - c. End Users will not email passwords along with attached, password-protected files.
 - d. End Users will use strong passwords or passphrases for protection of files, devices and CSS access.
 - e. End Users will not write passwords down or save passwords in internet browser auto-complete settings.
 - f. Should dual factor authentication become available for CSS, End Users will use that in conjunction with strong passwords or passphrases.

- g. End Users will utilize password protected lock screens when stepping away from any device being used to access CSS.
4. End Users will store or dispose of all hardcopy and electronic records containing client information in a manner that protects clients privacy and confidentiality.
5. End Users will avoid storing personally identifying information of Service Recipients on their local computer drive.
6. End Users will log out of CSS when not actively using the system.
7. End Users will only collect, enter, update and extract data that correspond to actual service provision of their Participating Agency within the approved area of service. End Users will never knowingly enter inaccurate data or alter accurate data. Verifiable third party documentation is recommended, where indicated, before updating existing data.
8. End Users will only access CSS and the data therein, including client profiles, to successfully accomplish business operations that are relevant to their jobs. End Users will only access the minimum data necessary to accomplish authorized business purposes.
9. End Users will only access CSS from Agency-approved devices.
10. End Users will not use CSS with intent to defraud federal, state or local governments, individuals or entities, or to conduct any illegal activity.
11. End Users will not use or otherwise manipulate CSS in a manner intended to alter, harm, damage, or otherwise cause changes to the system that impair its functionality.
12. End Users will not enter profanity, offensive language or discriminatory comments based on any protected classification into CSS. Protected classifications include but may not be limited to race, ethnicity, religion, national origin, ancestry, disabling condition, age, gender or sexual orientation.
13. End Users will only enter non-confidential information to the "Client Notes" section and comparable sections of the Client Profile.
14. End Users will report any unauthorized data access, use or disclosure, anomalous activity or non-compliant behavior with regard to CSS to Agency Administrator, County System Administrator, Primary System Administrator and/or Comp Site System Administrator, as indicated.
15. End Users will proactively monitor and improve data quality, with a particular focus on data quality that is below data quality benchmarks, as specified by funder requirements and the CoC-specific Data Quality Plan.
16. End Users will follow data entry timeliness requirements, as set forth by their community's HMIS Lead Agency.
17. End Users will coordinate and comply with instructions from Agency Administrator, HMIS Lead Agency and/or Primary System Administrator to regularly monitor and improve data quality, specifically with regard to data completeness, accuracy and timeliness.
18. End Users will coordinate and collaborate with their designated Agency Administrator(s) and/or HMIS Lead Agency for technical assistance as needed.

19. End Users will explain any information in their agency's privacy notice that a service recipient does not understand. End Users will provide a copy of its privacy notice to any service recipient upon request.
20. Unless otherwise allowed by the *Privacy & Security Notice* and the community CSS Policies & Procedures, End Users will receive informed consent from service recipients, their parent or those authorized to sign on their behalf, as documented in a Release of Information form, prior to disclosing any CSS data or enabling CSS data sharing to End Users in other agencies.
21. End Users will notify their Agency Administrator and/or HMIS Lead Agency if they leave the position that authorizes their access to CSS.

I affirm the following:

1. I have read, understand and will abide by the terms of this document.
2. I have read, understand and will abide by the terms of my community's CSS Policies & Procedures document.
3. I have read, understand and will abide by my Agency's Privacy Notice.
4. I acknowledge that noncompliance with the above roles & responsibilities may be grounds for suspension or termination of my employment and/or CSS access.
5. I acknowledge that the terms of this agreement will survive the termination of my employment with the Agency identified above.
6. I acknowledge that future versions of this agreement will supersede this agreement.
7. I acknowledge that this agreement may be renewed periodically based upon the needs of the HMIS Lead Agency or the Primary System Administrator.

Signature, HMIS End User

Date of Signature

HMIS End User Title

HMIS End User Email

This agreement should be kept on file at the Agency and shared with the HMIS Lead Agency or Primary System Administrator upon request. Forms for individuals no longer employed by the Agency should be kept on file for seven years following the date of termination. The Primary System Administrator or HMIS Lead Agency may monitor compliance at any time.