

CLIENTTRACK User (Please print):

USER AGREEMENT/ CODE OF ETHICS

This User Agreement/ Code of Ethics must be executed by every employee, contractor or volunteer of _____, (“the Victim Service Provider”). The Victim Service Provider uses the Indiana Housing and Community Development Authority’s ClientTrack which is comparable to a Homeless Management Information System, except it is a closed system. Victim Service Providers that participate in ClientTrack work to provide victim services to domestic violence, sexual assault and stalking victims in Indiana and their families. Each User within any Participating Victim Service Provider is bound by various restrictions regarding Personally Identifying Information. The employee, contractor, or volunteer whose name appears above is the **User**. Personally Identifying Information (“PII”) refers to individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking, regardless of whether the information is encoded, encrypted, hashed, or otherwise protected including (A) a first and last name; (B) a home or other physical address; (C) contact information (including a postal, e-mail, Internet protocol address, or telephone or facsimile number); (D) a social security number, driver license number, passport number, or student identification number; and (E) any other information, including date of birth, racial or ethnic background, or religious affiliation, that would serve to identify any individual. It is the **Client’s** decision as to what level of information will be provided to any Victim Service Provider. If the Victim Service Provider is covered by HIPAA or 42 CFR Part 2 (federally-defined treatment facility), it is also the Client’s decision about whether the Victim Service Provider or IHCDA may use information for research purposes, unless certain other approvals have been obtained, such as from an Institutional Review Board. Victim Service Provider may not refuse or decline services to a Client or potential Client if that person refuses or is unable to provide information; however, some information may be required by the program to determine eligibility for housing or services, to assess needed services, or to fulfill reporting requirements.

USER GUIDELINES

A User ID and password gives you access to the IHCDA ClientTrack. **You must initial each item below** to indicate your understanding and acceptance of the proper use of your ID and password. Failure to uphold the confidentiality standards set forth below is grounds for your immediate termination from ClientTrack. *(Initial below)*

	I understand that I have an obligation to maintain Client privacy and to protect and safeguard the confidentiality of Client's PII. PII shall include, but not be limited to, the Client's name, address, telephone number, social security number, type of medical care provided, medical condition or diagnosis, veteran status, employment information, and any and all other information relating to the Client's programming.
	My User ID and password are for my use only and must not be shared with anyone. I may not store or display my password in a publicly accessible location. I must take all reasonable precautions to keep my password physically secure.
	I understand that the only individuals who can view information in ClientTrack are authorized Users who need the information for legitimate business purposes of this Victim Service Provider and the Clients to whom the information pertains.
	I may only view, obtain, disclose, or use information within ClientTrack when it is necessary to perform my job and when it complies with the permitted uses of information in the Victim Service Provider’s Notice of Privacy Practices. This includes that I will not disclose any Personally Identifying Information without the Client’s written, informed, reasonably time-limited consent.
	If I am logged into ClientTrack and must leave the work area where the computer is located, I log off and close the Internet browser or lock my workstation before leaving the work area.
	Any hard copies of PII printed from ClientTrack must be kept in a secure file, and destroyed when no longer needed, in accordance with Victim Service Provider’s records retention policy. I will not leave hard copies of PII in public view on my desk, or on a photocopier, printer, or fax machine.
	I will not discuss PII with anyone in a public area.
	I have completed the online ClientTrack new user trainings including report training, security training, and confidentiality training. I understand the information presented in the trainings and agree to comply with the requirements discussed in these trainings. I understand that I may be required to undergo additional training in the future in order to maintain my User status.

	I have reviewed the Victim Service Provider's Notice of Privacy Practices, DV ClientTrack User Agreement, Victim Service Providers Participation Agreement, DV ClientTrack User Manual, and ClientTrack Policies and Standard Operating Procedures. I understand each of those documents and agree to abide by them.
	If I notice or suspect a security breach, I will immediately notify the Executive Director of the Victim Service Provider and the ClientTrack System Administrator.
	I understand that any violation of this Agreement may also be considered a violation of my employment relationship with the Victim Service Provider, and could result in disciplinary action, up to and including termination of my employment or affiliation with the Victim Service Provider, as well as potential personal civil and criminal legal fines and penalties.

USER RESPONSIBILITIES

- A. The User must be prepared to answer Client questions regarding ClientTrack.
- B. The User must respect Client preferences with regard to the entry and sharing of PII within ClientTrack. The User must ensure Client's preferences are accurately recorded through proper designations on the Victim Service Provider Client Consent Form for ClientTrack. The User must not disclose Client personally identifying information without the Client's written, informed, reasonably time-limited consent.
- C. The User must allow a Client to change his or her information preferences at the Client's request (*i.e.*, to revoke consent).
- D. The User must not decline services to a Client or potential Client if that person:
 - (i) refuses to allow entry of information into ClientTrack (except if the information is required to determine eligibility for housing or services or to assess needed services, or if the information is required to be collected as a condition of a provider agreement).
 - (ii) refuses to share his or her personal information with other service providers via ClientTrack.
- E. The User has primary responsibility for the information entered by the User. The information must be truthful, accurate, complete, and timely to the best of User's knowledge.
- F. The User will enter information into the ClientTrack database on a regular and consistent basis. "Regular and consistent" means within a five (5) business day period of intake or discharge. Annual update of a Client's status is also required.
- G. The User will not solicit from or enter information about Clients into ClientTrack unless the information is required for a legitimate business purpose approved by the Victim Service Provider such as to provide services to the Client. The User must enter information into ClientTrack only with respect to individuals which the Victim Service Provider serves or intends to serve, including through referrals.
- H. The User will not alter or over-write information entered by an agency other than the Victim Service Provider.
- I. The User will not include profanity or offensive language in ClientTrack; nor will Users use ClientTrack database in violation of any law, to defraud any entity or to conduct any illegal or unauthorized activity.

PASSWORD PROCEDURES

By signing this Agreement, you agree to the following:

1. When your User's account is created in ClientTrack, you will be issued a temporary password. You will be required to change the temporary password the first time you log onto ClientTrack.
2. Your new password must have at least one number, must be between 8 and 12 characters, must have at least one non-letter, non-numeric character (such as !,.,{}[]@#\$\$%^&*()), must contain at least one capital letter, and cannot be any of the previous six passwords you have used. Do not use words that include your username, the ClientTrack vendor's name, the ClientTrack name, the Victim Service Provider name, or consist entirely of any word found in the dictionary or any of the forenamed words spelled backwards.
3. Passwords are your responsibility and you may not share passwords. They should be stored securely and be inaccessible to other persons. Passwords should never be stored or displayed in any publicly accessible location and should not be transmitted electronically without IHCDAs permission.
4. You should change your password periodically (*e.g.*, at least once every quarter).

USER GRIEVANCE PROCEDURE

If you have a grievance with this User Agreement/Code of Ethics, you may send a written complaint to the Victim Service Provider. If your complaint is not resolved to your satisfaction, you may send your written complaint to: IHCD, 30 S. Meridian Street, Suite 900, Indianapolis, Indiana 46204 Attn: Staff Attorney.

I understand and agree to comply with the above User Agreement/ Code of Ethics, User Guidelines, User Responsibilities, Password Procedures, and User Grievance Procedure.

I, the undersigned ClientTrack User (the “User”), hereby certify that I have completed the online ClientTrack new user trainings including report training, security training, and confidentiality training.

WARNING: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States shall be fined not more than \$10,000 or imprisoned for not more than five (5) years or both.

ClientTrack User Signature

Date

Victim Service Provider’s Executive Director’s Signature

Date

Please fax completed form to 317-232-2342 ATTN: Grant Peters, HMIS Manager or scan and email to the DV Help Desk dvhelpdesk@ihcda.IN.gov

DV ClientTrack User Information

Please Print and Provide Area Codes for Phone Numbers

Name: _____

Job Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office Phone: _____ Cell Phone: _____

Email Address: _____

Region Number: _____ Training Date: _____

Please Check all that Apply:

DV _____ United Way Collaboration _____

Organization: _____

Program _____

Supervisor: _____

Workgroup (For IHCDA use only: Do not write here): _____

User Login Name (For IHCDA use only: Do not write here): _____