



Confidentiality and Privacy Protections

St. Francis Community Services is committed to protecting clients' right to privacy as well as to informed consent regarding services.

Further, SFCS is dedicated to preserving clients' rights in relation to the use and disclosure of individually identifiable health information under the Health Insurance Portability and Accountability Act of 1996 and accompanying regulations ("HIPAA") ("protected health information" or "PHI").

Client privacy is safeguarded via establishing and implementing sound practices and procedures that protect the confidentiality of client records.

All client records are the property of SFCS and are kept in strict confidence. No information is released except in accordance with the provisions of the program's "Notice of Privacy Practices."

All employees of SFCS - professional and support staff - as well as interns, practicum students and volunteers are bound by this policy to protect clients' privacy to the fullest extent allowed by law.

The following procedures are based on the requirements set forward in the Federal Right to Privacy Act of 1974, HIPAA, the Fair Credit Reporting Act, the Gramm-Leach-Bliley Act, the Family Education Rights and Privacy Act and other applicable state and federal laws, as well as standards developed by the American Medical Records Association. SFCS will comply with these laws.

This policy also complies with the "HMIS (Homeless Management Information Strategies) Privacy and Security Standards" set by the Department of Housing and Urban Development (HUD) in its Notice of Funding Availability on July 30, 2004 (Federal Register, Vol. 69, No. 146).

NOTE: A full copy of HIPPA policies/procedures is on file with Catholic Charities of St. Louis.

I. Definitions

- A. "SFCS" means St. Francis Community Services.
- B. "Program" also means St. Francis Community Services.
- C. "Client" means any individual or family for whom SFCS provides services, including those persons requesting information or an appointment.

- D. "Record" means all written and electronic records concerning a client, including, without limitation, audio/visual tape recordings of client sessions, photographs, database files and any and all information that may be contained in a client's file.
- E. "Staff" means the professional, para-professional or support staff who is providing services to the client, including volunteers, trainees or interns enrolled in an educational program requiring field experience prior to the receipt of a certificate or degree.
- F. "Privacy Officer" serves as the designated official responsible for the agency's HIPAA compliance program.
- G. "Notice of Privacy Practices" is a document detailing SFCS' policies on the use and disclosure of protected health information. SFCS is required to adopt such a document to comply with the requirements of HIPAA.

II. Legal Counsel

At its own discretion - and at all times required by law or by the standards of an accrediting organization - SFCS will consult its legal counsel regarding any policy or procedural issue that may arise relating to confidentiality. SFCS will seek additional legal counsel when courts, public officials, investigative units, law enforcement bodies or others seek information about a client.

III. Informed Consent

"Informed consent" is the process of disclosing to the client and/or the client's guardian information regarding their consumer rights. Informed consent shall be acknowledged by the client or the client's legal representative prior to the provision of services. A "Notice of Privacy Practices" will be included as part of the process of obtaining informed consent.

A. Services

To give his/her "informed consent," a client must be given enough information about the recommended service to make a reasoned decision about accepting or rejecting the service.

An individual calling the SFCS- Housing Resource Center "Homeless Hotline" for a referral to emergency shelter or other service gives his or her consent verbally, after hearing an explanation of the reason why collection of protected personal information is necessary. (Federal regulations state that the act of contacting an HMIS hotline constitutes "inferred consent" from the caller.)

A client who visits the hotline in person or who applies for other SFCS services – mortgage or rental assistance, home repairs or financial literacy training, for example - must be given the "Rights and Responsibilities Brochure" and informed about the "Notice of Privacy Practices." In addition, the client must be informed of any policies/practices that may 1) impact the delivery of services or approval of financial assistance; 2) require the receipt and examination of confidential information, such as the client's credit report; and 3) impose an obligation that affects one's financial well-being, such as repayment of a loan or recording of a second deed of trust against a property.

These policies/practices may change over time and often are dictated by third-party funding sources.

If a client consents to receiving one or more of these services, s/he will sign an authorization form. The original will be placed in the client's record, with a copy offered to the client. (There may be times when a client must FAX an authorization form; faxes are valid and acceptable.)

Authorization forms should contain the following:

1. The name of the client whose information will be released.
2. The signature of the client (or a legal guardian, if the person is unable to grant informed consent);
3. Specific information to be collected and/or released in the course of providing services;
4. The purpose for which this information is to be used or released;
5. The date the consent takes place;
6. The term of expiration (not to exceed 90 days from the date consent is given for a one-time collection or release of information, or not to exceed one year, or as the law or court order requires, when a contracted or cooperating service provider requires the release of information for ongoing service provision);
7. Designated people/entities to whom information can be released;
8. Name of SFCS staff who is providing confidential information;
9. A statement that the client may withdraw his/her consent at any time.

Blanket authorization forms are not to be used at SFCS. Each client file must contain an authorization form that is individually and completely filled out, signed and dated.

IV. Confidentiality: Records

All client records are confidential. Client records shall not be released to any individual or entity except in accordance with written SFCS procedures, including this confidentiality policy. All services provided to the client must be documented in his/her record, dated and signed by the staff person responsible.

A. Client Access to their Record

Every client has the right to access his or her own record and other information in the file, such as documents obtained for the purpose of providing services. A client must have such access to verify the accuracy of record materials or understand what will be involved in a release of information.

1. The client may inspect a copy of his or her record, or have it read to him or her by SFCS staff. The Privacy Officer/Designee must authorize such inspection prior to its occurrence. The inspection must be made on SFCS premises and in the presence of SFCS staff.
2. Prior to inspection, the Privacy Officer/Designee must have the record copied and modified to protect the confidentiality of other persons referred to in the record. (The original record may not be modified.)
3. The client may challenge the accuracy or completeness of the record and, if desired, prepare a written amendment to be added to the record. In such a situation, staff will make a note in the record of the client's disagreement with the record. Staff must inform the client that if the client wishes, the client may write a statement of disagreement into the record. In such instances of disagreement, staff may not further amend the challenged entry without the client's knowledge.
4. Although the information in the record is the property of the client, the record itself is the property of SFCS. The client may not remove his or her record from SFCS premises except in copied form. The client may take notes or obtain a duplicate of the record at a reasonable cost after releasing SFCS in writing from potential breaches of confidentiality and any liability that may arise from the client's use of his or her own record.
5. Information and reports gathered from other agencies or outside sources are considered to be the property of that agency/source and may not be released to the client or sent to another organization without the written authorization of the agency/source.

B. Release of Information to Designated Persons with the Client's Authorization.

SFCS may release a client's records to any person or entity designated in the client's signed authorization form. Under the direction of the Privacy Officer/ Designee, SFCS staff will prepare and provide copies of the record. Signed original documents, such as the authorization form or application, must remain in the client's file. Electronic records should not be e-mailed unless the client is contacted and gives written permission.

C. Release of Information to Designated Persons Without the Client's Authorization

In special circumstances, SFCS may release records to third parties without the client's informed, written consent. The Privacy Officer/Designee will review the circumstances of each case and determine if the release of information is appropriate and complies with the SFCS confidentiality policy.

1. Court Order or Subpoena Duces Tecum. SFCS must review and comply with the HIPAA policy and procedure entitled "Disclosing PHI for Judicial and Administrative Release (P&P No. 550.28)."
 - a. SFCS will consult with legal counsel upon receipt of a court order or subpoena requiring release of records or court testimony.

- b. If legal counsel advises SFCS to comply with a court order or subpoena, records will be supplied by the appointed deadline, only to the person and destination mandated, and only in copy form.
 - c. SFCS may seek a protective order for any records subpoenaed.
2. To agency employees when their duties require access to records.
 3. To a licensed physician in a medical emergency.
 4. To a facility which is to receive a client who is involuntarily committed.
 5. To a client's legal counselor or guardian ad litem in order to prepare for involuntary commitment proceedings or other actions relating to civil detention, admission or commitment.

B. Release of Information Pertaining to Minors

1. Authorization to Release information – Upon verification of guardianship by the Privacy Officer/Designee, the parent or guardian of a minor client may consent to the release of the client's record. Such consent shall be provided to SFCS in writing by an "Authorization for the Use and Disclosure of Individually Identifiable Health Information" form.

C. Release of Information Pertaining to Alcohol/Chemical Dependency Treatment

Information pertaining to: (i) the identity of any client seeking services from, participating in, or who has participated in an alcohol or drug treatment program or, (ii) the release of information pertaining to a client evaluation, diagnosis, or treatment for alcohol or chemical dependency shall be released or disclosed in strict compliance with federal regulations set for in 42 CFR Part 2. Advice of legal counsel should be obtained for any issue related to the release or disclosure of such information.

D. Release of Information Pertaining to Vulnerable Clients.

Clients who are particularly vulnerable (developmentally disabled persons, frail senior adults or functionally illiterate individuals) have a right to privacy and dignity.

Some vulnerable clients – for example, those with a developmental disability or who have been adjudged incompetent – have court-appointed legal guardians. In such cases, if release of information is requested, SFCS will: 1) verify guardianship; and 2) obtain the consent of the guardian to release the client's record.

If SFCS suspects for any reason that a legal guardian is seeking release of information that is not in the client's best interest, SFCS may deny the request. Every effort will be made to explain such a decision to a person who has a developmental disability.

Functionally illiterate clients must have authorization forms and other documents read to them by SFCS staff to assure comprehension.

V. Confidentiality: Information

All communication with and information regarding the client, whether obtained from the client or any other source, is confidential and must be maintained, stored and used in a responsible manner so as to ensure safety and confidentiality.

- A. *Informed, written authorization (subject to the exceptions stated below) must be obtained from the client before any information is divulged to any person not employed*

by SFCS. Client information should be disclosed within SFCS only to professional or para-professional persons concerned with the particular case or client, to persons in a bonafide training program or employees when the performance of their duties requires knowledge of such information. Written and oral reports should contain only information germane to the client's service. Opinions and speculations, when necessary or appropriate, should be clearly designated as such.

B. Confidentiality is not absolute.

In the following situations, duty to inform overrides confidentiality:

A serious threat or possibility of suicide.

A serious threat or possibility of homicide.

Any situation where staff knows or believes a child, an elderly person, an individual who has a developmental disability or a person who has been adjudged incompetent to protect him or herself has been or is being abused or neglected.

When there is a clear and immediate danger to the client or to an identifiable potential victim, SFCS staff has a duty to take all appropriate measures in an attempt to ensure the safety of the client (in the cases of threatened suicide or abuse/neglect) or the identifiable potential victim (in the case of threatened violence against a third party). Such measures may include warning(s) provided to the identifiable potential victim, law enforcement authorities or any other individuals who may be in a position to protect the client or a potential victim. The identification of the appropriate action(s) to be taken will depend on the facts and circumstances of each case, and will be determined by the exercise of sound professional judgment. In such cases, SFCS staff must consult with a supervisor at the earlier possible opportunity or, if no supervisor is available, with the SFCS Director.

In any other situation required by law or court order.

Situations listed above and any responsive actions taken must be documented in the case record, for review by the Privacy Officer/Designee.

VI. Use of Records for Research, Training and Teaching

Case records used for research, training or teaching purposes outside of SFCS shall be copied. Such copies shall be modified to conceal and remove all client identifying information. Authorization for such use must first be obtained from the SFCS Privacy Officer/Designee. All such releases must comply with HIPAA.

VII. Use of Protected Health Information

Client information should be used within SFCS by persons concerned with the particular case or

client, to persons in a training program or employees when the performance of their duties requires knowledge of such information. The principles of “need to know” and “minimum necessary” should apply. Written and oral reports should contain only information germane to the client’s service. Opinions and speculations, when necessary or appropriate, should be clearly designated as such.

SFCS, by contractual agreement in certain purchase-of-service contracts, is required to permit the contracting organization (“purchaser”) the right to review client records for compliance with government regulations and other contractual obligations in accordance with agreed-upon time periods. The parties must enter into a Business Associate Agreement if the relationship constitutes a business associate relationship.

To enable such a monitoring review while ensuring client confidentiality, the review shall be limited to examination of:

1. Records of individuals for whom payment of service is made by the purchaser; and
2. Information contained in the client’s record(s) that pertains to the eligibility of the client for financial assistance, management of the client’s case, utilization of services and fulfillment of contractual requirements or federal/state regulations.

Other information shall be masked to permit the purchaser’s review only of the above-mentioned pertinent data.

For the purposes of this section, the client is a client of both SFCS and the purchaser.

VIII. Record Storage and Handling (Including Electronic Records)

- A. All client records must be kept in locked files and/or password-protected databases.
- B. SFCS staff may not take records away from SFCS premises without the written consent of the Privacy Officer/Designee.
- C. Staff must transport records to and from authorized destinations. Certified mail, return receipt requested, must be used when records are mailed.
- D. Records must be checked out and in (within the SFCS office space) using a formal checkout system.
- E. Closed records must be stored in permanent files where they become the responsibility of the designated record custodian, who must follow written procedures for storing records and maintaining a locator system.
- F. Adequate firewalls and password protection systems must be in place to assure the security of electronic files in SFCS’ databases.
- G. Extraneous content, including unsummarized notes and “working” documents, are not generally retained in client records. Depending on breadth of content, some files are “thinned out” by removing older documentation on a regular basis, as needed to reduce the volume of documentation in the current file. Older documentation is retained in a secure area in accordance with this policy. Upon client discharge, all content is merged into one file for the particular client.

IX. Record Retention and Disposition

- A. Records of adult clients are maintained through the date of case closure until the statutory period of limitations has expired. Typically, most records must be retained until five (5) to seven (7) years following case closure.
 - i. Electronic records containing demographic information and outcomes may be kept indefinitely, however, to allow for data collection and analysis.
- B. The records custodian is responsible for assigning a destruction date to the client record folder at the time a record is closed. In the event of a client's re-application for service, the records custodian will update the destruction date to correspond to the revised case closing date.
- C. Client records are the property of SFCS and shall remain in its custody upon a staff member's departure from employment.
- D. Audio/video tape recordings of client sessions will be erased in accordance with the agreement made with the client. The records custodian is responsible for assuring that tapes are erased on schedule. Tapes retained for training purposes must be kept in locked files.
- E. In the event SFCS discontinues operation, SFCS shall arrange for storage and maintenance of client records in accord with the above-mentioned time periods. Written notification to all appropriate parties of those arrangements shall be made within a reasonable time thereafter.

X. Implementation and Review

SFCS' confidentiality policies and procedures shall be discussed with new employees and trainees by their immediate supervisor before such individuals' duties begin. Professional staff, support staff, temporary employees and trainees must sign a statement of confidentiality at the beginning of their tenure in which they acknowledge that they have received instruction regarding the confidentiality policies of SFCS.

The confidentiality policies and implementation procedures shall be reviewed annually with all staff for the purpose of re-familiarization and necessary revisions.

In addition, SFCS' Leadership Team/Quality Assurance Committee will review the confidentiality policy and the "Notice of Privacy Practices" annually. The committee will suggest modifications based on experience in implementing the policy, new laws or regulations, or technology advances.

XI. Record of Disclosure

As required by HIPAA, SFCS will record disclosures of protected health information in the client's record.

XII. Disciplinary Measures

SFCS will utilize the disciplinary process outlined in the Personnel Standards for any violation of these policies and procedure.

Updated: 8/15/15

St. Francis Community Services

Authorization and Consent Form

(we), _____, by signing this form, consent to and give authorization for the following:

- I (we) consent to services from St. Francis Community Services - Housing Resource Center (HRC)
- I (we) have received the "Rights and Responsibilities" brochure and have been informed about the "Notice of Privacy Practices."
- Further, I (we) authorize the Housing Resource Center to collect or release information that is needed to determine eligibility for assistance, process a grant/loan application and conduct a quality control audit. If applicable to your case, HRC is authorized to:
 - Obtain a credit report(s). *(Co-owners and adult occupants)*
 - Verify past and present employment earnings records (including state Empl. Sec. records). *(Adult occupants only)*
 - Verify checking/savings accounts balances, stock holdings and other assets. *(Adult occupants only)*
 - Verify past and present rent, utility or mortgage payment history. *(Co-owners and adult occupants)*
- Moreover, I (we) grant permission for Housing Resource Center to release information concerning the status of our case to:
 - Other organizations with which you have applied for assistance, or are involved in your current case.
 - The following persons or organizations:
 - _____
 - _____
 - _____
 - _____

I (we) understand that any information released will be in accordance with the Fair Credit Reporting Act and with the SFCS "Notice of Privacy Practices," and will only be used in conjunction with the requirements of the program to which I (we) apply, except as required and permitted by law. I (we) understand that the information I (we) authorize a person or entity to receive may be re-disclosed and no longer protected by federal privacy regulations.

I (we) also understand that this authorization is voluntary, and that I (we) may refuse to sign it. In refusing, however, my (our) application may be delayed or rejected.

Further, I (we) understand that I (we) may revoke this authorization at any time by notifying the SFCS Housing Resource Center in writing, except to the extent that action has been taken in reliance on this authorization.

Client Signature _____ **Date** _____

This authorization expires on _____ (or one year from date signed).

Faxes and photocopies of this original are considered valid and acceptable. _____

NOTICE

According to the Right to Financial Privacy Act of 1978, HUD/FHA/VA has a right to access financial records held by financial institutions in connection with the consideration or administration of assistance to you. Your financial records will be available to HUD/FHA/VA without further notice or authorization. This form serves as consent for any review required or permitted by law. Monitors from government agencies providing funds for your assistance also have a right to examine pertinent information in your case record. The information will be made available to them without further notice or authorization. This form serves as consent for any review required or permitted by law. SFCS reserves the right to use unidentifiable demographic information in measuring outcomes and conducting research.

_____ I verify that a SFCS representative has explained this form and its contents to me.

Initial Here

Name of SFCS Representative: _____

RELIGIOUS ACTIVITIES

The St. Francis Community Services Housing Resource Center is forbidden from requiring religious instruction, counseling or worship as a basis for serving people.

I understand that I will **not** be required to take religious instruction, receive religious counseling, or participate in worship as a condition of being served by HRC.

Signed: _____

Date: _____

TERMINATION OF SERVICES/GRIEVANCE POLICY

The St. Francis Community Services Housing Resource Center can terminate services under certain circumstances. This termination can be voluntary or involuntary. It can occur when people achieve their goals, no longer want services, no longer meet eligibility criteria, or refuse to meet program requirements or have needs that exceed the agency's resources.

Those who are involuntarily terminated from services will be given a written reason within five working days of the date service was ended. SFCS will make every effort to ensure that the person is linked to appropriate resources.

Those who believe they have been unfairly terminated or treated can use the "Rights and Responsibilities" brochure to file a written grievance. The brochure explains the process and is attached to this consent form.

I (we) understand that, under the circumstances listed above, SFCS may terminate service to me (us). If this termination is involuntary, I (we) will receive a written explanation within five working days of the date services are terminated. I (we) understand I (we) have the right to file a written grievance if I (we) believe this decision was unfair. I have read the "Rights and Responsibilities" brochure.

Signed: _____

Date: _____

SEXUAL HARASSMENT

All clients of SFCS have the right to be safe from and without fear of sexual harassment, whether from agency employers/volunteers or from other clients. Sexual harassment is defined as unwelcome sexual advances. It can include assault, a threat, an obscene joke, an intimate touch or a "look" that feels intimidating to others.

Sexual harassment in any form is not acceptable. Should any one exhibit such behavior, please report it to a staff member immediately. Perpetrators may be subject to criminal prosecution by the victim.

I understand the agency's policy on sexual harassment.

Signed: _____

Date: _____