

DATE: March 12, 2007  
SUBJECT: Privacy and Confidentiality  
AGENCY: First Place for Youth

1. To protect the privacy of agency clients
2. To comply with applicable laws and regulations.
3. To insure fair information practices as to:
  - a. Openness
  - b. Accountability
  - c. Collection limitations
  - d. Purpose and use limitations
  - e. Access and correction
  - f. Data Quality
  - g. Security

STATEMENT OF POLICY:

- 1) First Place for Youth privacy practices will comply with all applicable laws governing HMIS client privacy/confidentiality. Applicable standards include, but are not limited to the following.
  - a) Federal Register Vol. 69. No. 146 (*1 IMIS FR 4848-N-02*) - Federal statute governing HMIS information ó Friday, July 30, 2004.
  - b) 42 CFR Part 2. - Federal statute governing drug and alcohol treatment.
  - c) Alameda County-wide Continuum of Care InHOUSE Policy and Procedures manual.
  - d) Alameda County-wide Continuum of Care InHOUSE partner agency sharing agreement(s).
- 2) **Procedures** The ability of First Place for Youth staff to access information in the InHOUSE system is restricted to individuals who have been trained in the use of ServicePoint, and who have successfully completed privacy training.
  - a) The Program and Evaluation Manager will have access to the information collected and entered into the InHOUSE system
  - b) The Program and Evaluation Manager's workstation is located in a locked office, in a building that has front desk security, which monitors the foot traffic entering and exiting the building
  - c) The Manager's computer is password protected, and meets the system security requirements as outlined in this privacy notice.
  - d) Acquiring client consent for data entry into the InHOUSE system is accomplished by the provision of a Release of Information (ROI), which has been provided and approved by HUD. New clients seeking services with First Place are required to take a demographic baseline assessment (DBA), which is the organization's initial intake form. At the time of the administering of the DBA the client receives the ROI.
  - e) Youth that are not eligible for HUD housing receive the same DBA at time of program entry, but they have a different ROI than that of youth who are eligible to receive HUD housing

- f) In all areas where personal protected information (PPI) is collected, there are signs posted that meet the requirements contained in this privacy notice, including the exact language as it is provided
  - g) This privacy notice is posted on our website at [www.firstplaceforyouth.org](http://www.firstplaceforyouth.org), and a hard copy is retained with pertinent operational documents in the office of the Director of Finance and Administration
  - h) The privacy notice and its contents are part of the hiring procedures at First Place for Youth. All new hires are oriented to the material during their orientation on the first day of work. At this time a signed receipt is required and attained stating that the new employee has received the privacy notice, and will comply with its regulations and expectations.
- 3) **Use of Information** PPI (protected personal information which can be used to identify a specific client) can be used only for the following purposes:
- a) To provide or coordinate services to a client.
  - b) For functions related to payment or reimbursement for services.
  - c) To carry out administrative functions such as legal, audit, personnel planning, oversight and management functions.
  - d) For creating de-personalized client identification for unduplicated counting.
  - e) Where disclosure is required by law.
  - f) To prevent or lessen a serious and imminent threat to the health or safety of an individual or the public.
  - g) To report abuse, neglect, or domestic violence as required or allowed by law.
  - h) Contractual research where privacy conditions are met (including a written agreement).
  - i) To report criminal activity on agency premises.
  - j) For law enforcement purposes in response to a properly authorized request for information from a properly authorized source.
- 4) **Collection and Notification** Information will be collected only by fair and lawful means with the knowledge or consent of the client.
- a) PPI will be collected only for the purposes listed above, and entered into InHOUSE.
  - b) Clients will be made aware that personal information is being collected and recorded and will be asked to express written consent to have their basic intake information shared in the InHOUSE system.
  - c) A written sign will be posted in locations where PPI is collected. This written notice will read:
 

"We collect personal information directly from you for reasons that are discussed in our Privacy Notice. We may be required to collect some personal information by law or by organizations that give us money to operate this program. Other personal information that we collect is important to run our programs, to improve services for homeless persons, and to better understand the needs of homeless persons. We only collect information that we consider to be appropriate.

The collection and use of all personal information is guided by strict standards of confidentiality. Our Privacy Notice is posted. A copy of our Privacy Notice is available to all clients upon request."

- d) This sign will be explained in cases where the client is unable to read and/or understand it.
- 5) **Data Quality** PPI data will be accurate, complete, timely, and relevant.
- a) All PPI collected will be relevant to the purposes for which it is to be used.
  - b) Identifiers will be removed from data that is not in current use after 7 years (from date of creation or last edit) unless other requirements mandate longer retention.
  - c) Data will be entered in a consistent manner by authorized users.
  - d) Data will be entered in as close to real-time data entry as possible.
  - e) Measures will be developed to monitor data for accuracy and completeness and for the correction of errors.
    - i) The agency runs reports and queries monthly to help identify incomplete or inaccurate information.
    - ii) The agency monitors the correction of incomplete or inaccurate information.
    - iii) By the 15th of the following month all monitoring reports will reflect corrected data.
  - f) Data quality is subject to routine audit by System Administrators who have administrative responsibilities for the database.
- 6) **Privacy Notice, Purpose Specification and Use Limitations** The purposes for collecting PPI data, as well as its uses and disclosures will be specified and limited.
- a) The purposes, uses, disclosures, policies, and practices relative to PPI data are to be outlined in this agency Privacy Notice.
  - b) The agency Privacy Notice will comply with all applicable regulatory and contractual limitations.
  - c) The agency Privacy Notice will be made available to agency clients, or their representative, upon request and explained/interpreted as needed.
  - d) Reasonable accommodations will be made with regards to the Privacy Notice for persons with disabilities and non-English speaking clients as required by law.
  - e) PPI will be used and disclosed only as specified in the Privacy Notice, and only for the purposes specified therein.
  - f) Uses and disclosures not specified in the Privacy Notice can be made only with the consent of the client.
  - g) The Privacy Notice will be posted on the agency web site.
  - h) The Privacy Notice will be reviewed and amended as needed.
  - i) Amendments to or revisions of the Privacy Notice will address the retroactivity of any changes.
  - j) Permanent documentation will be maintained of all Privacy Notice amendments/revisions.
  - k) All access to, and editing of PPI data will be tracked by an automated audit trail, and will be monitored for violations of use/disclosure limitations.

- 7) **Record Access and Correction** Provisions will be maintained for the access to and corrections of PPI records.
- a) Clients will be allowed to review their InHOUSE record within 5 working days of a request to do so.
  - b) During a client review of their record, The Program and Evaluation Manager must be available to explain any entries the client does not understand.
  - c) The client may request to have their record corrected so that information is up-to-date and accurate to ensure fairness in its use.
  - d) When a correction is requested by a client, the request will be documented and the staff will make a corrective entry if the request is valid.
  - e) A client may be denied access to their personal information for the following reasons:
    - i) Information is compiled in reasonable anticipation of litigation or comparable proceedings;
    - ii) Information about another individual other than the agency staff would be disclosed,
    - iii) Information was obtained under a promise of confidentiality other than a promise from this provider and disclosure would reveal the source of the information
    - iv) The disclosure of information which would be reasonably likely to endanger the life or physical safety of any individual.
  - f) A client may be denied access to their personal information in the case of repeated or harassing requests for access or correction. However, if denied, documentation will be provided regarding the request and reason for denial to the individual and be made a part of the client's record.
  - g) A grievance process may be initiated if a client feels that their confidentiality rights have been violated, if access has been denied to their personal records, or if they have been put at personal risk, or harmed.
  - h) Any client grievances relative to the InHOUSE system will be processed/resolved according to agency grievance policy.
  - i) The procedure for the client to follow in filing a grievance are the same for issues surrounding information collected and entered into the InHOUSE system, as the procedure for a client to follow regarding any grievance they might have while receiving services at First Place for Youth. (This procedure is given in detail in section 11.)
  - j) A copy of any client grievances relative to InHOUSE data or other privacy/confidentiality issues and agency response are forwarded to CoC staff.
  - k) If a client is unsatisfied with the resolution of their grievance at the agency level, the client may request mediation at the system level.

- 8) **Accountability** Processes will be maintained to insure that the privacy and confidentiality of client information is protected and staff is properly prepared and accountable to carry out agency policies and procedure that govern the use of PPI data.
- a) Grievances may be initiated through the agency grievance process for considering questions or complaints regarding privacy and security policies and practices. All users of the InHOUSE system must sign a Users Agreement that specifies each staff persons obligations with regard to protecting the privacy of PPI and indicates that they have received a copy of the agency's Privacy Notice and that they will comply with its guidelines.
  - b) All staff, interns, volunteers or associates collecting PPI intended for, or viewing data generated by InHOUSE must successfully complete Council-sponsored privacy and security certification training.
  - c) A process will be maintained to document and verify completion of training requirements.
  - d) A process will be maintained to monitor and audit compliance with basic privacy requirements including but not limited to auditing clients entered against signed InHOUSE Consent Releases. At minimum, a quarterly Compliance Review will be conducted and documented.
  - e) A copy of any staff grievances initiated relative to privacy, confidentiality, or InHOUSE system data will be forwarded to CoC Staff.
  - f) Regular user meetings will be held and issues concerning data security, client confidentiality, and information privacy will be discussed and solutions will be developed.
- 9) **Sharing of Information** Basic Intake data may be shared with partnering agencies only with client approval
- a) All routine data sharing practices with partnering agencies will be documented and governed by the CoC MOU Agreement that defines the agency-determined sharing practice.
  - b) Resident name and social security number are viewable in InHOUSE without express written consent for the purpose of searching for a client in the software. Procedures are available to not enter name and/or social security number from the searchable field.
  - c) A completed InHOUSE Client Release of Information (ROI) Form is needed before information may be shared electronically.
    - i) The InHOUSE release is to inform the client about what is shared and with whom it is shared.
    - ii) The client accepts or rejects the sharing plan.
    - iii) Revisions to the consent for sharing the Basic intake may be requested by the resident during the standard business hours. Changes will not be retroactive.
  - d) Clients will be informed about and understand the benefits, risks, and available alternatives to sharing their information prior to signing an ROI, and their decision to grant permission shall be voluntary.
  - e) Clients who choose not to authorize sharing of information cannot be denied services

for which they would otherwise be eligible.

- f) All Client Authorization for ROI forms related to the InHOUSE system will be placed in a file to be located on premises and will be made available to the CoC Staff for periodic audits.
  - g) InHOUSE-related Authorization for ROI forms will be retained for a minimum period of three (3) years, after which time the forms will be discarded in a manner that ensures client confidentiality is not compromised.
  - h) No confidential/restricted information received from the InHOUSE system will be shared with any organization or individual without proper written consent by the client, unless otherwise permitted by applicable regulations or laws.
  - i) Restricted information, including progress notes and psychotherapy notes about the diagnosis, treatment, or referrals related to a medical health, disabilities, mental health disorder, drug or alcohol use, HIV/AIDS, and any violence-related concerns shall not be shared with other participating Agencies without the clients written, informed consent as documented on the Agency Authorization for Release of Restricted Information Form.
    - i) Sharing of restricted information is not covered under the general InHOUSE Client ROI.
    - ii) Sharing of restricted information must also be planned and documented through a fully executed Authorization for Release of Restricted Information Form
  - j) If a client has previously given permission to share information and then chooses to revoke that permission by completing a new ROI, the InHOUSE Basic Intake will be closed to further sharing.
  - k) All client ROI forms will include an expiration date, and once a Client ROI expires, any new information entered will be closed to sharing unless a new Client ROI is signed by the client and entered in the InHOUSE system.
- 10) **System Security** System security provisions will apply to all systems where PPI is stored: agency's networks, desktops, laptops, mini-computers, mainframes and servers.
- a) Password Access:
    - i) Only individuals who have completed Privacy and Security Certification and Software Training may be given access to the InHOUSE system through User IDs and Passwords,
    - ii) Temporary default passwords will be changed on first use.
    - iii) Access to PPI requires a user name and password at least 8 characters long and using at least one number and one letter.
    - iv) Passwords will not use or include the users name or the vendor name, and will not consist entirely of any word found in the common dictionary or any of the above words spelled backwards.
    - v) User Name and password may not be stored or displayed in any publicly accessible location.
    - vi) Passwords must be changed routinely.
    - vii) Users must not be able to log onto more than one workstation or location at a time.

- viii) Individuals with User IDs and Passwords will not give or share assigned User IDs and Passwords to access the InHOUSE system with any other person, organization, governmental entity, business.
- b) Virus Protection and Firewalls:
  - i) Commercial anti-virus protection software will maintained to protect all agency network systems and workstations from virus attack.
  - ii) Virus protection will include automated scanning of files as they are accessed by users.
  - iii) Virus Definitions will be updated regularly.
  - iv) All workstations will be protected by a firewall either through a workstation firewall or a server firewall.
- c) Physical Access to Systems where InHOUSE Data is Stored
  - i) Computers stationed in public places must be secured when workstations are not in use and staff is not present.
  - ii) After a short period of time a pass word protected screen saver will be activated during time that the system is temporarily not in use.
  - iii) For extended absence from a workstation, staff must log off the computer.
- d) Stored Data Security and Disposal:
  - i) All InHOUSE data downloaded onto a data storage medium must be maintained and stored in a secure location, not accessible to non-licensed users of the InHOUSE system.
  - ii) Data containing PPI will not be downloaded to any remote access site at any time for any reason, nor transmitted outside the physical agency by any means whatsoever.
  - iii) Data stored on a portable medium will be secured when not in use and will never be taken off site at any time for any reason.
  - iv) Data downloaded for purposes of statistical analysis will exclude PPI whenever possible.
  - iii) InHOUSE data downloaded onto a data storage medium must be disposed of by reformatting as opposed to erasing or deleting. This includes hard drives.
  - iv) A data storage medium will be reformatted a second time before the medium is reused or disposed of.
- e) System Monitoring
  - i) User access to the InHOUSE Live Web Site will be monitored using the computer access logs located on each computer's explorer "history" button, or via a central server report.
- f) Hard Copy Security:
  - i) Any paper or other hard copy containing PPI that is either generated by or for InHOUSE including, but not limited to report, data entry forms and signed consent forms will be secured.
  - ii) Agency staff will supervise at all time hard copy with identifying information generated by or for the InHOUSE system when the hard copy is in a public area. If the staff leaves the area, the hard copy must be secured in areas not accessible by the public.
  - iii) All written information pertaining to the user name and password must not be stored or displayed in any public accessible location.
- g) Authorized Location Access:

- i) Access to the InHOUSE system is allowed only from authorized agency locations.

11) **Agency HMIS/InHOUSE Grievance Policy** The following grievance policy, and procedural steps outlined below are the same for all youth who are accessing services at First Place for Youth. First Place operates on the basis on honesty, and participants are strongly encouraged to discuss problems or complaints directly with agency staff. At no time will there be negative consequences for any participant who raises concerns, nor will services be denied on the basis of their claim.

In order to file a grievance, participants should follow the following steps:

- a) Meet with participant's Case Manager, to discuss the problem or complaint
- b) If the problem is not resolved, the participant can meet with the Case Manager and the Program Manager
- c) If the problem is not resolved the participant is required to put the complaint into written form and turn the grievance into the Director of Programs
- d) The Director of Programs is required to set a meeting within one week of receiving the written complaint
- e) If the problem is not resolved with the Director of Programs, the participant can then meet with the Director of Programs and the Executive Director
- f) The Executive Director is required to set a meeting with the participant within two weeks of receiving the written grievance.
- g) The Executive Director of First Place for Youth will have final decision on all complaints and grievances.
- h) All decisions that come out of the meeting with the Executive Director will be final, and constitutes the last step in the grievance procedure.