



Early Learning Coalition of Manatee County

Confidentiality of Records & Data

Purpose

The Early Learning Coalition of Manatee County, Inc. (Coalition) recognizes the necessity of complete confidentiality of specific financial and personal information maintained by the Early Learning Coalition of Manatee County (Coalition). Information contained in records, reports and systems that, if not protected can increase the magnitude of harm resulting from loss, misuse, unauthorized access or modification. Furthermore, the Coalition agrees to comply with s. 501.171, F.S., related to the security of confidential personal information.

Scope

The following policy and procedures are intended to serve as a guide to Coalition staff and others involved in its work. It applies to all Coalition staff and other individuals, such as interns, volunteers, consultants, and other contractors involved in the Agency's work, who might gain access to confidential information. It covers all Coalition service populations and services and all information regardless of format (oral, signed, electronic, or written) unless otherwise specified. However, employees' responsibility to report abuse and/or neglect supersedes the responsibility of maintaining client confidentiality.

Definitions

Breach of Security: Unauthorized access of data in electronic form containing personal information. Good faith access of personal information by an employee or agent of the covered entity does not constitute a breach of security, provided that the information is not used for a purpose unrelated to the business or subject to further unauthorized use.

Client: For the purposes of this procedure, "client" means any individual who is requesting, is receiving, services or has received funded in part or in whole by the Client.

Confidential: As used in this guidance, the term "confidential" refers to entire record systems, specific records or individually identifiable data that by law are not subject to public disclosure under Article I, Section 24 of the Florida Constitution and Chapter 119, Florida Statutes (F.S.) When applicable, confidentiality covers all documents, papers, computer files, letters and all other notations of records or data that are designed by law as confidential. Further, the term confidential also covers the verbal conveyance of data or information that is confidential. These confidential records may include but not be limited to, social security numbers, parent and child information, payments, childcare providers, household demographics and resource and referrals, which are private and confidential and may not be disclosed to others.

Confidential information: Private, identifiable information that is based, for example, on examination, treatment, observation, data collection, or conversation. This applies to client, employee, and administrative information.

Consent: A general document that gives health permission to use and disclose all information. It gives permission only to that provider, not to any other person.

Confidentiality: The protection of private, identifying information. If information is accorded a confidential status, that status mandates specific controls, including strict limitations on access and disclosure, so that unauthorized persons cannot access it. These controls must be adhered to by those handling the information. Confidentiality is an inclusive concept that is designed to assure that information will be used



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responsibly. It is an integral part of professional codes of ethics that regulate the disclosure of information obtained in the course of professional interactions.

Disclosure: The release, transfer, or provision of access to information in any manner to a person or entity other than the originating individual or entity, whether accidental or deliberate. Includes the ability to review and/or obtain previously collected and stored information.

Emergency: A situation where there is clear imminent threat or danger to a person. In an emergency or when there is suspected abuse or neglect, necessary information may be released without the person's consent. This is limited only to that information necessary to accomplish the purpose of disclosure.

Incident: Violation or an imminent threat of violation, whether such violation is accidental or deliberate, of information technology resources, security, policies, or practices. An imminent threat of violation refers to a situation in which a state agency has a factual basis for believing that a specific incident is about to occur.

Individually Identifiable Information: Information, which makes it possible to identify an individual. This may be direct (name, SS#, etc.) or indirect (information from which one can reasonably figure out the identity of an individual).

Information Sharing: Information that may be shared within an organization among those persons involved in the service and treatment.

Integrity of information. Protection of information from intentional or accidental unauthorized changes or other harm (such as fire and water damage).

Non-confidential information: Information that is generally common knowledge and about which there is no specific request or entitlement by the subject to restrict disclosure.

Personal Information: Information having to do with an individual. Not all personal information is confidential.

Personally Identifiable Information (PII): PII means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. Some information that is considered to be PII is available in public sources such as telephone books, Web sites, and university listings. This type of information is considered Public PII and includes for example, first and last name, address, work telephone number, and general educational credentials.

The definition of PII is not anchored to any single category of information of technology. Rather, **it requires a case-by-case assessment** of the specific risk that an individual can be identified. Non-PII can become PII whenever additional information is made publicly available, in any medium and from any source, that, when combined with other available information, could be used to identify an individual. [2 CFR Part 200.79]

Privacy: The ability of the individual to control the use and dissemination of information that relates to him or herself.

Protected Personally Identifiable Information (Protected PII or PPII): Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal medical and financial record and education transcripts. This definition does not include PII that is required by law to be disclosed.



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Release of information: Release or authorization document signed by the client or legal representative authorizing disclosure of confidential personal information in accordance with state and federal regulations. In limited circumstances this may also be oral.

Security: For purposes of this policy, measures to safeguard the availability, integrity, and confidentiality of information. Security includes physical, electronic, and administrative safeguards: access, training, policies and procedures, physical environment, and behaviors (e.g.: a locked room, or cabinet; computerized records protected by passwords; policies, statutes and procedures that restrict access or disclosure). It includes all the safeguards in a computer-based information system. Security protects both the system and the information contained within it from unauthorized access, misuse, and accidental damage.

Actions

This describes the actions of those people involved in the process being documented. Activities should be described in order of performance and in sufficient detail to ensure the intent of the procedure is able to be achieved. Relevant forms and guidelines should be included at the appropriate place in this section.

General

1. All employees are responsible for the maintenance of confidentiality about private information, whether consumer, employee, or administrative in nature. All staff, whether in fiscal, quality improvement, administrative, direct service, or other roles, must understand the specific guidelines governing confidentiality.
2. When Coalition standards and guidelines do not clearly specify appropriate action or when there is doubt regarding confidentiality or disclosure of information, Coalition employees must consult their supervisors or designees before disclosing information.
3. Coalition employees shall not solicit private and confidential information from a client or collateral contact unless it is essential for the provision or administration of services, conducting client and program evaluations, quality improvement activities, or research, as applicable given the employee's specific job responsibilities at the time of solicitation.
4. Coalition employees must discuss with clients and other interested parties the nature of confidentiality, client rights, and system limitations regarding confidentiality, as well as the circumstances when such information could be requested or required.
5. Coalition employees shall treat secondary confidential information (information shared by colleagues or other providers in the course of their professional interactions) with the same responsibility, ethics, and under the same guidelines as primary confidential information.
6. Coalition employees shall protect client privacy to the best of their ability and shall include only information directly relevant to the delivery of services in their documentation and data collection.

Informed Consent

1. Coalition employees must respect, promote, and assist all clients with the informed consent process regarding releases of confidential information.
2. Clients must be informed about the laws, rights, and regulations that protect client records and be given a written summary of this information.

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3. Coalition employees shall use clear and understandable communication regarding the limitations, risks, and benefits associated with requests for and releases of information. This applies to information in all formats, such as written and oral information, audiotapes, videotapes, and photographs. This communication shall include the following:
 - Purpose of the release of information,
 - Risks and benefits related to the release,
 - Limits of the release,
 - Alternatives to the release,
 - Consequences of not releasing confidential information (e.g., payment for services not being made if information is not released to the insurance company.), and
 - Right to revoke the release.
4. If the client has any difficulty understanding this information, reasonable steps shall be taken to assist the client's comprehension, which may include the use of interpreters, translators, etc.

Release of Information

1. Coalition employees may disclose confidential information when adult client or person legally authorized to consent for a client has signed a release of information form. If unable to sign, individuals may specify approval by using their initial or stamp.
2. The original copy of the release used to secure the information shall be kept in the client record. If a release must be faxed due to an emergency, the faxed copy should be followed promptly by mailing a copy of the original.
3. Information being released shall be stamped or marked to indicate that it may not be re-released by the person receiving it without permission from the Coalition.
4. In the event of divorce, both parents have an equal right to access the child's record unless the court has ordered otherwise in the divorce decree or subsequent order. A stepparent does not have the power to access or release information for a stepchild unless the stepparent is the adoptive parent of that child.
5. Disclosure of confidential information shall be limited to the minimum information needed to achieve the desired purpose. It shall be limited to information that is directly relevant to the purpose for which the disclosure is made. In no instance, shall the information released exceed what has been authorized for release.

Security

1. Employee access to identifiable client data shall occur only when there is a relationship and/or a responsibility that allows for such access. It must be on a professional "need to know" basis, so that access to confidential information is limited to that needed for employees to perform their job functions. For example, a person who provides transportation for a client does not need to know the client's medical history when it does not affect the transportation.
2. Employees shall not discuss confidential information in places where they could be overheard by those not authorized to have the information.



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3. Use of cell phones, 2-way radios, e-mail, faxes, voicemail, and other electronic forms of communication shall not include confidential client information except when there are safeguards in place to prevent unauthorized access.
4. Fax numbers must be verified before a fax is sent, and the person who is receiving the information must be aware that the information is being sent. Cover sheets on the faxes shall identify the enclosed information as confidential and provide clear direction to limit who can receive the information.
 - a. E-mail containing personal information can only be sent as follows:
 - Email transmissions shall not contain personal information in the body of the message text or in the subject line.
 - Personal information can be sent in an encrypted file
5. Passwords should not be shared. All passwords must be securely protected at all times. At no time shall a printed version of passwords be visible to any passer-by.
6. Printed material containing confidential information must be sent to a printer within an individual's workgroup or other location where the individual printing the confidential material can readily access the material once it is printed. Printers must be located in non-public areas or offices in order to limit access.
7. Two-way radio signals may be picked up by other receivers and must not be used to convey confidential information.
8. Voicemail shall not be used to convey confidential information.
9. Once access to confidential computerized information has been opened, the computer equipment (desktops, laptops, hand-held devices, etc.) must not be left unattended, unless appropriate security measures are in place to protect the confidential information.
10. Confidential information cannot be downloaded to portable computing devices such as a flash drive, USB drive, external hard drives, or through email transmission. If confidential information must be sent through email transmission or downloaded to a portable computing device, it must have encryption and password protection.
11. Confidential data cannot be downloaded or stored on personal devices.
12. Computer screens shall be turned away from doorways or areas where unauthorized viewing could occur.
13. Paper records, computer discs, or any form of stored client information shall not be left out on desks or in unsecured locations. They shall be stored in locked file cabinets and in secure locations and shall be unavailable to people not authorized to have access.
14. Confidential information shall be protected so that, whatever its storage format, it is protected from fire and water damage. In addition, where held electronically, client information must be maintained with complete backup files.
15. Transfer or disposition of records for research must be done in a way that protects confidentiality and is consistent with State statutes or regulations regarding record disposition.
16. Original records are not to be removed from the Coalition site unless needed for the compliance of a court order and then only when a certified copy is not acceptable. If the original record is removed, a complete certified copy of the entire record must be retained.



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17. Sensitive or operational client data shall be removed from an asset prior to disposal (e.g. digital copiers, computer hard drives, flash drives, laptops, servers).

Research, Evaluation, and Training

1. In consultation, teaching, or research situations, aggregate data, rather than personally identifiable information, shall be used to the greatest extent possible.
2. In evaluation or research, the Coalition employees involved must obtain written informed consent and signed releases of information from participants. They must consider with due regard the clients' well-being, privacy, and dignity throughout the process.
3. Information disclosed for evaluation and research shall be limited to what is needed to accomplish the task for which it was accessed.
4. External use of any information post research must be de-identified. Use of any research findings should be for professional purposes and in a professional context.

Breach of Confidentiality or Security

Notification:

The ELC shall immediately notify the Florida Department of Education's (Division) Information Security Manager (at InfoSecTeam@fldoe.org) of any incident, breach, or breach of security of which it becomes aware. Notwithstanding requirements of s. 501.171(3), F.S., within twenty-four (24) hours of the incident, the ELC shall provide written notification to the Department's Information Security Manager that identifies: (i) the nature of the unauthorized use or disclosure; (ii) the confidential information used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the ELC has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the ELC has taken or shall take to prevent future similar unauthorized use or disclosure. The ELC shall provide any additional information, including a full written report, as reasonably requested by the Division. The Division will determine if the ELC has failed to comply with any confidentiality provisions as outlined in the Division of Early Learning Grant Agreement or determines prompt and satisfactory corrective action has not occurred, the Division has the unilateral right to suspend the Agreement until it is satisfied corrective action has been taken or terminate the Agreement.

Fees:

The Coalition is responsible for reasonable fees and costs necessary for the Division to remedy any breach of confidentiality due to the conduct of the ELC, including its employees, subcontractors, agents, affiliates, or any individual within the control of the ELC, shall be the ELC's sole responsibility. The ELC shall fully cooperate in the defense and settlement of such claims.

Penalties:

In the event requirements to safeguard the information, unauthorized disclosure of the information, or the confidentiality of the information are compromised in any way, the ELC will be subject to penalties as follows: Criminal Penalties: The ELC, including its employees, agents, contractors, subcontractors, affiliates, or any other individual that breaches the confidentiality requirements of this Agreement, are

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subject to any state or federal criminal sanctions provided by law, including, but not limited to, penalties as provided for in s. 119.10, F.S., the Florida Computer Crimes Act (s. 815.04, F.S.), or any other applicable state or federal laws or regulations.

Civil Remedies: In addition to criminal sanctions, the ELC, including its employees, agents, contractors, subcontractors, affiliates, or any other individual who breaches the confidentiality requirements of this Agreement or applicable laws, are subject to all civil remedies available to the Division and the State of Florida.

Staff Acknowledgement:

I have read, understand and will adhere to this Confidentiality Policy. If I have any questions regarding this policy I will consult my supervisor.

Signature

Date