**Confidentiality Policy**

Employees, volunteers and board members of the Federation of Families, Miami-Dade Chapter Inc, (FOF), are bound by ethical and legal codes to protect the confidentiality and privacy of the persons we serve and to protect and maintain the confidentiality of all information learned about them, their family members and acquaintances, in the course of providing services.

It is the policy of FOF that all information regarding participants including verbal conversations, reports, forms, correspondence and computer electronically generated communications are to remain confidential. Participant identity and specific information, whether stored in hard copy format or electronically, are considered confidential and may only be given/received/shared with authorized persons with the express, written, informed consent of the parent/legal guardian and or participant and may not be removed from the Federation of Families premises, except as deemed necessary by employment responsibilities.

Confidential communications include, with, about or involving in any way any participant of FOF. Minors are entitled to confidentiality also, and only the guardian of the minor can waive confidentiality. Access to documentation shall be limited to an “as needed/need to know” basis.

It is unethical to discuss participants with family and friends, unless you are court ordered or otherwise required by law. If someone insists on obtaining information and the participant has not authorized it, please report it immediately to your immediate supervisor or the Executive Director of FOF.

Any exchange of confidential information regarding a participant via the internet must be sent in a password protected/encrypted email.

Participant identity and specific information may only be discussed with or released to the individuals/agencies that are listed on the signed AUTHORIZATION FOR RELEASE OF INFORMATION form.

All participants of FOF are provided with a Privacy Notice which delineates their rights, choices and the ways in which their Personal History Information may be shared.

**Participant’s Confidentiality will be broken only under certain conditions:**

1. When the participant is a threat to others or self. Under Florida law, if you have a reason to suspect a child or adult is being sexually, physically or psychologically abused or

neglected, then you are requested to report the situation to Adult or Child Protective Services. Any person or institution that has cause to suspect that any juvenile or adult is

abused, neglected or dependent or has died as the result of maltreatment shall report it

to the Department of Children & Families by calling **(1-800-96-ABUSE/1-800-962-2873).** The report may be made, orally, by telephone or in writing and shall include all information known relating to the juvenile or adult. The person reporting should also provide his/her name, telephone number and address. Refusal of the person reporting to give their name

and contact information does not preclude the Department of Children & Families to investigate the alleged abuse, neglect, dependency or death as a result of maltreatment.

1. If participant files are subpoenaed.

**Storage of Records**

FOF and its employees have an ethical and legal obligation to respect the privacy of participants and to protect and avoid unauthorized release of personal & confidential information obtained while involved with any and all programs and services of FOF. Participant records are legally protected confidential records and shall be treated as such. This means that participant records maintained by FOF must be kept at the Youth & Family Center in a locked storage cabinet except when being reviewed and updated. All computer data regarding participant information will entered in the Salesforce database and can only be accessed by the staff member to whom the case is assigned and upper management with administrative access.

FOF agrees to notify the contract manager as soon as possible and no later than 5 business days following the determination of any breach or potential breach of personal or confidential data pertaining to FOF and any Funding Management Entity (FME). FOF requires the same notification requirements of all subcontractors.

FOF agrees to notify affected parties as soon as possible and no later than 45 days following the determination of any potential breach of personal or confidential data. FOF requires the same notification requirements of all subcontractors.

**Employees not following policy and procedure could lead to termination of employment.**

HR Policy

Drafted: September 2013

Approved by Board of Directors: March 15, 2019

Revised: September 16, 2019

**Confidentiality Agreement**

The purpose of this Confidentiality Agreement is to protect the identity and privacy of our clients. Staff, Volunteers and contractors working for FOF encounter personal and sensitive information about clients.

Confidential client information should never be discussed in the presence of third parties, except under the Terms outlined below. Any files and/or documents containing confidential information should never be shared or released to third parties, except under the Terms outlined below.

Confidential information includes, but is not limited to, the following:

* Identifying information about the client, including name, address or phone number;
* Information relating to the client’s family;
* Information regarding the client’s immigration status;
* Information about the abuse, trauma, and/or persecution experienced by the client; or
* Any other information that would identify the client or potentially place the client and/or
* family members at risk.

By signing this Confidentiality Agreement, you agree to the highest ethical standards and to abide by the following provisions:

* All communications between Agency staff, volunteers, contractors and clients are confidential.
* The staff, volunteer or contractor shall not disclose confidential information to a third party without the client’s express consent to release such information.
* The staff, volunteer or contractor shall not disclose confidential information to a third party without FOF’s knowledge and consent.
* I understand that as a staff, volunteer or contractor, I have a duty to keep client information confidential throughout my term as a staff, volunteer or contractor as well as after my employment or volunteer status ends.
* I understand that my failure to abide by the terms of this Confidentiality Agreement may

result in the termination of my participation as a staff, volunteer or contractor at FOF.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (print name), have read the above the Agency’s

Confidentiality Agreement and understand its terms and my responsibilities as a volunteer.

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Signature of Staff or Volunteer Date

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Signature of Supervisor Date