

Sioux Empire Network of Care (SENC) Policies & Procedures

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Sioux Empire Network of Care

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Purpose

This document provides the policies, procedures, guidelines, and standards that govern the Sioux Empire Network of Care (SENC). SENC staff will provide each SENC Partner Agency providers with a copy of this document. As a condition of participation, each SENC Partner Agency is required to adhere to all policies within the document as signed in the SENC Partnership of Understanding (MOU). Refer to Section 3 about SENC Partner Agency responsibilities and sanctions.

Exceptions

In order to mitigate risk from participation in the SENC system, Helpline Center has the right to grant exemptions to any SENC policy only in the following instances:

- unique circumstances/programs not encountered before by SENC staff,
- public policy decisions needing some considerations,
- or in need of quick time lines for implementation.

No other considerations will be considered.

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Glossary

**** Identify Terms**

This glossary includes a list of terms that will be used throughout this document and by the SENC staff.

HLC – Acronym used to refer to the SENC Lead Agency, Helpline Center

End User (EU)- Any user who has an active license in SENC. This can include Agency Point of Contact.

Point of Contact (POC) – A person designated by a SENC Partner Agency Executive Director/Chief Executive Officer who acts as a liaison and contact person to the SENC staff.

Partner Agency – An agency who has signed all SENC agreements and who is actively entering data into the system.

ROI - Acronym used to refer to a Release of Information.

SENC - Acronym used to refer to the Sioux Empire Network of Care.

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Our Community's Vision

Insert Information

Section 1: Introduction

SENC Program Goals

Measure the Extent and Nature of Social Service Sector

The first goal is to inform public policy makers about the extent and nature of the Social Service Sector in Sioux Empire. This is accomplished through analysis of client and service provider data. SENC gathers an unduplicated count of those accessing services, service trends, shelter utilization rates, recidivism rates, and SENC system usage. All data is provided in an aggregated format (void of any identifying client level information) and made available to public policy makers, service providers, advocates, and consumer representatives.

Streamline the Intake and Referral Process for Human Service Agencies

The second goal is to streamline the intake and referral process for human service agencies in the Sioux Empire. SENC provides a standardized mechanism for collecting client information across all providers. Human service providers collect the same client information. As part of the system, a service provider can send an electronic referral to another agency. This streamlined process allows for a common intake to be completed with a client, an assessment of their needs completed, referrals made to appropriate programs, and clients are followed as they travel through one shared information system.

Provision for In-depth Case Management by Sharing Client Information

The third goal is to allow for in-depth case management through the sharing of client information in a centralized system. SENC provides a standardized mechanism in which human service providers collect information and then share it among every Continuum of Services agency to assist clients easier and spend time getting to the root of the problems.

Inventory Homeless Housing

Finally, the fourth goal is to inventory homeless housing and track its usage in Sioux Empire. SENC captures this inventory and allows for real-time collection and tracking of shelter availability in Sioux Empire. As Case Managers are making referrals, they will be able to check which providers have housing beds/units available to refer clients. Housing providers must keep their information updated. They can then check the system for referrals made to their programs for easy intake.

Section 2: SENC Roles & Responsibilities

Role

Helpline Center role is to provide training and technical support to the SENC Partner Agency providers. SENC staff coordinates and participates in numerous projects annually regarding data collection and performance measurement. The SENC is a shared client management information system. This system can assist any health and human service organization needing a data system to capture client information, report on their successes and share client data with other organizations.

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Responsibilities

Helpline Center is responsible for coordinating the following items on behalf of SENC Partner Agencies.

- All software-related issues with the vendor** - This includes all communication with the vendor including phone, email and conferences as well as submitting feature enhancement requests from SENC Partner Agencies.
- User training** - SENC staff is responsible for all End User training. This is to ensure continuity and consistency with training as well as ensuring the proper work flow for SENC Partner Agencies are properly taught and followed.
- Technical support as it relates to the software or project** - SENC staff is responsible for providing technical support to Point of Contact and End Users. Technical support services attempt to help the user solve specific problems with a product and do not include in depth training, customization, reporting, or other support services.
- Data quality initiatives** - Together Partner Agencies and SENC staff work diligently on adhering to data quality standards in order to ensure that reports both at the provider level and the system level are complete, consistent, accurate, and timely.

Client Privacy & Data Security

Client privacy and data security are paramount to a successful collaborative community information system like the SENC. The SENC staff spends much time working with our vendor as well as each SENC Partner Agency to protect clients' data and privacy within the network. SENC continues to refine its policies and procedures to protect client data and strengthen the network. All concerns, complaints and handling of privacy will be handled by the SENC System Administrator or Helpline Center Management team.

Section 3: SENC Partner Agency Role & Responsibilities

"SENC Partner Agency" is the term given by the SENC staff to reference participating health care and/or human service providers who actively enter data into the SENC.

Participation Requirements

Policy 3.1: All prospective health and human service providers who join SENC must sign an MOU and agreeing to abide by the SENC-related user and agency registration forms and policies.

Procedure: Any 501(c)3 organization that provides a health and human service may qualify to participate in SENC. To participate in SENC, Partner Agencies must sign an MOU and agree to abide by the terms of all agency and user-related SENC forms and policies and procedures outlined in this document. Participation is voluntary, but strongly encouraged. Upon completion of pilot funding in 2017, a fee may be assessed per user to access and enter data into SENC.

SENC Partner Agency Memorandum of Understanding (MOU)

Policy 3.2: The SENC Partner Agency MOU must be signed by a legal authorized representative of each SENC Partner Agency.

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Procedure: The SENC Partner Agency MOU is a legal contract between the SENC Partner Agency and Helpline Center regarding specific SENC guidelines and use. The agreement outlines specific details about the SENC Partner Agency's SENC involvement including, but not limited to, the areas of confidentiality, data entry, security, data quality and reporting. One copies of the SENC Partner Agency MOU will be signed by the Agency's Executive Director (or legal authorized officer) and delivered to the Helpline Center. Upon receipt, the copy will be signed by the Helpline Center President. The Helpline Center will provide a copy of the signed MOU to the Partner Agency. The original copy will be stored at the Helpline Center.

Licensing Fees

Policy 3.3: The SENC will monitor and assess End User licensing fees for all existing and future SENC Partner Agencies. End User fees are covered through 2017 due to grant funding.

Agency Staff Roles and Requirements

Policy 3.4: Each SENC Partner Agency is required to have a Point of Contact to coordinate SENC activities for their organization.

Point of Contact Role and Responsibility. This position is necessary for the SENC staff to have a Point of Contact at each Partner Agency. This position is required for any Partner Agency with active licenses. The CEO/President or Executive Director will designate a Point of Contact based on a set of skills outlined in SENC Point of Contact Job Description. **See Appendix I for Job Description.**

Policy 3.4.1: For Partner Agencies with active licensed end users. A SENC Point of Contact is required to communicate with the SENC staff.

Procedure: The Executive Director (or legal authorized officer) of the Agency will complete the Point of Contact Designation to assign the position to a specific staff person. This role is vital to the success of SENC at the SENC Partner Agency locations to ensure that the data is entered in a timely manner, the quality of the data is continuously monitored, and communication and support between SENC and the SENC Partner Agency is streamlined. **See Appendix II for Designation form.**

Policy 3.5: A SENC Partner Agency will ensure that at least one person from their agency will complete software training and complete their test in order to receive a license to access live client data in SENC.

Procedure: Once the Point of Contact position has been assigned, he/she will be able to work with SENC Staff to assign End Users. The End User will complete training and then be responsible for the timeliness of the data being entered and the quality of the data they enter. An End User is a term used to refer to all SENC users at a SENC Partner Agency.

SENC End Users Roles and Responsibility. Every SENC End User must attend at least one software training, sign a SENC End User Agreement, and complete their software test, not exceeding 5 business days past training, in order to receive access to the live site.

Every SENC End User is responsible for the following items:

- Adhering to all of the policy and procedures outlined in this document
- Attending all trainings required by SENC staff and the SENC Partner Agency Administrator.
- Entering quality data in a timely and accurate manner.

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- Adhering to the data requirements set by the SENC staff and the SENC Partner Agency.

SENC Corrective Action

Policy 3.6: Once a SENC Partner Agency or any of its End Users has violated any SENC policy, the SENC Staff will implement an action plan upon discovery of the violation.

Procedure: Violations in SENC policy can occur, but Partner Agencies should work to ensure violations in policy are prohibited. If a violation is discovered, it is the role of the SENC staff to swiftly respond in order to prevent further violations from occurring or the current violation from harming clients or other SENC Partner Agencies. The SENC staff will determine a course of action depending on the type and the severity of the policy violation.

Critical Risk (For example: Security Breach, Imminent risk to clients, Unresolved Data Quality Errors)

- SENC System Administrator will suspend all SENC Partner Agency Active End User Licenses. Affected End Users will be suspended until retraining.
- SENC Program Coordinator immediately reports the violation to the Helpline Center Management Team.
- SENC Program Coordinator will contact the SENC Partner Agency in question to discuss the violation and course of action.
- SENC Partner Agency will be suspended until violation resolved and placed on probation for at least 90 days.
- Helpline Center Management will contact the SENC Partner Agency Point of Contact to discuss violation and action plan.

Medium Risks (For example: Grievance has been filed against SENC Partner Agency or general complaints that threaten or endanger clients.)

- SENC Program Coordinator immediately contacts and reports to the Helpline Center Management Team to discuss the course of action and plan.
- SENC Program Coordinator will contact the SENC Partner Agency in question to discuss the violation and course of action.
- Helpline Center Management will contact the SENC Partner Agency Point of Contact to discuss violation and action plan.
- SENC Partner Agency will be placed on probation and possible suspension until violation resolved.
- If appropriate, SENC System Administrator will suspend all SENC Partner Agency Active End User Licenses.

Low Risk (For example: Unresponsive SENC Partner Agency to SENC Requests, Ceased Data Entry, End User Inactivity, and Timeliness Issues.)

- SENC Program Coordinator immediately contacts and reports to the Helpline Center Management Team to discuss the course of action and plan.

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- SENC Program Coordinator will contact the SENC Partner Agency in question to discuss the violation and course of action.
- If appropriate, the Helpline Center Management will contact the SENC Partner Agency Contract Manager to discuss violation and action plan.
- If appropriate, SENC Partner Agency will be placed on probation for at least 90 days or until violation resolved.
- If appropriate, SENC System Administrator will suspend all or some of the SENC Partner Agency End User Licenses in question.

Potential Courses of Action

Probation.

The SENC Program Coordinator will notify the Agency's Executive Director and SENC Point of Contact in writing to set up a one-on-one meeting to discuss the violation in question. During the meeting, an action plan will be developed and documented with relevant time frames outlined set to correct actions. If a training issue is identified, the SENC Program Coordinator will coordinate further follow up with the End Users in question. The Partner Agency will be on placed on probation. Monitoring and auditing will be performed regularly during this period.

Suspension.

If a violation is of critical risk or the corrective measure(s) are not achieved in the probationary period or more SENC violations occur during the probationary period, the SENC System Administrator will suspend their access to SENC until the issues are resolved. The SENC Partner Agency will receive a written notice, to the Partner Agency's Executive Director, of the suspension, reasons and effective date. During suspension, a mandatory meeting will be held between the Partner Agency Executive Director, the

SENC Staff and Helpline Center President, if appropriate, to discuss suspension and requirements for resolution. All meeting deliverables will be documented in writing and must be achieved within the set probationary period.

Termination.

If the Partner Agency violates any policies deemed of critical risk and fails to achieve resolution within the probation period, the SENC Staff will permanently terminate the Partner Agency from SENC. The SENC Partner Agency will receive a written notice, to the Partner Agency Executive Director of the Termination, reasons and effective date. In the case there is data quality costs, transfer costs, the Partner Agency will assume responsibility for payment.

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End to Courses of Action

Once the SENC Partner Agency has been re-instated to SENC by the Helpline Center, SENC will re-instate the Partner Agency's access to the SENC system and place them under a 12-month probationary period. All users who were previously suspended or terminated and/or who have not accessed the system in 90 days or more will be required to attend, at a minimum, software refresher training.

Section 4: User Administration

SENC End User Prerequisites

Policy 4.1: All End Users are required to have a minimum set of basic computer competency/skills to adequately perform their data entry roles in SENC.

Procedure: Each SENC Partner Point of Contact should meet the skill requirements set forth in the Point of Contact Minimum Qualifications White Paper. All other End Users should be prepared with basic computer competency/skills to adequately use and navigate SENC.

Policy 4.2: All End Users should have had a background check prior to being assigned access to SENC by a SENC Partner Agency.

Procedure: SENC Partner Agency providers are encouraged to have background checks on all staff and volunteers prior to assigning them access to SENC. SENC Partner Agencies shall review the received criminal history report before the end user signs-up for SENC training. Background checks that come back with a criminal history should be carefully considered prior to giving them access to client information. SENC staff will investigate all potential SENC users' history for violations and current client status prior to assigning a license or approving someone for training. Those potential SENC End Users and Point of Contact will be notified in writing if they do not meet the qualifications to be granted SENC access. **See policy 4.3 more information.**

SENC End User Agreement

Policy 4.3: No prospective end user will be given a license for SENC if he/she has entered a plea of nolo contendere (no contest) or been found guilty of any fraud (including identity theft or computer related crimes) or stalking-related felony crimes punishable by imprisonment of one year or more in any state.

Procedure: A SENC Partner Agency should not risk the privacy and confidentiality of client information by allowing any individual convicted of a fraud including identity theft, computer related crimes, or stalking-related crime (fraud, identity theft, stalking) in any state. In the broadest sense, a fraud is an intentional deception made for personal gain or to damage another individual. An End User needs to be mindful of potential identity theft and improper usage and disclosure of client information. This policy will be taken under consideration and possibly waived if the prospective user has passed a State background check. An End User will be denied SENC access if they meet any of the following, whether a judgment of guilt was withheld or not:

- has entered a **plea of nolo contendere** (no contest) to a fraud-related felony crime (fraud, identity theft, stalking) punishable by imprisonment of one year or more.
- has entered a **plea of guilty** to a fraud-related felony crime (fraud, identity theft, talking) punishable by imprisonment of one year or more for crimes concerning.
- has **been convicted or found guilty** of a fraud-related felony crime (fraud, identity theft, stalking) punishable by imprisonment of one year or more for crimes.

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Policy 4.4: Any prospective end user who was a previous client of the same program in which he/she now intends to work or volunteer must not have resided at the facility or been a program participant in the last 12 months prior to gaining access to SENC.

Procedure: The end user for residential/homeless service programs must not have been a previous client of the same program in which he/she now intends to work or volunteer for the last 12 months prior to gaining access to SENC. An end user should never have access to detailed information on program/service participants with which they were once friends or fellow participant. SENC Partner Agencies who violate this rule are putting client information at risk of a privacy and confidentiality breach. Upon discovery of this practice within a Partner Agency, SENC staff will immediately inactivate the end user in question and notify the Point of Contact and end user of the inactivation in writing.

Policy 4.5 All End Users must be provided with a software license by and provided training through the SENC staff prior to entering or accessing client data in SENC.

Procedure: Due to the amount of personally identifying information and the confidential nature of the SENC System, every end user must be assigned a software license to access the system and their initial training must come from the SENC staff. In order to receive a license, a potential end user must not violate SENC policies 4.0 through 4.4. Furthermore, a condition of being granted a license is that all users must sign and adhere to an End User Agreement. This document outlines the role and responsibility of having and maintaining their access in SENC. An End User who violates the End User Agreement will be immediately inactivated from SENC and required to attend re-training to re-gain access. **See Appendix III for End User Agreement.**

License Administration

Policy 4.6: Notification of issuance and revocation of access within the SENC is the responsibility of the Point of Contact.

Procedure: Agency Point of Contact are responsible for notifying the SENC staff of a new user, change in user access, or deletion of user access within 24 business hours of their organization's needed change to SENC access. Agency Point of Contact should work with the SENC staff to ensure proper license access is given to qualified SENC End Users. However, issuance, maintenance, and revocation of software license within the SENC is the sole responsibility of SENC staff.

Assignment of End User security settings. The SENC staff will assign the security level of every end user based on the agreed-upon security settings established. The Agency Point of Contact or Executive Director will assign access to individuals based on their role in the organization and needed access to SENC. Assignments are best organized by the lowest level of security the staff or volunteer Partner would need to perform their normal work duties as defined by their official job/position description. If the user is to remain on the system, but has had a change in responsibilities, and The Agency Point of Contact or Executive Director may request a change in any end users security setting, at any time, by completing the SENC User License Request Form.

Additional licenses/changes. All requests for new licenses must be submitted through the SENC License Request Form by the SENC Partner Agency Administrator. Request forms must be received and approved before the scheduled training date. All new licenses are issued only after a MOU has been signed by the SENC Partner Agency and the SENC End User Agreement has been signed by the appropriate End User. All requests will be reviewed and rated by the Helpline Center. If there are no more licenses available, the user will have to wait until a license is available or unless the SENC Partner Agency is willing to pay for the license activation.

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Inactivity. An End User must successfully complete all assigned training homework within 5 business days after the initial training date and allow no more than 60 days between log in sessions on the live site to keep their license active. Any End User who is in violation of these rules will have their access inactivated by SENC staff immediately and the user will be required to attend re-training prior to regaining access. They may be charged a license fee.

SENC Staff removing a user license for cause. SENC reserves the right to immediately inactivate or delete the license for any end user for cause. In all cases where a licensee is removed for cause, the assigned SENC Partner Point of Contact and Executive Director will be notified immediately via email with the stated cause of license removal. Reasons that a licensee would lose their license or otherwise have their license temporarily inactivated or revoked would include, but not be limited to:

- Multiple failed log on attempts in the same day.
- A consistent lack of good data quality.
- Failure to complete the training test assignment within the 5 day period post training.
- Three consecutive “no call, no shows” to scheduled training.
- Failure to log on to system at least once in a consecutive 60 day period.
- Sharing system credentials (log in and password) with any other party.
- Violation of client privacy or security (i.e. verbally disclosing client personal data, allowing non authorized users to view any data from, have access to, see the screens of, or be provided any print-outs of client data from SENC.)
- Other violations of these SENC Policies.
- Other serious infractions that result in a compromise of the SENC Partner Agency and/or any client level data in the system.

Agency removing a user license. An End User license can only be deactivated by the SENC staff. Requests for removal of a license by a SENC Partner Agency can only come from the Point of Contact and the request must be submitted in writing through the SENC User License Request Form. All license requests should be communicated to SENC within 24 business hours after the end user has left the employment of the SENC Partner Agency, the end user has changed positions and is no longer in need of SENC access, or has knowingly breached or is suspected of a system breach where client data has been compromised. Terminations should be submitted using the SENC License Request Form.

Changes in User Access

Policy 4.7: A SENC User status will change in the system based on the change in status of the SENC Partner Agency due to violations of the SENC Policies and Procedures.

Procedure: A user is a direct reflection of the SENC Partner Agency and vice versa. They work in tandem to provide services to clients and manage quality of the data entered into the system. Therefore, when a SENC Partner Agency Status changes so will each user status.

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Policy 4.7.1: A SENC User can be placed on probation with just cause from the SENC System for any violation of the SENC Policies and Procedures.

Procedure: If a user is in violation of any SENC policy and procedure the user will be placed on probation in the system. Furthermore, when a user is placed on probation, the SENC Partner Agency is also placed on probation and a Corrective Action Plan will be warranted.

Policy 4.7.2: A SENC User can be suspended or terminated with just cause from the SENC System for any violation of the SENC Policies and Procedures.

Procedure: If a user is in violation of any SENC policy and procedure and/or local, state or federal laws, the user will be suspended or terminated from the system. Furthermore, if the SENC Partner Agency is placed on corrective action and recommended for suspension or termination from the SENC system, all user access will also be suspended or terminated immediately.

Policy 4.7.3: A SENC User can be suspended or terminated from the SENC System if the user has had 3 months' consecutive failing grade on either of the SENC Data Quality Reports.

Procedure: If any user has had a consecutive failing grade for three months on either the Data Completeness or the Timeliness report, the user can suspended or terminated from the SENC system. If this occurs, the user will be required to attend a refresher retraining and pass a test prior to regaining access. If more than one user is affected, then the organization will be placed on corrective action.

Law Enforcement Access

Policy 4.8: No active Partner of law enforcement or detention and corrections staff will be an authorized End User of SENC.

Procedure: To protect current clients who may be accessing health and human service programs from harassment or harm, active Partners of law enforcement will not be granted access to SENC. Limited exceptions may be negotiated and an agreement executed with SENC. Any agreement with exceptions must include a statement that: SENC use is (1) limited to the purpose for which it was intended; and (2) is only for work with program-involved clients. SENC will consider and respond to requests by law enforcement for assistance with:

- next-of-kin searches;
- searches for clients by family or friend;
- searches for clients who may be in danger or whose health may be at risk;
- searches for clients in the interest of public safety where law enforcement has probable cause or an active warrant for his/her arrest, related to a violent crime and other felony crimes.
- SENC will assist State Probation and Parole officials searching for individuals who are in violation of the probationary statues.

SENC will provide law enforcement information related to evidence and information gathering concerning a criminal matter via Court Order, such as a search warrant or subpoena.

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Section 5: Clients' Rights

Client Consent

Policy 5.1: A SENC Partner Agency must obtain consent from all clients for whom they are entering or accessing client data into SENC.

Procedure: No client shall be entered into SENC without obtaining the client's written consent for their information to be entered or accessed in SENC. The SENC Partner Agency agrees to get written permission on the Informed Consent and Release of Information signed by the client. The Informed Consent and Release of Information forms are system-wide. Any documents can be scanned and added to the client record in SENC under the file attachments section.

Verbal Release. In SENC, verbal releases of information are only valid for the 2-1-1 Helpline Center. No other provider in the network is authorized to get only a verbal release from a client.

Informed Consent and Release of Information. The SENC Client Informed Consent and Release of Information form is used to record a client's authorization for their data to be entered into SENC. The original signed Client Informed Consent form should be kept by the SENC Partner Agency and protected from theft or loss. Partner Agencies are required to use the SENC Client Informed Consent and Release of Information form provided. Informed Consent and Release of Information explains to clients their rights and gets consent for data to be retained and shared with other SENC Partner Agencies. If the client requests a copy of the data record entered into SENC, the SENC Partner Point of Contact is required providing the copy to the client. SENC End Users should strive to communicate informed consent in a language the client understands. The form must be completed by each Partner of the household receiving services who is over the age of 18. The head of the household may sign for any children or Partners of the household under the age of 18 on the same form. Once the written Informed Consent and Release of Information has been obtained, it must be recorded in SENC and is valid for 3 years. After the Informed Consent and Release of Information expires all clients still receiving services will need to sign another SENC Informed Consent and Release of Information form and the data will need to be updated in SENC. It is important to understand agencies cannot deny services to individuals solely on the basis of the individual deciding not to share information in SENC. There is an exception for those agencies providing financial assistance to clients. Clients in those cases must share and fill out only an informed consent to avoid duplication of assistance.

Client Access to SENC Information

Policy 5.2: All clients entered into SENC have a right to know who has accessed their information and obtain a copy of their electronic file contained in SENC.

Procedure: The SENC Partner Agency must provide the client a copy of their full SENC record including service transactions, case notes and other comments upon request. The client must make the request in writing through email or regular mail. Once the request is received, a SENC Partner Point of Contact:

1. Should validate the client making the request is the correct client in SENC by matching names, social security number and other demographic information to ensure privacy of the information.
2. Should print off each page of the client record entered into the system including, but not limited to, case notes and service transactions.
3. May provide, if requested, an audit trail of who at the organization has viewed or edited the client record over the course of service at the organization.
4. Shall fulfill the client's request in no less than 72 hours.

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5. May request assistance from the SENC staff with this matter. Upon review of the record by the client, the client can request that changes to the record be made. If this is the case, the SENC Partner Agency in question or current SENC Partner Agency should make the necessary changes and add a note to the system outlining the changes requested by the client.

Filing a Grievance

Policy 5.3: Clients have the right to file a grievance with the SENC staff about any SENC Partner Agency related to violations of data access in SENC, violations of SENC policies and procedures, or data discrepancies

Procedure: SENC staff will entertain any client who wishes to file a grievance against any SENC Partner Agency related to the items above. SENC staff will contact the client by phone, email or regular mail regarding the nature of the complaint. If the client requests a copy of the record, the SENC staff will follow the process in 5.2. Once the client has been contacted, validated, and the nature of the complaint understood, the SENC

Staff will investigate the complaint and provide its findings to the client who lodged the grievance. SENC will notify the parties involved about the alleged incident reported. If the client is not satisfied with the findings of the grievance, the client must submit a grievance request in writing to the SENC Steering Committee.

Policy 5.4: Other SENC Partner Agencies have a right to file a grievance with the SENC staff about any SENC Partner Agency related to violations of access in SENC, violations of SENC policies and procedures, or violations of any law.

Procedure: SENC staff will entertain any SENC Partner Agency who wishes to file grievance against any other SENC Partner Agency. In cases where a client leaves one SENC Partner Agency to receive services from another SENC Partner Agency and the client reports a suspected violation, the new SENC Partner Agency does have a right to file a grievance or duty to warn the SENC staff on behalf of the client as long as the client grants their permission to file a grievance on their behalf. SENC staff will request a SENC Client Grievance Form be completed by either the client or the SENC Partner Agency. The form can be obtained by contacting the SENC staff by phone, email or regular mail. Once completed and submitted by the client, SENC Staff will investigate the complaint and provide its findings to the client who lodged the grievance. SENC will notify the parties involved about the alleged incident reported.

Revoking Authorization for SENC Data Collection

Policy 5.6: All clients who initially agree to participate in SENC have the right to rescind their permission for future data sharing in SENC with the exception of those who have been entered into a financial assistance program.

Procedure: Clients who choose to revoke their client status in SENC must visit in person the Helpline Center to complete the process. The previously viewable data will still be seen and shared with other Partner Agency providers. Upon the new release of information revoking their client status, no new information will be entered into the SENC software and the client case will be marked as closed.

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Case Notes & Data Discrepancies

Policy 5.7: A Partner Agency must make corrections to any data in the system requested by a client if the client can prove the data is incorrect

Procedure: A client can request changes to their data record in the system at any time. The SENC Partner Agency who provided the service to the client at the time of the discrepancy is the one responsible for correcting the issue. If the discrepancy is of a universal data nature, the client must prove that the change they are requesting is accurate by showing proof of the correct information. For example, if the social security number is wrong, they should present a social security card. If the discrepancy is about a case note, the SENC Partner Agency should never edit, amend or delete a case note. The client can request a case note be added noting the correction of a previous case note. The SENC staff will not correct any issues about data discrepancies unless the data entered in question is by a Partner Agency who is no longer using SENC.

Section 6: Privacy, Safety & Security

National Privacy Requirements

Policy 6.1: The SENC complies with all federal, state, local laws, standards, and regulations.

Procedure: It is imperative that partner agencies have policies and procedures in place that ensure compliance with applicable laws and regulations that govern their programs. **HIPAA Covered Entities.** Any Agency that is considered a “covered entity” under the Health Insurance Portability and Accountability act of 1996, 45 C.F.R., Parts 160 & 164, and corresponding regulations established by the U.S. Department of

Health and Human services is required to operate in accordance with HIPAA regulations. More information about 45 C.F.R. may be found at: [http://www.hhs.gov/ocr/privacy/ 42 CFR Part 2 Entities](http://www.hhs.gov/ocr/privacy/42CFRPart2Entities). Any Agency that is considered a “covered entity” under 42 C.F.R. Part 2, and corresponding regulations established by the U.S. Department of Health and Human Services is required to operate in accordance with the corresponding regulations. More information about 42 C.F.R. may be found at: http://www.access.gpo.gov/nara/cfr/waisidx_02/42cfr2_02.html

Other Entities. Any Agency that is NOT considered a “covered entity” under any of the above mentioned programs is required to operate in accordance with SENC privacy and security rules, as well as any applicable federal, state, local laws and regulations.

Privacy Notice

Policy 6.2: SENC Partner Agency providers are required to provide a copy of the SENC Privacy Notice to all clients upon request.

Procedure: By law, SENC Partner Agency providers are required to post a Privacy Notice that discloses collection and use of Client Information. SENC has developed a document for posting for providers without an adequate notice. **The SENC Privacy Policy and Notice are document in Appendix IV.**

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System Security and Privacy Statement.

Policy 6.3: The SENC ensures that only appropriate staff and volunteers at SENC Partner Agencies providers gain and retain system access through a user authentication process.

Procedure: As a cloud or internet based software system, each SENC user accesses the system via their internet web browser. To access SENC, each user must know the web address (URL) for SENC, which is not available or published. Once on the website, each user must use a valid user sign on and dynamic password. All user names and initial temporary passwords are issued by SENC staff only. Passwords are considered expired every 90 days and users are prompted for new dynamic passwords. Additionally, after three failed log-in attempts, user ID's and passwords automatically become inactive and users must contact a Point of Contact or SENC staff for re-activation. Passwords are always encrypted and can never be seen in clear text.

Policy 6.4: The SENC secures data as it is traveling over the internet and stored on the centralized server by proving encryption for all data.

Procedure: As a cloud or web-based software system, it is imperative that all data travel through the internet encrypted or unreadable to an outside user. All SENC transactions are fully encrypted using Secure Socket Layer (SSL) with 128 bit encryption. This is the highest commercially available encryption level and is the same as used by financial institutions. Users can be assured that the data they are interacting with is secure by noticing the URL, or Web Address while using SENC begins with the letters HTTPS.

Policy 6.5: The SENC staff, in conjunction with the SENC Partner Point of Contact, ensures that all End Users have access to the components of the system appropriate for their level of data usage.

Procedure: The SENC software has a built-in security system that ensures each user only has the minimum access needed to perform their normal duties. Each SENC End User is assigned a security level in their user profile that grants them access to only the areas they need to accurately do their work. A change to the level of system security for an end user may only be requested by a Point of Contact or Executive Director for which the end user works.

Policy 6.6: The SENC staff uses system auditing tools to ensure system oversight, investigate privacy or security breaches or filed client grievances.

Procedure: The SENC software has built-in audit trail applications that allow administrators to audit use and access of data. Audit reporting is an integral part of maintaining system security protocols and is performed on a scheduled basis by SENC staff.

Policy 6.7: The SENC is a shared information system with its visibility and security exceptions preset by SENC staff based on the work flow of the Partner Agency.

Procedure: The SENC system utilizes a set of Visibility Settings that allow sharing of only agreed upon data elements among the participating Continuum of Services SENC partners. These visibility settings allow for the sharing of the most useful data while denying sharing of protected data. The SENC system utilizes a set of Deny Exceptions that disallow sharing of certain information by provider programs based upon federal, state, constructed to offer a dynamic range of levels of security based on the needs of the agency and End User. As a default, End Users will only have enough security access to perform their normal job duties. Requests to change a user status must come from an SENC Partner Point of Contact Executive Director.

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Appendix I

Point of Contact – Job Description

Role: A Point of Contact is the primary contact between your agency and the Sioux Empire Network of Care (SENC) staff. Each Partner Agency is required to have a Point of Contact. This person's role is crucial to the success of SENC at your agency. The responsibilities of a Point of Contact are outlined below: The Point of Contact will work with the System Administrator to determine required data needs for the individual agency's reporting needs.

Job Duties:

- Adhere to and enforce the SENC Policies and Procedures
- Attend at least one Point of Contact Training and End User Training
- Maintain current user license in the system and not going over 60 active days logging into the system
- Communicate and authorize personnel/security changes for SENC End Users to SENC Staff within 24 hours of a change
- Act as the first tier of support for SENC End Users
- Ensure client privacy, security, and confidentiality at all times
- Enforce SENC End User Agreement and ensure End User attends training
- Ensure the SENC Privacy Notice is posted in a visible area of the agency and communicated in a language understandable by clients
- Enforce data collection, entry and quality standards are adhered to by all users
- Ensure all users are using the correct SENC related forms and following the most current SENC procedures and workflow
- Attend all SENC required meetings and conference calls
- All Service Point software change and addition requests must be submitted to the SENC System Administrator. If work requested requires an outside consultant, Helpline Center is not responsible for expenses.

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Appendix II

Point of Contact – Designation

Partner Agency

A Point of Contact is the primary contact between your agency and the Sioux Empire Network of Care (SENC) staff. Each Partner Agency is required to have a Point of Contact. This persons' role is crucial to the success of SENC at your agency. The responsibilities of a Point of Contact are outlined below:

- Adhere to and enforce the SENC Policies and Procedures
- Attend at least one Point of Contact Training and End User Training
- Maintain current user license in the system and not going over 60 active days logging into the system
- Communicate and authorize personnel/security changes for SENC End Users to SENC Staff within 24 hours of a change
- Act as the first tier of support for SENC End Users
- Ensure client privacy, security, and confidentiality at all times
- Enforce SENC End User Agreement and ensure End User attends training
- Ensure the SENC Privacy Notice is posted in a visible area of the agency and communicated in a language understandable by clients
- Enforce data collection, entry and quality standards are adhered to by all users
- Ensure all users are using the correct SENC related forms and following the most current SENC procedures and workflow
- Attend all SENC required meetings and conference calls
- All Service Point software change and addition requests must be submitted to the SENC System Administrator. If work requested requires an outside consultant, Helpline Center is not responsible for expenses.

Partner Agency designated Point of Contact:

Print Primary Point of Contact Name *Phone Number* *Email*

Print Primary Point of Contact Signature *Date*

Partner Agency back-up Point of Contact in the event of illness, vacation or long term absence:

Print Primary Back-up Point of Contact Name *Phone Number* *Email*

Back- up Point of Contact Signature *Date*

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Appendix II- Continued

Point of Contact – Designation

Please list all 2 SENC End Users for the Partner Agency:

1. _____
Name (please print first and last name) _____ Title _____

2. _____
Name (please print first and last name) _____ Title _____

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Appendix III

End User Agreement

Partner Agency _____
Please Print

End User _____
(First, Last Name) Please Print

Phone Number _____
Please Print

Email _____
Please Print

I understand that as a condition of my employment or affiliation with the Agency above, I must sign and comply with the terms of this Agreement. I agree that my obligations under this Agreement will continue after the termination of my employment or affiliation with this Partner Agency. By signing this document I understand and agree that:

- I understand that I will be entering and viewing client information in a web based data system called the SIOUX EMPIRE NETWORK OF CARE (SENC) and sharing this information with other agencies in my community in order to do my job more effectively and to better assist the clients my Partner Agency serves.
- I will keep my User Name and Password to access the SENC confidential and secure at all times. I will not share these codes with anyone including other employees or affiliates of my Partner Agency. I understand I am expected to physically enter the password each time to log into the system. I will NOT save passwords in auto-complete settings. I understand if I share my password that I will be in violation of the SENC Policies and Producers and my access will be terminated from the system.
- My Partner Agency has a legal obligation to maintain client privacy and to protect and safeguard the confidentiality of all clients' individually identifiable personal and health information ("client information"). Client information shall include, but not be limited to, the client's name, social security number, date of birth, alias, address, telephone numbers, universal data elements and program-specific data elements, services received case notes, program entry/exit, type of medical care provided, medical condition or diagnosis, and any and all other information relating to the client's treatment entered or viewed by you in SENC.
- I will maintain client privacy and protect and safeguard the confidentiality of client information in accordance with state and federal laws. During the course of my employment or affiliation, I may enter, view, see or hear other confidential information such as social security numbers, financial data and business information that my Partner Agency must maintain as confidential. I will ensure that conversations with clients where I collect and discuss personal identifiable information, such as date of birth and social security numbers, will be held as privately as possible.
- I will not access, communicate or view any information, other than what is required to perform my job during my regular scheduled working hours. If I have any question about whether access to certain information is required for me to perform my job, I will ask my supervisor, prior to accessing or viewing the information. I understand that any confidential information or client information that I access or view at my Partner Agency does not belong to me.
- I will not discuss any information regarding my Partner Agency's clients in any area where unauthorized individuals may overhear sensitive and confidential information (waiting rooms, hallways, elevators and other public areas). I understand that it is strictly prohibited to discuss any Agency or client information in public areas even if a client's name is not used. I will not disclose any Agency or client information to any individual who does not have proper authorization to access such information, including but not limited to, whether the person is a client of my Partner Agency or another SENC Partner Agency.

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- I will ensure that all clients sign the SENC Release of Information during intake. For the Helpline Center Call Specialists, I will ensure verbal consent is requested for each inquirer.

Appendix III- Continued

End User Agreement

- I will only disclose client information/activities occurring at my agency from SENC's software application to Partners of law enforcement verbally as necessary in the interest of safety. If law enforcement or entity requests client information related to evidence and information gathering concerning a criminal matter or requests any printed documents from the SENC, those requests must be submitted to the Helpline Center and will require a court order to release.
- I will never disclose or misuse any client social security numbers in SENC. Misrepresentation of the client identity by entering known, inaccurate information is prohibited. Violators will be terminated from the system and the organization you work for will be placed on probation.
- Discriminatory comments based on race, color, religion, national origin, ancestry, handicap, age, sex, and sexual orientation are not permitted. Profanity and offensive language are not permitted.
- I will not make any unauthorized transmissions, communications, copies, disclosures, inquiries, modifications, or deletions of client information or confidential information. This includes, but is not limited to, removing and/or transferring client information or confidential information from my Partner Agency's computer system or files or the SENC computer system to unauthorized locations such as my home.
- I will report all issues I have with SENC to the Helpline Center immediately.
- I will help my Partner Agency to adhere to the SENC Policies and Procedures.
 - I will enter the data into the SENC in a timely manner either in real-time as I am interviewing the client or within the same day of client completing intake process. I will work with my Partner Agency to ensure we meet this measure and to ensure the most up-to-date client information is captured in SENC.
 - I will take responsibility for the quality of the data that I enter into the software system. If an error occurs, I will correct immediately or notify the Point of Contact or SENC staff if I do not have access to correct the error.
 - I will help my Partner Agency to reach and maintain grade "A" data quality of 95% or above in completeness and a 5% or less null value rate in the SENC.

User Agreement/Statement of Confidentiality Permission

- I have read the above agreement and agree to comply with all its terms as a condition of continuing my access to the SENC Software.***
- I understand that any violation of this agreement may result in disciplinary action, up to and including termination of my employment or affiliation with my Partner Agency, as well as potential personal civil and criminal legal fines and penalties.***
- I understand that SENC staff will inactivate my license if I do not access the system anytime within a 30 day period. In the event of an inactivation, the user must send a request to the SENC System Administrator to reactive and update the user with any changes.***

End User /Volunteer Signature

Date

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Witness Signature

Print Witness Name

Appendix IV

Privacy Policy and Notice

Sioux Empire Network of Care (SENC) is a basic needs client information system used to assist agencies in the system in determining your eligibility needs and provides agencies a record for evaluating their services. This system collects information that is needed to provide you services.

Data is collected and shared with your written permission when you meet with this provider in person. You can give verbal permission only to Helpline Center. You are giving consent for these agencies to access, enter, and share your personal information into Sioux Empire Network of Care.

The collection and use of all your personal information is protected by strict standards of confidentiality as outlined in writing in the Sioux Empire Network of Care Policies and Procedures. Personal information is only disclosed in accordance with applicable South Dakota laws. No client data collected is ever sold.

A copy of this Privacy Notice is available upon request for your review.